



## AGENDA

**Regular City Council Meeting,**  
Successor Agency to the  
Former Redevelopment Agency and the  
Wasco Public Finance Authority

**Tuesday, August 15, 2023 – 6:00 pm.**

**Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**  
[www.cityofwasco.org](http://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](mailto: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 8<sup>th</sup> 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](http://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 8<sup>th</sup> 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](mailto:cityclerk@cityofwasco.org) no later than **4:00 p.m. August 15, 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](mailto: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](mailto: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 Paul Hernandez, Freewill Baptist Church

**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 \$444,883.92
- b. Approval of City Council Minutes for:
  1. August 1, 2023, Regular Meeting
  2. August 1, 2023, Special Meeting
- c. Adopt a resolution to Authorize the City Manager or Designee to enter into a service Agreement with the Office of the State Controller, Division of Audits, to Prepare the Annual Street Report for the Fiscal Year Ended June 30, 2023.
- d. Approval of Travel Expenses Exceeding \$500.00 for the Kern County Law Enforcement Chief Executive's Association, POST Executive Seminar, September 6-8, 2023, Pismo Beach, CA.
- e. Adopt a Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto for the 2023 Wonderful Company Wonderful Community Grants and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.
- f. Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order with Ferguson Waterworks in the amount not to exceed \$48,000.00 to purchase one hundred and fifty residential water meters, 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.
- g. Adopt a Resolution Authorizing the City Manager or Designee to execute Contract Change Order Request #1 in an amount not to exceed \$100,000.00 with B.R Frost Company for the Trickling Filter 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.

- h. Adopt a Resolution Authorizing the City Manager or Designee to Execute an Agreement with Krazan & Associates to provide On-Call services for Materials Testing & Geotechnical Services, 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. Adopt a Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto for the California Strategic Growth Council Community Resilience Centers (CRC) Grant Program and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

**10) PUBLIC HEARINGS:**

- a. Introduce And Waive The First Reading Of An Ordinance Of The City Council Of The City Of Wasco Replacing Ordinance No. 18-698 And Amending Wasco Municipal Code Chapter 2.14 Relating To The Appointment Of The City Clerk And City Treasurer. (Hurlbert)

**11) DEFERRED BUSINESS: None**

**12) NEW BUSINESS:**

- a. Discussion and Possible Minute Action to Appoint One Voting Delegate and Two Alternates for the League of California Cities 2023 Annual Conference and Expo held on September 20-22, 2023, in Sacramento, California, 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. (Hurlbert)
- b. Adopt a Resolution Approving an Employment Agreement with Alecio Mora as Wasco Police Lieutenant, and Authorize the City Manager or Designee to Endorse the Agreement, 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. (Hurlbert)
- c. Adopt a Resolution Authorizing the City Manager or Designee to execute Contract Change Order Request in an amount not to exceed \$400,000.00 with Hartzell General Engineering Contractor, Inc. for the J Street Sewer extension 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. (Villa)
- d. Adopt a Resolution Authorizing the City Manager or Designee to procure services and execute contracts including, but not limited to, Project Management, Abatement, Soils Testing, Demolition, and other items related to the abatement and demolition of the Old Farm Labor Camp up to the amount of \$9,000,000.00. (Hurlbert)

- e. Adopt a Resolution Authorizing The City Manager or Designee to Enter into a Professional Services Agreement with Central California Appraisals and order an initial appraisal in an amount not to exceed four thousand dollars, 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. (Hurlbert)
- f. Adopt A Resolution Approving A New Capital Improvement Project (Police Station); Amending the City Of Wasco Adopted Operating Budget And Capital Improvement Program Fiscal Year 2023/2024; the Establishment Of A New Police Station Fund Appropriation of \$5 Million And Corresponding Revenue Budget To Allow For Reimbursement of Eligible Project Expenditures Through Grant Programs; Authorizing the City Manager Or Designee to Procure Services And Execute Contracts Including, But Not Limited To Appraisals, Site Acquisition, Environmental, Architect/Engineering Services And Other Items Related to the New Police Station, Up to the Reimbursable Amount Of \$5,000,000.00, and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA. (Hurlbert)

**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:**

- a. Approval of Closed Session Minutes for August 1, 2023
- b. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**  
Agency designated representatives: Mayor Martinez and Councilmembers  
Unrepresented employee: City Manager
- c. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54957**  
Title: City Manager

**18) CLOSED SESSION ACTION:**

**19) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on August 11, 2023, on/or before 9:00 p.m. The agenda is also available on the City website at [www.cityofwasco.org](http://www.cityofwasco.org).

*Monica Flores*

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Monica Flores, Deputy City Clerk

*All agenda item supporting documentation is available for public review on the city website [www.cityofwasco.org](http://www.cityofwasco.org) and the office of the City Clerk of the City of Wasco, 746 8<sup>th</sup> Street, Wasco, CA 93280, during regular business hours, 8:00 am – 4:30 pm Monday through Thursday and 8:30 am – 4:30 pm Friday (closed alternate Friday's), following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.***

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

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





## Bill Pay

As of: August 9, 2023

WARRANTS	AMOUNTS
G080223	107,599.87
G073123	90,526.52
H063023	17,644.03
G2080223	41,327.58
G080923	139,911.59
G080723	33,661.04
A1080423	5,101.33
A2080423	2,852.22
G2080923	6,259.74
<b>Grand Total</b>	<b>444,883.92</b>

Verified By:  
Finance Director

Isarel  
Perez-  
Hernandez

Digitally signed by: Isarel  
Perez-Hernandez  
DN: CN = Isarel Perez-  
Hernandez email =  
isperez@cityofwasco.org C  
= US  
Date: 2023.08.09 15:53:54  
+08'00'

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
G080223	PG & E COMPANY	85	0751114029-0 073123	25909	JULY 2023: UB 1400 J ST	395.07
G080223	PG & E COMPANY	85	4675436856-4 073123	25909	JULY 23: CENTRAL & MARGALO	468.03
G080223	CHARTER COMMUNICATIONS	68	167736001072123	25900	JULY 2023: INTERNET SRVCS FOR COW	228.76
G080223	CINTAS CORPORATION NO. 3	4480	4161613360	25901	UNIFORM SRVCS w.e. 07/14/23	379.25
G080223	CINTAS CORPORATION NO. 3	4480	4162288283	25901	UNIFORM SRVCS w.e. 07/21/23	379.25
G080223	COUNTRY AUTO & TRUCK, INC.	3008	742289	25902	DAR VEH #60: RESTOCKING FEE	27.89
G080223	COUNTRY AUTO & TRUCK, INC.	3008	742355	25902	GENERATOR- ANNEX 10 GAL OF MOTOR OIL	211.07
G080223	COUNTRY AUTO & TRUCK, INC.	3008	742414	25902	PM GENERATOR FILTER - WTR & WW	1,641.81
G080223	AMERICAN REFUSE INC	183	281136	25897	AUG/SEPT RECYCLE CARTS 746 8TH ST	60.14
G080223	FED EX	123	8-205-94034	25903	FREIGHT SRVCS w/e 07/27/23	27.13
G080223	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-137756	25906	DAR VEH #60: A/C COMPRESS	284.58
G080223	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-140211	25906	FACILITY MAINT VEH #43: O2 SENSOR	55.53
G080223	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-140212	25906	MGMT VEH #M3: OIL, AIR, CABIN FILTERS	35.97
G080223	PETERSON AUTO SUPPLY	152	7417-260177	25908	RFS VEH #23: SOLENOID, BATTERY CABLE & LUG	221.39
G080223	PETERSON AUTO SUPPLY	152	7417-260352	25908	STR VEH #79: 5 SHIPPER BELTS	117.43
G080223	ABATE A WEED	172	1014858	25895	25 GALLONS OF HERBICIDES USED FOR WWTP BASINS	3,504.03
G080223	ACC BUSINESS	4766	231955938	25896	FIBER NETWORK SERVICES	816.91
G080223	ASPHALT COATINGS ENGINEERING, INC	411	34406	25898	GLASS BEADS FOR TRAFFIC MARKING	773.99
G080223	ATT - PAYMENT CENTER	1488	0020279457	25899	PHONE SERVICES 06/24/23-07/23/23	28.49
G080223	ATT - PAYMENT CENTER	1488	0020279458	25899	PHONE SERVICES 06/24/23-07/23/23	47.40
G080223	ATT - PAYMENT CENTER	1488	0020279459	25899	PHONE SERVICES 06/24/23-07/23/23	24.47
G080223	ATT - PAYMENT CENTER	1488	0020279460	25899	PHONE SERVICES 06/24/23-07/23/23	323.17
G080223	ATT - PAYMENT CENTER	1488	0020279461	25899	PHONE SERVICES 06/24/23-07/23/23	24.61
G080223	ATT - PAYMENT CENTER	1488	0020279462	25899	PHONE SERVICES 06/24/23-07/23/23	70.32
G080223	ATT - PAYMENT CENTER	1488	0020279463	25899	PHONE SERVICES 06/24/23-07/23/23	24.60



WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
G080223	ATT - PAYMENT CENTER	1488	002027964	25899	PHONE SERVICES 06/24/23-07/23/23	47.40
G080223	ATT - PAYMENT CENTER	1488	0020279465	25899	PHONE SERVICES 06/24/23-07/23/23	24.47
G080223	ATT - PAYMENT CENTER	1488	0020279466	25899	PHONE SERVICES 06/24/23-07/23/23	24.47
G080223	ATT - PAYMENT CENTER	1488	002079467	25899	PHONE SERVICES 06/24/23-07/23/23	1,384.85
G080223	ATT - PAYMENT CENTER	1488	0020279468	25899	PHONE SERVICES 06/24/23-07/23/23	24.47
G080223	ATT - PAYMENT CENTER	1488	0020279469	25899	PHONE SERVICES 06/24/23-07/23/23	28.49
G080223	ATT - PAYMENT CENTER	1488	0020279470	25899	PHONE SERVICES 06/24/23-07/23/23	45.85
G080223	ATT - PAYMENT CENTER	1488	0020279471	25899	PHONE SERVICES 06/24/23-07/23/23	24.47
G080223	ATT - PAYMENT CENTER	1488	0020279472	25899	PHONE SERVICES 06/24/23-07/23/23	27.47
G080223	ATT - PAYMENT CENTER	1488	0020279473	25899	PHONE SERVICES 06/24/23-07/23/23	24.47
G080223	ATT - PAYMENT CENTER	1488	002027974	25899	PHONE SERVICES 06/24/23-07/23/23	24.47
G080223	ATT - PAYMENT CENTER	1488	0020279475	25899	PHONE SERVICES 06/24/23-07/23/23	70.32
G080223	ATT - PAYMENT CENTER	1488	0020280998	25899	PHONE SERVICES 06/24/23-07/23/23	84.34
G080223	HECTOR DELGADO	5719	23-000069	25904	RFND FOR ENCROACHMENT PERMIT	717.00
G080223	INFO SEND, INC.	4244	243862	25905	Q2: TCP WATER INSERT	956.18
G080223	PAY DIRT CONSTRUCTION INC	5848	INVOICE #3	25907	20236: LINE SLUDGE DRYING BED 1 & 2 AT WWTP	44,965.00
G080223	SOLENIIS LLC	4012	132378391	25910	POLYMER TOTE FOR DAILY CENTRIFUGE DEWATER	6,210.67
G080223	TONY'S SNOWTIME	5959	130	25911	22024: BIKE RODEO SHAVED ICED	725.00
G080223	TYLER TECHNOLOGIES, INC	1064	045-430092	25912	MUNIS SUPPORT & UPDATE LICENSING 092323-092224	38,318.46
G080223	USA BLUEBOOK	498	INV00066282	25913	24025: RPLC SUBMERSIBLE PUMP&LEVEL AT PUMP STATION	2,231.68
G080223	WASCO AUTOMOTIVE & SMOG	2676	21717	25914	FM VEH #43: CATALYTIC CONVERTER & EXHAUST PIPE	1,129.34
G080223	ZEE MEDICAL SERVICE CO. #34	238	34-201311	25915	WW - FIRST AID KIT RESTOCK 07/2023	273.89
G080223	ZEE MEDICAL SERVICE CO. #34	238	34-201310	25915	AC - FIRST AID KIT RESTOCK - 07/2023	65.82
G080223 Total						107,599.87
G073123	PACE ANALYTICAL SERVICES, INC	5694	B478957	25919	WW SAMPLE TEST: 6/27/23 INFLUENT MONITORING	70.00
G073123	PACE ANALYTICAL SERVICES, INC	5694	B479020	25919	WW SAMPLE TEST: 6/29/23 INFLUENT MONITORING	70.00
G073123	CALIFORNIA SAFETY TRAINING CORPORATI	1711	111453	25916	6/7/23 PESTICIDE TRAINING VARIOUS DEPARTMENTS	765.00
G073123	CEN-CAL CONSTRUCTION	3848	2338-01	25917	22022: TDA ART 3 SOUTHGATE RAMPS	82,170.68
G073123	INFO SEND, INC.	4244	242642	25918	JUNE STMTS DATA PRCSNG/PRINT/MAIL	4,544.54
G073123	THE BAKERSFIELD CALIFORNIAN	206	89224AD183202	25920	ADS: UTILITY TECH & STAFF ACCTNT	513.80
G073123	WILLIAM C. STATLER	5136	JUNE 2023	25921	JUN 2023:FINANCIAL MNGMT SRVCS/PER AGRMNT2021-037	2,392.50
G073123 Total						90,526.52
H063023	DEE JASPAR AND ASSOCIATES, INC	378	23-00647	25922	23003: WELL #13 EQUIPPING	17,644.03
H063023 Total						17,644.03
G2080223	DOUGLAS TRUCK BODY INC	780	71887	25923	22005: FLAT TOP COMPARTMENT CRANE INSTALL	41,327.58
G2080223 Total						41,327.58
G080923	PG & E COMPANY	85	2867383297-9 073123	25952	UB 747 GST WELL #14	33,102.23
G080923	PG & E COMPANY	85	5199704189-5 072623	25952	UB MULTIPLE LOCATIONS 07/26/23	31,710.11
G080923	PACE ANALYTICAL SERVICES, INC	5694	B479123	25949	WW SAMPLE TEST: 7/3/23 INFLUENT MONITORING	70.00
G080923	PACE ANALYTICAL SERVICES, INC	5694	B478868	25949	WTR SAMPLE TEST: 7/3/23 BACTERIOLOGICAL DWPDIST12	98.00
G080923	PACE ANALYTICAL SERVICES, INC	5694	B479113	25949	WTR SAMPLE TEST: 7/11/23 WELL #10 DRINK WTR CLIP	24.00
G080923	PACE ANALYTICAL SERVICES, INC	5694	B479187	25949	WTR SAMPLE TEST: 7/12/23 WELL #10 DRINK WTR	24.00
G080923	PACE ANALYTICAL SERVICES, INC	5694	B479256	25949	WTR SAMPLE TEST: 7/12/23 WELL #7,8,10,11,12,14	1,800.00
G080923	PACE ANALYTICAL SERVICES, INC	5694	B479321	25949	WTR SAMPLE TEST: 7/13/23 WELL #10 DRINK WTR	24.00
G080923	PACE ANALYTICAL SERVICES, INC	5694	B479368	25949	WTR SAMPLE TEST: 7/13/23 BACTERIOLOGICAL 12IN MAIN	42.00
G080923	PACE ANALYTICAL SERVICES, INC	5694	B479421	25949	WTR SAMPLE TEST: 7/11/23 BACTERIOLOGICAL	84.00

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
G080923	PACE ANALYTICAL SERVICES, INC	5694	B479523	25949	WTR SAMPLE TEST: 7/17/23 WELL #10 DRINK WTR	24.00
G080923	COUNTRY AUTO & TRUCK, INC.	3008	742452	25935	STR VEH #79: HYDRAULIC,FUEL, OIL, & AIR FILTERS	188.85
G080923	COUNTRY AUTO & TRUCK, INC.	3008	742529	25935	WW #GENERATORS: MOTOR OIL	211.07
G080923	COUNTRY AUTO & TRUCK, INC.	3008	742614	25935	WTR #GENERATORS: AIR FILTER	94.99
G080923	AMERICAN REFUSE INC	183	281135	25928	AUG & SEPT 2023: 801 8TH ST RECYCLE CART	60.14
G080923	AMERICAN REFUSE INC	183	281885	25928	AUG 2023: 3YD BIN 801 8TH ST	9.86
G080923	AMERICAN REFUSE INC	183	281889	25928	JULY 2023: PRISON SCALE FEES	300.00
G080923	FED EX	123	8-213-18272	25939	FREIGHT SRVCS W.E. 080323	51.81
G080923	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-142421	25947	RFS VEH #25: FUNNEL, STARTING FLUID	26.50
G080923	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-142556	25947	DAR VEH #61: CORE CHARGE & STG GEAR	305.63
G080923	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-142557	25947	WATER VEH #59: VINYL & FABRIC, BATTERY, & KIT	217.53
G080923	PETERSON AUTO SUPPLY	152	7417-260819	25951	RFS VEH #25: BOLT CLAMP	16.28
G080923	DOUGLAS TRUCK BODY INC	780	71887b	25937	22005: CRANE INSTALL - COAT CARGO AREA	872.50
G080923	USA BLUEBOOK	498	INV00074902	25962	PUMP LIFTING CHAIN KIT	367.24
G080923	ZEE MEDICAL SERVICE CO. #34	238	34-201340	25965	ONSITE BATTERY FOR KIT FOR PW DEPT	218.61
G080923	AC POETTEGEN & SON	5874	0000291122	25925	RFS VEH #25: T-BOLT CLAMP	15.13
G080923	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202307140590	25926	7/11/23-7/14/23 METER READING SERVICE	6,607.09
G080923	AMAZON CAPITAL SERVICES, INC	4968	1HH9-GKVH-TCCT	25927	CHAIRS CONFERENCE ROOM, TRANSIT SUPPORT	1,047.91
G080923	AMAZON CAPITAL SERVICES, INC	4968	11F4-G3Q9-QDMV	25927	PODIUM FOR SPECIAL EVENTS	114.73
G080923	AMAZON CAPITAL SERVICES, INC	4968	1WN6-MKJX-3PVQ	25927	COOLING TOWEL FOR TRANSIT DRIVERS	61.32
G080923	AMAZON CAPITAL SERVICES, INC	4968	1QPW-C1K1-43FN	25927	MARKETING MATERIALS FOR TRANSIT	59.53
G080923	AMAZON CAPITAL SERVICES, INC	4968	1LX7-36TR-T334	25927	MINUTE ARCHIVAL PAPER	145.72
G080923	AMAZON CAPITAL SERVICES, INC	4968	1WKQ-HCVV-LW4M	25927	EMBROIDERY NAME PATCHES FOR DILYNN CARDONA	44.70
G080923	AMAZON CAPITAL SERVICES, INC	4968	1GXF-7HKX-94NX	25927	RFS VEH #23: A/C COOLING FAN	92.50
G080923	AMAZON CAPITAL SERVICES, INC	4968	1LFN-FKNK-99LJ	25927	1 QT: SCREW BENCH CHAIN PIPE VISE WITH CRANK	73.60
G080923	AMAZON CAPITAL SERVICES, INC	4968	111T-R7R6-MMNR	25927	DAR VEH #63: 3 A/C COOLING FANS	271.95
G080923	AMAZON CAPITAL SERVICES, INC	4968	141V-33VW-QDMH	25927	1 QT: UNDERGROUND WIRE & SPRINKLER VALVE	703.61
G080923	AMAZON CAPITAL SERVICES, INC	4968	174C-YQNV-KDVM	25927	2 QT: SOLID PAINT MARKERS - WHITE	81.18
G080923	AMERICAN WATER WORKS ASSOCIATION	357	7002106466	25929	7/1/23-6/30/24: LUIS VILLA MEMBERSHIP	487.00
G080923	BANK UP CORPORATION	4259	5762	25930	JULY 2023: LOCKBOX PROCESSING	675.81
G080923	BSK & ASSOCIATES, INC.	1052	AG16264	25931	WW SAMPLE TEST: 7/6/23 BOD & TSS	140.00
G080923	BSK & ASSOCIATES, INC.	1052	AG16646	25931	WW SAMPLE TEST: 7/11/23 BOD & TSS	140.00
G080923	BSK & ASSOCIATES, INC.	1052	AG16809	25931	WTR SAMPLE TEST: 7/13/23 BOD & TSS	140.00
G080923	BSK & ASSOCIATES, INC.	1052	AG16896	25931	WW SAMPLE TEST: 7/18/23 BOD & TSS	140.00
G080923	BSK & ASSOCIATES, INC.	1052	AG17740	25931	WW SAMLE TEST: 7/27/23 BOD & TSS	140.00
G080923	CALLTOWER, INC	5098	201565052	25932	AUG 2023: PHONE SERVICES	46.79
G080923	CLARK PEST CONTROL	117	33600136	25933	JULY 2023: 746 8TH & 1445 12TH ST PEST CONTROL SER	235.00
G080923	CLARK PEST CONTROL	117	33603099	25933	JULY 2023: 1400 J ST PEST CONTROL SERV	220.00
G080923	CLEAN STRIDE LLC	5289	8791	25934	JULY 2023: JANITORIAL SERVICES	4,897.00
G080923	DISCOUNT RADIATOR CENTER	5733	5468	25936	RFS VEH #25: RADIATOR ROD & RESET BOTH TANKS	650.00
G080923	FASTENAL COMPANY	3221	CABAE23628	25938	JANITORIAL SUPPLIES FOR DAILY OPERATIONS	1,159.11
G080923	GALVAN LUIS	5949	070723 REIMB	25940	REIMBURSEMENT FOR D2 EXAM	65.00
G080923	GARDAWORLD	4266	10748523	25941	AUG 2023: ARMORED CAR SRVCS	443.59
G080923	GARDAWORLD	4266	20576049	25941	JULY 2023: EXCESS SERVICES	84.13
G080923	GENERAL OFFICE MACHINE COMPANY	1195	21444	25942	COPIER METER READING 07/01-08/01	1,141.32
G080923	JEFFRIES BROS., INC	140	131193	25943	RFS #GENERAL: 195 GAL OF HYDRAULIC OIL	2,232.75

WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
G080923	KNIGHT'S SITE SERVICES, INC	1075	0000172238	25944	7/25/23-8/21/23: PORTABLE TOILET SERV AT GW SITE	64.36
G080923	LOPEZ MAINTENANCE	5207	0334006	25945	ABATEMENT WORK ORDER 930 BROADWAY	600.00
G080923	NEW YORK LIFE INSURANCE COMPANY	4733	YMH20230803	25946	JULY 2023: INS PREMIUM	270.00
G080923	P & J ELECTRIC, INC.	66	8408	25948	REPARIS: CENTRIFUGE - EXHAUST FAN FOR PUMP	1,486.24
G080923	PASQUINI ENGINEERING, INC	5808	TOPOJST	25950	TOPOGRAPHIC SURVEY FOR SEWER LINE ON J ST	340.00
G080923	PRINCIPAL LIFE INSURANCE COMPANY	5862	1168207-10001 AUG 23	25953	AUG 2023: INS PREMIUM VISION-DENTAL -LIFE	7,519.49
G080923	QUADIENT LEASING USA, INC	2996	N10053909	25954	POSTAGE LEASING 090223-120123	312.95
G080923	ROBERT HALF	4814	62365074	25955	TEMP X.NIETO W.E. 072823	1,428.27
G080923	ROBERT HALF	4814	62343800	25955	TEMP X.NIETO W.E. 072123	1,511.53
G080923	ROBERT HALF	4814	62308575	25955	TEMP X.NIETO W.E. 071423	1,475.15
G080923	ROBERT HALF	4814	62270179	25955	TEMP X.NIETO W.E. 070723	868.80
G080923	SPAY NEUTER IMPERATIVE PROJECT CALIF	5032	8404	25956	23029: 8/2-3/23 GRANT 3 YR FREE SPAY/NEUTER CLINIC	7,500.00
G080923	SONSRAY MACHINERY INC	5961	ESA001851V1	25957	23023: DUMP TRAILER	17,757.57
G080923	T-MOBILE	4899	964042089 JULY23	25958	CELL PHONE SRVCS 062123-072023	870.14
G080923	TLC ANIMAL REMOVAL SERVICES	5195	0002134	25959	7/17/23: ANIMAL DISPOSAL SERVICES	800.00
G080923	UNDERGROUND SERVICE ALERT	167	2023132390	25960	2023 MEMBERSHIP FEE, 534 QT BILLABLE TICKETS	919.55
G080923	UNIVAR USA INC	111	51273466	25961	WELL #12: MCCOMBS - ANNIN & PALM LIQUID CHLORINE	1,978.49
G080923	UNIVAR USA INC	111	51295780	25961	WELL #14: 747 G ST LIQUID CHLORINE	829.20
G080923	WASCO T-SHIRTS PRINTING	497	8916	25963	PD PATCHES & POLO SHIRTS	995.90
G080923	WATER ENVIROMENT FEDERATION	426	20576049	25964	JULY 2023: EXCESS SERVICES	84.13
G080923 Total						139,911.59
G080723	FED EX	123	8-179-11974	25967	FREIGHT SRVCS W.E. 062923	22.66
G080723	BHT ENGINEERING, INC	5134	23-262	25966	21034: PG&E REVIEW 6/1/23-6/30/23	462.50
G080723	BHT ENGINEERING, INC	5134	23-258	25966	21016: SB1 POPLAR AVE 6/1/23-6/30/23	5,597.50
G080723	FLOWATER INC	5241	INV67710	25968	23031: INSTALL REFILL STATION AT CITY HALL	8,410.50
G080723	JORGENSEN & CO.	137	6069482	25969	JUNE 2023: 5410 7TH ST - INSTRUMENT CALIBRATION	260.00
G080723	JORGENSEN & CO.	137	6069483	25969	INSTRUMENT CALIBARTIONS	110.00
G080723	KERN COUNTY WASTE MANAGEMENT DEPT	19	34261-IN	25970	APRIL 2023: STSWP FEES	3,022.52
G080723	KERN COUNTY WASTE MANAGEMENT DEPT	19	34294-IN	25970	APRIL 2023: WSP LANDFILL FEES	1,546.86
G080723	KERN COUNTY WASTE MANAGEMENT DEPT	19	34858-IN	25970	MAY 2023: STSWP FEES	4,574.04
G080723	KERN COUNTY WASTE MANAGEMENT DEPT	19	34885-IN	25970	MAY 2023: WSP LANDFILL FEES	1,128.10
G080723	KERN COUNTY WASTE MANAGEMENT DEPT	19	35532-IN	25970	JUNE 2023: STSWP FEES	3,248.00
G080723	KERN COUNTY WASTE MANAGEMENT DEPT	19	35564-IN	25970	JUNE 2023: WSP LANDFILL FEES	1,671.56
G080723	WASCO VETERINARY CLINIC	4770	JUNE 2023	25971	JUNE 2023: VET SERVICES	3,606.80
G080723 Total						33,661.04
A1080423	NAVIA BENEFIT SOLUTIONS	5664	072623	5343	MEDICAL CHECK RUN 072623	5,101.33
A1080423 Total						5,101.33
A2080423	NAVIA BENEFIT SOLUTIONS	5664	073123	5344	MEDICAL CHECK RUN	2,852.22
A2080423 Total						2,852.22
G2080923	TOTAL SECURITY SOLUTIONS, INC	5957	1024490	25972	PD REMODEL WINDOWS/DOOR/PANELS	6,259.74
G2080923 Total						6,259.74
Grand Total						444,883.92

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, August 1, 2023**  
Regular Meeting – 6:00 pm.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:**

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

**2) ROLL CALL:**

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

**STAFF PRESENT:** City Manager Hurlbert, City Attorney Schroeter, Assistant City Manager Lara, City Clerk Martinez, Deputy City Clerk Flores, Public Works Director Villa, Community Development Cobb, Finance Director Perez-Hernandez, Kern County Sheriff Sergeant Stacy

**3) FLAG SALUTE:** led by Mayor

**4) INVOCATION:** by Manuel Cantu, Lifehouse Church

**5) PRESENTATIONS:**

- a. Proclamation for Kelly Richers  
Mayor Martinez presented the proclamation to Kelly Richers.

**6) PUBLIC COMMENTS:**

- David Couch
- Maria Espinoza

**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 \$860,767.05

- b. Approval of Travel and Training Expenses Exceeding \$500.00 per trip for one-half of City Attorney Thomas F. Schroeter's registration fees and one night's hotel stay to attend the League of California Cities Annual Conference held on September 20 – 22, 2023, in Sacramento, California, not to exceed \$502.00, 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.
- c. Receive and File the Investment Report for the month ended May 31, 2023.
- d. Adopt a Resolution Authorizing the City Manager or Designee to record a deed correction for City owned property at APN 030-071-12 and find that this project is classified as categorically exempt pursuant to CEQA Section 15061(b)(3).  
**Reso#2023-3941**
- e. Adopt a Resolution authorizing the City Manager or Designee to record a deed restriction on City owned property at APN 030-071-12 and 19 and find that this project is classified as categorically exempt pursuant to CEQA Section 15061(b)(3).  
**Pulled for further consideration**
- f. Adopt a Resolution to Execute a Transfer of the Kern County Low Carbon Transit Operations Program (LCTOP) Funds from the City of California City to the City of Wasco for Fiscal Years 2022 Through 2023, for the Transit Bus Shelter(s) Project, in the amount of \$37,178.00; and Find that Pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), the proposed project is Categorically Exempt.  
**Pulled for further consideration**
- g. Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order with Plumbers Depot Inc. in the amount not to exceed \$70,000.00 to purchase one Closed Circuit Television Sewer Camera Unit for the Wastewater Department, and Find that Pursuant to State CEQA Guidelines 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, no environmental review is required.  
**Reso#2023-3944**
- h. Adopt a Resolution Authorizing the City Manager or Designee to execute an amended purchase order with Total Security Solutions for the Wasco Police Department Security Materials in the amount of \$12,519.47, and Find that this Project is classified as categorically exempt pursuant to CEQA Section 15061(b)(3), no environmental review is required.  
**Reso#2023-3945**



No public comments.

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

City Manager Hurlbert pulled item 9f for further consideration.

Council Member Reyna pulled item 9e for further discussion.

**Motion** was made by Mayor Martinez, **seconded** by Council Member Medina, to approve the Consent Calendar with separate consideration on items 9e and 9f by the following roll call vote:

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

- e. Adopt a Resolution authorizing the City Manager or Designee to record a deed restriction on City owned property at APN 030-071-12 and 19 and find that this project is classified as categorically exempt pursuant to CEQA Section 15061(b)(3). **Reso#2023-3942**

Council Member Reyna requested clarification if Central Park's minor amenities would include bathrooms, tables, and benches.

City Manager Hurlbert clarified this item did not pertain to the design of Central Park, however, he responded to Council Member Reyna's question and stated the park will not have a bathroom and will have designated benches and tables in the design.

No public comments.

**Motion** was made by Council Member Reyna, **seconded** by Mayor Pro Tem Garcia, to approve item 9e by the following roll call vote:

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

- f. Adopt a Resolution to Execute a Transfer of the Kern County Low Carbon Transit Operations Program (LCTOP) Funds from the City of California City to the City of Wasco for Fiscal Years 2022 Through 2023, for the Transit Bus Shelter(s) Project, in the amount of \$37,178.00; and Find that Pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), the proposed project is Categorically Exempt. **Reso#2023-3943**

Assistant City Manager Lara requested the council to consider and adopt the resolution with the addition of Section 3 and Section 4.

No public comments

**Motion** was made by Mayor Martinez, **seconded** by Mayor Pro Tem Garcia, to approve item 9f with the changes mentioned by the following roll call vote:

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

**10) PUBLIC HEARINGS: None**

**11) DEFERRED BUSINESS: None**

**12) NEW BUSINESS: None**

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

- a. Kern Economic Development Corporation (Garcia)  
**No reports – Next meeting on September 28, 2023**
- b. Kern Council of Government (Reyna)  
**No reports**
- c. Wasco Task Force (Reyna & Medina)  
**No reports – next meeting in late August**

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

- a. Kern County Fire Department (Appleton)  
**No reports – Chief Appleton absent**
- b. Kern County Sheriff's Department (Stacy)  
**Sergeant Stacy reported on recent crimes.**

**15) REPORTS FROM THE CITY MANAGER:**

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

- SNIP events will take place on August 2, August 23, September 6, and September 20 from 8:00 AM to 4:00 PM at the Old Courthouse.
- Adventist Health hosting back-to-school healthcare – August 2, 2023, 9:00 AM – 4:00 PM.
- Ribbon cutting for Poso Avenue underpass on August 3, 2023, 10:00 AM located at Poso Avenue and F Street.
- Community Breakfast August 2, 2023, at 10:00 AM at the Old Courthouse
- Wasco State prison tour will be held on September 6, 2023. The deadline of August 23, 2023, to submit paperwork for clearance.
- Open recruitment for two vacant seats on the Measure X committee and the City will accept applications online or in-person.
- September 5-7, 2023 Community Emergency Response Team (CERT) training at the Old Courthouse
- Central Park groundbreaking will take place on August 10, 2023, at 9:00 AM located on Central Avenue and Filburn Avenue.
- CERF meeting Community Economic Resilience Fund - Kern Community College is sponsoring on August 29, 2023, 6:00 PM – 8:00 pm at Old Courthouse.



- City has accepted an offer to distribute compost to the community provided by American Refuse at the location on Annin and Gromer to begin August 2, 2023.
- North of 7th Street and D Street abandoned building has been cleared.
- Last meeting discussed the utility shutoff notices, of which 432 notices were delivered and had remarkable results – about half either paid their accounts to current or entered into a payment arrangement for residential and multi-family accounts. For commercial accounts - 31 were delinquent – 16 paid to current and/or entered into payment arrangements - 3 had a service change leaving only 12 accounts delinquent.

## **16) REPORTS FROM THE CITY COUNCIL:**

### **Mayor Pro Tem Garcia:**

- He visited the local churches and shared the news of the utility shutoff notices and recommended that the residents call the Community Action Partnership of Kern (CAPK) or the city for those in need of financial assistance.

### **Council Member Medina:**

- Pleased with news of the building on 7th Street and D Street building being knocked down and thanked staff
- House of Fades will offer free haircuts, free backpacks food, and drinks on Sunday, August 5, 2023, beginning at 9:00 AM.

### **Council Member Reyna:**

- Asked to bring back to a future meeting with an update – 2013 the city received \$2,781,433.00 from Caltrans Active Transportation Fund for the Safe Routes to School program – has the City used the funds or have the funds been exhausted; Has the City applied for additional funding to maintain and expand the existing infrastructure
- There was a truck vendor at westside park and a tricycle vendor selling food, and would like a discussion on having a nighttime market on weekends, Friday to Sunday, and asked the vendors to be there as long as they are complying with state laws, and the health department practices; asked to consider this idea for the future as a solution to having the food vendors selling food without being in compliance with the city ordinances.
- Regarding the Lily Street property great job to staff – one of the neighbors reported to him the car in the driveway has been used for homeless people to sleep in.

Mayor Martinez read the closed-session item titles.

No public comments.

Mayor Martinez adjourned into the closed session meeting with a five-minute recess at 6:57 PM.

Mayor Martinez adjourned out of the closed session meeting at 8:21 pm.

**17) CLOSED SESSION:**

- a. Approval of Closed Session Minutes for July 18, 2023

**b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) and Paragraph (1) of Subdivision (e) of §54956.9: One potential case

**18) CLOSED SESSION ACTION:**

**City Attorney Schroeter reported out.**

- a. Approval of Closed Session Minutes for July 18, 2023

**Motion** was made by Council Member Reyna, **seconded** by Mayor Martinez, to approve the closed session minutes by the following roll call vote:

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

**b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) and Paragraph (1) of Subdivision (e) of §54956.9: One potential case

**No reportable action**

**19) ADJOURNMENT:**

Mayor Martinez adjourned the meeting at 8:22 pm.

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Monica Flores, Deputy City Clerk

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Vincent Martinez, Mayor

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, August 1, 2023**  
Special Meeting – 6:00 pm.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**SPECIAL MEETING – 6:00 p.m.**

**1) CALL TO ORDER:** Mayor Martinez

Mayor Martinez called the meeting to order at 6:57 pm.

**2) ROLL CALL:**

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

Mayor Martinez read the closed session item titles.  
No public comments.

Mayor Martinez called a five-minute recess at 6:58 PM, then to adjourn into closed session at 7:03 PM.

Mayor Martinez adjourned out of closed session at 8:21 pm.

**3) CLOSED SESSION:**

**City Attorney Schroeter reported out.**

**a. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION** - (Paragraph (1) of subdivision (d) of Section 54956.9) Southern California Edison v. California State Board of Equalization et al.

**No reportable action.**

**b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – City Manager per Government Code Section 54947

**No reportable action.**

**4) ADJOURNMENT:**

Mayor Martinez adjourned the meeting at 8:22 pm.

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Monica Flores, Deputy City Clerk

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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:** August 15, 2023

**SUBJECT:** Adopt a resolution to Authorize the City Manager or Designee to enter into a service Agreement with the Office of the State Controller, Division of Audits, to Prepare the Annual Street Report for the Fiscal Year Ended June 30, 2023.

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### **Recommendation:**

Staff recommends that the City Council:

- 1) Adopt a resolution authorizing the City Manager or designee to enter into a service agreement with the Office of the State Controller, Division of Audits, to prepare the annual street report for the Fiscal Year ended June 30, 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.

### **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:**

The City of Wasco is required to file an Annual Street Report at the end of each fiscal year. The California State Controller will assist in the preparation of this report on a cost recovery basis, not to exceed \$3,000. There is a significant advantage in having the assistance of the State of California in preparing the report. The assistance provided by the State Controller's office is very valuable in creating an accurate and timely report. It should also be noted that if the State of California is involved in preparing the report, the more likely it is that the report will be accepted without further inquiry or audit. The cost of this report will be funded from the Gas Tax Revenues as allowed by the State.

**Fiscal Impact:**

None; the cost will be charged to the Gas Tax Fund. No budget action is required with the approval of this item.

**Attachments:**

1. Agreement
2. Resolution

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY  
MANAGER OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF THE STATE  
CONTROLLER, DIVISION OF AUDITS**

**WHEREAS**, the City wishes to enter into an agreement with the Office of the State Controller, Division of Audits; and

**WHEREAS**, the Office of the State Controller, Division of Audits will provide services to prepare the annual street report for the Fiscal Year ended June 30, 2023; 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**, the Office of the State Controller, Division of Audits, and the City each acknowledge that each party has reviewed the agreement; and

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

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

**SECTION 1:** Authorizes the City Manager or designee to enter into an agreement with the Office of the State Controller, Division of Audits for preparation of the annual street report, and not to exceed \$3,000.

-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 August 15, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

\_\_\_\_\_  
**VINCENT MARTINEZ,**  
**MAYOR** of the City of Wasco

\_\_\_\_\_  
**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco 21 214



MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER

June 21, 2023

Isarel Perez-Hernandez  
Finance Director  
City of Wasco  
764 E Street  
Wasco, CA 93280

Dear Mr. Perez-Hernandez:

The State Controller's Office, Division of Audits, is available to assist in preparing your fiscal year 2022-23 Annual Street Report on a cost-recovery basis. The estimated cost for our assistance should not exceed \$3,000. This preparation fee may be charged to your Special Gas Tax Street Fund.

If you would like our office to provide this service, please complete and return:

- The Contract for Services to Prepare the Annual Street Report; and
- The Contract Information Sheet for scheduling assistance.

Please return the above documents by July 16, 2023, to the State Controller's Office, Division of Audits, Local Government Audits Bureau, by email at [AUDStreetsRoads@sco.ca.gov](mailto:AUDStreetsRoads@sco.ca.gov).

Scheduling priority will be given to those who respond promptly. If you have any questions, please email us or contact Lisa Tam at (916) 323-5932.

Sincerely,

*Original signed by*

JORDAN INABNIT, CPA, Audit Manager  
Local Government Audits Bureau  
Division of Audits

Jl/lt

Enclosures





MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER

## CONTRACT FOR SERVICES TO PREPARE THE ANNUAL STREET REPORT

This contract is executed between the State Controller's Office (SCO), Division of Audits and the City of Wasco.

Whereas Section 2151 of the California *Streets and Highways Code* requires cities to file with the SCO on or before December 1 of each year, an Annual Street Report; and

Whereas the SCO is able to furnish and the city wishes to receive the services of the SCO to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2023, the SCO shall assist in the preparation of the city's report, a non-audit service.
- II. The report shall be in the form prescribed by the SCO.
- III. The report shall include a statement of all revenues and expenditures concerning city streets, and shall be prepared from the city's records made available to the SCO.
- IV. The report will be prepared from the city's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein.
- V. The city understands that the report is subject to subsequent review by the SCO and exceptions may be taken at the time regarding the legality of expenditures contained in the report, the accuracy of the records from which the report was prepared, or the accuracy of the report.
- VI. The SCO will furnish sufficient personnel to complete the report on or before the report's filing due date of December 1, 2023, except that the SCO is excused from such date if the city's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the SCO and the city, or if circumstances beyond the control of the parties prevent completion.
- VII. The city understands that this contract does not extend the filing due date of the report, and does not exempt the city from SCO's withholding of highway users tax fund allocations if the city is delinquent in filing the report, in accordance to Section 2155 of the California *Streets and Highways Code*.
- VIII. The city will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.

- IX. The city will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.
- X. The city will make any decision that involves management functions related to the non-audit service and accept full responsibility for such decisions.
- XI. The city will evaluate the adequacy of the services performed and review the completed report for accuracy.
- XII. The SCO will furnish one copy of the completed report to the city.
- XIII. This contract is subject to the SCO's charges for services rendered, and such charges shall be computed in accordance with Sections 9210 and 9211 of the *State Administrative Manual*. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XIV. Except as provided in paragraph XV, the aggregate cost of services provided under this agreement shall not exceed \$3,000.
- XV. If unforeseen circumstances develop during the course of the SCO's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the SCO is to be compensated for any additional time required. In any case, the SCO shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XVI. The city will pay the SCO for services rendered in a timely manner (including additional time pursuant to paragraph XV) and hereby warrants that funds are available from which payment may be made.
- XVII. Either party may terminate this contract by giving seven days written notice. Notice is effective upon receipt. SCO will give notice to the city's contracting officer or authorized representative. Notice to SCO may be served by e-mail at [AUDStreetsRoads@sco.ca.gov](mailto:AUDStreetsRoads@sco.ca.gov). During the seven-day period, the SCO may continue with the preparation of the report then in progress.

City of Wasco

MALIA M. COHEN  
California State Controller

Signature:

Date:

Signature:

Date:

Printed Name:

KIMBERLY TARVIN, CPA  
Chief, Division of Audits

Title:

Address:



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** August 15, 2023

**SUBJECT:** Approval of Travel Expenses Exceeding \$500.00 for the Kern County Law Enforcement Chief Executive's Association, POST Executive Seminar, September 6-8, 2023, Pismo Beach, CA.

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### Recommendation:

Staff recommends the City Council:

- 1) Approval of Travel Expenses Exceeding \$500.00 for Chief of Police Charlie Fivecoat, to the KCLECEA Executive Seminar, September 6 -8, 2023 in Pismo Beach, CA; and
- 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 2023 Kern County Law Enforcement Chief Executive's Association POST Executive Seminar is designed to meet California Peace Officer Standards and Training (POST) requirements for police executives. The training is eligible for POST reimbursement and allows local police executives to network and receive training on current issues affecting California law enforcement agencies.

The cost of the training, travel, 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.

**Fiscal Impact:**

It is estimated that the cost of travel and training for the Public Records Act course will not exceed \$1,000. The adopted FY 2022-2023 Operating Budget contains sufficient funding to cover this expense, no budget action is required with approval of this item.

**Attachments:**

1. Conference information

# Kern County Law Enforcement Chief Executive's Association

## ***POST Executive Seminar***

*Vespera Resort, Pismo Beach, CA 93449*

*Sept 6 -8, 2023 (20 hours)*

## **Hourly Training Schedule**

### **Wednesday, Sept 6, 2023**

7:45 AM - 8:00 AM	Welcome and Program Overview	Jared Kadel, Chief Kern County DA's Office.
8:00 AM - 12 Noon	Marijuana Dispensaries	Kevin McInerney / Department of Cannabis Control
12 Noon - 1:00 PM	Lunch	
1:00 PM - 5:00 PM	ATF Ghost Guns Update	Kenneth Cooper , Asst Special Agent in Charge ATF/San Francisco Office

### **Thursday, Sept 7, 2023**

8:00 AM - 12 Noon	Legislative Update	Bruce Praet-Lexipol
12 Noon - 1:00 PM	Lunch	
1:00 PM - 5:00 PM	Recruitment/Retention	Angela Barton Erica Byrd, Barton Marketing

### **Friday, Sept 8, 2023**

8:00 AM - 12 Noon	SB2/POST Update	Kevin Sherburne, POST
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## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Maria Lara, Assistant City Manager

**DATE:** August 15, 2023

**SUBJECT:** Adopt a Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto for the 2023 Wonderful Company Wonderful Community Grants.

---

### Recommendation:

Staff recommends the City Council:

1. Receive and file this report and adopt a Resolution of the City Council of the City of Wasco approving an application for funding and the execution of a grant agreement and any amendments thereto for the 2023 Wonderful Company Wonderful Community Grants; and
2. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

### 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, and is therefore not subject to review under CEQA.

### Discussion:

The Wonderful Company is investing \$1 million to help grow a beautiful world. Wonderful is inviting area nonprofits, schools, and local government agencies to apply for grants between \$1,000 - \$100,000 levels. Grant categories include youth enrichment/education, community health, domestic violence, arts, economic advancement, legal aid, park access & sustainability.

Staff is submitting two grant applications requesting a grand total of approximately \$50,000.00, to expand and promote the "Bike Safety Rodeo" and Police Activity League (PAL) Program. Staff is proposing expanding the Bike Safety Rodeo into a "Summer Safety

Program", that will include Bike, Swimming, Extreme Heat, and Fire Safety. Staff is also pursuing funding for computers, equipment, and furnishing of the PAL Building,

Applications are due August 31, 2023, at midnight.

The goal is to increase participation and provide an opportunity for the participants to learn and increase summer safety and promote healthy recreation activities.

**Fiscal Impact:**

No impact at this time. No match funds are required.

**Attachments:**

1. Resolution



RESOLUTION NO. 2023 - \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE WONDERFUL COMPANY'S 2023 WONDERFUL COMMUNITY GRANTS PROGRAM**

**WHEREAS**, the Wonderful Company has issued a call for applications for the 2023 Wonderful Community Grants Program; and

**WHEREAS**, the City of Wasco wishes to apply for and receive an allocation of funds through the Wonderful Community Grants Program.

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

**SECTION 1:** The City Council has reviewed and hereby approves the following request for a funding allocation from the Wonderful Company's Wonderful Community Grants Program:

- Summer Safety Program
- Police Activity League (PAL) Program

**SECTION 2:** The City Council hereby agrees to administer the grant, if awarded, according to the procedures stated in the application and execute any and all instruments required by the Wonderful Company for participation in the Wonderful Community Grants Program.

**SECTION 3:** The City Council hereby authorizes the City Manager or designee to act on the City's behalf in all matters pertaining to the application. If the application is approved, the City Manager or designee is authorized to enter into and sign the contract and amendments thereto with the Wonderful Company for the purposes of the grant.

-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 August 15, 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:** August 15, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order with Ferguson Waterworks in the amount not to exceed \$48,000.00 to purchase one hundred and fifty residential water meters.

---

### Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order with Ferguson Waterworks in the amount not to exceed \$48,000.00 to purchase one hundred and fifty residential water meters.
- 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:

These residential water meters will be replacing existing water meters. As water meters age, because they are mechanical, they tend to under register and not over register. This greatly affects water loss as we are not accurately billing for the water being supplied to residents. This purchase would allow the City to replace the meters as well as keep an inventory for future replacements. With materials and supply chain shortages it is prudent we keep inventory of these meters. This purchase order request is for one hundred (100) ¾" meters and fifty (50) 1" meters.

The City collected three quotes from vendors. Ferguson Waterworks came in at the lowest price per meter.

- 1) Ferguson Waterworks
  - i) ¾" T10 Neptune Meter: \$257.00
  - ii) 1" T10 Neptune Meter: \$350.00
- 2) Core and Main
  - i) ¾" Hersey Meter: \$290.00
  - ii) 1" Hersey Meter: \$405.00
- 3) Core and Main
  - i) ¾" Kamstrup Meter: \$375.00
  - ii) 1" Kamstrup Meter: \$555.00

**Due to Materials shortages coupled with shipping and logistics challenges a contingency was included of \$1,236.00 with this purchase order request.**

**Fiscal Impact:**

The City budgeted \$60,000.00 in the Water Department enterprise fund account #31400-505309 for meter replacements. This purchase order request includes contingencies bringing the total amount to \$48,000.00. No budget action is required with approval of this item.

**Attachments:**

1. Resolution
2. Ferguson and Core and Main Quotes



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

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

Deliver To:  
From: Ryan Madrigal  
Comments:

16:43:41 JUL 26 2023

Page 1 of 1

FERGUSON WATERWORKS #1423

Price Quotation

Phone: 661-396-3230

Fax: 661-397-7429

**Bid No:** B492895  
**Bid Date:** 07/26/23  
**Quoted By:** RIM

**Cust Phone:** 661-758-7200  
**Terms:** NET 10TH PROX

**Customer:** CITY OF WASCO  
764 E STREET  
METER SALES ONLY  
WASCO, CA 93280

**Ship To:** CITY OF WASCO  
764 E STREET  
METER SALES ONLY  
WASCO, CA 93280

**Cust PO#:**

**Job Name:** T10

Item	Description	Quantity	Net Price	UM	Total
SP-NED2C21RHF2SG7	3/4 T10 P/C CF 6' NICOR	100	257.000	CF	25700.00
SP-NED2F12RPHF11SG	1 T10 CF P/C 6' NICOR	50	350.000	CF	17500.00
<b>Net Total:</b>					\$43200.00
<b>Tax:</b>					\$3564.00
<b>Freight:</b>					\$0.00
<b>Total:</b>					<b>\$46764.00</b>

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

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

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

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.  
WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to

complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2777&on=435702>



## Bid Proposal for METERS

**CITY OF WASCO**

**Job Location:** WASCO, CA

**Bid Date:** 07/27/2023

**Core & Main** 3044035

**Core & Main**

4920 Lisa Marie Ct

Bakersfield, CA 93313

**Phone:** 661-834-1162

Seq#	Qty	Description	Units	Price	Ext Price
		<b>DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.</b>			
10		<b>HERSEY</b>			
20	100	3/4X7-1/2" VELB123N W/5' NICOR	EA	290.00	29,000.00
30	50	1" VEKB123N W/5' NICOR	EA	405.00	20,250.00
40		<b>4-6 WEEK LEAD TIME</b>			
50		<b>KAMSTRUP</b>			
60	100	3/4S FLOWIQ 2200 CF ALD 7-1/2"LL COMPOSITE BODY	EA	375.00	37,500.00
		02-K-02-D-1-8C-8-UB			
70	50	1 FLOWIQ 2200 CF ALD	EA	555.00	27,750.00
80		<b>4-6 WEEK LEAD TIME</b>			
<b>Sub Total</b>					<b>114,500.00</b>
<b>Tax</b>					9,446.25
<b>Total</b>					<b>123,946.25</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE A PURCHASE ORDER WITH FERGUSON WATERWORKS IN THE AMOUNT NOT TO EXCEED \$48,000.00 TO PURCHASE ONE-HUNDRED FIFTY RESIDENTIAL WATER METERS.**

**WHEREAS**, the City wishes to purchase a total of one-hundred-fifty (150) residential water meters; one hundred (100)  $\frac{3}{4}$  " meters, and fifty (50) 1" meters.

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

**WHEREAS**, the City's cost for this purchase will be in an amount not to exceed \$48,000.00 to be from the Water enterprise fund account #31400-505309; and,

**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 approve a purchase order with Ferguson Waterworks in the amount not to exceed \$48,000.00 to purchase one hundred and fifty (150) residential water meters.

-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 August 15, 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:** August 15, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or designee to execute Contract Change Order Request #1 in an amount not to exceed \$100,000.00 with B.R Frost Company for the Trickling Filter Rehabilitation Project.

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### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a Contract Change Order Request in an amount not to exceed \$100,000.00 with B.R Frost Company for the Trickling Filter Rehabilitation Project, and
- 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 Trickling Filter Rehabilitation project was awarded to B.R Frost Company in the amount of \$275,000.00 on April 18, 2023. The project provides for the coating and resurfacing of Trickling Filter Arms and Center Columns at the wastewater treatment facility.

After the disassembly and assessment of Trickling Filter #1 center column and arms, the inspection report revealed significant metal loss to the center column and various portions of the arms compromising its structural integrity due to the corrosive environment the unit is in.

Staff recommends repairing the existing center column and arms by welding additional steel to the corroded areas. This option would significantly extend the life of the trickling filters and allow for the unit to be put back into service in a fairly short timeframe.

A change order is required to make the repairs in an amount not to exceed \$100,000.00. This would cover the cost of the repair to Trickling Filter #1 and make additional repairs required once Trickling Filter #2 is disassembled.



**Fiscal Impact:**

\$275,000.00 was previously approved for CIP Project #20237. A budget transfer is required with this change order in an amount of up to \$100,000.00 to be funded by the wastewater enterprise reserve fund.

**Attachments:**

1. Resolution

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT CHANGE ORDER REQUEST #1 IN AN AMOUNT NOT TO EXCEED \$100,000.00 WITH BR FROST COMPANY FOR THE TRICKLING FILTER REHABILITATION PROJECT.**

**WHEREAS**, the City awarded a contract to B.R Frost Company, Inc. to provide rehabilitation services for the coating and resurfacing of trickling filters 1 & 2; and

**WHEREAS**, the City received a bid in the amount of \$251,600.00 to perform the work for this project; and

**WHEREAS**, the Trickling Filters have experienced significant corrosion, requiring additional repairs; and

**WHEREAS**, Staff recommends a budget transfer in an amount of \$100,000.00 to cover the costs of the additional repairs, paid by Wastewater Enterprise Fund; and

**WHEREAS**, the agreement is 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 designee to execute Contract Change Order Request #1 in an amount not to exceed \$100,000.00 with B.R Frost Company for the Trickling Filter Rehabilitation Project.

**SECTION 2:** Authorizes a budget transfer in an amount of up to \$100,000.00 out of Wastewater Enterprise Reserve Funds into CIP Project #20237.

-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 August 15, 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:** August 15, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to Execute an Agreement with Krazan & Associates to provide On-Call services for Materials Testing & Geotechnical Services.

---

**Recommendation:**

Staff recommends the City Council:

- 1) Adopt a resolution authorizing the City Manager or designee to execute an agreement with Krazan & Associates to provide On-Call services for Materials Testing & Geotechnical Services.
- 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 undertakes Local, State, and Federally funded capital improvement projects that require an outside firm to provide materials testing and geotechnical services. This includes but is not limited to a preliminary soils report, soil compaction testing, asphalt, concrete sampling/testing, etc. Due to the nature of the work, on-call services will eliminate delays caused by advertising these services separately on each project.

The City advertised the Request for Qualifications (RFQ). Three firms responded to this request and were ranked by a panel made up of three City Staff members. Firms were ranked by a set of criteria established in the RFQ.

<b><u>FIRM</u></b>	<b><u>AVG. SCORE</u></b>
BSK Associates	343
Krazan & Associates, Inc.	448
Universal Engineering Sciences	343

Krazan & Associates, Inc. was the highest-ranked firm. It is recommended that the City enter into an agreement with Krazan & Associates to provide on-call services. The term of the agreement is for three years, with the option to extend the contract for an additional two years. It also contains required language for State/Federal reimbursement provided that grant funds are available for project engineering.

**Fiscal Impact:**

None directly. Depending on the project, the funding source of the services provided may be grant funded, locally funded, or a combination of both. No budget action is required with approval of this item.

**Attachments:**

1. Resolution
2. Contract Agreement Attachment "A"
3. Cost Proposal Attachment "B"

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH KRAZAN & ASSOCIATES TO PROVIDE ON-CALL SERVICES FOR MATERIALS TESTING & GEOTECHNICAL SERVICES.**

**WHEREAS**, the City wishes to contract with Krazan & Associates, Inc. to provide On-Call Materials Testing & Geotechnical Services; and

**WHEREAS**, the services provided are described in the Contract 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**, Krazan & Associates, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

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

**SECTION 1:** Authorizes the City Manager or designee to execute an agreement with Krazan & Associates to provide On-Call services for Materials Testing & Geotechnical Services.

-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 August 15, 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 15<sup>th</sup> day of August 2023, by and between the CITY OF WASCO, hereinafter called "City", and *Krazan & Associates, Inc.* hereinafter called "Consultant".

### **WITNESSETH:**

WHEREAS, City wishes to hire Krazan & Associates, Inc. for On-call Materials Testing & Geotechnical Services as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

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

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

2. City hereby contracts with Consultant to perform On-Call Materials Testing & Geotechnical Services pursuant to the terms and conditions of this Agreement and Consultant is agreeable thereto.

3. Consultant agrees to complete the Services on a time and materials basis, utilizing the employee rates attached hereto as Exhibit "B" and by this reference made a part hereof (the "Fee") for a total price of not to exceed \$250,000 which shall represent the full and complete compensation due and owing. Consultant shall bill City by invoices no more often than monthly for the Services. Each invoice shall set forth the Services performed and the amount due and owing which may be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, each invoice shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Upon approval by the City Council, the invoice shall be paid in the amounts approved by the City Council within a reasonable time thereafter.

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

4. Consultant shall complete the Services within an approved amount of days from the date of the Task Order from the City. In the performance of Consultant's duties hereunder, Consultant shall provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Consultant's sole cost and expense.

5. NULL

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

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

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

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

9. Consultant represents and warrants that Consultant has workers compensation insurance as required by statute. Consultant represents and warrants that Consultant has professional errors and omissions insurance coverage in amounts not less than \$1 million per claim. Consultant represents and warrants that Consultant has general public liability insurance in the amount of \$1,000,000 per occurrence and Consultant shall name City, its officers, councilmembers, and employees as additional insureds on its

general liability insurance policy which shall be primary to any liability insurance policy or joint powers coverage maintained by the City and which shall provide City with at least ten days prior notice to termination or reduction in coverage.

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

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

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

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

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

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

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

16. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (a) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery or such date as shown on the overnight carrier's records, (b) when delivered by United States Mail, Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt (or refusal to sign) deemed the date of service, (c) three business days following deposit in the United States Mail, Postage Prepaid, (d) when sent by confirmed facsimile transmission, or (e) when sent by electronic mail ("email"). The following addresses shall be used: City – City Manager, 746 8th Street, Wasco, California 93280, Fax - (661) 758-7214, Email – [CityClerk@cityofwasco.org](mailto:CityClerk@cityofwasco.org); and Consultant – Karazan & Associates, Inc. 2205 Coy Avenue, Bakersfield, CA 93307 Fax - (661) 837-9201, Email – [LarryBurns@krazan.com](mailto:LarryBurns@krazan.com). Any party may change any of the foregoing as it relates to the party by giving written notice to the other party in the manner set forth herein.

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

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

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

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

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

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

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

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

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

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M. Scott Hurlbert, City Manager  
City Wasco, California, “**City**”

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Larry Burns, Operations Manager,  
Krazan & Associates, Inc.

**Exhibit “A”**  
**CONTRACT AGREEMENT**  
For On-Call Materials Testing & Geotechnical Services

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## I. INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the "CONSULTANT" is as follows:

Krazan & Associates, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Krazan & Associates

The name of the "CITY" is as follows:

City of Wasco

The Contract Administrator for CITY will be: Aurelio Garcia

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated May 2023. The approved CONSULTANT's Cost Proposal is attached hereto Attachment "B" and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee



exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

- E. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the CITY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.
- H. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **II. CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for CITY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

### **III. STATEMENT OF WORK**

CONSULTANT shall provide the City with On-Call geotechnical services as described in the REQUEST FOR QUALIFICATIONS FOR ON-CALL MATERIALS TESTING & GEOTECHNICAL SERVICES Issued: April 16, 2023.

### **IV. PERFORMANCE PERIOD**

- A. This AGREEMENT shall go into effect on 8/15/2023, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The AGREEMENT shall end on 8/15/2026, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

### **V. ALLOWABLE COSTS AND PAYMENTS**

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by CITY, CITY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable

expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both CITY and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by CITY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to CITY's Contract Administrator at the following address:

CITY OF WASCO/ AURELIO GARCIA  
764 E STREET, WASCO, CA 93280

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

- M. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by CITY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (250,000). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

## **VI. TERMINATION**

- A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

## **VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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

## **VIII. RETENTION OF RECORD/AUDITS**

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

## **IX. AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if

applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a) If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b) If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c) If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.



3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## **X. SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment  

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress

payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

#### G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

**Method 2:** No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

## XI. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:



1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.
2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## **XII. STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification,

straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit

one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

- b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

#### H. Employment of Apprentices

- 1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### **XIII. CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

### **XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

### **XV. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 -



Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

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

## **XVI. DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

## **XVII. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

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

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is

CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 1002: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

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

- (1) Withholding monthly progress payments;



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

E. Termination and [Replacement](#) of DBE Subconsultants

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

[Termination of DBE Subconsultants](#)

[After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the CITY:](#)

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

[CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:](#)

1. [Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the CITY. The written notice to the DBE must request they provide any response within five \(5\) business days to both the CONSULTANT and the](#)

CITY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the CITY and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
  - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The CITY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

#### Replacement of DBE Subconsultants

After receiving the CITY's written authorization of DBE termination request, CONSULTANT must obtain the CITY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the CITY which must include:
  - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Description of scope of work and cost proposal
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of CITY's authorization to terminate the DBE. CONSULTANT may request the CITY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the CITY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The CITY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

#### F. Commitment and Utilization

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

The CITY shall request CONSULTANT to:

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

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

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date.

CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the CITY within 30 days of contract acceptance.

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

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

#### G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the CITY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the CITY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the CITY immediately if they believe the DBE may not be performing a CUF.

The CITY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional CITY evaluations. The CITY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The CITY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the CITY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the CITY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of CITY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the CITY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. CITY may deny payment for the noncompliant portion of the work. CITY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. CITY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the CITY's approval. The CITY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.
- For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the CITY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## **XVIII. INSURANCE**

- A. A Commercial General Liability insurance policy is required, CONSULTANT shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$2,000,000;
  - (ii) An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
  - (iii) A provision that said insurance shall be primary and other insurance maintained by the City shall not contribute with the CONSULTANT's insurance;
  - (iv) A provision that said insurance shall provide for thirty (30) days written notice to City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).
- B. A Commercial Automobile Liability insurance policy is required for each vehicle used including non-owned and hired automobiles, CONSULTANT shall promptly provide proof

of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$2,000,000.
- (ii) An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the City shall not contribute with the CONSULTANT's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

- C. A Worker's Compensation and Employer's Liability insurance policy in the minimum amount of \$1,000,000 per bodily injury or disease is required. CONSULTANT shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to City. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

Before commencing to utilize employees in providing Services under this Contract, CONSULTANT warrants that it will comply with the provisions of the California Labor Code, requiring CONSULTANT to be insured for worker's compensation liability or to undertake a program of self-insurance therefore.

- D. Errors and Omissions insurance is required, CONSULTANT shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to City.

## **XIX. FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.



- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## **XX. CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **XXI. DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and Luis Villa, Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

## **XXII. INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## **XXIII. SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives.



CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

#### **XXIV. OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for federal-aid contracts).

- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

## **XXV. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

## **XXVI. CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

## **XXVII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## **XXVIII. EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

## **XXIX. PROMPT PAYMENT**

### **A. PROMPT PAYMENT FROM CITY TO CONSULTANT**

The CITY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the CITY shall act in accordance with both of the following:

- (1) The CITY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The CITY must return any payment request deemed improper by the CITY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

**B. PROMPT PAYMENT CERTIFICATION** For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the CITY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The CITY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The CITY must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

## **XXX. TITLE VI ASSURANCES**

### **APPENDICES A and E of the TITLE VI ASSURANCES**

#### **APPENDIX A**

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

- a. Compliance with Regulations: CONSULTANT 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: CONSULTANT, 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT'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 CONSULTANT 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: CONSULTANT 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.

CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the

State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX E**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following nondiscrimination 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 CR 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 of 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).

### **XXXI. NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Krazan & Associates, Inc.  
, Project Manager  
2205 Coy Avenue  
Bakersfield, CA 93307

CITY:

City of Wasco  
Aurelio Garcia, Contract Administrator  
764 E St  
Wasco, CA 93280

### **XXXII. CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named CITY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in

consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

### **XXXIII. SIGNATURES**

CITY OF WASCO

KRAZAN

---

M. Scott Hurlbert  
City Manager, City of Wasco

---

Larry Burns  
Operations Manager, Krazan & Associates, Inc.

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

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



**PREVAILING WAGE FEE SCHEDULE**

2205 Coy Avenue  
Bakersfield, CA 93307  
(661) 837-9200 Fax (661) 837-9201

**May 2023**



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# KRAZAN & ASSOCIATES, INC.

Established 1982

## Principals

**DEAN L. ALEXANDER**, R.E.A., R.C.E., R.G.E. .... CEO/Principal Engineer  
**BYRON “KIP” WILLIAMSON**, ..... Managing Partner/ Quality Control Director  
**DAVE JAROSZ**, R.C.E., R.G.E. .... President of Engineering Services

## KEY MANAGEMENT STAFF – BAKERSFIELD BRANCH

**DAVE JAROSZ**  
GEOTECHNICAL DIVISION MANAGER

**RYAN PRIVETT**  
SENIOR ENGINEER/LABORATORY MANAGER

**LARRY BURNS**  
BRANCH MANAGER

**KIP WILLIAMSON**  
STEEL SERVICES MANAGER

**BILL COOPER**  
ENVIRONMENTAL DIVISION MANAGER

**DOROTHY QUALLE**  
OFFICE MANAGER

**EVAN MCCUTCHEON**  
DISPATCHER

**LANCE MERRIFIELD**  
LABORATORY SUPERVISOR

**MIKE MOORE**  
FIELD SUPERVISOR

## COMPANY PROFILE

Krazan & Associates is a professional consulting firm specializing in environmental studies, environmental chemical analysis, geotechnical engineering, laboratory testing, construction testing and inspection, and contract drilling services.

Environmental studies are directed towards assessing and remediating petroleum, hydrocarbon, heavy metal, herbicide, and pesticide-related contamination in soils, groundwater, and air. Krazan & Associates services lending institutions, major oil companies, private industry, utility companies, and governmental agencies in their specific environmental needs. Environmental studies include soil and groundwater investigations, as well as complex sampling and monitoring programs.

Krazan & Associates, Inc. Analytical Laboratories provide capabilities for chemical analysis of soil and groundwater samples for most environmental studies. In-house laboratory analysis that Krazan can provide include gasoline, diesel, oil and grease, and chlorinated pesticide analyses.

Geotechnical Engineering services include soils engineering and site selection. Site selection services provide evaluation of the regional geologic framework, analysis of the engineering properties of the on-site soils, determination of the slope stability, and assessment of the effects of shallow groundwater on development.

Construction testing and inspection services provide quality control for new construction. Services include both field and laboratory functions utilizing certified inspectors. All personnel are in constant radio contact with our regional offices for immediate support and scheduling.

Contract drilling is provided to other professional firms requiring state-of-the-art specialty drilling and sampling services for both Geotechnical Engineering and Environmental studies.

## TERMS OF PAYMENT AND CHARGES

### Terms of Payment

Invoices shall be deemed delinquent if not paid within 30 days of the invoice date and will be subject to a late payment charge of 1.5% per month as liquidated damages for additional credit and collection expenses incurred by Krazan & Associates, Inc.

### Charges

#### **Minimum Charges**

All hourly field services have a 4 hour minimum charge. All field services will be billed on a portal to portal basis. Hourly office services have a 1 hour minimum charge.

#### **Regular Time Charges**

Regular time charges are Monday through Friday, between 7 a.m. to 4 p.m. Other arrangements available upon pre-approval.

#### **Over Time Charges (1.4)**

Services rendered on weekdays for in excess of 8 hrs. and up to 12 hrs. of total service that day. Saturday services will be charged at time and 1.4 the regular rate.

#### **Double Time Charges (1.8)**

Services rendered on Holidays, Sunday, in excess of 8 hours on Saturday, or in excess of 12 hours on weekdays, will be charged at 1.8 the regular rate.

#### **Travel Time and Mileage Charges**

Projects in excess of 20 miles from our local offices are subject to mileage charges.

#### **Miscellaneous and Subcontractor Charges**

Miscellaneous or unusual charges, such as parking, mailing, shipping, etc., and/or subcontractor charges, such as backhoe fees, will be charged to the client at cost plus 15%.

#### **Clerical and Engineer Review Charges**

All projects will incur clerical preparation and engineering review charges. Charges for special billing requirements may also apply. Clerical charges have a 1 hour minimum charge. Engineering reviews charges have a 1 hour minimum charge.

#### **Subsistence**

On remote jobs or projects, subsistence, when not furnished, will be an additional charge.

#### **Cancellation**

Late cancellation may be subject to reasonable charges if personnel cannot be appropriately reassigned or if remobilization is required. Canceled on site will have a 4 hour minimum charge.

#### **Insurance**

Krazan & Associates, Inc. carries in excess of all insurance required by law. Additional costs of extra insurance certificates, co-insurance endorsements or additional insurance will be charged to the client at cost plus 15%.

#### **Supervisor Charges**

Supervisor charges are above and beyond unit rates quoted.

*\* The billing rates in this Fee Schedule are subject to revision at the time of issuance of a new Determination and subsequent Determinations or Predetermined Increases of Prevailing Wage Rates for the duration of the project. The rates in effect at the time of a Determination or Predetermination shall be increased proportionally with respect to any labor and benefits rate increases mandated by the California Department of Industrial Relations.*

## PROFESSIONAL & TECHNICAL SERVICES

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### Professional

Principal Engineer.....	\$175.00/hr.
Registered Senior Engineer.....	135.00/hr.
Registered Geologist.....	130.00/hr.
Registered Environmental Assessor.....	125.00/hr.
Certified Asbestos Inspector/Manager.....	125.00/hr.
Project Engineer/Manager .....	145.00/hr.
Project Geologist.....	125.00/hr.
Chemist.....	105.00/hr.
Environmental Specialist.....	125.00/hr.
Project Administration & Analysis .....	105.00/hr.
Field Engineer/Inspector.....	125.00/hr.
Field Geologist.....	125.00/hr.

### Expert Witness Testimony

Consultation, Preparation for Court, Expert Witness .....	\$225.00/hr.
Court Appearance/Deposition .....	By Quote
Stand-By at Office (Waiting to be Called to Court).....	By Quote

### Technical

Engineering Technician.....	\$115.00/hr.
Environmental Technician.....	115.00/hr.
Laboratory Technician.....	68.00/hr.

### Support

Clerical .....	\$65.00/hr.
Per Diem.....	185.00/day.

## ENVIRONMENTAL SERVICES

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### Asbestos Consultation and Analysis

Asbestos Project Manager.....	By Quote
Asbestos Technician .....	By Quote
Analyze for Asbestos per EPA (PLM) Procedures.....	By Quote
Consult for Asbestos Abatement.....	By Quote

### Wells

Groundwater Monitoring Well Installations.....	By Quote
Groundwater Extraction Well.....	By Quote
Vapor Monitoring Well Installation .....	By Quote
Vapor Point Installation.....	By Quote
Vapor Extraction Well.....	By Quote

### Environmental Drilling, Exploration, Travel

Light Duty Drilling (continuous flight auger by Mobile Drill Minuteman or Giddings).....	\$160.00/hr.
Drilling (continuous flight, hollow stem auger or rotary wash, w/2 operators)	
SIMCO 2800S Drill Rig (truck mounted) .....	255.00/hr.
CME 45 Drill Rig (truck mounted) .....	255.00/hr.
CME 55 Drill Rig (truck mounted) .....	255.00/hr.
Mobile Drill B-61 Drill Rig (truck mounted).....	300.00/hr.
Mobile Drill B-61/HDX Drill Rig (truck mounted) .....	300.00/hr.
Mileage (support vehicles).....	00.70/mi.
Mileage (drill rig).....	00.90/mi.

### Other Equipment & Services Rates

Sample Container Charge:	
Stainless Steel Tube (including caps, Teflon/aluminum foil, labels, etc.) .....	\$5.00/ea.
6" Brass Sleeves (including caps, Teflon/aluminum foil, labels, etc.).....	4.00/ea.
VOA Vials .....	n/a.
1 Liter Sample Bottles.....	n/a
Personal Protective Equipment .....	By Quote
Hydropunch II Screen/Points/Seals .....	40.00/sample
Moss Wire Line Continuous Core Soil Sampler.....	250.00/day
Steam Cleaner or Pressure Washer.....	100.00/day
Magnetic Cable Locator .....	100.00/day
Photoionization Detector .....	100.00/day
Hand Auger.....	25.00/day
Free Product Recovery Emergency Response Equipment .....	By Quote
Hermit 2000 Datalogger Aquifer Testing Equipment.....	By Quote
Magnetometer .....	By Quote
Electromagnetometer .....	By Quote
Clean-up/Remedial Equipment.....	By Quote

## Laboratory Tests

<i>Analysis</i>	<i>Method</i>	<i>Price</i>
BTEX/MTBE	8021B	\$80.00/ea
TPH-Gasoline	8015	80.00/ea
BTEX/TPH-Gasoline	8021/8015	80.00/ea
TPH-Diesel	8015	80.00/ea
TRPH	418.1	75.00/ea
Volatile Organic Compounds	8260B	130.00/ea
SVOCs	8270C	185.00/ea
Organochlorine Pesticides & PCBs	8080	155.00/ea
Chlorinated Hydrocarbons	8120	195.00/ea
Organophosphorus Pesticides	8140/614	185.00/ea
Chlorinated Herbicides	8151A	175.00/ea
Purgeable Organics	8240/624	240.00/ea
Extractable Organics	8270/625	340.00/ea
TTLC (17 Metals without Chromium <sup>6+</sup> )	Title 22	165.00/ea
STLC Extraction	Title 22, WET	95.00/ea
Organic Lead	LUFT	105.00/ea
Oil and Grease	413.1	80.00/ea
EDB & DBCP	504	85.00/ea

## GEOTECHNICAL SERVICES

### Soils - Foundations – Geology

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#### Exploratory Drilling, Sampling, and Travel

Light Duty Drilling (continuous flight auger by Mobile Drill Minuteman or Giddings, operator only) .....	\$160.00/hr.
Drilling (continuous flight, hollow stem auger or rotary wash, w/2 operators)	
SIMCO 2800S Drill Rig (truck mounted) .....	255.00/hr.
CME 45 Drill Rig (truck mounted) .....	255.00/hr.
CME 55 Drill Rig (truck mounted) .....	255.00/hr.
Mobile Drill B-61 (truck mounted) .....	300.00/hr.
Mobile Drill B-61/HDX Drill Rig (truck mounted) .....	300.00/hr.
Mileage (support vehicles) .....	00.70/mi.
Mileage (drill rig) .....	00.90/mi.

#### Laboratory Tests

Sieve Analysis, Coarse, ASTM C 136 .....	\$195.00/ea.
Fine (including wash), ASTM C 137, C 177 .....	195.00/ea.
In-Situ Moisture Test by Microwave ASTM D 4643 .....	45.00/ea.
Hydrometer Analysis, ASTM D 422 .....	70.00/ea.
Specific Gravity, Bulk SSD, Coarse, ASTM C 127, C 117 .....	95.00/ea.
Fine, ASTM C 128 .....	150.00/ea.
Atterberg Limits, ASTM D 4318 .....	155.00/ea.
Moisture-Density Relations of Soils, ASTM D 698, D 1557, State 216 .....	210.00/ea.
Conformation Check Point .....	115.00/ea.
Consolidation Test ASTM D 2435 .....	175.00/ea.
Triaxial Compression Test, ASTM D 2850	
Unconsolidated, Undrained .....	200.00/ea.
Consolidated, Undrained .....	250.00/ea.
Consolidated, Undrained with Pore Pressure .....	400.00/ea.
Unconfined Compression Test, ASTM D 2166 .....	85.00/ea.
Expansion Index, UBC-29-2 .....	150.00/ea.
Direct Shear Test, ASTM D 3080	
Unconsolidated, Undrained, 1 point .....	165.00/ea.
Consolidated, Undrained, 1 point .....	60.00/ea.
Consolidated, Drained, 1 point .....	85.00/ea.
Permeability, Constant Falling Head, ASTM 2434 .....	175.00/ea.
Index Tests not Listed .....	By Quote
Sulfate Content .....	30.00/ea.
"R" (Resistance) Value, Cal. 301, ASTM D 2844 .....	250.00/ea.
"R" (Resistance) Value, Lime Treated or Requiring Recombining .....	300.00/ea.
Bearing Ratio, ASTM D 1883 .....	500.00/ea.
Plate Bearing Test, ASTM D 1195, D 1196 .....	By Quote



# CONSTRUCTION TESTING AND INSPECTION SERVICES

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## Administrative

Engineering Review .....	\$105.00/hr.
Report Preparation .....	65.00/ea.

## Job Site Inspection

Soil Compaction .....	\$115.00/hr.
Masonry, Concrete, Gunite, Asphalt .....	115.00/hr.
DSA Masonry .....	125.00/hr.
Structural Steel, Welding, Bolt Torque, Post Tension .....	115.00/hr.
Pile Driving, Soldier Beams, Shoring, Caissons .....	115.00/hr.
Build-up Roofing, Fire Proofing .....	115.00/hr.
Epoxy Placement, Anchor Bolt, Reinforcing Steel .....	115.00/hr.
Fire Stop .....	135.00/hr.
Floor Flatness (FF/FL) .....	185.00/hr.
Shearwall, Nailing .....	145.00/hr.
Torque Test of Post Installed Anchors .....	125.00/ea.
Proofload & Equipment of Epoxied Anchor or Reinforcing Steel .....	145.00/hr.
Proofload of Ceiling Wire and Equipment .....	145.00/hr.
Project Engineer/Project Manager Site Inspection .....	145.00/hr.
Mileage .....	0.70/ mile

## Plant Inspection

Structural Steel Fabrication .....	\$80.00/hr.
Material Identification .....	80.00/hr
Concrete Batch Plant .....	115.00/hr.
Pipe Plant (Reinforced Concrete, Clay, etc) .....	75.00/hr.
Glue-Laminated Fabrication (Local) .....	By Quote
Asphalt Batch Plant .....	115.00/hr.

## Nondestructive Examination

Ultrasonic, Magnetic Particle, Dye Penetrant .....	\$145.00/hr.
Radiographic .....	By Quote
Pachometer .....	130.00/hr.
Schmidt Hammer .....	125.00/hr.
Reinforcing Steel Location (Ferros Scan) .....	125.00/ea.
Skidmore Bolt .....	150.00/ea.

## Sample Pick-Up

Concrete Cylinder / Soil Pick-up Within 20-Mile Radius of Our Office	
Monday – Friday .....	\$115.00 hr./2 hr. min.
Saturday – Sunday .....	168.00 hr./2 hr. min.

## AC / Concrete Coring

Technician and Equipment (Field) .....	\$260.00/hr. / 4 hr min
Technician and Equipment (Lab) (Cores) .....	85.00/hr. / 2 hr min

## Concrete

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### Cylinder, Beams & Cores

Compression Test, 6" x 12" Cylinders, Including Hold, ASTM C 39 (set of 4) .....	\$120.00/set
Compression Test, 4" x 8" Cylinders, Including Hold, ASTM C 39 (set of 5) .....	120.00/set
Compression Test, Cores, ASTM C 42 (Does Not Include Special Prep. Time).....	45.00/ea.
Core Preparation (In Laboratory).....	20.00/ea.
Flexure Test, 6" x 6" Beams, ASTM C 78.....	120.00/set
Splitting Tensile, 6" x 12" Cylinders, ASTM C 496.....	30.00/ea.
Modulus of Elasticity Test - Static, ASTM C 469.....	65.00/ea.
Unit Weight Determination.....	45.00/ea.
Sample Preparation .....	5.00/ea.

### Shrinkage

Length Change (3 Beams, 4 Readings, Up to 90 Days), ASTM C 157 Modified .....	\$200.00
Additional Reading.....	25.00/3 bar set
Storage Over 90 days, Per set of 3 Beams.....	20.00/month

### Mix Design

Aggregate Tests for Concrete Mix Designs Only, Including Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Weight Per Cubic Foot, Per Aggregate Size.....	\$300.00/ea.
Review of Mix Design Prepared by Others .....	250.00/ea.
Trial Batch, ASTM C192.....	700.00/ea.

### Proportional Analysis

Proportional Analysis, Cement Factor & Percent Aggregate.....	\$225.00/ea.
Proportional Analysis, Cement Factor Only.....	175.00/ea.

## Reinforcement

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### Reinforcing Steel ASTM A 615

Tensile Test, No. 11 Bar or Smaller .....	\$45.00/ea.
Bend Test, No. 11 Bar or Smaller.....	45.00/ea.
Tensile Test, No. 14 Bar.....	55.00/ea.
Tensile Test, No. 18 Bar.....	60.00/ea.
Receive and Distribute Mill Certificates .....	7.00/ea.

### Welded Specimens

Tensile Test, Welded, No. 11 Bar or Smaller.....	\$45.00/ea.
Tensile Test, Welded, No. 14 Bar.....	60.00/ea.
Tensile Test, Welded, No. 18 Bar.....	75.00/ea.
Tensile Test, Mechanically Spliced Bar.....	90.00/ea.
Nick Break, Welded Re-Bar.....	25.00/ea.

### Prestress (Attachments To Be Furnished by Client)

Tensile Test and Elongation In 24" for Prestress Strand, ASTM A 416 .....	\$75.00/ea.
Tensile Test and Elongation In 10" for Prestressing Wire, ASTM A 421 .....	45.00/ea.
Modulus of Elasticity (Prestressing Wire) .....	85.00/ea.

## Aggregates

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### Basic Tests

Sieve Analysis - Processed (Each Size), ASTM C 136.....	\$195.00/ea.
Sieve Analysis - Pit Run.....	195.00/ea.
Specific Gravity, Coarse, ASTM C 127.....	80.00/ea.
Specific Gravity, Fine, ASTM C 128.....	80.00/ea.
Absorption, ASTM C 127, 128 .....	60.00/ea.
Unit Weight Per Cubic Foot, ASTM C 29 .....	60.00/ea.

### Deleterious Materials

Organic Impurities, ASTM C 40.....	\$60.00/ea.
Clay Lumps and Friable Particles, ASTM C 142.....	90.00/ea.
Material Finer than No. 200 Sieve, ASTM C 117 .....	120.00/ea.
Coal and Lignite, ASTM C 123 .....	90.00/ea.
Soft Particles, ASTM C 235.....	60.00/ea.
Acid Solubility .....	30.00/ea.

### Physical Properties

Soundness - Sodium or Magnesium (5 cycle), ASTM C 88.....	\$300.00/ea.
Abrasion (L.A. Rattler 100 & 500 cycles), ASTM C 131 .....	175.00/ea.
Potential Reactivity (Chemical Method 3 Determinations), ASTM C 289 .....	350.00/ea.
Potential Reactivity (Mortar Bar Method, ASTM C 227.....	400.00/ea.
Percent Flat or Elongated Particles, CRD C 119 .....	100.00/ea.
Percent Crushed Particles, Calif. 205 .....	80.00/ea.

### State Tests

Cleaness Value, CAL. 227 .....	\$95.00/ea.
Durability Index, CAL. 229 .....	115.00/ea.
Sand Equivalent (Average of 3), CAL. 217 .....	115.00/ea.
Clay by Hydrometer Methods, ASTM D 422.....	70.00/ea.
"R" (Resistance) Value, CAL. 301, ASTM D 2844.....	250.00/ea.
"R" (Resistance) Value, Lime Treated or Requiring Recombining .....	300.00/ea.

## Asphaltic Concrete

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### Stability Tests

Hveem, Pre-Mixed, CAL. 304.....	\$250.00/ea.
Hveem, Lab-Mixed, CAL. 304.....	325.00/ea.
Marshall, Pre-Mixed, ASTM D 1559.....	250.00/ea.
Marshall, Lab-Mixed, ASTM D 1559.....	325.00/ea.

### Maximum Density

Hveem, Pre-Mixed, CAL. 304.....	250.00/ea.
Hveem, Lab-Mixed, CAL. 304.....	350.00/ea.
Marshall, Pre-Mixed, ASTM D 1559.....	275.00/ea.
Marshall, Lab-Mixed, ASTM D 1559.....	350.00/ea.

Gradation on Extracted Sample (Including Wash)..... 160.00/ea.

Maximum Theoretical Unit Weight (Rice Gravity) ASTM 204..... 315.00/ea.

Complete Asphalt Concrete Mix Design (Hveem or Marshall)..... By Quote

Extraction, % Asphalt, ASTM D 2172 (Method B) or CAL.310

Excluding Ash Correction ..... 160.00/ea.

Penetration ASTM D ..... 545.00/ea.

Asphalt Core Density..... 25.00/ea.

AC Content, CAL 382 ..... 195.00/ea.

## Masonry and Related Materials

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### Brick ASTM C 67

Modulus of Rupture (Flexure).....	\$50.00/ea.
Compressive Strength.....	30.00/ea.
Absorption - 5 Hour or 24 Hour.....	40.00/ea.
Boil, 1, 2 or 5 Hour.....	40.00/ea.
Initial Rate of Absorption.....	30.00/ea.
Efflorescence.....	35.00/ea.
Dimensions, Overall, Coring, Shell and Web Thickness.....	12.00/brick
Coefficient of Friction (Slip Test).....	25.00/ea.
Cores, Compression.....	45.00/ea.
Cores, Shear, 6" and 8" Diameter, 2 Faces.....	50.00/core

### Concrete Block ASTM C 140

Moisture Content as Received.....	\$35.00/ea.
Absorption.....	50.00/ea.
Compression.....	120.00/ea.
Tension.....	100.00/ea.
Shrinkage, Modified British, ASTM C 426.....	55.00/ea.
Compression, 4,6,8' Cores.....	45.00/ea.

### Masonry Prisms ASTM E 447

Compression Test, Grouted Prisms.....	\$225.00/ea.
Cutting Prisms.....	By Quote
Pick-up Prisms - (Within 20-Mile Radius of Laboratory).....	115.00 hr./2 hr. min.

## Unreinforced Masonry Building Tests

In-Place Shear (Push) Tests .....	By Quote
15 Degree Core Shear Tests .....	By Quote
Wall Anchors.....	By Quote

## Mortar & Grout UBC Standard 24-22

Compression, 2" x 4" Mortar Cylinder .....	\$90.00/set
Compression, 3" x 6" Grout Prisms.....	90.00/set
Compression Test, 2" Cubes, ASTM C 109 .....	90.00/set

## Gypsum Roof Fill ASTM C 495

Compression Test.....	\$12.00/ea.
Density 20.00/ea.	

## Guniting/Shotcrete

Compression, 2, 4, 6" Cores, (does not include coring) ASTM C 42 .....	\$45.00/ea.
Pick-up Guniting Field Sample (20-Mile Radius) Less Than 100 lbs. Each.....	115.00/2 hr.
Pick-up Guniting Field Sample (20-Mile Radius) More Than 100 lbs. Each.....	By Quote

## Roofing Tile

Roofing Tile Breaking Strength per U.B.C. ....	By Quote
Roofing Tile Absorption .....	By Quote
Roofing Tile Additional/Special Tests.....	By Quote

## Fireproofing Tests

Field Sampling by Technician.....	\$105.00/hr.
Oven Dry Density .....	65.00/sample

## Miscellaneous and Specialty Testing

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### Testing Machines

Testing Machine with Operator in Laboratory	
60,000 to 250,000 Machine (Compression Only)	
30 Minutes including set-up time, Minimum .....	\$85.00
60 Minutes including set-up time, Minimum .....	125.00
400,000 Pound Machine (Universal)	
30 Minutes including set-up time, Minimum .....	125.00
60 Minutes including set-up time, Minimum .....	175.00
Load Tests .....	By Quote

Calibration of Skidmore-Wilhelm Device & Torque Wrench ..... By Quote

Calibration of Hydraulic Jacks ..... By Quote

Hydrostatic Tests ..... By Quote

Manhole Cover Tests ..... By Quote

### Mechanical Testing Services

Tensile Test - No Strain Measurement, Yield by Halt of Dial  
Up to 100,000 lb. .... \$65.00/ea.  
100,001 to 200,000 lb. .... 85.00/ea.  
Over 200,000 lb., each ..... By Quote  
Tensile Test - Mechanical Non-Printout Extensometer for Strain ..... By Quote  
Tensile Test - Electronic Extensometer with Recorded Printout ..... By Quote  
More than 1 test ..... By Quote  
Load Tests, Flexural, Bend, Impact, Axial, Racking ..... By Quote  
Strain Gauge Testing ..... By Quote  
Bend Test ..... By Quote

*Note: Sockets furnished by client*

Salt Spray ..... By Quote

### Multi-Channel Computer Aided Data Acquisition of:

Acceleration ..... By Quote  
Vibration ..... By Quote  
Movements (1.0001 inch) ..... By Quote  
Pressure ..... By Quote  
Machine Control Movement ..... By Quote  
Temperature ..... By Quote  
Strain Gauge ..... By Quote  
Stress Analysis ..... By Quote

## Metals

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Metallurgical Services ..... By Quote

### Weld Procedure Qualification and Welder Qualification

Weld Tensile Test ..... \$65.00/ea.  
Weld Bend Test ..... 45.00/ea.  
Machining for Weld Test, 1/2" thickness and less ..... 35.00/ea.  
Machining for Weld Test, over 1/2" thickness ..... 45.00/ea.  
Weld-Macro Etch ..... 60.00/ea.  
Weld-Fracture Test ..... 25.00/ea.  
Weld-Radiographic ..... By Quote  
Report Charge Minimum ..... 65.00/ea.  
Weld Procedures Qualifications ..... By Quote  
Sample Preparation ..... 55.00/hr.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Maria Lara, Assistant City Manager

**DATE:** August 15, 2023

**SUBJECT:** Adopt a Resolution Approving an Application for Funding and Authorize the City Manager or Designee to Execute a Grant Agreement and any Amendments Thereto for the California Strategic Growth Council Community Resilience Centers (CRC) Grant Program and Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

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### Recommendation:

Staff recommends the City Council:

- 1) Receive and file this report and adopt a Resolution of the City Council of the City of Wasco approving an application for funding and the execution of a grant agreement and any amendments thereto for the California Strategic Growth Council Community Resilience Centers Grant Program; and
- 2) Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

### Discussion:

On July 5, 2023, the California Strategic Growth Council (SGC) announced the availability of funding for Round 1 of the Community Resilience Centers (CRC) Program. Funds available include approximately \$5 million in Planning Grant funding, approximately \$9.6 million in Project Development Grant funding, and approximately \$84 million in Implementation Grant, totalling approximately \$98.6 million in CRC Round 1 awards across the 3 CRC grant types.

The CRC program will fund planning, development, construction, and upgrades of local facilities to serve as Community Resilience Centers, providing shelter, and resources during climate and other emergencies, including extreme heat events and poor air quality days.

The City of Wasco has identified potential sites for the construction of an Emergency Operating Center/Community Center and is pursuing a CRC Planning Grant, intended

to help in the initial stages of pre-development, site control, environmental, feasibility study, community engagement and coordination, site preparation, and other activities necessary to prepare/create a shovel ready project for future CRC Implementation Grant and other related funding opportunities. Planning Grant awards range from \$100,000 to \$500,000 each, with a grant term of approximately two (2) years.

Applications are due Monday, September 18, 2023, at midnight.

**Fiscal Impact:**

No impact at this time. No matching funds are required.

**Attachments:**

1. Resolution



**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING AN APPLICATION FOR FUNDING AND FILING A PLANNING GRANT APPLICATION FOR THE CALIFORNIA STRATEGIC GROWTH COUNCIL COMMUNITY RESILIENCE CENTERS (CRC) AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE THE GRANT AGREEMENT AND ANY AMENDMENTS THERETO FOR THE PURPOSE OF THE GRANT.**

**WHEREAS**, the Strategic Growth Council Community Resilience Centers (CRC) Planning Grant was created by Senate Bill (SB) 155 in 2022 to fund the construction or retrofit of facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change; and

**WHEREAS**, the CRC Planning Grants range from \$100,000-\$500,000 each, with a grant term of approximately two (2) years; and

**WHEREAS**, the City of Wasco can leverage this CRC Planning Grant by funding planning and pre-development, community engagement and coordination, site preparation, and other activities necessary to prepare for future CRC Implementation Grant Funding; and

**WHEREAS**, the City has identified potential project sites for an Emergency Operating Center/Community Cooling Center, this funding would assist with a community engagement plan, complete a fiscal analysis for development, construction, and maintenance costs and update our local Emergency Operating Plan; and

**WHEREAS**, City staff is requesting authorization to file the Strategic Growth Council Community Resilience Center Planning Grant and recommends City Council delegate the authority to the City Manager or designee to conduct all negotiations, sign, and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope.

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

**SECTION 1:** Authorizes the filing of a Strategic Growth Council Community Resilience Centers Planning Grant Application.

**SECTION 2:** Authorizes the City Manager or designee to act on the City's behalf in all matters pertaining to the application. If the application is approved, the City Manager or designee is authorized to enter into and sign the contract and amendments thereto with the California Strategic Growth Council for the purposes of the grant.

**SECTION 3:** Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

-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 August 15, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wasco

\_\_\_\_\_  
**VINCENT MARTINEZ,**  
**MAYOR** of the City of

**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  
Maria O. Martinez, City Clerk

**DATE:** August 15, 2023

**SUBJECT:** Introduce And Waive The First Reading Of An Ordinance Of The City Council Of The City Of Wasco Replacing Ordinance No. 18-698 And Amending Wasco Municipal Code Chapter 2.14 Relating To The Appointment Of The City Clerk And City Treasurer.

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#### **Recommendation:**

Staff recommends the City Council:

1. To Introduce And Waive The First Reading Of An Ordinance Of The City Council of The City Of Wasco, Replacing Ordinance No. 698 And Amending Wasco Municipal Code Chapter 2.14 Relating To The Appointment Of The City Clerk And City Treasurer.
2. Find that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and is not a project which has the potential for causing a significant effect on the environment.

#### **Background:**

On June 21, 2022, the City Council approved placing two Measures on the November 8, 2022, General Municipal Election ballot regarding if the Office of the Clerk and City Treasurer should be filled by election or appointment.

#### **Discussion:**

As a result of the General Municipal Election held on November 8, 2022, The City Clerk and City Treasurer positions have become appointive. At the same Municipal Election, both the existing City Clerk and City Treasurer were reelected for four-year terms.

Pursuant to Government Code Section 36510, the City Clerk and the City Treasurer on the date of this ordinance shall each retain their position until the expiration of their four-year term or in the event of a vacancy, whichever occurs first. Upon expiration of the term of the City Clerk or City Treasurer or if either office becomes vacant, the City Manager shall have the authority to appoint replacements. The City Manager shall also have the authority to remove each officer. The office of the City Clerk shall henceforth be known as the "City Clerk/Administrative Manager."

Upon expiration of the term of the person who is the City Treasurer as of the date of this ordinance or upon the office becoming vacant, the duties of the City Treasurer shall be merged with those of the Director of Finance, and the Director of Finance shall thereafter be both the Director of Finance and the City Treasurer.

**Fiscal Impact:**

There is no fiscal impact

**Attachments:**

1. Ordinance No 18-698
2. Proof of Publication
3. Ordinance No 23-\_\_\_\_\_

ORDINANCE NO. 18-698

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS

THE CITY COUNCIL OF THE CITY OF WASCO DOES ORDAIN AS FOLLOWS:

**Section 1.**

**AMENDMENTS**

- (a) Ordinance Nos. 192, 445.5, 621 and 673 and the City of Wasco Municipal Code are amended by replacing Section 2.08.030(b) with the following: "Each Councilmember shall receive health insurance benefits from the City except for any Councilmember who declines coverage by written notice to the City."
- (b) Section 1(b) of Ordinance No. 673 and Section 2.14.010 of the Wasco Municipal Code is replaced with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

**Section 2.**

**SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 3.**

**EFFECTIVE DATE**

This Ordinance shall take effect 30 days after the date of its passage and within 15 days of its passage shall be published in the newspaper of general circulation, printed and published in the City of Wasco.

--ooOoo--

**INTRODUCED** at a regular meeting of the City Council of the City of Wasco on the 2nd day of October 2018.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Wasco on the day 6<sup>th</sup> of November, 2018, by the following votes:

COUNCIL MEMBERS: REYNA, GARCIA, CORTEZ, ESPITIA, WEGMAN

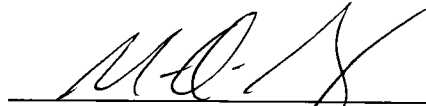
AYES:

NOES:

ABSTAIN:

ABSENT:

✓ ✓ ✓  
Espitia, Wegman  
None  
None

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

APPROVED: Nov. 6, 2018

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



ORDINANCE NO. 18-698

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS

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**Section 1.**

**AMENDMENTS**

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- (b) Section 1(b) of Ordinance No. 673 and Section 2.14.010 of the Wasco Municipal Code is replaced with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

**Section 2.**

**SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 3.**

**EFFECTIVE DATE**

This Ordinance shall take effect 30 days after the date of its passage and within 15 days of its passage shall be published in the newspaper of general circulation, printed and published in the City of Wasco.

--ooOoo--


**INTRODUCED** at a regular meeting of the City Council of the City of Wasco on the 2nd day of October 2018.

CITY OF WASCO  
ORIGINAL

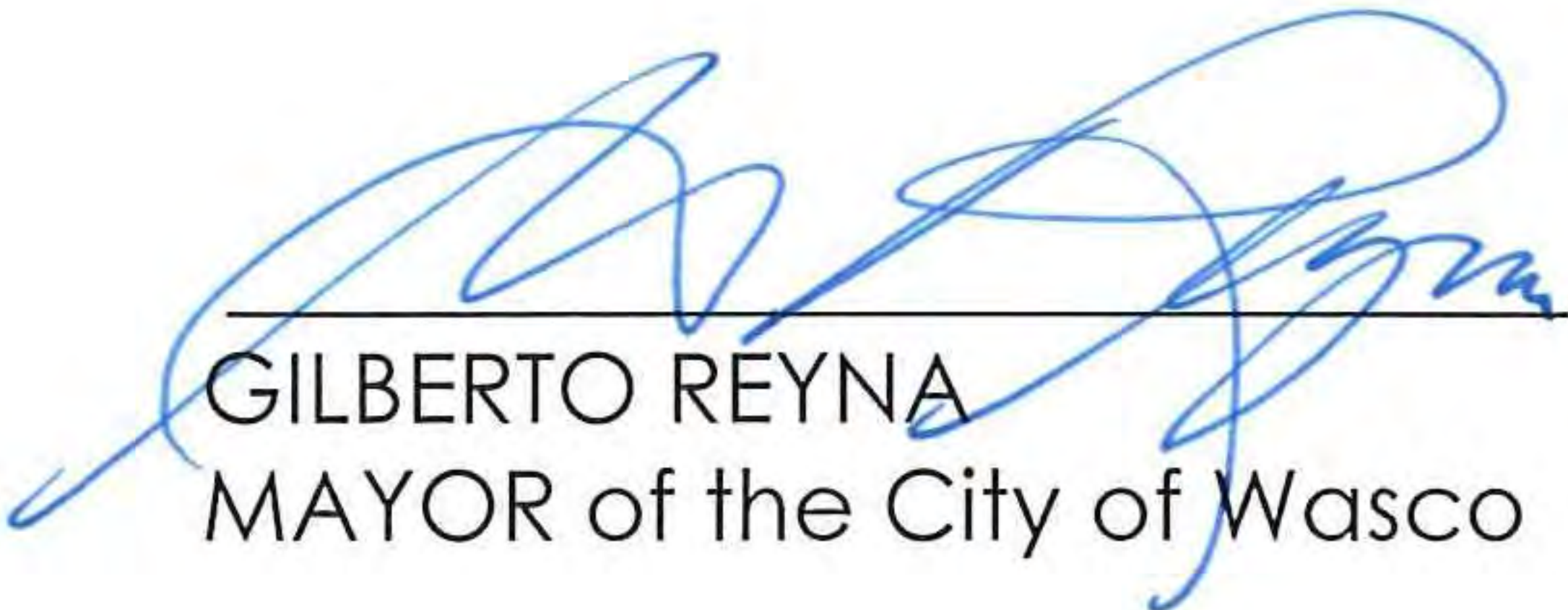


**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Wasco on the day 6<sup>th</sup> of November, 2018, by the following votes:

COUNCIL MEMBERS:	REYNA, GARCIA, CORTEZ, ESPITIA, WEGMAN
AYES:	
NOES:	<u>Espitia, Wegman</u>
ABSTAIN:	<u>None</u>
ABSENT:	<u>None</u>

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

APPROVED: Nov. 6, 2018

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





# PROOF OF PUBLICATION

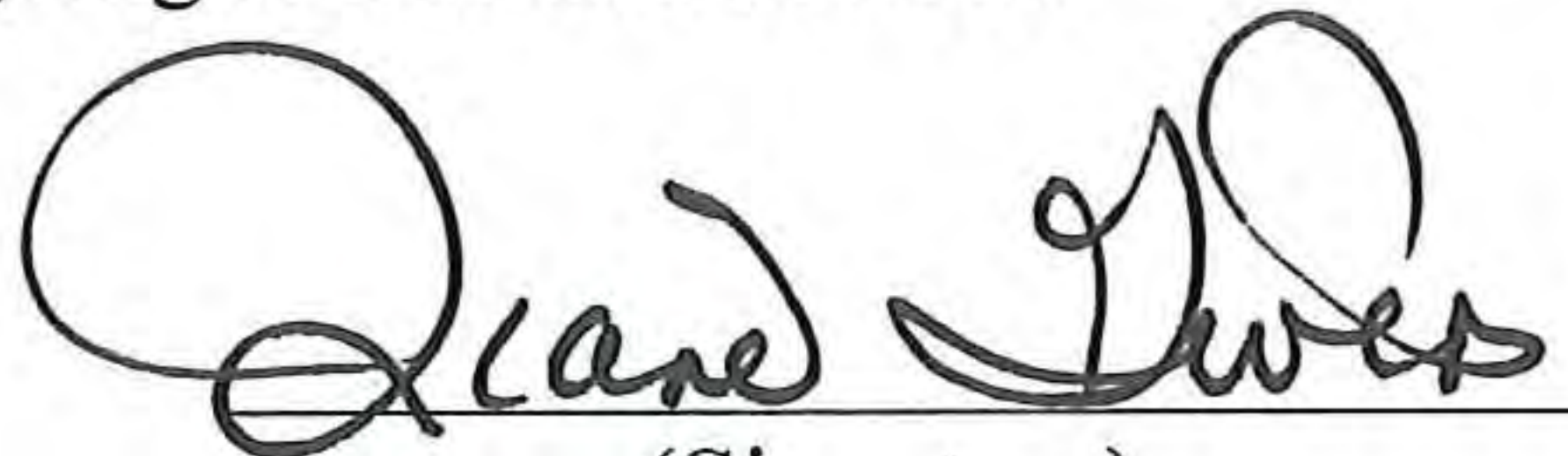
(2015.5C.C.P.)  
(GENERAL FORM)

STATE OF CALIFORNIA } ss.  
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

*November 15, 2018*

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

  
(Signature)

Executed on 11-15-18  
at Shafter, California

The *Wasco Tribune*  
PO Box 789  
Shafter, CA 93263

Phone (661)292-5100

**PUBLIC NOTICE  
PUBLIC NOTICE OF ADOPTION OF  
ORDINANCE  
BY THE WASCO CITY COUNCIL  
ORDINANCE NO. 18-698**

NOTICE IS HEREBY GIVEN that on z November 6, 2018, the City Council of the City of Wasco adopted Ordinance No. 18-698 entitled:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS

**SUMMARY**

The proposed Ordinance will amend Municipal Code replacing Section 2.08.030(b) with the following: "Each Councilmember shall receive health insurance benefits from the City except for any Councilmember who declines coverage by written notice to the City; and

Section 2.14.010 of the Wasco Municipal Code replacing with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

The Ordinance was adopted by the following vote:

AYES: REYNA, GARCIA, CORTEZ

NOES: ESPITIA, WEGMAN

ABSTAIN: NONE

ABSENT: NONE

A copy of the full text of Ordinance No. 18-698 is available for review in the Office of the City Clerk, City of Wasco, 746 - 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: November 8, 2018

/s/ MARIA O. MARTINEZ

Clerk of the City of Wasco and Ex-Officio Clerk of the Council

Publish *Wasco Tribune* November 15, 2018



PUBLIC NOTICE OF ADOPTION OF ORDINANCE

BY THE WASCO CITY COUNCIL

ORDINANCE NO. 18-698

NOTICE IS HEREBY GIVEN that on November 6, 2018, the City Council of the City of Wasco adopted Ordinance No. 18-698 entitled:

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING  
ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND  
2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH  
INSURANCE BENEFITS FOR ELECTED OFFICIALS**

**SUMMARY**


- (a) The proposed Ordinance will amend Municipal Code replacing Section 2.08.030(b) with the following: "Each Councilmember shall receive health insurance benefits from the City except for any Councilmember who declines coverage by written notice to the City; and
- (b) Section 2.14.010 of the Wasco Municipal Code replacing with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

The Ordinance was adopted by the following vote:

AYES: REYNA, GARCIA, CORTEZ  
NOES: ESPITIA, WEGMAN  
ABSTAIN: NONE  
ABSENT: NONE

A copy of the full text of Ordinance No. 18-698 is available for review in the Office of the City Clerk, City of Wasco, 746 – 8<sup>th</sup> Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: November 8, 2018

/s/   
**MARIA O. MARTINEZ**  
Clerk of the City of Wasco and  
Ex-Officio Clerk of the Council

Published: November 15, 2018, Wasco Tribune



**PUBLIC NOTICE OF ADOPTION OF ORDINANCE**

**BY THE WASCO CITY COUNCIL**

**ORDINANCE NO. 18-698**

**NOTICE IS HEREBY GIVEN** that on z November 6, 2018, the City Council of the City of Wasco adopted Ordinance No. 18-698 entitled:

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING  
ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND  
2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH  
INSURANCE BENEFITS FOR ELECTED OFFICIALS**

**SUMMARY**


- (a) The proposed Ordinance will amend Municipal Code replacing Section 2.08.030(b) with the following: "Each Councilmember shall receive health insurance benefits from the City except for any Councilmember who declines coverage by written notice to the City; and
- (b) Section 2.14.010 of the Wasco Municipal Code replacing with the following: "City Clerk, City Treasurer Health Insurance. The City Clerk and the City Treasurer shall be entitled to health insurance benefits except to the extent he or she declines the benefits in writing to City or unless either one is receiving health insurance benefits in his or her position as a non-elected employee."

The Ordinance was adopted by the following vote:

AYES: REYNA, GARCIA, CORTEZ  
NOES: ESPITIA, WEGMAN  
ABSTAIN: NONE  
ABSENT: NONE

A copy of the full text of Ordinance No. 18-698 is available for review in the Office of the City Clerk, City of Wasco, 746 – 8<sup>th</sup> Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: November 8, 2018

/s/   
**MARIA O. MARTINEZ**  
Clerk of the City of Wasco and  
Ex-Officio Clerk of the Council

Published: November 15, 2018, Wasco Tribune



# PROOF OF PUBLICATION

(2015.5C.C.P.)  
(GENERAL FORM)

2018-698

STATE OF CALIFORNIA } ss.  
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

*September 27, 2018*  
I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

*David Gueb*

(Signature)

Executed on *9-27-18*  
at Shafter, California

**PUBLIC NOTICE  
NOTICE BY THE WASCO  
CITY COUNCIL  
OF INTENT TO ADOPT AN  
ORDINANCE**

NOTICE IS HEREBY GIVEN that on October 2, 2018, at 6:00 p.m. or as soon thereafter, the City Council of the City of Wasco intends to adopt an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS

**SUMMARY**

The proposed Ordinance will amend the previous Ordinance Nos 192, 445.5, 621 and 673 by providing Health Insurance Benefits for all Elected Officials. If adopted by the City Council, the ordinance will become effective 30 days from the date it is adopted.

A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Wasco, 746 - 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: September 24, 2018

/s/MARIA O. MARTINEZ

Clerk of the City of Wasco and  
Ex-Officio Clerk of the Council  
Published *Wasco Tribune* September 27, 2018

*The Wasco Tribune*  
PO Box 789  
Shafter, CA 93263

Phone (661)292-5100



# PROOF OF PUBLICATION

(2015.5C.C.P.)  
(GENERAL FORM)

STATE OF CALIFORNIA } ss.  
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

*September 13, 2018*

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

*David Lopez*

(Signature)

Executed on 9-13-18  
at Shafter, California

The *Wasco Tribune*  
PO Box 789  
Shafter, CA 93263

Phone (661)292-5100

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING BY  
THE CITY COUNCIL OF THE CITY  
OF WASCO  
REGARDING ITS INTENT TO ADOPT  
AN ORDINANCE**

**NOTICE IS HEREBY GIVEN** that the Wasco City Council will hold a public hearing on **Tuesday, October 2, 2018 at 6:00 p.m.**, or as soon thereafter as the matter may be heard, in the Council Chambers of City Hall, 746 - 8th Street, Wasco, CA 93280, to receive testimony regarding the following:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS SUMMARY**

The proposed Ordinance will amend Appendix "A" of Title 16 - Subdivisions of the Wasco Municipal Code. Appendix "A" contains the construction standards, which were last updated in 2011. All new construction and development are required to follow these standards. There are various proposed changes to the construction standards that reflect the latest in the industry and other improvements that have been suggested by City Staff. If adopted by the City Council, the ordinance will become effective 30 days from the date it is adopted.

A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Wasco, 746 - 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

**/s/MARIA O. MARTINEZ**  
Clerk of the City of Wasco and  
Ex-Officio Clerk of the Council  
Publish *Wasco Tribune* September 13, 2018

*Incorrect  
Re-Published*



**NOTICE BY THE WASCO CITY COUNCIL  
OF INTENT TO ADOPT AN ORDINANCE**

NOTICE IS HEREBY GIVEN that on October 2, 2018 at 6:00 p.m. or as soon thereafter, the City Council of the City of Wasco intends to adopt an Ordinance entitled:

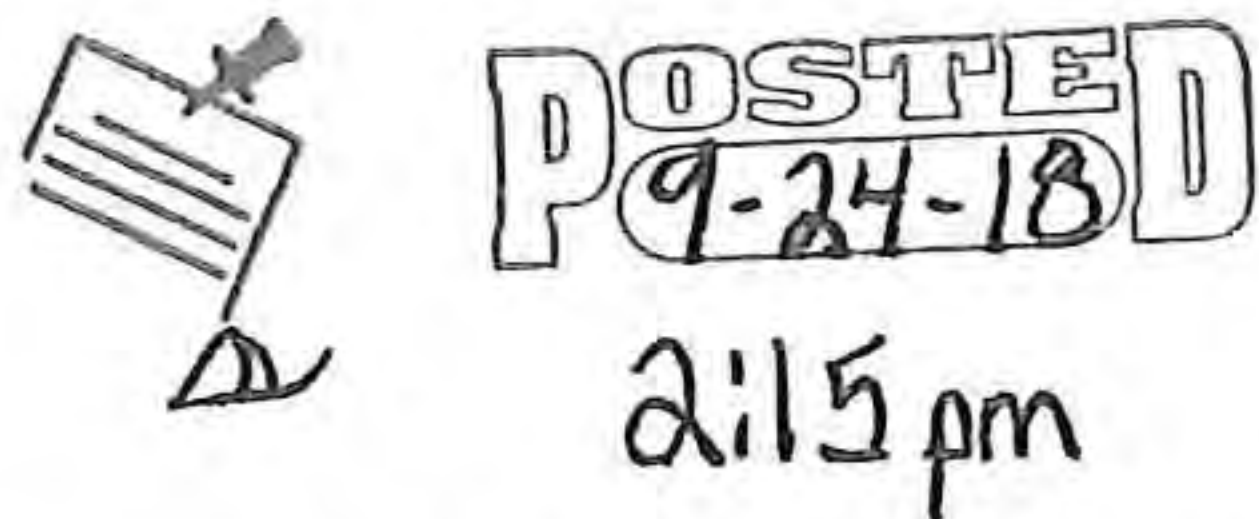
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS**


**SUMMARY**

The proposed Ordinance will amend previous Ordinance Nos 192, 445.5, 621 and 673 by providing Health Insurance Benefits for all Elected Officials. If adopted by the City Council, the ordinance will become effective 30 days from the date it is adopted.

A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Wasco, 746 – 8<sup>th</sup> Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: September 24, 2018



  
**MARIA O. MARTINEZ**  
Clerk of the City of Wasco and  
Ex-Officio Clerk of the Council

Published Date: September 27, 2018



**NOTICE BY THE WASCO CITY COUNCIL**

**OF INTENT TO ADOPT AN ORDINANCE**

**NOTICE IS HEREBY GIVEN** that on October 2, 2018 at 6:00 p.m. or as soon thereafter, the City Council of the City of Wasco intends to adopt an Ordinance entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDING ORDINANCE NOS 192, 445.5, 621 AND 673 AND SECTIONS 2.08.030 AND 2.14.010 OF THE WASCO MUNICIPAL CODE CONCERNING HEALTH INSURANCE BENEFITS FOR ELECTED OFFICIALS**

**SUMMARY**

The proposed Ordinance will amend previous Ordinance Nos 192, 445.5, 621 and 673 by providing Health Insurance Benefits for all Elected Officials. If adopted by the City Council, the ordinance will become effective 30 days from the date it is adopted.

A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Wasco, 746 – 8<sup>th</sup> Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: September 24, 2018



**MARIA O. MARTINEZ**

Clerk of the City of Wasco and  
Ex-Officio Clerk of the Council

Published Date: September 27, 2018



# PROOF OF PUBLICATION

(2015.5C.C.P.)  
(GENERAL FORM)

STATE OF CALIFORNIA } ss.  
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

**August 3, 2023**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

*Diane Givens, JM*  
(Signature)

Executed on **August 3, 2023**  
at Shafter, California

The *Wasco Tribune*  
PO Box 789  
Shafter, CA 93263

Phone (661)292-5100

**PUBLIC NOTICE  
LEGAL NOTICE  
Notice of Public Hearing  
City Council Meeting Date of  
August 15, 2023**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Wasco City Council on Tuesday, August 15, 2023, at 6:00 P.M. or soon thereafter in the City Council Chambers located at 746 8th Street, Wasco, California, to consider the following:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO REPLACING ORDINANCE NO. 698 AND AMENDING WASCO MUNICIPAL CODE CHAPTER 2.14 RELATING TO THE APPOINTMENT OF THE CITY CLERK AND CITY TREASURER

The Municipal Code text changes and any supporting documents may be reviewed during regular business hours at City Hall located at 746 8th Street, Wasco, CA 93280. Any person wishing to testify on the above may appear before the City Council at their hearing on August 15, 2023, or submit written comments before August 15, 2023.

If you challenge this proposal or any aspect of it in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or written correspondence delivered to the City of Wasco City Clerk's Office, 746 8th Street, Wasco, CA 93280, at, or prior to the public hearing.

If you need special assistance to participate in the meetings described in this notice, please contact the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to these meetings. Telephone (661) 758-7215 or via California Relay Service (Hearing Impaired Only). Requests for assistance should be made at least two (2) days in advance whenever possible. If you have any questions, you may contact the City Clerk's Office at (661) 758-7215.

/s/Monica Flores, Deputy City Clerk  
Publish Wasco Tribune August 3, 2023



**ORDINANCE NO. 2023 -**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO REPLACING  
ORDINANCE NO. 698 AND AMENDING WASCO MUNICIPAL CODE CHAPTER  
2.14 RELATING TO THE APPOINTMENT OF THE CITY CLERK AND CITY TREASURER**

**THE CITY COUNCIL OF THE CITY OF WASCO DOES ORDAIN AS FOLLOWS:**

**Section 1.                    AMENDMENTS.**

(a) Chapter 2.14 of the Wasco Municipal Code is hereby replaced in its entirety with the following:

**Chapter 2.14**

**CITY CLERK, CITY TREASURER**

2.14.010 Offices--Appointment

2.14.020 Powers and duties.

2.14.030 Deputies-Appointments-Powers and Duties

2.14.040 Compensation

2.14.050 Health Insurance

**2.14.010 Office – Appointment**

As a result of the general municipal election held on November 8, 2022, the City Clerk and City Treasurer positions have become appointive. At the same municipal election, both the existing City Clerk and City Treasurer were reelected for four-year terms. Pursuant to Government Code Section 36510, the City Clerk and the City Treasurer on the date of this ordinance shall each retain their position until the expiration of their four-year term or in the event of a vacancy, whichever occurs first. Upon expiration of the term of the City Clerk or City Treasurer or if either office becomes vacant, the City Manager shall have the authority to appoint replacements. The City Manager shall also have the authority to remove each officer. The office of the City Clerk shall henceforth be known as the "City Clerk/Administrative Manager."

**2.14.020 Powers and duties.**

A. The City Clerk/Administrative Manager shall exercise such powers and perform such duties as described by the City Manager from time to time and in the Government Code.

B. The City Treasurer shall exercise such powers and perform such duties as described by the City Manager from time to time and in the Government Code.

**2.14.030 Deputies-Appointments-Powers and Duties**

The City Manager may appoint one or more deputies for the City Clerk/Administrative Manager with the power to remove them or any of them and to establish the duties and powers that they are to perform.

**2.14.040 Compensation**

Compensation of the City Clerk/Administrative Manager and any deputies and compensation of the City Treasurer shall be fixed by the City Council.

**2.14.050 Health Insurance**

The City Clerk/Administrative Manager and deputies, and the City Treasurer shall be entitled to health insurance benefits.

**2.14.060 Merger with Director of Finance.**

Upon expiration of the term of the person who is the City Treasurer as of the date of this ordinance or upon the office becoming vacant, the duties of the City Treasurer shall be merged with those of the Director of Finance, and the Director of Finance shall thereafter be both the Director of Finance and the City Treasurer.

**Section 2. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 3. ENVIRONMENTAL QUALITY ACT.**

This ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and is not a project which has the potential for causing a significant effect on the environment.

**Section 4. EFFECTIVE DATE.**

This Ordinance shall take effect 30 days after the date of its passage and, within 15 days of its passage, shall be published in a newspaper of general circulation, printed and published in the City of Wasco.

**INTRODUCED** at a regular meeting of the City Council of the City of Wasco on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

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  
Maria O. Martinez, City Clerk

**DATE:** August 15, 2023

**SUBJECT:** Discussion and Possible Minute Action to Appoint One Voting Delegate and Two Alternates for the League of California Cities 2023 Annual Conference and Expo held on September 20-22, 2023, in Sacramento, California.

---

### **Recommendation:**

Staff recommends the City Council;

- 1) Appoint one voting delegate and two alternates for the League of California Cities 2023 Annual Conference and Expo held on September 20-22, 2023, in Sacramento, California, and
- 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 League of California Cities requests the City Council appoint one voting delegate and two alternates for the League of California Cities 2023 Annual Conference and Expo. An important part of the Annual Conference is the Annual Business meeting on Friday, September 22, 2023. At this meeting, the League of California Cities membership considers and acts on resolutions establishing California Cities policy. In order to vote, the city council must designate a voting delegate and two alternates.

Attached to this staff report is the League of California Cities letter requesting the appointment of the voting delegate and alternates.

**Fiscal Impact:**

None

**Attachments:**

1. League of California Cities Letter



Council Action Advised by August 28, 2023

**DATE:** Wednesday, June 21, 2023

**TO:** Mayors, Council Members, City Clerks, and City Managers

**RE:** DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,  
Sacramento SAFE Credit Union Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.**

**New this year, we will host a pre-conference information session for voting delegates to explain their role.** Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](http://calcities.org) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.





CITY: \_\_\_\_\_

## 2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by **Monday, August 28, 2023.** Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate **one voting delegate and up to two alternates.**

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

### 1. VOTING DELEGATE

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

### 2. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

### 3. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

### ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

**ATTEST:** I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mayor or City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

Please complete and email this form to [votingdelegates@calcities.org](mailto:votingdelegates@calcities.org) by Monday, August 28, 2023.

# How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>

### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

## What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Nancy Vera, Human Resource Manager

**DATE:** August 15, 2023

**SUBJECT:** Adopt a Resolution Approving an Employment Agreement with Alecio Mora as Wasco Police Lieutenant, and Authorize the City Manager or Designee to Endorse the Agreement.

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### Recommendation:

Staff recommends the City Council:

- 1) Staff recommends the City Council to adopt a resolution and approve an Employment Agreement with Alecio Mora as the Police Lieutenant.
- 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 has advertised and accepted applications for the position of Police Lieutenant. After conducting interviews and background processes, City staff recommends and proposes to contract Alecio Mora as Police Lieutenant. Mr. Mora currently serves as a full-time Police Sergeant for the City of Shafter. Mr. Mora holds a Bachelor of Arts in Criminal Justice with a Minor in Sociology from the California State University, Bakersfield, and is currently working to complete a Master's Degree. Mr. Mora has met all of the California Peace Officer Standards and Training (POST) requirements for this position including a Basic, Intermediate, Advanced, and Supervisory Certificate from the Commission on Peace Officer Standards and Training (POST).

The Police Lieutenant is second-in-command to the Chief of Police and is responsible for overseeing a variety of special projects for Local Public Safety. Tasks include but are not limited to the daily operations of the City of Wasco's Police Department, community, governmental and interdepartmental relations; requiring considerable public contact as well as a broad knowledge of the City as a whole. It is crucial to have an individual who can understand the technical aspects of the local government and the needs of our residents. More importantly, this individual will need to have a "big-picture" perspective to help guide the community into the future. They must be willing and capable of working in a collaborative manner with people at all levels within the organization, as well as be able to communicate and engage with the community, the City's executive leadership team, and the City Council.

Wasco Municipal Code states:

"2.04.130 Powers and duties--Appointment and removal.

It shall be the duty of the city manager to, and he shall appoint, remove, promote and demote any and all officers and employees of the city, excepting elected officers and the city attorney. The city manager shall enter into a contract in writing on behalf of the city with all department heads in a form approved by the city council."

Mr. Mora's employment agreement will be for an initial term of three years with a base salary of \$133,000.00. His other terms and benefits are similar to those of other current and previous department directors. The employment agreement has been developed by the City's employment law attorney and reviewed by the City Attorney.

**Fiscal Impact:**

The estimated fiscal impact is equal to the current and future annual budget appropriation for salary and benefits relating to the Employment Agreement. The Adopted FY 2023-2024 Operating Budget for the Police Department has sufficient funding to cover the cost of this position. No budget action is required with approval of this item.

**Attachments:**

1. Resolution
2. Employment Agreement

**RESOLUTION NO. 2023 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AN  
EMPLOYMENT AGREEMENT CONTRACT WITH ALECIO MORA TO SERVE AS WASCO  
POLICE LIEUTENANT, AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO ENDORSE  
THE AGREEMENT**

**WHEREAS**, the City wishes to employ Mora as the Police Lieutenant for the Wasco Police Department; and

**WHEREAS**, Mora will be employed by the City under the terms and conditions described in the employment agreement; and

**WHEREAS**, said agreement will be made in the form and manner prescribed to other director level employees; and,

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

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

**SECTION 1:** Authorized the City Manager or designee to approve and sign the employment agreement for Alecio Mora to serve as Wasco Police Lieutenant.

-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 August 15, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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**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

**EMPLOYMENT AGREEMENT NO. 2023 -  
CITY OF WASCO POLICE LIEUTENANT**

This Employment Agreement (“Agreement”) is made by and between the City of Wasco, a California municipal corporation, (“the City”) and Alecio Mora, an individual (“Employee;” collectively, “the Parties”). The effective date of this Agreement shall be the date that it is approved by the City Council.

**RECITALS**

- A. The City desires to employ the services of Employee as Police Lieutenant (the “Classification”), under the terms and conditions set forth herein, and Employee is agreeable to same;
- B. Employee represents that he/she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve in the Classification.
- C. In connection with and contingent upon successfully passing pre-employment drug testing, POST background check and/or general reference check and Employee’s acceptance of employment in the Classification, the City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the Parties, and that will supersede all prior negotiations, discussions or agreements.

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual covenants, promises, and conditions herein contained, the City and Employee agree as follows:

**1. INCORPORATION.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.

**2. HIRE; COMMENCEMENT OF EMPLOYMENT.** The City hereby hires Employee as Police Lieutenant (subject to the terms and conditions of this Agreement, effective as of the date that it is approved by the City Council, or Employee’s first day of work in the Classification, whichever is later.

**3. TERM OF EMPLOYMENT.** The Term of this Agreement shall begin on MONTH DAY, YEAR, and shall expire three years from that date. At the sole discretion of the City Manager, the Term may be extended thereafter by means of a writing memorializing same consistent with the NOTICE provisions herein.

**4. AT-WILL EMPLOYEE.** Employee understands that he/she is an employee “at-will” under California law. Employee understands that, except as specifically controlled by this Agreement, Employee holds this position and continues in employment at the pleasure of the City. Employee understands that Employee may be terminated at any time, for any reason, or for no reason. Employee understands that City may change or eliminate this position at any time, for any reason, or for no reason. Except as otherwise provided by law or this Agreement, the City may remove Employee from Employee’s position and may terminate this Agreement and the

employment relationship with or without cause and with or without prior notice (except as designated in this Agreement, below). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from employment with the City. Employee specifically relinquishes any protections, privileges, or perquisites that have or had any effect on the “at-will” nature of his employment.

**5. DUTIES AND AUTHORITY.** Employee shall exercise the full powers and perform the duties of the Classification, as set forth in the job description (if any) as well as all other applicable ordinances, laws, rules, regulations, and procedures, as they now exist or as they may hereafter be amended. Employee shall exercise such other powers and perform such other duties as the City Manager, or City Manager’s designee may require from time to time.

**5a. HOURS OF WORK.** Employee’s position is full-time with a work schedule generally consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations required for the position. Employee understands and acknowledges that the nature of the Classification is such that Employee’s presence and the performance of Employee’s duties will from time to time be required outside of normal business hours, including meetings, training, and emergencies that may arise.

**6. PLACE OF EMPLOYMENT.** Unless the Parties agree otherwise in writing in accordance with the terms set forth herein, Employee shall perform the duties of the Classification at the City’s place of business, which is at the time of the execution of this Agreement 746 8<sup>th</sup> Street, Wasco, California. The City may from time to time require Employee to travel to other locations as necessary to discharge Employee’s duties and or the duties/requirements of the Classification.

**7. EMPLOYEE'S OBLIGATIONS.** During the term of this Agreement, Employee shall remain in the exclusive employ of the City. Employee shall accept no other employment and shall not become employed by any other employer until the end of the term of this Agreement, or until this Agreement may otherwise be ended and Employee released from his/her obligations hereunder. Employee shall devote Employee’s full energies, interest, abilities and productive time to the performance of this Agreement, and shall utilize Employee’s best efforts to promote the City’s interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City, except as authorized in writing (including e-mail) by the City. Employee shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise. City retains the right to amend said authorities, place further condition, or revoke authorization if the outside employment is actually or potentially in conflict with or inimical to, or which interferes with, his/her duties and responsibilities to the City.

**7a. RESIDENCY WAIVED.** The City waives any requirement that Employee’s residence within the City of Wasco be a term or condition of Employee’s employment.



**8. EVALUATIONS.** Employee's performance in the Classification shall be reviewed in writing by the City on or near the yearly anniversary of the commencement of this Agreement. If the City does not conduct such review within twenty (20) days of such anniversary, it is Employee's responsibility to request in writing that such review be conducted. The absence of any such written review, the failure of the City to conduct such review, or the failure or refusal of Employee to request such review, shall not be deemed an indication of Employee's satisfactory performance in the Classification.

**9. SALARY AND BENEFITS.**

**A. Salary:**

(1) Base Salary. The City shall pay Employee a base salary of one hundred thirty-three thousand dollars (\$133,000.00) annually, subject to legally permissible, voluntary or required withholding, prorated and paid on the City's normal paydays. Employee specifically agrees that this amount is intended to be, and is, compensation for all hours worked by Employee. Employee expressly understands that Employee is exempt from the overtime pay provisions of California law (if any) and federal law. The City Manager may, from time to time and as specified herein, increase Employee's base salary provided that (a) Employee satisfies written and quantifiable goals and objectives; and (b) such increase does not cause Employee's salary to exceed the salary range approved and published by the City Council.

In addition to the salary set forth above, the City shall deposit 8.4% of base pay in equal payroll installments into Employee's MissionSquare formally ICMA Retirement Corporation, or other 457 deferred compensation account offered by the City.

(2) Expenses. The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. the City agrees to reimburse or to pay such reasonable business expenses as are established by the City's policies, which are authorized for reimbursement, and which are incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.

**B. Employment Benefits.** In addition to base salary, the City shall provide to Employee the following benefits:

(1) Holidays. Employee shall be entitled to the scheduled holidays generally available to other executive employees of Employer. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.

(2) Other Leave Benefits. Employee shall receive the following additional paid and unpaid leave benefits:

(a) Vacation. Employee shall receive an initial vacation time balance of forty (40) hours upon initial hire date; and Employee shall accrue vacation time at a rate of 6.16

per bi-weekly pay period; however, Employee shall not be permitted to accrue more than a maximum balance of two hundred (200) vacation hours during the first (12) months of Agreement. Commencing on the thirteenth (13) month of this Agreement, Employee shall not be permitted to accrue more than a maximum of two hundred forty (240) vacation hours. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed four weeks, Employee may “cash-out” up to their accrued but unused vacation time at his/her then-current hourly rate of compensation; however, Employee may not use the “cash-out” process to create a negative vacation balance. In the event of termination of this Agreement, Employee shall be entitled to payment for any unaccrued vacation accrual.

(b) Sick Leave. Employee shall receive an initial sick time balance of forty (40) hours upon initial hire date, and Employee shall accrue sick time at a rate of 4 hours per bi-weekly pay period. Employee shall not be permitted to accrue more than a maximum of one hundred fifty-six (156) sick leave hours. Employee shall accrue no additional sick leave which would cause a sick leave balance exceeding the one hundred fifty-six hours. Upon retirement with PERS and termination of this Agreement consistent therewith, Employee will be afforded the opportunity to contribute all unused sick leave hours to Employee’s PERS retirement account, in accordance with all applicable rules and regulations of PERS. Should Employee decline to contribute unused sick hours to Employee’s PERS retirement account, no “cash-out” or other compensation therefor will be provided to Employee.

(c) Administrative/Executive Leave. Employee shall be entitled to fifty-six (56) hours of administrative leave per year which shall be provided on the same terms and conditions as provided to the City’s other executive employees. On each anniversary of this Agreement, or in reasonable proximity to same as determined in the sole discretion of the City Manager but not to exceed two weeks, Employee may “cash-out” up to their accrued but unused Administrative Leave at his/her then-current hourly rate of compensation; however, Employee may not use the “cash-out” process to create a negative Administrative Leave balance. In the event of termination of this Agreement, Employee shall be entitled to payment for any unused Administrative Leave.

(3) Group Medical, Dental, Life Insurance. Employee (including Employee’s dependents, as applicable) will be eligible for health and welfare benefits and group insurance, as are provided under the City’s policies as are applicable to executive employees, according to the terms presently established and as may be changed from time to time. At the City’s expense, Employee shall receive a term life insurance policy in the amount of \$175,000.

(4) Social Security. The City shall pay Employee’s portion of Social Security payments in the same manner as the City currently pays on behalf of its other executive employees, subject to amendment from time to time.

(5) PERS Retirement. Employee shall be entitled to retirement benefits through the California Public Employees’ Retirement System (PERS). Employee shall remain at his current formula and level of 2% @ 57 for the duration of this Agreement and any extensions thereof. Employee shall be responsible for paying the applicable employee contribution pursuant to PERS regulations. If any benefits enumerated hereunder are contrary to PERS regulations and/or

applicable law, then those portions which so conflict will be deemed severed and the applicable law and/or regulations shall apply and shall be deemed to replace those portions which so conflict.

(6) Uniform/Boot Allowance. The City shall provide Employee with an annual allowance for uniform/boot/equipment purchase by Employee in the amount of one thousand one hundred fifty dollars (\$1150.00), which shall be payable on the payday following the execution of this Agreement and annually on the payday immediately following each anniversary of Employee's execution of this Agreement.

(7) Travel/Professional Development. For the good of the City and as provided for in the City Budget, the City shall pay the reasonable travel and subsistence expenses as are established by the City Council and amended from time to time, for Employee's professional and official travel, meetings, and occasions adequate to continue Employee's professional development and to pursue necessary and other functions for the City, as may be duly approved by the City Council. The City also agrees to pay for reasonable travel and subsistence expenses as authorized by City Council policy as may now or later exist or be amended, related to such short courses, institutes, and seminars that the City deems necessary for Employee's professional development. This section specifically contemplates, subject to Chief of Police approval, the City's payment for reasonable registration, travel and subsistence expenses related to Employee's attendance and participation at job-related conferences, and the fees and costs associated with the "POST" Certification and other certifications. Pay incentive for "POST" Certificates including but not limited to Intermediate, Advanced, and Supervisory Certificates will follow the same pay structure as other Public Safety staff members.

(9) Dues/Subscriptions. For the good of the City and as provided for in the City Budget, the City shall pay such professional dues and subscriptions as are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of the City and within approved budget.

(10) Bonding. The City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of Employee's employment as directed by applicable ordinance, state law, the City, or the City Manager's request.

(11) Cell Phone. Given the "on-call" nature of the Classification as set forth above, Employer shall provide Employee with a "smartphone" and data plan that is appropriate for the needs of the Classification, consistent with City's Cell Phone Policy. Employee acknowledges that the "smartphone" is and shall remain the property of the City, that the "smartphone" is reserved exclusively for use in service to the City, and that Employee has no expectation of property or privacy in the "smartphone," or in the data transmitted through or saved on same.

(12) Other Fringe Benefits. Except as otherwise expressly provided in this Agreement; Employee shall be eligible for no other fringe benefits.

(13) The City reserves the right to enhance, reduce, terminate, and amend or to

otherwise change its benefit programs at any time. Any such change to any benefit plan available to Employee, or in which Employee is enrolled pursuant to this Agreement shall apply to Employee, including any new or additional benefits or any reduction or elimination of benefits, without the need to amend this Agreement. In the event such change is only applicable to certain employees, if the change is applicable to executive employees, then those changes shall also apply to Employee.

## **10. TERMINATION OF AGREEMENT.**

A. Termination without Cause. The City Manager may, in its sole and absolute discretion, terminate this Agreement prior to the expiration of the Term, pursuant to Chapter 2.04 of the Wasco Municipal Code. The City shall pay Employee for all services through the effective date of termination. Employee shall be paid for accrued and unused paid leave time, as may be applicable to leave time of that type under state law. In the event of termination by the City Manager, if the termination is not for “Cause” as defined below, Employee shall also receive, in specific exchange for Employee’s execution of a waiver of any and all claims against the City arising from Employee’s employment, Severance Pay equal to three months of COBRA premiums in an amount necessary to continue Employee’s enrollment in the plan in which Employee was enrolled at the time of termination, plus the lesser of the following (a) Employee’s salary for the remainder of the term; or (b) three months’ salary. Notwithstanding the foregoing, under no circumstances shall Employee receive any amount in excess of the limitations provided in Government Code §§ 53260 – 53264, or other applicable law.

B. Termination for Cause. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause. In the event of termination for cause, no Severance Pay will be issued to Employee.

1. Conviction of, or pleading of nolo contendere to, a felony;
2. Conviction of a misdemeanor arising out of Employee’s duties under this Agreement and involving a willful or intentional violation of law;
3. Willful abandonment of duties;
4. A pattern of repeated, willful and intentional failure to carry out the terms of this Agreement, including any materially significant and legally constituted policy decisions of the City;
5. Any material act or pattern of action of dishonesty, disclosure of confidential information, commission of any act of gross carelessness or misconduct, unjustifiable neglect of Employee’s duties under this Agreement; and/or
6. Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and adverse effect on the City’s interests.

C. **Abuse of Office:** In the event that Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave, cash settlement (including any monies paid hereunder), or any other outlay by the City on Employee's behalf, as provided for by Government Code sections 53243-53243.4.

D. **Termination Due to Disability.** If, at the end of any calendar month during the term of this Agreement, Employee is, and has been for the duration of the calendar month then ending, unable to perform the duties of the Classification due to mental or physical illness or injury, this Agreement, and Employee's employment thereunder may, at the discretion of the City Manager, be terminated.

E. **Disputes.** Except as otherwise mutually agreed, any dispute as to whether severance is excused under Section 7, Paragraph C, Sub-Paragraphs 4 and 5, above, shall be referred to arbitration before a single neutral arbitrator selected from a list of seven (7) arbitrators requested from the California State Mediation and Conciliation Service. The City will strike the first name, and the Parties will alternate striking names until one person is left who shall be designated as the arbitrator.

**11. ENTIRE AGREEMENT.** This Agreement sets forth the final, complete and exclusive agreement between the City and Employee relating to the employment of Employee by the City, subject to the City of Wasco's rules, regulations, and policies. Any prior discussions or representations by or between the Parties are merged into, and/or rendered null and void by, this Agreement. The foregoing notwithstanding, Employee understands and acknowledges that Employee's employment is subject to the City's generally applicable rules, policies, procedures, and regulations, including but not limited to those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment, and violence in the workplace.

**12. REVIEW.** Employee acknowledges that he/she has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement, Employee acknowledges and agrees that Employee has been provided with the time, and has had the opportunity, to consult with others of Employee's own choosing, including but not limited to legal counsel, with regard to this Agreement and its effects. Employee acknowledges that any agreement not to do so was Employee's, and Employee's alone. Employee acknowledges and agrees that he/she has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied on any representation by the City, or its officers, agents, or employees, other than those expressly set forth in this Agreement.

**13. GOVERNING LAW.** This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California.

**14. MUTUALLY DRAFTED.** For purposes of California law, the City and Employee agree that both the City and Employee are the drafters of this Agreement and that any ambiguity herein will not be construed against either the City or Employee.

**15. HEADINGS, CAPTIONS.** The headings and captions used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the

meaning or interpretation of any of the provisions of this Agreement.

**16. SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**17. WAIVER.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver is express or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.

**18. NO AMENDMENT EXCEPT IN WRITING.** No amendments to this Agreement may be made except in writing, signed and dated by the City and Employee.

**19. NOTICES.** Any notice to Employer under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City at the following address: City Manager, City of Wasco, Wasco City Hall, 746 8th Street, Wasco, CA 93280. Any such notice to Employee shall be given in writing and, if mailed, shall be addressed to Employee at Employee's home address then shown in Employee's personnel file as maintained by the City. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

**This Agreement, which consists of eight (8) pages in nineteen (19) numbered sections, may be executed in counterparts, which together shall form an integrated Agreement. For purposes of this Agreement's execution, a facsimile, photocopied, or electronically transmitted signature shall be equally valid to an original.**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

**EMPLOYEE**

**CITY OF WASCO**

By: Alecio Mora

By: M.Scott Hurlbert, City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** August 15, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to execute Contract Change Order Request in an amount not to exceed \$400,000.00 with Hartzell General Engineering Contractor, Inc. for the J Street Sewer extension project.

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### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to execute Contract Change Order Request #1 in an amount not to exceed \$400,000.00 with Hartzell General Engineering Contractor, Inc. for the Well #13 Site Development Project, and
- 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:**

Due to the ongoing high-speed rail project, relocation of existing infrastructure was required. The Poso Underpass has directly affected businesses and homeowners in the area requiring the relocation of vehicular access points and business office locations. In order to offset some of these impacts and provide water/sewer infrastructure for development along the J Street extension, the City has determined the need to install a 1200-foot sewer line connection to existing utilities on 9<sup>th</sup> & H Street.

With the opening of the Poso Underpass and the Closing of 6<sup>th</sup> Street, a prudent course of action is required to complete this work in a timely manner. The completion of this work

reduces the need for additional road closures, minimizing the negative impact on residents, businesses, and motorists.

Hartzell General Engineering Contractor, Inc. is currently working on the Well 13 Site development project wet utilities, therefore having all the required equipment necessary to perform the work in a timely manner. Allowing Hartzell to perform the work would allow for cost savings on the mobilization of heavy equipment and trench shoring equipment.

Therefore, Staff recommends execution of a change order to perform this work in an amount not to exceed \$400,000.00 including contingencies recommended with this type of work.

**Fiscal Impact:**

\$162,459.00 was previously approved for CIP Project #23004 funded by the High-Speed Rail Authority. A budget amendment in the amount of \$237,541.00 is required to complete the balance of this work to be funded by the City's wastewater impact fees.

**Attachments:**

1. Resolution
2. Exhibit A - Proposals



**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A CONTRACT CHANGE ORDER IN AN AMOUNT NOT TO EXCEED \$400,000.00 WITH HARTZELL GENERAL ENGINEERING CONTRACTOR, INC. FOR THE J STREET SEWER EXTENSION PROJECT.**

**WHEREAS**, the City contracted with Hartzell General Engineering Contractor, INC. for the Well 13 Site Development; and,

**WHEREAS**, the City requires the installation of a sewer main extension and issuance of a contract change order for the installation; and,

**WHEREAS**, said change order as attached hereto as Exhibit "A" was made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

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

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

**SECTION 1:** Authorizing the City Manager or Designee to execute Contract Change Order as attached hereto as Exhibit "A" in an amount not to exceed \$400,000.00 with Hartzell General Engineering Contractor, Inc. for the J Street Sewer extension project.

**SECTION 2:** Authorizes a budget amendment in the amount of \$237,541.00.

-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 August 15, 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

# PROPOSAL

**ATTENTION:** Alberto Martinez**OWNER:** City of Wasco**PROJECT NAME:** J<sup>st</sup> and 9<sup>th</sup> St Sewer Main Extension Project**BID DATE:** July 26, 2023**REVISIONS:** N/A

Hartzell General Engineering Contractor, Inc. proposes to furnish all labor, equipment and material as specified below to complete the following scopes noted. Additional proposal information has been included here-in.

**BASE BID**

Bid Item	Bid Item Description	Item Quantity	Item Unit	Bid Item Unit Price	Bid Item Total Price
1	Install 8-inch Sewer Main – J <sup>st</sup> and 9 <sup>th</sup> St.	1	LS	\$ 379,955.00	\$ 379,555.00
<b>TOTAL</b>					<b>\$ 379,555.00</b>

**BID ITEM DESCRIPTION:**

- Bid Item No. 1 – Install 8-inch Sewer Main – J<sup>st</sup> and 9<sup>th</sup> St.
  - Install Approx. 1108 LF - 8-inch SDR35 sewer main pipe, as per attached drawing
  - Install 2 EA - 48" precast manhole bases and shafting. Includes the Raise Iron to Grade
  - Export AC and excess spoils offsite.
  - Includes ball/flush and mandrel of the new main.
  - Have assumed the existing asphalt material is 6-inches thick for removal and saw-cutting
  - Have assumed to install 8-inches of Class II Base and 6-inches of Asphalt for roadway section with a maximum trench width at 4' wide. No additional T-cut of grinding has been included.
  - Assume there is a sewer stub out of the manhole at Sta. 24+16.46, per attached drawings
  - Install trench sand in pipe zone only, native material will be installed above that to the Class II Base section. Have assumed 90% compaction on trench backfill and 95% compaction on 18" below existing grade.
  - Includes traffic control when required and have assumed 9<sup>th</sup> St. can be completely closed while work is taking place.
  - This proposal doesn't take into account any unknown existing utility conflicts. No existing utilities have been shown on the attached drawings and existing depths are unknown.

**PLANS AND GEOTECHNICAL REPORT REFERENCED:**

- Plan Set
  - See Attached
- Soil Geotechnical Report
  - N/A

**NOTES:**

1. Owner to provide secure, adequate, on-site staging and storage area for equipment, tooling, and materials within 100 feet of installation/removal locations
2. Owner to provide all sumping and/or dewatering required.
3. Proposal is based on normal working days/hours, Monday – Friday, 7:00 AM – 3:30 PM (8 hr shifts). HGEC shall not be backcharged for inspectors OT or GC OT if weekend work or OT work is performed by HGEC.

4. Proposal is based on shoring locations that are FREE of all overhead/underground utilities & obstructions, including overhead electrical. Owner to coordinate removal, relocation, de-energizing or other means necessary for safe construction activities.
5. Owner will not back charge HGEC for any delay costs or prime contract liquidated damages.
6. Owner will not back charge HGEC for any settlement to adjacent areas, roadways, structures and/or underground utilities due to excavation. In addition, HGEC will not indemnify or be responsible for claims arising from the same.
7. Owner to provide encroachment permits including paying for any fees associated with permits.
8. HGEC not responsible for any damage to surfaces by the use of track equipment. HGEC shall not be back-charged for any surfaces damaged by track equipment that are not protected by the Owner. HGEC will take caution when utilizing tracked equipment.
9. Owner to design, furnish, install & remove any and all environmental protection measures, including but not limited to, silt fencing, turbidity barriers/curtains, etc.
10. Today's proposal includes the current material prices. The price at the time of delivery of material and fuel may be higher and any price escalation that have occurred will be paid by the Owner. This proposal is good for 30 days.

#### **EXCLUSIONS:**

1. Dust Control/Abatement. Dust control provided for our scopes of work only.
2. Water Source
3. Monitoring/Reporting of Turbidity
4. Support of Existing Utilities
5. Excavation/Backfill/CDF unless specified above
6. Clearing and grubbing outside of the above scopes
7. Access/Egress
8. Stabilized Working Surface
9. Pre-Construction Videos/Photos/Survey, copies to be provided to HGEC before work commences.
10. Night lighting (if required)
11. Standby for unknown conditions and/or of Other Contractors
12. Stockpiling / Haul-off / Loading / Removal of any spoils, unless noted above
13. Dewatering/Sumping/Unwatering/Associated Discharging and Impacts
14. Monitoring Wells for Dewatering Operation
15. Locating Utilities, Potholing, Relocating Utility Conflicts
16. Relocating of any Utilities due to Conflicts
17. Repairing of any Utilities encountered during excavation activities not located
18. Finish Grading/Aggregate Base/Paver Section/Concrete Subgrade, unless noted otherwise
19. Paving
20. Landscaping and/or Associated Piping. Included install or repairing.
21. Striping, Painting, Thermoplastic and/or Striping Repair
22. Unsuitable subgrade preparation / Any Geotextiles
23. All asphalt and concrete protection, removal and/or replacement.
24. Back-charges for damage to sidewalk, curb, gutter, and/or AC due to tracking equipment
25. All Survey, Staking, Layout, Lines, Including Elevations and Grades for shoring
26. Repair/Backcharges of damage resulting from surface deformation caused by excavation/dewatering
27. Furnishing/Installing/Relocating/Removing of Fencing/Site Security/Access Ladder/Stairs/Temp Handrails/Safety Railings/Barricades/ Excavation Covers/K-Rail
28. Fall protection railing/handrail required once shoring excavation commences. All fall protection will be the responsibility of others. Fall protection for HGEC crew is included.
29. Contract Plans, Contract Permits, Contract Fees, City Licenses, Easements, all Inspections & Inspectors, Testing of Materials, Third-Party Testing, and Reporting to Authorities. This exclusion includes any costs for obtaining any of the above.
30. Overtime / Night work
31. Scaffolding, Barriers, and any other shields to protect personnel and passengers from construction activities.
32. All Traffic Control, Pedestrian Control, Train Control, Flagging, Barricades, K-Railing, Lighting, Warning Signs, Delineation.
33. All Hazardous Material Handling, Removal, and Disposal
34. Topographic Drawings/Licensed Surveyor
35. Geotechnical Services and/or On-Site Engineer for all operations
36. All water run-off, erosion control, dust control and SWPPP preparation, implementation, maintenance and removal of all BMP's. Debris and water containment systems program (if required), including disposal.
37. Rock excavation. Handling, relocating, breaking, and/or disposal of any rock or large boulders is excluded. This work will be performed at time and material basis.

38. Subsurface and/or latent encounters not depicted on the project plans will shift work to a time and material basis. Unknown utilities or subsurface encounters will also be exposed on time and material.
39. Wall drains and/or associated piping.
40. Finish grade and Landscape grading to be completed by Others
41. Storm Water Pollution Plan, SWPPP, QSD Services, QSP Services, BMP's are to be provided by others
42. This proposal does not take into account any impacts resulting from environmental, archaeological, or biological monitoring and/or mitigation. All monitoring associated with environmental, archaeological, and biological has been excluded and is the responsibility of others.
43. Delays outside of HGEC's scope of work was been excluded
44. Watertight rubber seals / interlock sealant
45. Annular/Jet Grouting/Contact Grouting/Permeation Grouting, unless noted above.
46. Bonding and/or any associated premiums. Can be provided if requested, Owner to pay.
47. Any work not specifically included in "Scopes of Work" above.

#### **PAYMENT TERMS**

1. Progress Payment: Payments in accordance with mutually agreed schedule of values due and payable thirty (30) days after receipt of our monthly billing or ten (10) days after receipt of payment from owner, whichever occurs first.
2. Retention: The maximum allowable retention held on HGEC work shall be 5% of the value of work performed by HGEC. All retention held on HGEC work is to be released in full within thirty (30) days after substantial completion of our work. At no time shall the retention held be greater than the specified amount between the owner and the general contractor.
3. Materials on Hand: All on-site production materials delivered to the site to be paid in full thirty (30) days after receipt of our invoice, or ten (10) days after receipt of payment from owner, whichever comes first.
4. Unless specified otherwise, extra items of work not included in our scope of work, but performed by HGEC or delays resulting from interference or non-performance of others, shall be invoiced at cost plus 20%.
5. If the owner / contractor asks HGEC to prepare submissions, secure materials, purchase or modify equipment and accessories or perform contract related work, prior to the contract document being finalized, all costs incurred, will be paid for at cost plus 20%.

**GENERAL TERMS & CONDITIONS:** Scope of work reflects the following general conditions and general terms and shall be considered part of this proposal.

1. This proposal is good for a period of thirty (30) days only. Due to fluctuations in material supply, no price guarantee shall exist beyond the ten (10) day period.
2. This proposal shall be incorporated into any Subcontract Agreement.
3. The schedule of work shall be mutually agreeable to both parties.
4. GC shall pay for any and all Waiver of Subrogation or Bonding requirements.
5. GC shall pay for any special Insurance or Insurance requirements beyond what HGEC holds for Insurance limits.
6. A monthly interest charge of 1.5% will be charged on any and all unpaid money.
7. Acceptance of proposal must be signed prior to the start of any work.
8. This proposal is based upon an eight (8) hour workday, five (5) day workweek. If contractor requests HGEC to work beyond these hours, all additional time worked including equipment and subcontractor costs shall be billed to and paid by contractor at actual costs, plus 15%, as an extra without need for a written change order.

**OTHER TERMS & CONDITIONS:** Scope of work reflects the other terms and conditions and shall be considered part of this proposal.

1. To the extent that a later written contract may be negotiated and signed, it is expressly agreed that in the event that there is any conflict between the terms of this Proposal and the terms of any later written contract, then the terms of this Proposal shall control and take precedence over the terms of any later written contract.
2. Termination for Convenience Clauses included in a later written Contract will need to be modified to include language acceptable to HGEC in which the Termination must be in Good Faith and agreeable to both parties.
3. To the extent that any dispute arises between HGEC and the party accepting this Proposal in regard to interpretation of this Proposal, payment issues, change orders or any other issues in regard to the project, then the prevailing party in any resulting arbitration or legal proceeding shall be entitled to all actual attorney fees, monthly interest, costs and expert and consultant fees and costs actually incurred in connection with such arbitration or legal proceeding
4. The laws of the State of California shall govern all disputed issues. Venue for arbitration and for any applicable legal action shall be in San Luis Obispo County.

5. Indemnification shall be as follows, To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor and Owner and their respective officers, employees, sureties, invitees and agents from and against all claims, damages, losses and reasonable expenses arising out of or resulting from the performance or non-performance of the Subcontractor's Work under this Subcontract, but only to the extent caused by the negligent acts, errors or omissions of the Subcontractor. These indemnification provisions shall remain in full force and effect after the completion of Subcontractor's work and shall extend to claims occurring after termination of this Subcontract as well as while it is in force.

**ACCEPTANCE:**

This subcontract proposal shall constitute a contract when executed below by both parties. This subcontract proposal shall be an integral part of any contract agreement requiring execution by both parties and no work will take place prior to receiving a fully executed contract terms agreeable to HGEC.

Sincerely,

**HARTZELL GENERAL ENGINEERING CONTRACTOR, INC. (HGEC)**

BY: CHARLES HARTZELL

CONTRACTORS LICENSE NUMBER: 1024896

**ACCEPTED BY:**

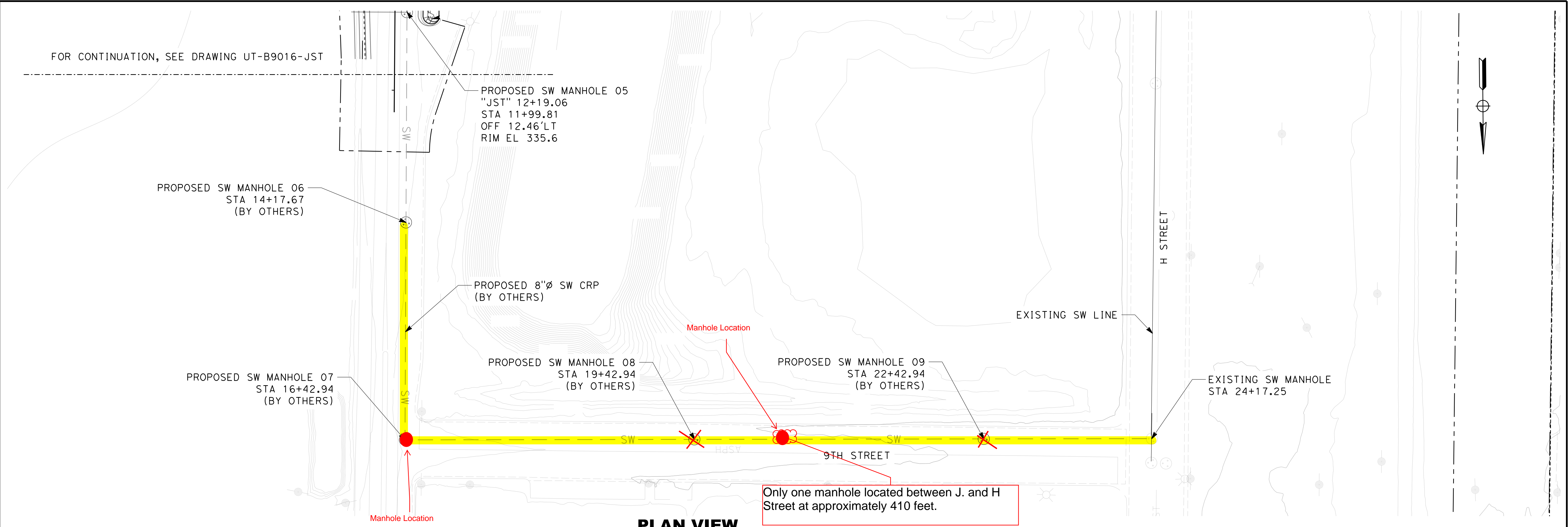
OWNER: \_\_\_\_\_

BY: \_\_\_\_\_

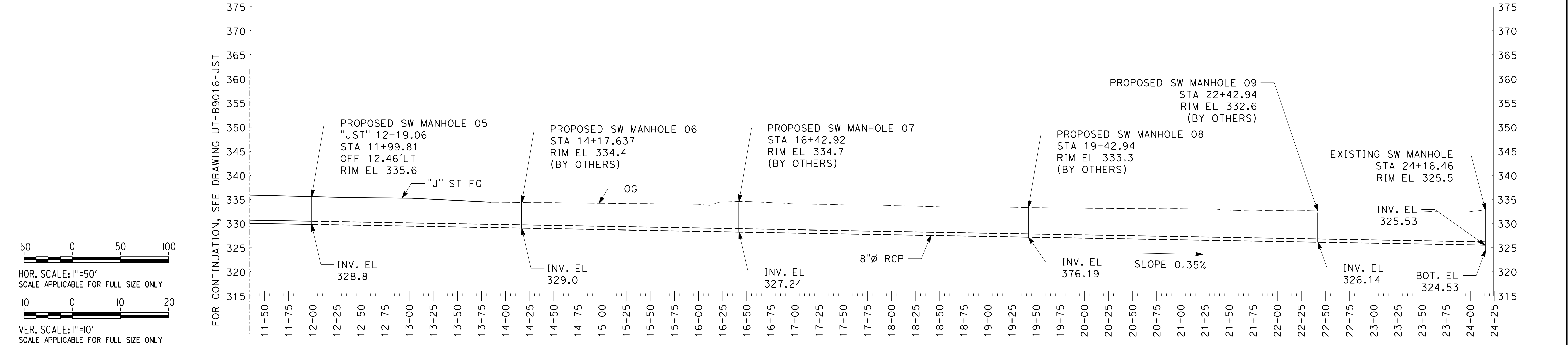
AUTHORIZED REPRESENTATIVE

DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_





PLAN VIEW



PROFILE

						DESIGNED BY F. PAVIA				<b>CALIFORNIA HIGH-SPEED TRAIN PROJECT FRESNO TO BAKERSFIELD</b>	CONTRACT NO. HSR 14-32
						DRAWN BY S. MARTINEZ					DRAWING NO. UT-B9015-JST
						CHECKED BY T. ZAMORA					SCALE AS SHOWN
						IN CHARGE E. DEL VALLE					SHEET NO. 87
0	10/22/21	SML	TZ	EDV	READY FOR CONSTRUCTION	DATE 10/22/2021				UTILITIES SEWER PLAN VIEW AND PROFILE - SHEET 2 OF 2 J STREET	
REV	DATE	BY	CHK	APP	DESCRIPTION						



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** August 15, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or Designee to procure services and execute contracts including, but not limited to Project Management, Abatement, Soils Testing, Demolition, and other items related to the abatement and demolition of the Old Farm Labor Camp up to the amount of \$9,000,000.00.

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### Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or his Designee to procure services and execute contracts including, but not limited to, Project Management, Abatement, Soils Testing, Demolition, and other items related to the abatement and demolition of the old Farm Labor Camp up to the amount of \$9,000,000.00, and
- 2) Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(4); 15269(b)(c)

### Environmental Review:

Staff has determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(4); 15269(b)(c), the Emergency Projects Exemption. Demolition of the structures on this property is exempt under the Emergency Project Exemption (Sec. 21080(b)(4); 15269(b)(c), as the project is intended to prevent or mitigate further emergency situations on this property resulting from significant blight, criminal activity, illegal dumping, and dangerous building fires.

### Discussion:

Since the relocation of residents from the old Farm Labor Camp, the Council, and Staff have worked diligently to push for the demolition of structures and clearing of the site. As part of the 2021/2022 budget, Council approved over \$9,000,000.00 from the General Fund under CIP Project #21003 to be allocated for the demolition and clearing of this site.



On June 1, 2023, with Council approval, the City Manager signed an agreement with the California High Speed Rail Authority that allows the City to be reimbursed for all expenses required to demolish and clear the 23-acre vacant housing complex up to \$9,000,000.00.

This agreement carries with it requirements for this work to commence and be completed within 6 months of contract execution (January 6, 2024). In order to meet this tight deadline, Staff will need to be as efficient as possible. In addition to time that will be spent on currently unforeseen circumstances, it is known that there will be steps in planning and coordinating with Environmental Oversight Agencies, time for development of Requests for Proposals, procurement of contractors, hazardous materials testing, the removal of hazardous materials, demolition itself and of course all of the required steps to formally close out of the project.

In order to remain on target through all of these tasks, it is vitally important that the City Manager or his designee be granted the authority to execute contracts for procurement, enter into agreements with environmental oversight agencies, approve funding allocations or execute other items which may come up along the way in relation to this Project.

To date, a project oversight and testing firm has been selected through a professional services bidding process. The agreement with Krazan Engineering will be reviewed and approved in separate action. Staff has also prepared an RFP for abatement services and for the final demolition and clearing stage.

As such, Staff is requesting that the Council Adopt a Resolution Authorizing the City Manager or his Designee to procure services and execute contracts including, but not limited to, Project Management, Abatement, Soils Testing, Demolition, and other items related to the abatement and demolition of the old Farm Labor Camp up to the reimbursable amount of \$9,000,000.00.

#### **Fiscal Impact:**

The agreement with the California High-Speed Rail Authority states that the funds are to be reimbursed. Per CIP Project #21003, the initial funding will be pulled from the General Fund reserves and subsequently returned once reimbursement is received.

#### ***Project Funding Sources***

	<b>Project Funding Sources</b>						<b>Total</b>
	<b>Prior Years</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	
<b>General Fund</b>	9,360,432						9,360,432
							-
							-
<b>Total</b>	9,360,432	-	-	-	-	-	9,360,432

#### **Attachments:**

1. Resolution
2. HSR Agreement

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO PROCURE SERVICES AND EXECUTE CONTRACTS INCLUDING, BUT NOT LIMITED TO PROJECT MANAGEMENT, ABATEMENT, SOILS TESTING, DEMOLITION AND OTHER ITEMS RELATED TO THE ABATEMENT AND DEMOLITION OF THE OLD FARM LABOR CAMP UP TO THE AMOUNT OF \$9,000,000.00**

**WHEREAS**, the City wishes to comply with the timeline set forth in the agreement with the California High-Speed Rail Authority to have the old Farm Labor Camp cleared by January 6, 2024, and,

**WHEREAS**, the City will need to procure Consultants and Contractors to complete this Project in accordance with the City's procurement policies; and,

**WHEREAS**, the funding amount reimbursable in relation to this project is \$9,000,000.00; and,

**WHEREAS**, the funding for these services will be initially provided from the General Fund and subsequently reimbursed back to the General Fund after payment is received.

**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 procure services and execute contracts including, but not limited to project management, abatement, soils testing, demolition and other items related to the abatement and demolition of the old Farm Labor Camp up to the amount of \$9,000,000.00.

**SECTION 2:** Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(4); 15269(b)(c).

-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 August 15, 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

June 5, 2023

Mr. M. Scott Hurlbert, City Manager  
City of Wasco  
746 8<sup>th</sup> Street  
Wasco, CA 93280

RE: Agreement No. HSR22-74

Dear Mr. Hurlbert:

Enclosed please find a copy of the above referenced executed Agreement with the California High-Speed Rail Authority (Authority).

You are not authorized to commence work until you have been notified by the Authority's designated Contract Manager to begin work. The Contract Manager is not authorized to approve payment for any work for services performed prior to contract execution, nor is the Contract Manager authorized to change the terms of the contract without an executed amendment.

The Authority looks forward to working with you. Please feel free to contact the Contract Manager, Victor Diaz at [victor.diaz@hsr.ca.gov](mailto:victor.diaz@hsr.ca.gov) if you have any questions or concerns regarding this Agreement.

Sincerely,

*Andrea Mack*

Andrea Mack  
Contracts Analyst  
(916) 403-6925

Enclosure

cc: Victor Diaz

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HSR22-74

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTOR NAME

City of Wasco

2. The term of this Agreement is:

START DATE

June 1, 2023 or upon approval by both parties, whichever is later

THROUGH END DATE

June 28, 2024

3. The maximum amount of this Agreement is:

\$9,000,000.00 Nine Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	9
+ - Exhibit E	Additional Provisions	7
+ - Exhibit F	Federal Terms and Conditions	10
+ -	Index of Attachments	1
+ - Attachment 1	Rate Sheet	2
+ - Attachment 2	Map of Property	1
+ - Attachment 3	Temporary Construction Easement Template	5
+ - Attachment 4	City Council Approval for Reimbursement Agreement	2

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Wasco

CONTRACTOR BUSINESS ADDRESS

746 8th Street

CITY

Wasco

STATE

CA

ZIP

93280

PRINTED NAME OF PERSON SIGNING

M. Scott Hurlbert

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Jun 1, 2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HSR22-74

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS

770 L Street, Suite 620 MS 1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Brian P. Kelly

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

6/05/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per Public Utility Code 185036;  
Public Contract Code 10335, et seq.



**EXHIBIT A**  
**BACKGROUND AND PURPOSE**

1. The California High-Speed Rail Authority is responsible for planning, designing, building, and operating the first high-speed rail system in the nation. The Authority is currently constructing and implementing the high-speed rail system through various projects throughout the state under current provisions of Section 2704 et seq. of the California Streets and Highways Code and Sections 185000 et seq. of the California Public Utilities Code ("HSR Project"). The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands. When it is completed, trains will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The high-speed rail system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.
2. The California High-Speed Rail Authority may enter into agreements with private and public entities for design, construction, and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code section 185036. Additional authority for a State agency to enter into this Agreement (Agreement) includes Public Contract Code section 10335, et seq.
3. This Agreement is between the California High-Speed Rail Authority (Authority and/or State), an agency of the State of California, and the City of Wasco a California municipal corporation (Contractor). The Authority and Contractor are collectively referred to herein as the "Parties," or individually as "Party." The purpose of this Agreement is for the Contractor to provide services, as described in the Scope of Work section of this Exhibit A, to the Authority. The Authority enters into this Agreement in consideration of the Release and Waiver of Claims by the City of Wasco in the separate agreement entitled the Cooperation and Resolution Agreement between the California High-Speed Rail Authority and the City of Wasco effective on or near the same date as this Agreement (the Cooperation and Resolution Agreement). This Agreement constitutes the "Separate Reimbursement Agreement" regarding the "Housing Site Work" referenced in Section 12 of the Cooperation and Resolution Agreement.
4. All inquiries during the term of this Agreement will be directed to the contract Managers identified below:

<b>AUTHORITY</b>	<b>CONTRACTOR</b>
Contract Manager: Victor Diaz	Contract Manager: M. Scott Hurlbert
Address: 1111 H Street, Fresno, CA 93721	Address: 746 8 <sup>th</sup> Street, Wasco, CA 93280
Phone: 559-269-3380	Phone: 661-758-7214
Email: victor.diaz@hsr.ca.gov	Email: schurlbert@cityofwasco.org

The Contract managers may be changed without amendment as specified in Exhibit D, Section 2 of this Agreement.

5. All attachments and exhibits attached to and referenced within this Agreement are incorporated herein by such reference, including Exhibit B Attachment 1 – Rates and Hours, Attachment 2 – Map of Property, Attachment 3 – Sample Temporary Construction Easement form, and Attachment 4 – City Council of the City of Wasco Resolution (No. 2022-3829) authorizing the finalization and execution of the Agreement.

**The remainder of this page is intentionally left blank.**



**SCOPE OF WORK**

- A. The Contractor will be reimbursed consistent with Exhibit B for its actual, direct, reasonable, and necessary expenses in its performance of all work necessary to demolish and clear the 23-acre vacant housing complex to the condition set forth herein. The work will occur at the site of the housing complex located south of 6<sup>th</sup> Street and north of 9th Street and between H Street and J Street in the City of Wasco (as depicted in Attachment 2, Map of Property) (Site). The Site shall be left in a graded and level condition sufficient to serve as a construction lay-down yard during the duration of construction (by others) related to the widening of State Route 46. The Contractor will be responsible for procuring a contractor, managing the demolition, clearing the site, and complying with all necessary permits, laws and regulations pertaining to the work. The work obligations set forth in this Section A, and as more fully defined in this Scope of Work section, shall be referred to herein as the “Work” and shall include any subsequent change orders, if any.
- B. **General Responsibilities of the Authority:** Reimburse the Contractor for the actual costs incurred in the fulfillment of the Work obligations in this Scope of Work section and according to the terms set forth in Exhibit B, Budget Detail and Payment Provisions.
- C. **General Responsibilities of the Contractor.** Subject to the Authority’s reimbursement obligations as set forth herein, the Contractor shall be responsible for all elements of the Work as detailed in this Agreement, including, but not limited to, the following tasks:
1. Design/Plan. Prepare any necessary designs or plans for the Work (Design/Plan).
  2. Environmental Clearance. Obtaining the necessary environmental clearances and related permits for the Work, if any.
  3. Demolition. Complete all demolition work necessary to leave the Site in a cleared, graded and level condition. The Work will include all demolition and removal of manmade features including, but not limited to, standing structures, hardscape and landscape within the Site. The Work will also include storage, removal and proper disposal of all demolition debris and other materials from the Site and related to the Work. The Design/Plan and Work may include retention of specific infrastructure such as roads, sidewalks, parking lots, fire hydrants and related piping, and other public infrastructure on the Site provided that it does not impede the Authority’s usage requirements as a construction lay-down yard during the duration of construction related to the widening of State Route 46. The Parties acknowledge that the Design/Plan and/or this Agreement may require written amendment based on the respective needs of the Parties.
  4. Permits and Approvals. Secure any necessary permit, approval, authorization, certification, permission, exemption, lease, license, agreement by or with any private, governmental or regulatory entity relating to accessing the Site and implementing the Work.
  5. Contracting. Procure, administer, and manage all agreements necessary to design, develop, permit, manage, and implement the Work, or self-perform such tasks where applicable.
  6. Coordination. Cooperation with the Authority to work in good faith to coordinate Work under this Agreement to avoid disruption to the HSR Project.
  7. Right of Way. Acquire any required property access and/or easement rights related to the Site or necessary for the Work. Coordinate with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities at or near the Site that conflict with, or are included in, the Work.
  8. Fiscally Responsible Management. Manage the Work and the project as the Contractor would for projects funded directly by the Contractor and in a manner that controls costs and delivers the Work in a timely manner. The Contractor will endeavor to pursue grant funding to offset all or a portion of the cost of the Work and shall apply any such award to the cost of the Work to the extent applicable.

9. Site Conditions. The Contractor hereby agrees that it shall be responsible for all conditions and infrastructure at the Site during and after the completion of demolition under this Agreement, including Site conditions and infrastructure that the Contractor elects to retain in lieu of demolition. Other than its responsibilities identified in this Agreement, and any Temporary Construction Easements (TCE), the Authority shall have no responsibility regarding the conditions and infrastructure at the Site at any time.

**D. Site Investigation and Conditions Affecting the Work**

1. The Contractor hereby acknowledges that it owns the Site and any adjacent related property upon which the Work will occur and will retain responsibility for, and not be entitled to payment in excess of the maximum amount of this Agreement (STD 213, Section 3) for, any existing conditions that are known and unknown at the time of the effective date of this Agreement, including subsurface substances, conditions, obstacles and conditions identified by the Environmental Protection Agency.
2. The Parties hereby acknowledge that recommendations or directives from the Environmental Protection Agency in relation to its current study of the Site may impact the Work or the timelines set forth in this Agreement.
3. The Contractor nonetheless acknowledges that time is of the essence for the completion of the Work because the Authority's use of the Site is the subject of a federal funding grant (see Exhibit B, Section (1)(D)) and the Site must be made available for use as a construction lay down yard as set forth in Exhibit A, Sections A, C(3) and F of this Agreement.
4. The Parties hereby agree to meet and confer in a timely manner regarding any impacts and/or potential changes to the Work or the schedule set forth in this Agreement and to memorialize any agreements thereon in writing.

**E. Demolition and Clearing Work**

1. The subcontract(s) for the Work shall be competitively procured, consistent with state requirements and Exhibit B, and administered by Contractor.
2. Within 60 business days of the execution of this Agreement, the Contractor shall begin a competitive public procurement process to solicit bids for the Work ("Procurement") which shall conclude with the selection of the lowest responsive and responsible bidder(s) to complete the Work. The Contractor may phase the Work and solicit more than one subcontractor.
3. The Contractor shall provide to the Authority its plan for the Procurement at least 30 business days in advance of releasing the Procurement which will include the expected parameters, phasing, performance standards, scope, budget, schedule, contracting method, and cost-control considerations in a format and level of completion to allow the project to go out for a public procurement process ("Procurement Plan"). From the date of receipt, the Authority shall have 10 business days to review, comment on, and approve the Procurement Plan, of which approval shall not be unreasonably withheld. The Contractor shall incorporate or address comments, if any, by the Authority in writing within 10 business days of receipt. The Procurement Plan shall be updated and provided to the Authority for approval within 10 business days of any changes.
4. If the lowest responsive and responsible bid for each Procurement is unreasonable, or it is more than 15% higher than the cost estimate in the Procurement Plan, the Contractor and the Authority will confer and determine how to proceed and how to allocate the additional costs, if any, in a written amendment to this Agreement.

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5. Prior to awarding a subcontract, Contractor will provide in written form to the Authority's Contract Manager identification of planned milestones; identification of activities interfacing with the HSR Project (if any); identification of activities within the critical path; and a schedule for the Work. Monthly status updates on these elements will be submitted with invoices to include schedule updates, cost reports, and a summary and status of change orders. These reporting requirements may be modified by written direction from the Authority's Contract Manager. The Parties shall meet at regular intervals to review the status of the Work, the schedule, and the budget throughout the course of the Work.

The Contractor, as the administrator of the Work and its subcontracts, is the Party at risk and shall be responsible for errors, inconsistencies, omissions in the Work, and/or conflicts which may cause the Work to be interrupted or changed, and any related delays and costs. The Contractor shall provide copies of all subcontracts pertaining to the Work and shall promptly notify the Authority of any change to the scope of the Work from what is established in each respective subcontract (additive or deductive) that is not minor or emergency in nature.

6. The Contractor will require each subcontractor to furnish payment and performance bonds naming the Contractor as the primary obligee and to carry liability insurance in accordance with the Contractor's standard requirements and specifications which are effective at the time of the contract award, with minimum insurance coverage types and limits specified in Exhibit E, Insurance, of this Agreement. The Authority shall be included as an additional obligee on any payment and performance bonds and as an additional insured under all insurance policies in which the Contractor is named as an additional insured. The Contractor will ensure that the forms and amounts of all bonds and insurance policies are acceptable to the Authority and that they are effective as of the date each respective subcontract is signed.
7. The Contractor shall complete the Work and leave the Site in a graded and level condition capable of being utilized for construction staging and storage within one year of the date the Contractor awards the first subcontract, or as set forth in the executed TCE, whichever is sooner. Upon award, the Contractor shall thereafter be responsible for completing the Work in a timely manner and pursuant to the terms of this Agreement. The Contractor shall ensure that the subcontracts require standard construction practices including but not limited to, erosion control, safety and dust mitigation.
8. Cost Increases or Change Orders. The Authority shall have 10 business days to review and approve any reasonable costs or change orders above the respective subcontract award amounts and any deductive change orders or value engineering recommendations. Such approval will not be unreasonably withheld provided that the increased costs are not related to an expansion of the scope of work as set forth in the respective base subcontracts. Any such cost increases or change orders shall not cause the maximum amount of this Agreement (STD 213, Section 3) unless the Parties agree to and execute an amendment to this Agreement.
9. Final payment by the Authority for the Work identified in this Scope of Work section shall constitute full performance by the Authority of its obligations under this Agreement, and full satisfaction of any and all obligations the Authority may have regarding the demolition and clearance of the Site and the Work, which obligation the Authority disputes. The Authority shall thereafter have no further obligations, legal, financial, or otherwise, direct or indirect, regarding the Work or the Site, including but not limited to ownership, operation, maintenance, repair, liability of any kind, or safety.

#### **F. AUTHORITY USE OF THE SITE**

1. As a condition of the Authority's obligations under this Agreement, the Contractor hereby agrees that the Authority shall have reasonable and consistent access to, and use of, the Site for use as a construction lay-down and storage yard during the Wasco State Route 46 Widening Project that will be implemented by Caltrans under an interagency agreement with the Authority.

**The remainder of this page is intentionally left blank.**

2. Within 6 months of the execution of this Agreement, the Parties will execute a TCE or equivalent outlining the specific conditions of the access to, and use of, the Site such as location and duration to the extent not already included in this Agreement. The TCE shall be substantially equivalent to the form attached hereto as Attachment 3 or as otherwise agreed to by the Parties (including the use of a standard Caltrans temporary easement or access document)
3. At a minimum, the Parties hereby agree to the following parameters shall apply to the use of and access to the Site:
  - (a) The duration of the Site access will be approximately 41 months from the date that Caltrans executes a construction contract with a contractor to implement the Wasco State Route 46 Widening Project.
  - (b) The Site will be utilized as a construction storage and lay down yard for the storage and movement of equipment, materials, and vehicles, which will include large heavy-duty trucks and earth moving equipment, and any other items necessary for the Wasco State Route 46 Widening Project.
  - (c) The Site will be accessed and used by the Authority, Caltrans, and any contractors or consultants retained to implement the Wasco State Route 46 Widening Project.
  - (d) The Contractor hereby agrees that access to the Site will also be granted via use of adjacent public streets, sidewalks, and access points during the term of the easement (or equivalent).
  - (e) The Contractor retains and reserves the right to request access to the Site during the term of the easement (or equivalent) but acknowledges that access to the Site will be controlled by, and the responsibility of, others (Caltrans and/or its contractors). The Authority will work with the Contractor to secure reasonable access to the Site and the Contractor's request will not be unreasonably refused. The Contractor's access to and use of the Site shall not unreasonably interfere with the easement (or equivalent) rights or use of the Site as set forth herein and in the TCE (or equivalent).
  - (f) The Contractor reserves a portion of the Site identified as the City Well Site 1 AC on Attachment 2 – Map of Property. The Parties hereby acknowledge that circumstances regarding the necessary use of the Site by Caltrans and/or the Authority may change depending on the needs of the Parties and/or the Wasco State Route 46 Widening Project. As such, the Parties agree to meet and confer in good faith to negotiate any necessary amendments to this Agreement or the TCE (or equivalent) regarding access to and use of the Site, which amendments shall be in writing.
  - (g) The Authority will work with the Contractor to identify portions of the Site to which access and use are no longer required and will endeavor to relinquish or extinguish the easement (or equivalent) rights to those portions of the Site where and when possible.
  - (h) Attachment 2 – Map of Property – includes general information regarding the configuration and location of the Site. The Parties acknowledge that the TCE (or equivalent) will require a more formal and detailed legal description of the Site. The Parties will coordinate in the development of that legal description and the Authority will utilize its staff to assist in that effort.
  - (i) The Authority will require Caltrans to add the Contractor as an indemnitee regarding claims, damages, injuries, and liability to construction contracts that include access to or use of the Site.

#### **G. SCHEDULE OF SERVICES**

1. Performance of the Work described herein shall commence upon execution of this Agreement. Unless terminated as provided herein, the Work shall continue until the earlier of (i) completion of the Work, or (ii) expiration of the Agreement term (STD 213, Section 2).

2. No Work shall be initiated by the Contractor prior to execution of this Agreement.
3. The Work shall be completed according to the timelines set forth in this Agreement and time is of the essence regarding the completion of the Work (see Exhibit A, Section D(3)) subject to a written agreement of the Parties to deviate from the schedule.

#### **H. CONTRACTOR RESOLUTION APPROVING AGREEMENT**

Attached hereto as Attachment 4 is the City Council of the City of Wasco Resolution (No. 2022-3829) authorizing the finalization and execution of the "Demolition Agreement" which is expressly acknowledged to be this Agreement.

**The remainder of this page is intentionally left blank.**



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Contingency Clause

- A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an amendment to the Agreement to reflect the reduced amount.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this Authority program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the United States of America or California State Legislature during the Agreement term, that affects the provisions, terms, or funding of this Agreement in any manner.
- D. This Agreement is subject to all conditions on performance and funding, if any and if applicable to this Agreement, imposed by the federal government in relation to the U.S. Department of Transportation RAISE Grant awarded to the Authority for the Wasco SR 46 Improvement Project. This agreement shall be amended if any such applicable conditions are imposed in conjunction with the RAISE Grant.

2. Invoice and Payment

- A. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to reimburse the Contractor for actual costs incurred for (i) direct labor, (ii) fringe and overhead rates, and (iii) other direct costs, limited to approved contractors and vendors in accordance with Exhibit B, Attachment 1 – Rate Sheet.
  - (1). Rates shall not exceed the rates identified in Exhibit B, Attachment 1 – Rate Sheet.
  - (2). The Contractor's staff will be reimbursed at actual costs. However, the Contractor acknowledges that "staff time" does not include time for attorneys, subcontractors, and vendors. Subcontractor and vendor costs shall only be reimbursed if necessary to augment Contractor's staff in the fulfillment of the Agreement.
  - (3). Subcontractor and vendor rates must be included in Attachment 1 – Rate Sheet or approved by the Authority's Contract Manager pursuant to Section 2, Subsection A of this Exhibit B. Any approved subcontractor and vendors shall be subject to the same reimbursement provisions.
  - (4). The Contractor shall not charge for invoicing or be reimbursed for the administrative act of invoicing the Authority for Work performed under the Agreement.
- B. No payment shall be made in advance of services rendered.

- C. This is a not-to-exceed Agreement. The total amount payable by the Authority for this Agreement, including reimbursements for payments made to approved subcontractors and change orders, shall not exceed the amount on the STD 213. It is understood and agreed that this total is the maximum amount payable to the Contractor and that the actual amount of Work requested by the Authority, and paymenttherefore, may be less.
- D. The Contractor shall provide one electronic original copy of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) calendar days after completion of each billing period or upon completion of a task to:

Financial Office  
California High-Speed Rail Authority  
770 L Street, Suite 620 MS 3  
Sacramento, CA 95814  
[accountspayable@hsr.ca.gov](mailto:accountspayable@hsr.ca.gov)

AND

The Contractor shall also electronically submit one additional courtesy copy of the invoice and supporting documentation to the Authority's Contract Manager or designee at the email address identified in Exhibit A.

- E. If requested by the Authority, the Contractor shall provide paper copies of the invoice for payment, receipts and other documentation identified in Section 3 of this Exhibit B.
- F. The date of invoice delivery shall be the date the Authority receives the electronic original copy to the Financial Office at the email address listed in Section 2.1.3 of this Exhibit B.
- G. The Contractor's positions and/or rates listed in Attachment 1 – Rate Sheet, may be changed without an amendment to the Agreement. A request for change must be in writing, on the Contractor's letterhead, and (1) identify the position and rate that is requested to be added, changed, or removed; (2) specify the reason for any position or rate change; and (3) provide documentation supporting any position or rate change, such as a City Council's Resolution, a new union contract, or equivalent official document. There shall be no change in the positions or rates without advanced written approval by the Authority's Contract Manager.
- H. A subcontractor's actual cost shall not exceed the wage rates and other cost set forth in the Subcontractor's rates, without prior written amendment between the Authority and the City. A request for change must be in writing, on the Contractor's letterhead, and (1) identify the position and rate that is requested to be added, changed, or removed; (2) specify the reason for any position or rate change; and (3) provide documentation supporting any position or rate change, such as a City Council's Resolution, a new union contract, or equivalent official document. There shall be no change in the positions or rates without advanced written approval by the Authority's Contract Manager.

### 3. Invoice Content

- A. An invoice shall consist of, but not be limited to, the following:
  - (1). Agreement number, date prepared, and billing period.
  - (2). The Contractor's hourly rates by individual, as identified on Exhibit B, Attachment 1 – Rate Sheet. Each invoice shall include actual hours incurred, cumulative hours incurred to date, and budgeted hours per individual by workplan category or task (as specified in Exhibit B, Attachment 1 – Rate Sheet and by reference to Task Orders, as applicable) during the billing period.



- (3). Actual, allowable, other direct costs as identified in Exhibit B, Attachment 1 – Rate Sheet.
- (4). If applicable, an indication if the Contractor is certified as a California Certified Small Business (SB), Microbusiness (MB), Small Business for the Purpose of Public Works (SB-PW), Disabled Veteran Business Enterprise (DVBE), or Disadvantaged Business Enterprise (DBE). Subcontractor and vendor invoices shall also indicate whether a subcontractor or vendor is an SB, MB, SB-PW, DVBE, or DBE.
- (5). The Contractor shall retain complete supporting documentation to verify all Contractor services performed, and associated expenses invoiced for payment, under this Agreement for audit purposes, which shall be made available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts/subagreements to secure adequate supporting documentation to verify all services performed by all subcontractors, and associated expenses, invoiced for payment under this Agreement.
- (6). A narrative that documents the progress of the Work including a description of Contractor's and its subcontractors' activities performed under this Agreement during the billing period.
- (7). Subcontractors' and vendors' invoices that correctly identify expenses charged to the Agreement. The Contractor shall provide all subcontractor invoices for which the Contractor is seeking reimbursement.

4. Cost Principles

- A. The Contractor agrees to comply with the federal cost principles applicable to the Federal Railroad Administration (FRA) Grant Cooperative Agreement No. FR-HSR-0118012, as amended (FY 10 Grant) and/or the amended FRA Grant Cooperative Agreement No. FR-HSR-0009-10-01-06 (America Recovery and Reinvestment Act [ARRA] Grant) and/or any future FRA, United States Department of Transportation (U.S. DOT), or other federal agency Grant/Cooperative Agreement requirements. These provisions, include but are not limited to, the applicable provisions of C.F.R. Part 200 (including § 200.101), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R Part 1201. If applicable, this compliance also includes the OMB Circular A-87, as amended, Cost Principles for State and Local Governments and 48 C.F.R, Part 31 Contract Cost Principles and Procedures.
- B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable are subject to repayment by the Contractor to the Authority.
- C. Any subcontract/subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this Cost Principles clause.

5. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq. The date of invoice delivery shall be the date the Authority receives the electronic original at the email address listed in Section 3 of this Exhibit B.

6. Excise Tax

- A. The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Contractor. The Authority will only pay for any State or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

7. Invoice Disputes

- A. Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of the Agreement. If the invoice is disputed, the Contractor will be notified via a Dispute Notification Form, or with other written notification within fifteen (15) working days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.

**The remainder of this page is intentionally left blank.**

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

GTC 04/2017

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 04/2017, is not included in the Agreement but is incorporated herein by reference. As indicated on the STD 213, a copy of Exhibit C can be found at the [Department of General Services State Contract Language Page](#).

If you do not have internet access, or otherwise cannot access the GTC 04/2017, please contact the Contracts and Procurement Branch below to receive a copy:

Contracts and Procurement Branch  
(916) 324-1541  
770 L Street, Suite 620 MS3  
Sacramento, California 95814  
[contracts@hsr.ca.gov](mailto:contracts@hsr.ca.gov)

**The remainder of this page is intentionally left blank.**

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

1. Term

- A. The term of this Agreement is as identified in Section 2 of the Standard Agreement (STD 213).

2. Contract Management

- A. The Contractor's Contract Manager is responsible for the day-to-day Work status, decisions, and communications with the Authority's Contract Manager. The Contractor may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.
- B. The Authority may change its Contract Manager at any time by giving written notice to the Contractor without an amendment.

3. Subagreements

For purposes of this Agreement, subcontractor(s) and subconsultant(s) are used interchangeably, and the provisions of this Agreement that apply to subcontractors/subconsultants apply to subagreements/subcontracts with both subcontractors and subconsultants, at all tiers.

- A. Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Authority and any subcontractors, and no subcontract/subagreement shall relieve the Contractor of its responsibilities and obligations under this Agreement. The Contractor agrees to be fully responsible to the Authority for the acts and omissions of its subcontractors, including for persons either directly or indirectly employed by those subcontractors, to the same extent the Contractor is liable for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract/subagreement.
- B. The Contractor shall perform the Work contemplated with resources available within its own organization, and no portion of the Work shall be subcontracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in Exhibit B, Attachment 1 – Rate Sheet.
- C. Unless specifically noted otherwise, any subcontract/subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.
- D. The Contractor shall pay its subcontractors within seven working days from receipt of each payment made to the Contractor by the State.
- E. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor. The Authority's Contract Manager shall review and either approve or deny the written request within two (2) business days. If the Authority fails to adhere to this time frame, the request shall be deemed approved.
- F. In the event Contractor subcontracts any of the Work under this Agreement, such subcontract(s) shall not exceed \$50,000.00 of the Agreement value unless: (1) Contractor selects the subcontractor(s) pursuant to a competitive bidding process that seeks at least 3 bids from responsible bidders and is consistent with California law, and (2) provides timely certification that this process occurred to the Authority.



4. Confidentiality of Data

All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

- A. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- B. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.
- C. Any subcontract/subagreement entered into as a result of this Agreement shall contain the exact text of all of the provisions of this Confidentiality of Data clause, regardless of dollar amount of the subcontract/subagreement.
- D. The terms and conditions of this Agreement and the Work described herein, including communication with third parties, are to be held confidential between the Parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with State or federal law including, but not limited to, the California Public Records Act. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.
- E. The Contractor agrees to include all provisions of the Confidentiality Clause in all subcontracts, regardless of dollar amount of the subcontract, and to enforce the requirements thereof. This provision is intended to inure to the benefit of the Authority and its successors and assigns.

5. Settlement of Disputes

- A. The Parties agree to use their best efforts to resolve disputes arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.
- B. To the extent consistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in Section A above will be decided by the Chief Administrative Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Chief Administrative Officer, issued in writing, will be the final decision of the Authority. The final decision of the Authority is not binding on the Contractor.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language.
- D. Neither the pendency of a dispute nor its consideration by the Chief Administrative Officer will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

6. Termination

- A. Termination for Cause: In accordance with Section 7 of Exhibit C: GTC 04/2017, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.

- B. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor if terminated for convenience of the Authority. In the event of such termination for convenience, the Authority shall pay the Contractor for all Work performed prior to the effective date of termination pursuant to the payment provisions of this Agreement.
- C. Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- D. Contractor Claims Against this Agreement Under Early Termination: The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for Work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination, including the costs of preparing files for return to the Authority as required in this Exhibit D.
- E. If, however, the Contractor has entered into subcontracts for the performance of the Work, the Authority may nonetheless be responsible for reimbursing the Contractor for unresolvable and remaining amounts due under those subcontracts and the Parties shall negotiate the sum of that amount.

7. Non-Waiver

- A. Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Agreement at any time shall not affect the validity of this Agreement in whole or in part and shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, if the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.
- B. No act, delay, or omission done, suffered, or permitted by one Party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such Party under any Agreement, or to relieve the other Party from the full performance of its obligations under the Agreement. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. No custom or practice between the Parties in the administration of the terms of the Agreement shall be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Agreement.
- C. No waiver of any term, covenant, or condition of the Agreement shall be valid unless in writing and signed by the Party providing the waiver.

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8. Headings and Rules of Construction

- A. The titles of sections and subsections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. Unless otherwise specified, the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

9. Nondiscrimination Compliance

- A. During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, title 2, section 11000, et seq.), the provisions of article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (sections 11135-11139.5), and the regulations or standards adopted by the Authority to implement such article.
- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Authority upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to its books, records, accounts, other sources of information and its facilities as said Department or the Authority shall require to ascertain compliance with this clause.
- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts/subagreements entered into as a result of this Agreement.

10. Amendment

- A. This Agreement may be modified by amendment with mutual consent of the Parties as to time, money, scope and other provisions, to the extent allowable by law. The amendment shall be made in accordance with Exhibit C: GTC04/2017, Section 2 Amendment. If the provisions in this section conflict with Exhibit C: GTC 04/2017, the terms of the Exhibit C: GTC 04/2017 control over the terms of this clause.
- B. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and all necessary approvals have been obtained. No oral understanding or agreement not formally incorporated in writing into the Agreement is binding on the Parties.

11. Survival

- A. The Contractor's obligations under Exhibit D: Section 4, Confidentiality of Data, Exhibit D: Section 6, Termination, Exhibit E: Section 1, Indemnification, Exhibit E: Section 5, Insurance, to the extent such insurance is required to be maintained past the Agreement term, and any other provisions that impose an obligation of confidentiality and/or nondisclosure shall survive the termination, expiration, and/or end date of this Agreement unless otherwise stated within the provision. Subcontracts/subagreements entered into with subcontractors, regardless of dollar amount, shall contain this provision for the benefit of the Authority.

12. Compliance with Laws

- A. The Contractor shall follow all applicable laws, codes, and regulations in carrying out the Work.

13. Electronic or E-Signatures

- A. In accordance with the Uniform Electronic Transactions Act, California Civil Code sections 1633.1-1633.17 and State Administrative Manual Management Memo 20-07, electronic signatures or e-Signatures are acceptable on contract forms, invoices, and documents and have the same legal effect or enforceability as if they were an "original" or "wet" signature. The Authority and the Contractor signatories must have unequivocally approved the same document.

14. Severability

- A. This provision is in addition to the Unenforceable Provision requirements contained in Exhibit C: GTC 04/2017. If this provision conflicts with Exhibit C: GTC 04/2017, the terms of Exhibit C: GTC 04/2017 control over the terms of this clause. If any provision of this Agreement is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect; provided that in such event the Parties hereto shall in good faith attempt to replace the invalid or unenforceable provision with one that is valid and enforceable and comes as close as reasonably possible to expressing or achieving the intent of the Parties with regard to the original provision. Upon agreement of the Parties, this Agreement shall be amended by a signed writing, as set forth in Section 5 of Exhibit A, to incorporate the substitute language.

15. Entire Agreement

- A. This Agreement, with its Exhibits and Attachments stated on the STD 213 represents the entire and integrated agreement between the Authority and the Contractor, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof.

16. Submittal Requirements

- A. Where the Contractor is required to make available or provide submittals, reporting data, correspondence or any other information to the Authority, Contractor shall make available or provide such information in a form and method acceptable to the Authority. The Authority may at any time designate new systems and processes for use by the Contractor to make available or provide such submittals and information to the Authority, which Contractor shall use as directed by the Authority.

17. Small Business Participation, Disabled Veteran Business Enterprise and Disadvantaged Business Entity Participation Goals and Reporting Requirements

- A. This Agreement is subject to Small Business, Disabled Veteran Business Enterprise, and Disadvantaged Business Entity participation goals in compliance with State and federal law. (1. SB: California Executive Orders S-02-06 and D-43-01, and Government Code § 14835, et seq.; 2. DVBE: Public Contract Code (PCC) § 10115, et seq., Military and Veterans Code (MVC) § 999, et seq., and California Code of Regulations (CCR) Title 2 §1896.61, et seq.; and 3. DBE: Pub. L. No. 109-59, § 1101, 119 Stat. 1144 (2005), Title 49 Code of Federal Regulations (C.F.R.), Part 26, including §§ 26.1(b), 26.3, 26.5 and 26.41, and Authority Board Resolution # HSRA 12-21.)

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The Authority established a "Small and Disadvantaged Business Enterprise Program" on August 2, 2012. The Authority issued a "Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contract" dated August 20, 2012 (SB Program), which establishes a thirty (30) percent SB utilization goal, which includes a ten (10) percent DBE goal or a three (3) percent DVBE participation goal. All goals are calculated based on total contract dollars. (The Authority's SB Program is available on the Authority's website.) The Contractor shall be responsible for complying with any revised or modified Authority SB Program, including all reporting requirements.

B. SB Goal:

The Contractor commits to meet or exceed the overall thirty (30) percent SB utilization goal for this Agreement as established by the SB Program. SB means a business certified by California Department of General Services (DGS)/ Office of SB and DVBE Services (OSDS) in accordance with GC § 14837 (d)(1) and 2 CCR 1896.12(a). Microbusiness means a SB certified by the Department of General Services/OSDS in accordance with GC § 14837 (d)(2) and 2 CCR 1896.12(b). In addition, Government Code §§ 14837 and 14838 identifies a SB certification category for the purpose of Public Works contracts/projects.

C. DVBE Goal:

Under the SB Program, the Contractor commits to meet or exceed a three percent goal for DVBE participation under this Agreement. Only State of California OSDS certified DVBEs who will perform a Commercially Useful Function shall be used to satisfy the DVBE requirement. The term "DVBE contractor, subcontractor or supplier" means any Person that satisfies the ownership (or management) and control requirements of CCR Title 2 § 1896.81, is certified in accordance with CCR Title 2 § 1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a CUF as required in MVC § 999(B).

This three (3) percent DVBE goal is calculated based on total contract dollars.

D. DBE Goal:

As established by the SB Program, the Contractor commits to use good faith efforts to reach an overall ten percent race-neutral goal for DBE participation under this Agreement. A DBE is defined as a small business owned and controlled by one or more individuals who are socially and economically disadvantaged. (49 C.F.R. Part 26, including § 26.5.)

As a condition of the Grant Cooperative Agreements for federal financial assistance from the FRA, the Authority has signed an assurance that it will implement the best practices of Title 49 C.F.R. Part 26, "U.S. Department of Transportation Disadvantaged Business Enterprise Program." The Authority's SB Program is in compliance with the Best Practices of Title 49 C.F.R. Part 26, Executive Order S-02-06, MVC § 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

This ten (10) percent DBE goal is calculated based on total contract dollars.

E. Each certified SB, MB, SB-PW, DVBE and DBE identified by the Contractor must perform a CUF in the performance of the entire Agreement as defined in Govt. Code section 14837(d)(4) and the SB Program. (GC § 14837(d)(4); Title 2 CCR § 1896.15.)

F. SB, DVBE and DBE Reporting Requirements

The following requirements either restate, or are in addition to, the SB and DVBE reporting requirements contained in Section 19 of the General Terms and Conditions (GTC 04/2017) in Exhibit C of this Agreement:

- (1). The Contractor shall within sixty (60) days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, report to the Authority the actual percentage of SB participation that was achieved. (Govt. Code § 14841.) SB, MB, and SB-PW classifications are included within this reporting requirement.
- (2). The Contractor shall within sixty (60) days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, certify in a report to the Authority:
  - a. The total amount the prime Contractor received under the Agreement;
  - b. The name and address of the DVBE(s) that participated in the performance of the Agreement;
  - c. The amount each DVBE received from the prime Contractor;
  - d. That all payments under the Agreement have been made to the DVBE; and
  - e. The actual percentage of DVBE participation that was achieved, based on the total Agreement dollars received by the Contractor. This data shall be accurately completed on the Prime Contractor's Certification DVBE Subcontracting Report (STD 817) upon contract completion. The Authority shall withhold \$10,000, or full payment if less than \$10,000, from a prime contractor's final payment pending receipt of a complete and accurate STD 817. (MVC § 999.5(d), 999.55, 999.7(a).)
- (3). The Contractor shall within sixty (60) days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, certify in a report to the Authority:
  - a. The total amount the prime Contractor received under the Agreement;
  - b. The name and address of the DBE(s) that participated in the performance of the Agreement;
  - c. The amount each DBE received from the prime Contractor;
  - d. That all payments under the Agreement have been made to the DBE; and
  - e. The actual percentage of DBE participation that was achieved.
- (4). In addition, the Contractor shall submit to the Authority a monthly progress report that includes the information in items 1-10 below regarding SB utilization, which shall include SB (including MB and SB-PW reported separately), DVBE and DBE categories at all tiers (Monthly Small Business Utilization Form). The Monthly Small Business Utilization Form and Prompt Payment Report will be used to keep a running tally of actual amount paid to SBs, including MBs and SB-PW, DVBEs and DBEs for work performed under the Agreement. The requirements in this Exhibit D, Section 17 shall also include any amended portion of the Agreement.
- (5). The Contractor shall submit the Monthly Small Business Utilization Form, Prompt Payment Report and SB Monthly Narrative (see SB Program requirements) to the Contract Compliance Unit no later than the 15th of each month under the Agreement. The Monthly Small Business Utilization Form and Prompt Payment Report shall be executed as provided in item 10. A Person that knowingly provides false information shall be subject to a civil penalty for each violation. (MVC § 999.5(d); and Govt. Code § 14841.)

- (6). The Monthly Small Business Utilization Form and Prompt Payment Report shall include and verify the following:
- a. Name of each SB, MB, SB-PW, DVBE and DBE participating under the Agreement.
  - b. Type of work assignment designated to each SB, MB, SB-PW, DVBE and DBE.
  - c. The type of classification of each subcontractor, SB (including MB and SB-PW reported separately), DVBE and DBE related to the work assignment.
  - d. The date of the invoice submitted by each SB, MB, SB-PW, DVBE and DBE during the reporting period.
  - e. The amount invoiced by each SB, MB, SB-PW, DVBE and DBE during the reporting period.
  - f. The amount invoiced to date by each SB, MB, SB-PW, DVBE and DBE.
  - g. The eligible dollars committed to each SB, MB, SB-PW, DVBE and DBE, including:
    1. The eligible dollars paid to each SB, MB, SB-PW, DVBE and DBE during the reporting period;
    2. The eligible dollars paid to the SB, MB, SB-PW, DVBE and DBE as a result of an amendment to the Agreement; and
    3. The eligible dollars paid to date for each SB, MB, SB-PW, DVBE and DBE.
  - h. The eligible dollars paid to date as a percentage of the total commitment to each SB, MB, SB-PW, DVBE and DBE, based on the total dollars received under the Agreement by the Contractor.
  - i. The tier hierarchy of each subcontractor included in the report.
  - j. The signature of an authorized representative of the Contractor that certifies under penalty of perjury that the information contained in the report is true and correct.

18. Jurisdiction and Venue

- A. Any civil action that arises out of or relates to this Agreement shall be brought in a court of competent jurisdiction of the State of California.

19. Audit

- A. The Contractor agrees that the Authority, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement, including payroll records. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896).

20. Executive Order N-6-22 – Russia Sanctions

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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**EXHIBIT E**  
**ADDITIONAL PROVISIONS**

1. Indemnification

- A. Contractor agrees to indemnify, defend, and hold harmless the Authority, FRA, State of California, their officers, agents, and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor. The Contractor will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or wrongful acts, errors, or omissions of the Contractor. The Contractor's indemnification herein with regard to third parties shall arise only to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor, or those under the Contractor's control, with regard to such third parties.
- B. This provision is in addition to the Indemnification requirements contained in Exhibit C: GTC 04/2017. If this provision conflicts with Exhibit C: GTC 04/2017, the terms of Exhibit C: GTC 04/2017 control over the terms of this clause.

2. Force Majeure

- A. Except for defaults of subcontractors, neither Party shall be responsible for delays nor failures in performance resulting from acts beyond the control of the offending Party. Such acts shall include Acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Contractor shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Contractor arises out of a default of its subcontractor, and if such default arises out of the following:
  - (1). Causes beyond the control of both the Contractor and subcontractor, and
  - (2). Without the fault or negligence of either of them.
- B. However, with respect to supplies or services to be furnished by the subcontractor that were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule, the Contractor and its subcontractors will be held liable for damages of such delay or failure.

3. Prevailing Wages

- A. The Contractor shall comply with all state and federal prevailing wage laws, where applicable.
- B. If the scope of work involves specific on site construction, design, and pre-construction work, as well as certain types of off-site work and professional services, the contract will require compliance with all applicable federal and State prevailing wage laws and regulations. (See Davis-Bacon Act and California Prevailing Wage law, including Labor Code Sections 1720, 1720.2, 1720.3, 1720.4 and 1771. See also, the Authority's Community Benefits Agreement, which defines Project Work and Exclusions.) If applicable, compliance with the following provisions shall be required:
  - (1). Pursuant to the provisions of section 1773 of the California Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.1 of said Code, apprenticeship or other training programs authorized by section 3093 of said Code, and similar purposes) as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at the Authority's offices and will be furnished to the Contractor and other interested parties on request. For crafts or classifications

not shown on the prevailing wage determinations, the Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations. If there is any conflict between the State prevailing wage, the federal prevailing wage, and the Authority's Community Benefits Agreement, the highest rate shall be paid.

- (2). The Contractor is required to maintain ongoing registration with the Department of Industrial Relations pursuant to California Labor Code section 1771.1 beginning at the time of Proposal (if applicable) or Agreement execution, whichever is earlier, through Agreement completion. The Authority will also notify the Department of Industrial Relations of public work construction contract awards via form DIR-PWC-100.
- (3). Notwithstanding anything to the contrary contained in this Agreement, the Contractor shall submit certified payroll records required by this Section 3 to the Authority weekly pursuant to applicable California Department of Industrial Relations and United States Department of Labor requirements.

#### 4. Legal Notice

- A. This clause is not intended to apply to normal, daily communication between the Parties related to the progress of Work. This clause applies to situations where notice is required to be given by the Agreement or the Parties are asserting their legal rights and remedies. This section is not intended to replace any other applicable legal requirements.
- B. Any communication, notice, or demand of any kind whatsoever which any Party may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Contractor Name:	M. Scott Hurlbert	Authority:	Alicia Fowler
Title:	City Manager	Title:	Chief Counsel
Company:	City of Wasco	Company:	California High-Speed Rail Authority
Address:	746 8 <sup>th</sup> Street, Wasco, CA 93280	Address:	770 L Street, Suite 620 MS1 Sacramento, CA 95814
Telephone:	(661) 758-7214	Telephone:	(916) 324-1541
Email:	<a href="mailto:schurlbert@cityofwasco.org">schurlbert@cityofwasco.org</a>	Email:	<a href="mailto:legal@hsr.ca.gov">legal@hsr.ca.gov</a>

- C. The Contract Managers identified in Exhibit A, Section 4 shall be notified via email when a notice is sent.
- D. Notice shall be effective when received unless a legal holiday for the State commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next working day.

All subcontractors shall be appropriately licensed for the Work they are conducting if licensing would be required of the Contractor for that Work.

#### 5. Insurance

Without limiting the Contractor's indemnification obligations to the Authority, and prior to commencement of the Work, the Contractor, or its subcontractors as applicable, shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to the Authority.

A. General Liability Insurance

- (1). Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$15 million per occurrence and \$25 million general aggregate, for bodily injury, personal injury, and property damage, including blanket contractual liability.
- (2). Coverage must contain additional insured and waiver of subrogation endorsements naming the Authority and its officers, officials, employees, and agents as an additional insured/endorsee under the general liability policy. This additional insured provision shall also apply to any excess liability policies.

B. Workers' Compensation Insurance

- (1). Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1 million.
- (2). Coverage must contain a waiver of subrogation endorsement naming the Authority and its officers, officials, employees, and agents as an endorsee under the workers' compensation policy.

C. Automobile Liability Insurance

- (1). Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1 million combined single limit for each accident.
- (2). Coverage must contain additional insured and waiver of subrogation endorsements naming the Authority and its officers, officials, employees, and agents as an additional insured/endorsee under the automobile liability policy. This additional insured provision shall also apply to any excess liability policies.

D. Professional Liability (Errors & Omissions) Insurance

- (1). Professional liability insurance that covers the Work to be performed in connection with this Agreement, in the minimum amount of \$5 million on a claims-made basis. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement.

E. Pollution Liability

- (1). Pollution liability with limits of not less than \$5 million per claim covering liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising out of Work to be performed under this Agreement. Coverage shall be provided for both Work performed on site as well as proper disposal of hazardous materials.
- (2). Coverage must contain additional insured and waiver of subrogation endorsements naming the Authority and its officers, officials, employees, and agents as an additional insured/endorsee under the pollution liability policy.

F. Umbrella or Excess

- (1). \$10 million umbrella or excess liability policy which includes employer's liability, general liability, automobile liability, and completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. This is not intended to include professional liability.



G. Other Provisions or Requirements

The following provisions apply to all insurance required under the Agreement unless otherwise stated.

(1). Duration of Coverage

The Contractor shall procure, or cause to procure, and maintain, for the duration of the Agreement, on a yearly basis, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor agrees to maintain required professional liability insurance for a period of no less than five years after completion of the Work (a tail on the policy would be acceptable).

(2). Authority's Rights of Enforcement

In the event that any policy of insurance required under this Agreement does not comply with these specifications or is canceled, not replaced, or has its limits eroded by other claims, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority will be promptly reimbursed by the Contractor or the Authority will withhold amounts sufficient to pay the premium from the Contractor's payments. In the alternative, the Authority may terminate this Agreement.

(3). Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority.

(4). Enforcement of Agreement Provisions (non estoppel)

The Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform the Contractor of non-compliance with any requirement under this Agreement, does not impose any additional obligations on the Authority and does not waive any rights of the Authority hereunder.

(5). Requirements Not Limiting

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. All insurance coverage and limits provided by the Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(6). Notice of Cancellation

The Contractor agrees to oblige its insurance agent or broker and insurers, and subcontractors, to provide to the Authority a minimum of thirty (30) days' notice of cancellation (except for nonpayment, for which ten (10) days' notice is required), material change in coverage, or nonrenewal of coverage for each required coverage.



(7). Authority's Right to Revise Specifications

The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate the Contractor's compensation.

(8). Self-insured Retentions and Self Insurance

Any self-insured retentions or self-insurance must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(9). Timely Notice of Claims

The Contractor shall give the Authority prompt and timely notice of claims made or paid, or lawsuits instituted, that arise out of or result from the performance of Work under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(10). Additional Insurance

The Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which, in its own judgment, may be necessary for its proper protection and performance of the Work.

(11). Proof of Insurance

The Contractor shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance policies, certificates and endorsements must be approved by the Authority's Contract Manager prior to commencement of Work. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(12). Waiver of Subrogation

Workers' compensation insurance policies must be endorsed to waive the insurer's right of subrogation. All other insurance coverage maintained or procured pursuant to this Agreement, except for professional liability, shall specifically allow the Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss or, in the alternative, shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees, and volunteers. The Contractor hereby waives its own right of recovery against the Authority and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(13). Additional Insured Status

The general liability, pollution liability, and auto liability policies shall provide or be endorsed to provide the Authority and its officers, officials, employees, and agents with additional insured status. This provision shall also apply to any excess liability policies.

6. Computer Software

- A. If software usage is an element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- B. Software utilization is expected as a standard part of performance of the Work and typical business operations. Contractor shall be responsible for all necessary acquisition, operation and maintenance of computer software utilized as part of the ordinary course of Contractor's business. Purchase of software that is not considered within the ordinary course of business shall be subject to advance written approval by the Authority.

7. Equipment Rental Agreements

The State shall not be responsible for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents. This provision shall be included in all subcontracts.

8. Contingent Fee

The Contractor warrants by execution of this Agreement, that no Person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the Work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. The California Environmental Quality Act

By entering into this Agreement that mentions or refers to the California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and State environmental permitting laws/agencies and initially authorizes related work, the Authority does not: (a) waive the Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA's application to the System; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the System.

10. Health and Safety

The Contractor shall comply with all applicable health and safety laws and regulations at the Contractor's own expense. Upon notice by the Authority, the Contractor shall also comply with the Authority's specific health and safety requirements and policies. The Contractor also agrees to include in any subcontract related to the performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice by the Authority, the Authority's specific health and safety requirements and policies.

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11. Accident Prevention

The Contractor and/or its subcontractor shall be responsible for securing areas of work. Work areas shall be barricaded and flagged by the Contractor. Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not be limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety

precautions, including safety regulation of State Division of Industry Safety, Department of Industrial Relations. This provision shall be included in all subcontracts.

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**EXHIBIT F**  
**FEDERAL TERMS AND CONDITIONS**

**1. FEDERAL REQUIREMENTS**

- A. The Contractor understands that the Authority has received Federal funding from the Federal Railroad Administration (FRA) and may receive additional Federal funding from the FRA, U.S. DOT and/or other Federal agencies, and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply. The Contractor shall ensure compliance by its Subcontractors and include appropriate flow down provisions in each of its lower-tier Subcontracts entered into as a result of this Agreement as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.
- C. References to the amended Federal Railroad Administration Grant Cooperative Agreement No. FR-HSR-0009-10-01-06 (ARRA Grant) provisions herein are also deemed to apply in principle to the FRA Grant Cooperative Agreement No. FR-HSR-0118012, as amended (FY 10 Grant) and/or any future FRA, U.S. DOT, or other Federal agency Grant/Cooperative Agreement requirements, including but not limited to reporting requirements and related obligations. The Contractor acknowledges that it is required to comply with, and adhere to, all requisite Federal requirements from the FRA, U.S. DOT and/or other Federal agencies that apply, or will apply.

**2. COMPLIANCE WITH FEDERAL REQUIREMENTS**

- A. The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

**3. FEDERAL PROCUREMENT STANDARDS**

- A. The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. Section 18.36, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Contractor's technical specifications and requirements.

**4. FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or



employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, 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 Agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. 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. section 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 failure.
- D. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier Subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly.

## **5. DEBARMENT AND SUSPENSION**

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. section 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.
- B. To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each Subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/). The Contractor shall obtain appropriate certifications from each such Subcontractor and provide such certifications to the Authority.
- C. The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - 2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;

3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. section 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and,
  4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. section 180.800.
- D. Should the Contractor or any Subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification.
- E. The Contractor shall include a term or condition in the Agreement documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each Subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier Subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

## 6. SITE VISITS

- A. The Contractor agrees that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by FRA on the premises of the Contractor or any of its Subcontractors under this Agreement, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor.

## 7. SAFETY OVERSIGHT

- A. To the extent applicable, the Contractor agrees to comply with any Federal regulations, laws, or policies and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

## 8. ENVIRONMENTAL PROTECTION

The Contractor and any Subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.
- B. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq. The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each

violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

- C. **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. sections 6421 et seq.)
- D. **Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any Subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. sections 4321 et seq.
- F. **Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

## 9. CIVIL RIGHTS

The following requirements apply to this Agreement:

- A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d; section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102; section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132; and 49 U.S.C. section 306, the Contractor agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- B. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:
  - 1. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect

construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

2. Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
3. Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Contractor also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

- C. The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. section 290 dd), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- D. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

## 10. ARRA FUNDED PROJECT

- A. Funding for this Agreement has been provided through the America Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Contractors, including both prime and Subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the Agreement if any Contractor or Subcontractor fails to comply with the reporting and operational requirements contained herein.



**11. ENFORCEABILITY**

- A. Contractor agrees that if the Contractor or one of its Subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

**12. PROHIBITION ON USE OF ARRA FUNDS**

- A. Contractor agrees in accordance with ARRA, section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**13. ACCESS AND INSPECTION OF RECORDS**

- A. In accordance with ARRA sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:
  - 1. Access and reproduce any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and,
  - 2. Interview any officer or employee of the Contractor or any of its Subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- B. Pursuant to 49 C.F.R. section 18.26(i)(11), 49 C.F.R. section 19.26, or A-133 (whichever applicable), the Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Contractor agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.
- C. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. section 552(a).

The Contractor shall include this provision in all lower-tier subcontracts.

**14. WHISTLEBLOWER PROTECTION**

- A. The Contractor agrees that both it and its Subcontractors shall comply with section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the State, from discharging, demoting or otherwise discriminating against

an employee for disclosures by the employee that the employee reasonably believes are evidence of:

1. Gross mismanagement of a contract relating to ARRA funds;
  2. Gross waste of ARRA funds;
  3. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
  4. An abuse of authority related to implementation or use of ARRA funds; or
  5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.
- B. The Contractor agrees that it and its Subcontractors shall post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of the ARRA.

#### **15. FRAUD AND FALSE CLAIMS ACT**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. section 3801 et seq., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Contractor, to the extent the federal government deems appropriate.
- C. The Contractor agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, Subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- D. The Contractor agrees to include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the

paragraphs shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

**16. WAGE RATE REQUIREMENTS**

A. Pursuant to ARRA section 1606, the Contractor shall comply with the Davis-Bacon Act prevailing wage provisions of 40 U.S.C. sections 3141, et seq. The Contractor shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. section 874 and 29 C.F.R. Part 3. When prevailing wage rates apply, the Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

1. If there is any conflict between the state prevailing wages and the federal prevailing wages, the higher rate shall be paid.
2. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

**17. REPORTING REQUIREMENTS**

A. Contractor agrees, if requested by the Authority in writing, to provide the Authority with the following information:

1. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
2. The amount of funds actually expended or obligated during the time period requested;

B. A detailed list of all projects or activities for which funds were expended or obligated, including:

1. The name of the project or activity;
2. A description of the project activity;
3. An evaluation of the completion status of the project or activity; and,
4. An estimate of the number of jobs created and/or retained by the project or activity.

C. For any contracts or subcontracts equal to or greater than \$25,000:

1. The name of the entity receiving the contract;
2. The amount of the contract;
3. The transaction type;
4. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;

5. The location of the entity receiving the contract;
6. The primary location of the contract, including city, state, congressional district, and county;
7. The DUNS number, or name and zip code for the entity headquarters, if known;
8. A unique identifier of the entity receiving the Agreement and the parent entity of Contractor, should the entity be owned by another; and,
9. The names and total compensation of the five most highly compensated officers of the company if received:
  - a. 80% or more of its annual gross revenues in Federal awards;
  - b. \$25,000,000 or more in annual gross revenue from Federal awards; and,
  - c. If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.
- D. Any other information reasonably requested by the State of California or required by state or federal law or regulation.
- E. Standard data elements and federal instruction for use in complying with reporting requirements under section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalRegister.gov](http://www.FederalRegister.gov). The additional requirements will be added to this Agreement by amendment.

## 18. REPRINTS OF PUBLICATIONS

- A. Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.
- B. An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”



19. **PROPERTY, EQUIPMENT AND SUPPLIES.** The Contractor must comply with the property, equipment, and supplies management standards and procedures in 49 C.F.R. sections 18.31 and 18.32. The Contractor may use its own management standards so long as such standards comply with 49 C.F.R. sections 18.31 and 18.32. This provision must be included in all Subcontract agreements.

20. **SMALL BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES**

- A. The Authority encourages the Contractor to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the Agreement. The Authority has established a Revised Small and Disadvantaged Business Enterprise (SB/DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a ten percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority's contracting and procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.
- B. The Authority has established a 30 percent Small Business (SB) goal as described above. The Contractor is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the duration of this Agreement. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, are included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts – August 2012. The document is on the Authority's Small Business web page: [www.hsr.ca.gov/business-opportunities/small-business-program/](http://www.hsr.ca.gov/business-opportunities/small-business-program/)
- C. The Contractor shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes.

21. **PROHIBITION OF TRAFFICKING IN PERSONS**

The Contractor agrees that during the term of this Agreement, in accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. section 7104(g)), the Contractor and its employees, and its Subcontractors (of any tier), and all of their employees, shall not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement. This provision must be included in all Subcontract agreements.

22. **PROHIBITION OF TEXT MESSAGING WHILE DRIVING**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned, leased, or rented vehicles or privately-owned vehicles when performing work under this Agreement. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving," Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT 3902.10 "Text Messaging While Driving," Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2019-01, Feb. 2, 2010, available at [http://www.dot.gov/sites/dot.dev/files/docs/FAPL\\_2010-01.pdf](http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf)).

## INDEX OF ATTACHMENTS

The following list of Attachments is hereby incorporated into this Agreement as if each was stated in full herein.

Exhibit B, Attachment 1 - Rate Sheet

Agreement, Attachment 2 – Map of Property

Agreement, Attachment 3 – Sample Temporary Construction Easement form, and

Attachment 4 – City Council of the City of Wasco Resolution (No. 2022-3829) authorizing the finalization and execution of the Agreement.

**-END-**

## City of Wasco Labor Rates - FY 23/24

Position	Base Hourly Rate	Maximum Fully Burdened Rate	Fringe Percentage
ADMIN MNGR TRANSIT/CITY HALL	48.46	75.25	155%
ADMINISTRATIVE ASSISTANT I	22.00	44.26	201%
ANIMAL CONTROL OFFICER	23.07	35.68	155%
ANIMAL SHELTER SERVICE WORKER	18.07	23.27	129%
ASSISTANT CITY MANAGER	55.43	86.25	156%
ASSISTANT PLANNER	34.25	53.32	156%
BILL & COLLECTION SP II	28.81	46.02	160%
BILL AND COLLECTION SPEC I	20.95	39.51	189%
BUILDING INSPECTOR I	33.41	58.72	176%
CHIEF OF POLICE	77.58	126.45	163%
CITY MANAGER	89.26	141.62	159%
CITY PROJECT MANAGER	36.95	56.87	154%
CODE COMPLIANCE OFFICER	33.41	55.18	165%
CODE COMPLIANCE OFFICER II	37.78	57.68	153%
COMMUNITY DEVELOPMENT DIRECTOR	63.05	106.74	169%
DEP. PUBLIC WORKS DIRECTOR	50.82	80.96	159%
EXECUTIVE ASSISTANT I	26.77	48.48	181%
FACILITIES MAINT. TECH	21.97	30.10	137%
FINANCE DIRECTOR	60.48	91.80	152%
GREENWASTE LABORER	15.97	21.00	132%
HUMAN RESOURCE ANALYST I	25.53	45.43	178%
HUMAN RESOURCE/RISK MGMT. MNG.	42.78	59.21	138%
IT & MARKETING SPECIALIST	31.88	42.05	132%
MECHANIC I	19.46	37.06	190%
MECHANIC II	26.74	50.84	190%
PAYROLL/AP SPECIALIST	22.56	41.04	182%
POLICE RECORDS ADMINISTRATOR	25.53	34.76	136%
PUBLIC WORKS DIRECTOR	55.43	93.84	169%
SANITATION SUPERINTENDANT	40.74	63.81	157%
SANITATION SUPERVISOR	29.55	49.10	166%
SANITATION WORKER I	26.74	53.08	199%
STAFF ACCOUNTANT	30.34	44.32	146%
STREET MAINT. TECHNICIAN I	24.83	46.94	189%
STREET MAINT. TECHNICIAN II	26.09	50.73	194%
STREET SWEEPER	25.45	49.07	193%
STREETS SUPERVISOR	28.14	46.22	164%
TRANSIT BUS DRIVER	24.22	48.16	199%
UTILITY TECHNICIAN	19.46	26.94	138%
WASTE WATER OPERATOR I	25.48	45.58	179%
WASTE WATER SUPERVISOR	33.45	55.03	164%
WASTEWATER COLLECTION SPEC. I	24.86	45.41	183%

**City of Wasco Labor Rates - FY 23/24**

<b>Position</b>	<b>Base Hourly</b>	<b>Maximum Fully Burdened Rate</b>	<b>Fringe Percentage</b>
WASTEWATER IN TRAINING	23.08	39.38	171%
WATER OPERATOR II	30.25	42.12	139%
WATER OPERATOR IN TRAINING	19.46	24.76	127%
WATER SUPERVISOR	33.45	60.75	182%

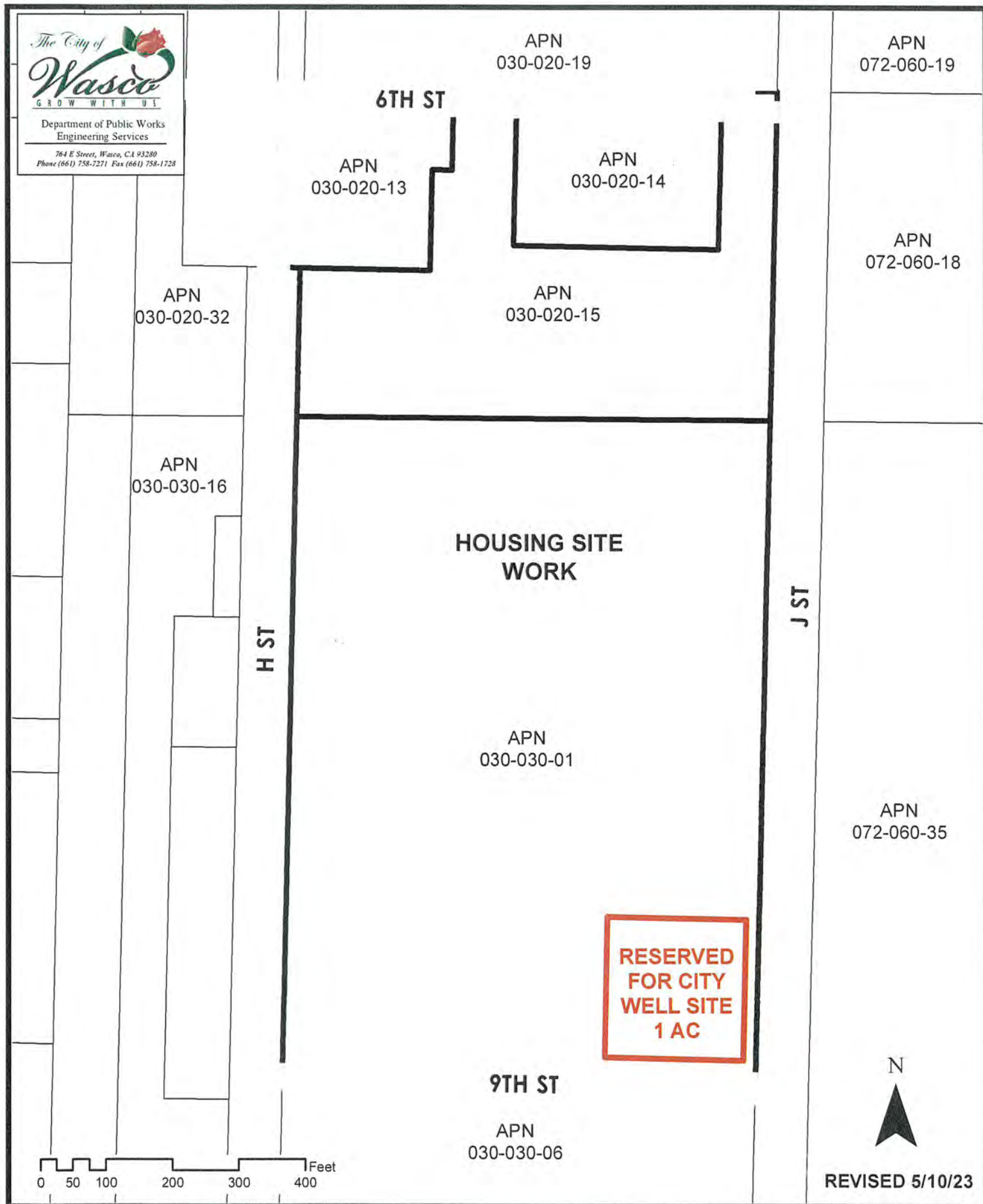
The remainder of this page is intentionally left blank.



# Attachment 2 - Map of Property

City of Wasco/HSR22-74

Page 1 of 1



Recorded At The Request Of:  
California High-Speed Rail Authority

## Attachment 3 - Temporary Construction Easement Template

When Recorded Mail To:  
Director of Real Property  
California High-Speed Rail Authority  
770 L Street, Suite 620 MS-2  
Sacramento, CA 95814

Space above this line for Recorder's use

This document is recorded for the benefit of the California High-Speed Rail Authority and is therefore exempt from the payment of a recording fee pursuant to Government Code section 27383 or filing fee pursuant to Government Code section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code section 11922.

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(s)

## TEMPORARY CONSTRUCTION EASEMENT DEED (CORPORATION)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Click here to enter Corporation Name. ("GRANTOR") a corporation organized and existing under and by virtue of the State of Click here to enter State of Incorporation. hereby grants to the State of California, acting by and through the California High-Speed Rail Authority, ("GRANTEE") an easement for temporary construction and incidents thereto upon, over and across that certain portion of real property in the City of Click here to enter City., County of Click here to enter County., State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBIT(S) "A" (add "B" etc. if you have more exhibits)  
ATTACHED HERETO AND MADE A PART HEREOF.

This temporary construction easement shall be for a period not to exceed Click here to enter number of months long form. (Click here to enter months numeric.) months, commencing upon State's execution of this Temporary Construction Easement Deed. This temporary construction easement shall expire and all rights to the above-described property conveyed herein shall cease and terminate no later than Click here to enter number of months long form. (Click here to enter months numeric. ) months from the date State has executed this Temporary Construction Easement Deed. Such rights may also be terminated prior to the expiration of this period by State upon written notice to Grantor.

Reasonable access to GRANTOR'S property across this temporary construction easement shall be maintained by GRANTEE at all times during the term of this easement.

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PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

---

At the expiration of the temporary construction easement, GRANTEE shall restore such property to a condition as near as practicable to the condition that existed immediately prior to GRANTEE'S operations. GRANTEE shall not be required to restore vegetation to the pre-existing condition.

Dated this Click here to enter Day. day of Click here to enter Month., 20Click here to enter Year..

GRANTOR(s)

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

Click here to enter Grantor Name.

Click here to enter Title,

Corporation/Partnership/Trust Name.

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

Click here to enter Grantor Name.

Click here to enter Title,

Corporation/Partnership/Trust Name.

PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)
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**EXHIBIT “A”**

**Legal Description**



PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

**CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 27281**

THIS IS TO CERTIFY, that the State of California, grantee herein, acting by and through the California High-Speed Rail Authority hereby accepts for public purposes the real property, or interest therein, conveyed by the attached instrument and consents to the recordation thereof.

**Accepted:**

STATE OF CALIFORNIA

California High-Speed Rail Authority

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

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

**ACKNOWLEDGMENT**

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

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Attachment 4 - City Council Approval for Reimbursement Agreement

**RESOLUTION NO. 2022 - 3829**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE AND EXECUTE THE AGREEMENTS ATTACHED HERETO AS EXHIBIT "A" BETWEEN THE CITY OF WASCO AND THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

**WHEREAS**, the City wishes to finalize and execute the agreements with the California High-Speed Rail Authority; and

**WHEREAS**, the agreements are attached hereto as Exhibit "A." are titled as follows:

- Cooperation and Resolution Agreement
- Demolition Reimbursement Agreement
- Grade Separation Agreement
- Ownership & Maintenance Agreement
- Right of Way of Transfer Agreement; and

**WHEREAS**, The said agreements shall not be effective unless and until executed by the City Manager upon satisfaction of the City Attorney and the requirements and contingencies identified herein.

**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 Finalize and execute the agreements with The California High-Speed Rail Authority, subject to approval by the City Attorney.

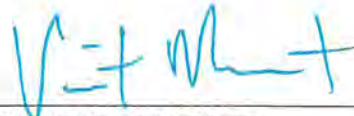
**SECTION 2:** The agreement shall not be effective unless and until executed by the City Manager upon satisfaction of the City Attorney and the requirements and contingencies identified herein.

-o0o-

I **HEREBY CERTIFY** that the foregoing Resolution No. 2022 – 3829 was passed and adopted by the Council of the City of Wasco at a special meeting thereof held on December 28, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:	MARTINEZ, GARCIA, EDINA, REYNA, SALDAÑA
Noes:	NONE
ABSTAIN:	NONE
ABSENT:	NONE



**VINCENT, MARTINEZ**  
MAYOR of the City of Wasco

Attest: 12/29/2022



**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

**DATE:** August 15, 2023

**SUBJECT:** Adopt a Resolution Authorizing The City Manager or Designee to Enter into a Professional Services Agreement with Central California Appraisals and perform an initial appraisal in an amount not to exceed four thousand dollars.

---

### Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing The City Manager or Designee to Enter into a Professional Services Agreement with Central California Appraisals and order an initial appraisal in an amount not to exceed four thousand dollars.
- 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 has previously and successfully contracted with a professional appraisal company named Michael Burger & Associates, dba Valbridge Property Advisor. Mr. Burger has reorganized his company under the name "Central California Appraisals" (CCA). The City wishes to engage this firm to complete an appraisal of land being considered for construction of the City's new Police Department.

CCA has provided a draft Professional Services agreement and quote for this initial work, estimated at a cost of \$3,800.00. The provided agreement will be combined with the

City's standard Professional Services Agreement for review and approval by the City Manager, City Attorney and CCA.

**Fiscal Impact:**

The Adopted FY 2023-2024 Operating Budget for the Police Department combined with the newly created Police Station CIP contain sufficient funding for this activity. No budget action is required with approval of this item.

**Attachments:**

1. Resolution
2. CCA Agreement

RESOLUTION NO. 2023 - \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CENTRAL CALIFORNIA APPRAISALS AND ORDER AN APPRAISAL OF LAND BEING CONSIDERED FOR THE CITY'S NEW POLICE DEPARTMENT**

**WHEREAS**, the City wishes to enter into a Professional Services Agreement with Central California Appraisals for provision of property appraisal services; and

**WHEREAS**, the services to be purchased are described in the agreement attached as Exhibit "A"; and

**WHEREAS**, the City wishes to order an initial appraisal of land being considered for the City's new Police Department, specifically APN 030-081-01 and -02; and

**WHEREAS**, said agreement 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, subject to review and approval by the City Manager and City Attorney; 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 designee to execute an agreement with Central California Appraisals as shown in Exhibit A and subject to review and approval by the City Manager and the City Attorney.

**SECTION 2:** Authorizes the City Manager or designee to order an appraisal of land being considered for the new Wasco Police Department.

-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 August 15, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

\_\_\_\_\_  
**VINCENT MARTINEZ**  
**MAYOR** of the City of Wasco

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





# CENTRAL CALIFORNIA

APPRAISALS

Central California Appraisals  
4915 Calloway Dr. Suite 101  
Bakersfield, CA 93312

Date of Agreement: Friday, August 11, 2023

City of Wasco  
Scott Hurlbert  
746 8th Street  
Wasco, CA 93280  
661 758-7214  
[schurlbert@cityofwasco.org](mailto:schurlbert@cityofwasco.org)

Michael Burger MAI, R/W-AC  
  
661-410-1014  
[mburger@appraisecc.com](mailto:mburger@appraisecc.com)

## PROFESSIONAL SERVICE AGREEMENT ("Agreement")

This Professional Services Agreement (this "Agreement") is made and entered into on August 11, 2023 (the "Effective Date"), by and between Central California Appraisals and City of Wasco (herein referred to as "Client").

**Project Name** Denmark LLC, City of Wasco  
**Property Identification** 730 9th Street & 800 G Street, Wasco, CA 93280 ~ APNs 030-081-01 & 02  
**Property Type** Land  
**Intended User(s)** The appraisal will be prepared for the above-mentioned client. Intended users include the client.

*Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.*

*The client is also hereby informed that if this engagement is directly with the owner of the Property, the Appraisal may not be accepted by many federally insured lenders due to FIRREA Compliance and would likely not be accepted for future financing of said property.*

**Intended Use** The report to be performed under this Agreement ("Appraisal") is intended for Decision-Making/Internal for potential purchase of the subject property.

*Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.*

**Type of Value** As-Is

**Date of Value** Date of inspection

**Report Type** Appraisal Report

**Level of Analysis** Detailed

**Professional Fee** **\$3,800**

**Retainer** No Retainer payment is required to begin the work.

**Expenses** Fees include all associated expenses.

**Payment Terms** Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within five (5) days of the date of Appraiser's invoice.

---

## SCOPE OF WORK

Site Inspection	on-site
Valuation Approaches	<p>Appraiser will provide the Appraisal in accordance with Uniform Standards of Professional Appraisal (USPAP), The Code of Professional Ethics of the Appraisal Institute, Standards of Professional Appraisal Practice of the Appraisal Institute, and State Licensing Laws.</p> <p>Appraiser will research relevant market data, and perform analysis to the extent necessary to produce credible appraisal results. Appraiser anticipates developing one or more of the following valuation approaches:</p> <ul style="list-style-type: none"><li>▶ Cost Approach</li><li>▶ Sales Comparison Approach</li><li>▶ Income Approach</li></ul> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p> <p><i>Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.</i></p>
Delivery	<b>4 weeks (effective from signed/returned engagement contract)</b>
Number of Reports	One (1) Electronic Final Appraisal. Hard copies are available at the request of Client at an additional cost of \$50 per copy.
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within 5 business days from the date of this letter.

---

## PROPERTY DATA REQUEST

**Please forward any additional materials you would consider relevant in the analysis of the subject property. Such items may include, as applicable, an accurate property description, site survey, environmental conditions, title report, or any other sources of information known to exist that may impact the valuation of the property.**

**Property contact name, mailing address, email addresses, and phone numbers to send questionnaires and letters to appraise.**

Our ability to honor the terms of this Agreement will require Client's response within five (5) business days. If you have questions regarding the enclosed, please feel free to contact me. Central California Appraisals appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, Scott Hurlbert, agree to the above stated terms and authorize Central California Appraisals to prepare the above referenced appraisal.

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

Scott Hurlbert

Respectfully,

**CENTRAL CALIFORNIA APPRAISALS**



Michael Burger MAI, R/W-AC

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## TERMS AND CONDITIONS

### CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

### USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

### SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

### TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

### CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

### CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

### GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

### APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

### NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

### NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

### MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted pursuant to

the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in which Appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

#### SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

#### ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

#### SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. Template for Agreement for Professional Valuation Services

#### CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

#### CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

#### EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser. This Agreement includes the following Appendices, which are incorporated into, and made a part of this Agreement:

Appendix A: Extraordinary Assumptions and Hypothetical Conditions contained within the appraisal report

Appendix B: Information Request





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Maria Lara, Assistant City Manager

**DATE:** August 15, 2023

**SUBJECT:** Adopt A Resolution Approving A New Capital Improvement Project (Police Station); Amending the City Of Wasco Adopted Operating Budget And Capital Improvement Program Fiscal Year 2023/2024; the Establishment Of A New Police Station Fund Appropriation of \$5 Million And Corresponding Revenue Budget To Allow For Reimbursement of Eligible Project Expenditures Through Grant Programs; Authorizing the City Manager Or Designee to Procure Services And Execute Contracts Including, But Not Limited To Appraisals, Site Acquisition, Environmental, Architect/Engineering Services And Other Items Related to the New Police Station, Up to the Reimbursable Amount Of \$5,000,000.00.

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### Recommendation:

- A. Staff recommends the City Council receive and file this report and approve a Resolution of the City Council Of the City Of Wasco:
  - a. Approving A New Capital Improvement Project (Police Station);
  - b. Amending the City Of Wasco Adopted Operating Budget And Capital Improvement Program Fiscal Year 2023/2024;
  - c. The Establishment of A New Police Station Fund Appropriation Of \$5 Million And Corresponding Revenue Budget to Allow For Reimbursement Of Eligible Project Expenditures Through Grant Programs;
  - d. Authorizing the City Manager Or Designee to Procure Services And Execute Contracts Including, but not limited to Appraisals, Site Acquisition, Environmental, Architect/Engineering Services And Other Items Related to the New Police Station, Up to the Reimbursable Amount of \$5,000,000.00.
- B. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is, therefore, not subject to review under CEQA.

**Discussion:**

On July 2023, local state legislators (Dr. Jasmeet Bains and Melissa Hurtado) announced that the City of Wasco would receive \$5 million from California's state budget to build a new Police Station. The **Board of State and Community Corrections (BSCC)** is the designated state entity that will administer the funds. BSCC will adopt an allocation methodology in the next few months and then will inform recipients of requirements. The budget requires the funds to be allocated to the City of Wasco Police Department, specifically for the City of Wasco Police Station. The budget language allows BSCC to provide the funds as an advance lump sum payment, and the budget language allows the funds to be used for costs incurred before the allocation is made. **In addition, the funds will be made available for encumbrance through June 30, 2025, and expenditure until June 30, 2027.**

In order to advance the construction of the police station, it is vitally important that the City Manager or designee be granted the authority to execute contracts for site acquisition, pre-development activities, environmental, design, and other activities necessary to prepare/create a shovel ready project for future funding opportunities.

As such, staff is requesting that the Council Adopt a Resolution Authorizing the City Manager or Designee to procure services and execute contracts including, but not limited to, Appraisals, Site Acquisition, Environmental, Architect/Engineering Services, and other items related to the new Police Station, up to the reimbursable amount of \$5,000,000.00.

**Fiscal Impact:**

The funding for these services will be initially provided from the General Fund and subsequently reimbursed back to the General Fund after payment is received. The City will be receiving \$5 million from California's state budget in the Spring of 2024 to build a new Police Station from the Board of State and Community Corrections (BSCC).

The establishment of a New Police Station Fund Appropriation of \$5,000,000.00 and Corresponding Revenue Budget to Allow for Reimbursement of Eligible Project Expenditures Through Grant Programs.

**Attachments:**

1. Resolution

## **RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING A NEW CAPITAL IMPROVEMENT PROJECT (POLICE STATION); AMENDING THE CITY OF WASCO ADOPTED OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FISCAL YEAR 2023/2024; APPROVING THE ESTABLISHMENT OF A NEW POLICE STATION FUND APPROPRIATION OF \$5 MILLION AND CORRESPONDING REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT EXPENDITURES THROUGH GRANT PROGRAMS; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO PROCURE SERVICES AND EXECUTE CONTRACTS INCLUDING, BUT NOT LIMITED TO APPRAISALS, SITE ACQUISITION, ENVIRONMENTAL, ARCHITECT/ENGINEERING SERVICES AND OTHER ITEMS RELATED TO THE NEW POLICE STATION, UP TO THE REIMBURSABLE AMOUNT OF \$5,000,000.00.**

**WHEREAS**, On July 2023, local state legislators (Dr. Jasmeet Bains and Melissa Hurtado) announced that the City of Wasco's coffers would get \$5 million from California's state budget to build a new Police Station. The Board of State and Community Corrections (BSCC) is the designated state entity that will administer the funds; and,

**WHEREAS**, the City wishes to comply with the timeline set forth by local state legislators and the Board of State and Community Corrections (BSCC) to construct the new Police Station by June 30, 2027, and,

**WHEREAS**, the City will need to procure Land, Consultants, and Contractors to complete this Project in accordance with the City's procurement policies; and,

**WHEREAS**, the funding amount reimbursable in relation to this project is \$5,000,000.00; and,

**WHEREAS**, the funding for these services will be initially provided from the General Fund and subsequently reimbursed back to the General Fund after payment is received.

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

**SECTION 1:** Authorizes a new capital improvement project (Police Station); and amending the City of Wasco Adopted Operating Budget and Capital Improvement Program Fiscal Year 2023/2024.

**SECTION 2:** Authorizes the establishment of a New Police Station Fund Appropriation of \$5,000,000.00 and Corresponding Revenue Budget to allow for Reimbursement of eligible Project Expenditures Through Grant Programs.

**SECTION 3:** Authorizes the City Manager or Designee to procure services and execute contracts including, but not limited to, Appraisals, Site Acquisition, Environmental, Architect/Engineering Services, and Other Items Related to The New Police Station, up to the reimbursable amount of \$5,000,000.00.

**SECTION 4:** Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(4); 15269(b)(c).

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**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 August 15, 2023, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

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**Vincent Martinez**  
**MAYOR** of the City of Wasco

**Attest:**

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