



## AGENDA

### Special City Council Meeting,

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

**Tuesday, December 5, 2023 – 6:00 p.m.**

**Council Chambers**

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

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

**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 24 hours prior to a Special 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:** This is a special meeting, and only comments or statements concerning the Agenda items listed below are allowed (GC54954.3a). Public comments may be made in person or via email to [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) no later than 4:00 p.m. December 5, 2023.

Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the 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 but 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**

**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). **Sujeto a disponibilidad.**

**SPECIAL MEETING – 6:00 p.m.**

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

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

**3) SPECIAL PRESENTATION:**

- a. Discussion and possible minute action regarding potential rejection and approval of bids for Wasco Farm Labor Camp Demolition and Cleanup Project 750 H Street Wasco, CA and Adopt a Resolution Authorizing the City Manager or Designee to Award, Finalize and Enter into an Agreement with the Lowest, Fully Responsive Bidder 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)

**4) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on December 4, 2023, on/or before 6:00 p.m. The agenda is also available on the City website at [www.cityofwasco.org](http://www.cityofwasco.org).



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Maria O. Martinez, City Clerk



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** December 5, 2023

**SUBJECT:** Discussion and possible minute action regarding potential rejection and approval of bids for Wasco Farm Labor Camp Demolition and Cleanup Project 750 H Street Wasco, CA and Adopt a Resolution Authorizing the City Manager or Designee to Award, Finalize and Enter into an Agreement with the Lowest, Fully Responsive Bidder 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..

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### Background:

The City entered into an agreement with the High Speed Rail in June of 2023 which allowed for reimbursement for the City to move forward with the demolition of the old Farm Labor Camp located at 750 H Street. Issues with crime, homelessness, fires, theft etc. have plagued this area for the past few years as it has sat uninhabited.

The first step in the process of clearing the site is the abatement which is ongoing at the moment. The next step is the demolition and cleanup of the Labor Camp.

A request for bids to perform Wasco Farm Labor Camp Demolition and Cleanup was released on October 22, 2023. On November 1, 2023 a non-mandatory job-walk was held at the site. Six of the Seven companies ultimately bidding on the project attended the job-walk. An addendum to the Bid Document was released on November 9, 2023.

On November 14<sup>th</sup>, 2023, at 2 PM, seven bids were received and publically opened and read. Below are the bids from lowest to the highest:

Contractor	Bid Amount
Balandra Demolition	\$747,000
Resource Environmental	\$1,248,000
Amerivet Contracting	\$1,426,038
Kroker Inc.	\$1,727,201
CVE Demolition Inc.	\$1,987,000
Integrated Demolition and Remediation Inc.	\$2,375,000

**Discussion:**

After reviewing the received bids, Staff had particular questions regarding the apparent low bid of \$747,000, just 60% of the next lowest bid of \$1,248,000 and less than 40% of the average of all bids. This concerns staff as we don't know if Balandra is capable of completing this demolition within the given 60 days, a critical component of the project requirements. They were not present at the job walk, which was not mandatory, but would have given them vital information on what the city needs to be accomplished by this project.

Staff conducted a conference call with a representative of Balandra to make sure they were confident with their bid amount, and they indicated they were. During that call, Balandra indicated they would be subcontracting out the hauling to a local truck company. This was contrary to statements by Balandra that they own and operate all of their equipment and would not use sub-contractors. Included in the bid package is a list of required documents, one of which is the Form 12-B, used to list all project sub-contractors, if any. Balandra failed to submit Form 12-B initially, which is what prompted questions about sub-contractors during the conference call.

To further resolve the Staff's questions of Balandra's qualifications and ability to complete the project as bid, an additional request was made via email for three work references that closely compare to this labor camp demolition. Unfortunately, Balandra was unable to submit the requested references via email, but City Staff accepted the names and numbers of three references verbally over the phone. Each reference was contacted by Staff. All three confirmed working with Balandra as a sub-contractor (not as a Prime contractor as this project calls for) on various projects. The references were also asked about the size and value of the projects. All of the noted projects were substantially smaller than the labor camp demolition and at far lower project costs.

Given the multiple issues and subsequent protests received from other bidders, the City Attorney issued a letter to Balandra indicating intent to reject their bid unless the issues could be addressed and resolved by noon, December 4, 2023. Balandra responded to the City's letter on Saturday, December 2, at 5:44 pm. In that response, they disputed staff's concerns and provided an additional reference for work on a large project in 2001. Staff contracted the reference (Hunt Building Corporation) and spoke with Mr. Scott Belknap, listed as the General Superintendent for the job. Mr. Belknap confirmed the project but did not recall Balandra Demolition or Alfredo Balandra (owner) nor the scope of work provided by Balandra. Additionally, the City had requested submittal of the Form 12-B in the letter, but it was not provided by Balandra in the response.

Moving forward, The City proposes rejection of Balandra Demolition's bid and consideration of the next lowest bid from Resource der, which is Resource Environmental, Inc. Resource has been asked to provide documentation showing that they meet the Small Business/DVE or DVBE certifications, which is a requirement of the RFP. If Resource is unable to provide the requested certifications by noon on Tuesday, December 5, 2023, their bid would also be deemed unresponsive and rejected. Because this deadline occurs after the posting of this agenda, a third scenario could present itself. In case the

Resource bid is rejected, the City would propose acceptance of the next bid from Amerivet, whose \$1,426,038 bid appears to be fully responsive.

### Recommendation:

Staff recommends the City Council Authorize:

- 1) Rejecting the bid submitted by Balandra Demolition for the reasons outlined in this report.
- 2) Adopt a Resolution Authorizing The City Manager or designee to Endorse and enter into an Agreement with \_\_\_\_\_ for the Labor Camp Demolition and Cleanup Project in the amount of \$\_\_\_\_\_ and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$150,000
- 3) Find that this Project is classified as categorically exempt pursuant to CEQA Section 21080 (b)(4); 15269(b)(c).

### Environmental Review:

Staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 21080 (b)(4); 15269(b)(c), as it is characterized as emergency project due to the nature of the project site.

### Fiscal Impact:

The City has allotted funds for this Project under Project No. 21003. In total, The budget shows \$9,360,432 coming from the General Fund. The agreement with the High-Speed Rail Authority has authorized us to be reimbursed for \$9,000,000 related to the abatement and demolition of this site. After the abatement contract is paid out, \$2,597,000 (not including the material testing) that would leave \$6,763,432 (budgeted) with \$6,403,000 (reimbursable) for the demolition & site clearing phase.

#### Project Costs by Phase

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction	9,360,432						9,360,432
Construction Management							-
Equipment Acquisition							-
Total	9,360,432	-	-	-	-	-	9,360,432

#### Project Funding Sources

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

**Project Effect on the Operating Budget:** Eliminates maintenance and repair costs associated with buildings.

**Attachments:**

1. Exhibit – Bids
2. Resolution
3. Draft Agreement

## BID SCHEDULE

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Mobilization	LS	1	50,000	50,000
2	Building Demolition	LS	1	200,000	200,000
3	Concrete & Asphalt Demolition	LS	1	125,000	125,000
4	Shrub & Tree Demolition	LS	1	15,000	15,000
5	Misc. Site Clearing & Grubbing	LS	1	10,000	10,000
6	Hauling & Disposal	LS	1	315,000	315,000
7	SWPPP Development & Implementation	LS	1	10,000	10,000
8	Final Cleanup & Rough Grading	LS	1	22,000	22,000

**TOTAL BID AMOUNT: 747,000**

Acknowledgment of Addenda

Addendum No.      Initial

1

am

Alfredo Balandra - Owner

Printed Name / Title



Signature

Balandra Demolition

Company

781942 / April 30, 2024

Contractor's License Number / Expiration Date

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

## BID SCHEDULE

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Mobilization	LS	1	100.000	100.000
2	Building Demolition	LS	1	561.000	561.000
3	Concrete & Asphalt Demolition	LS	1	112.000	112.000
4	Shrub & Tree Demolition	LS	1	30.000	30.000
5	Misc. Site Clearing & Grubbing	LS	1	20.000	20.000
6	Hauling & Disposal	LS	1	375.000	375.000
7	SWPPP Development & Implementation	LS	1	18.000	18.000
8	Final Cleanup & Rough Grading	LS	1	32.000	32.000

TOTAL BID AMOUNT: \$ 1,248,000

Acknowledgment of Addenda

Addendum No. Initial

1 OS

Cynthia Skiff, President/CFO & Richard Miller, CEO/COO/Secretary

Printed Name / Title

Signature

Resource Environmental, Inc.

Company

864417 - Expires 09/30/2023 2025

Contractor's License Number / Expiration Date

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

## **BID SCHEDULE**

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Mobilization	LS	1	\$71,225.00	\$71,225.00
2	Building Demolition	LS	1	\$364,638.00	\$364,638.00
3	Concrete & Asphalt Demolition	LS	1	\$358,005.00	\$358,005.00
4	Shrub & Tree Demolition	LS	1	\$121,600.00	\$121,600.00
5	Misc. Site Clearing & Grubbing	LS	1	\$52,526.00	\$52,526.00
6	Hauling & Disposal	LS	1	\$368,572.00	\$368,572.00
7	SWPPP Development & Implementation	LS	1	\$43,440.00	\$43,440.00
8	Final Cleanup & Rough Grading	LS	1	\$46,032.00	\$46,032.00

**TOTAL BID AMOUNT:     \$1,426,038.00**

Acknowledgment of Addenda

Addendum No.

1

Initial



Drew Simpson/President and Secretary

Printed Name / Title

Signature

Amerivet Contracting

Company

1059200

10/31/24

Contractor's License Number / Expiration Date

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

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO AWARD, FINALIZE, AND ENTER INTO AN AGREEMENT WITH THE LOWEST FULLY RESPONSIVE BIDDER FOR THE LABOR CAMP DEMOLITION AND CLEANUP PROJECT**

**WHEREAS**, the City of Wasco entered into an agreement with the High-Speed Rail in June of 2023

**WHEREAS**, said Agreement will allow the city to obtain reimbursement for the Labor Camp Demolition and Cleanup Project cost: and

**WHEREAS**, The City of Wasco requested formal bids for the Labor Camp Demolition and Cleanup Project; and

**WHEREAS**, On November 14, 2023, the City received seven (7) bids and publically opened formal bids at 2 pm and

**WHEREAS**, the City Council Authorizes the City Manager to Finalize and Enter into an agreement with the Lowest, Fully Responsive Bidder

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

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

**WHEREAS**, the Awarded Contractor will agree to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of November 14, 2023.

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

**SECTION 1:** Authorize the City Manager or Designee to Award, Finalize, and Enter into an agreement with the lowest fully responsive bidder.

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023. -      was adopted by the Council of the City of Wasco at a Special meeting thereof held on December 5, 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

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_, 20\_\_\_, by and between the CITY OF WASCO, hereinafter "Contractor", and \_\_\_\_\_, hereinafter "Subcontractor,"

### **WITNESSETH:**

**WHEREAS**, Contractor entered into a Standard Agreement with the California High Speed Rail Authority (the "Authority") (Agreement No. HSR 22-74) to perform the services described in Exhibit "A" attached hereto and by this reference made a part hereof; and

**WHEREAS**, Contractor wishes to hire Subcontractor to perform those services described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions hereinafter described and Subcontractor is agreeable thereto.

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

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

2. Contractor hereby contracts with Subcontractor to perform the Services pursuant to the terms and conditions of this Agreement and Subcontractor is agreeable thereto. Attached as Exhibit "D" are additional terms and conditions to this Agreement and are incorporated herein by this reference.

3. Subcontractor agrees to complete the Services for a total price of not to exceed \$\_\_\_\_\_ based on Subcontractors rates described in Exhibit "C" and by this reference made a part hereof which shall represent the full and complete compensation due and owing Subcontractor. Subcontractor shall be paid upon completion of the Services to the reasonable satisfaction of Contractor. Prior to payment of Subcontractor, Subcontractor shall first provide Contractor with a written invoice setting forth the Services performed, the hours expended, the employees performing the Services 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, the invoice shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Thereafter, upon approval by the City Council, the invoice shall be paid in the amounts approved by the City Council within a reasonable time

thereafter.

4. Subcontractor shall complete the Services within 60 working days from the date noted on the notice to proceed. In the performance of Subcontractor's duties hereunder, Subcontractor shall provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Subcontractor's sole cost and expense. Information, data, plans and specifications, and all other Service documents drafted or created by Subcontractor or on behalf of Subcontractor shall belong to Contractor and Subcontractor hereby assigns all of its copyright interests therein to Contractor, irrevocably and forever and agrees that Contractor shall be the owner of all such copyrights.

5. Subcontractor, at Subcontractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a Comprehensive General Public Liability Insurance Policy from a company approved by Contractor for protection against liability to the public arising as an incident of Subcontractor's performance hereunder in amounts not less than \$1 million per occurrence (the "Policy"), with a waiver of subrogation and be primary insurance naming the Authority, the Contractor, their officers, councilpersons, employees, subcontractors, and representatives as additional insureds and affording Contractor at least 10 days notice prior to cancellation or reduction of coverage, and (iii) Vehicle Liability Insurance in amounts not less than those set forth in Subparagraph (ii) of this Article 5. In the event the Policy shall lapse or be canceled, Contractor may, at Contractor's sole discretion, terminate this Agreement without further notice to Subcontractor. Subcontractor shall provide Contractor with a Certificate of Insurance verifying Subcontractor's compliance with the foregoing. This Agreement shall not be effective until Contractor has received and approved same.

6. Subcontractor shall pay, and shall require Subcontractors to pay, employees a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to the Services. In accordance with Section 1775 of the California Labor Code, Subcontractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Subcontractor and all Subcontractors shall pay to workmen employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at Contractor's principal office and are available for examination by any interested party on request, during normal business hours. Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work

classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Subcontractor hereunder.

7. Subcontractor hereby indemnifies, agrees to defend, and holds harmless the Authority, the Contractor, and their officers, councilpersons, employees, subcontractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Subcontractor or Subcontractor's employees, subcontractors, agents, or representatives.

8. In addition to any other methods of termination described in this Agreement, Contractor may terminate this Agreement at any time upon determination that Subcontractor 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, Contractor shall so notify Subcontractor in writing and this Agreement shall be immediately terminated thereafter. In addition to the foregoing, Contractor may terminate this Agreement upon ten (10) days written notice to Subcontractor at Contractor's sole and absolute discretion. In the event of any termination, Subcontractor shall be entitled to payment for Subcontractor's performance of its obligations hereunder to the date of termination subject to Contractor's approval and acceptance of Subcontractor's performance.

9. In the performance of its obligations hereunder, Subcontractor acknowledges that Subcontractor and Subcontractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by Contractor, or in the manner in which Subcontractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Subcontractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges Contractor, its officers, councilpersons, employees, subcontractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Subcontractor or Subcontractor's employees, subcontractors, agents, or representatives including, but not limited to, any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractor's officers, councilpersons, employees, subcontractors, agents, or representatives. Subcontractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which

states as follows:

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

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

10. Subcontractor shall not assign any portion of this Agreement to any other person or entity.

11. 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 and the Agreement shall continue in full force and effect as if the invalid portion had not been included therein.

12. 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, (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: Contractor – Contractor Manager, 746 8th Street, Wasco, California 93280, Fax - (661) 758-7214, Email: [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) and Subcontractor– \_\_\_\_\_, President, \_\_\_\_\_ Fax - (\_\_\_\_)\_\_\_\_-\_\_\_\_, Email – \_\_\_\_\_ 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.

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

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

parties.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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, Subcontractor shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual.

21. Subcontractor is an independent contractor under this Agreement and is not an agent or employee of Contractor. As such, Subcontractor is not entitled to participate in any plans, arrangements, or distributions that Contractor may now or hereafter have, including, without limitation, retirement plans, health care or similar benefits for regular employees.

22. Subcontractor shall provide performance and payment bonds prior to commencement of performance of its Services as follows and to the satisfaction of Contractor:

\$ \_\_\_\_\_ for assuring performance of its services ("the performance bond"); and  
\$ \_\_\_\_\_ for payment of all labor and materials ("the payment bond").

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

\_\_\_\_\_  
\_\_\_\_\_, Mayor, Contractor  
of Wasco, California

\_\_\_\_\_  
\_\_\_\_\_, Subcontractor

## EXHIBIT “A” [Description of Services]

EXHIBIT A  
City of Wasco/HSR22-74  
Page 2 of 6

### 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 9<sup>th</sup> 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.

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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.

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## **Exhibit “B”**

### **III. SCOPE OF WORK**

This project scope is clarified below:

The Contractor shall be responsible for furnishing all materials, equipment, supplies and labor relating to the following activities:

- “Project Limits” shall include area within the following Parameters:
  - North: Area South of Northern-most sidewalk along 6<sup>th</sup> Street between H Street and J Street
  - East: Area West of Back of Sidewalk along J Street between 6<sup>th</sup> Street & 9<sup>th</sup> Street.
  - South: Area North of Southern-most sidewalk along 9<sup>th</sup> Street between H Street and J Street.
  - West: Area East of Western-most sidewalk along H Street between 6<sup>th</sup> Street & 9<sup>th</sup> Street.
    - At Drive Approaches, the project limits will end where the asphalt meets the concrete vee gutter.
  - Any perimeter area where sidewalk does not exist, the project limit shall be at the back of curb abutting any of the following roadways: 6<sup>th</sup> Street, J Street, 9<sup>th</sup> Street, H Street.
  - ALL PLANTER AREAS ISOLATED BETWEEN SIDEWALKS AND CURB AND GUTTER AREA WITHIN THE BOUNDARIES OF 6<sup>TH</sup> STREET, J STREET, 9<sup>TH</sup> STREET AND H STREET SHALL BE GRUBBED AND CLEARED OF ALL DEBRIS.
- Demolition & removal of all structures, asphalt, concrete, trees, footings/foundations, bushes, fencing, street lights, and misc. debris located within the project limits.
- Trucking/disposal will be the responsibility of the Contractor.
  - Haulers shall either utilize HWY 43, HWY 46 or Kimberlina Ave. for their designated hauling routes around the core of the City to not disturb local traffic.
- After demolition & hauling, prior to project completion the entire site shall be grubbed to a depth of 6” to remove any organic and non-organic material within the top 6” of soil larger than 2”.
- Site shall be rough graded congruent to adjacent areas (after grubbing).
- Site shall be watered for dust control as necessary.
- Permitting from the SJAPCD is the responsibility of the Contractor. (Permitting fees, if any, will be reimbursed by the City)
- Contractor will be required to submit a Storm Water Pollution Prevention Plan (SWPPP) prior to beginning work on the site.
- Work area conditions and management as required per applicable laws, regulations & approved SWPPP.
- Working days will be determined after advertisement and released to bidders via addenda.

All Firms shall complete the attached cost estimate. The cost estimate shall include all labor and materials required to complete the Project.

The contractor is required to provide appropriate tools, equipment, materials, and personnel to successfully complete the Project.

## **Exhibit “C”**

### **Bid Schedule**

## EXHIBIT “D”

### [Additional Terms and Conditions]

#### 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.

#### 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.