AGENDA
Regular City Council Meeting
and Successor Agency to the Former Redevelopment Agency
Tuesday, October 20, 2020, 6:00 p.m.
Via Zoom Webinar
www.cityofwasco.org

IMPORTANT NOTICE REGARDING OCTOBER 20, 2020 COUNCIL MEETING

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Executive Order N-29-20, Issued by Governor Gavin Newsom on March 17, 2020, and, to the extent applicable, Government Code Section 54953(b) in-person participation by the public will not be permitted. No physical location from which the public may observe the meeting will be available. Remote public participation is allowed in the following ways via Zoom Webinar; please see the instruction below:

Listen to the meeting live via zoom

Member of the public may participate in the meeting by joining the Zoom Webinar via PC, Mac, iPad, iPhone, or Android device using the URL:

https://us02web.zoom.us/j/85819623472

Listen to the meeting live via telephone

The public may participate via phone only (without a computer/ smart device) by dialing the below numbers:

Dial Number: 1-669-900-9128

Meeting ID: 858 1962 3472

ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING. THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK AT APPROPRIATE TIME. PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING. SPEAKERS ARE LIMITED TO TWO (2) MINUTES.

Verbal Participation using Zoom

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments.

Verbal Participation over the phone

Please dial ***9** to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments. Please be advised you will be called on by the phone number you are calling from

Submitting written comments:
You can also submit your comments via email to **cityclerk@cityofwasco.org**; such email comments must be identified by adding the Agenda Item Number in the email's subject line. 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 agenda item is heard 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.

American Disability Act Accommodations:
Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and its materials. Individuals who need special assistance or a disability–related modification or accommodation to participate in this meeting or who have a disability and wish to request an alternative format for the meeting materials should contact the City Clerk at **cityclerk@cityofwasco.org** or call 661-758-7203. Every attempt will be made to swiftly address each request. *(28 CFR 35.102–35.104 ADA Title II)*

REGULAR MEETING – 6:00 p.m.

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

2) **FLAG SALUTE:** Mayor Cortez

3) **INVOCATION:**

4) **ROLL CALL:** Mayor Cortez, Pro Tem Espitia, Council Members: Garcia, Pallares, Reyna

5) **PRESENTATIONS: None**

6) **PUBLIC COMMENTS: (PLEASE REFER TO THE INSTRUCTION PAGE FOR MORE INFORMATION)**
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 has jurisdiction. Speakers are limited to two (2) minutes. Please state your name for the record before making your presentation.

The City Council is very interested in your comments; however, no action may be taken at this meeting due to Brown Act requirements. Should your comments require further consideration by the City Council or the Successor Agency, the item will be agendized for a report and discussed at a future City Council meeting.

7) **SUCCESSOR AGENCY BUSINESS: None**

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

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

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

a. Receive and file department payments totaling $ 286,982.11

b. Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement with Plumbers Depot Inc. to Purchase One 2021 MC1510-3S3X Combination Jet/Vacuum Truck in the Amount of $427,565.31.

c. Accept Bids and Award Brandley and Sons, Inc for the Groundwater Monitoring Wells Project and Adopt a Resolution Authorizing the City Manager to Sign and Execute the Agreement in the amount of $78,588.00 and to Make Necessary Budget Adjustments to Cover Project Costs in an Amount not to Exceed a Total Project Cost of $90,000.

d. Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement With TLC Animal Removal Services For Animal Disposal Services in an Amount not to Exceed $1,800 per Year.

e. Accept Bids and Award Cen-Cal Construction for the Drainage Improvements of the Birch Avenue Alley and Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement in the amount of $70,000.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of $5,000.

f. Adopt a Resolution Authorizing the City Manager to Sign and Execute an On-Call Services Agreement with Innovative Engineering Systems, Inc. for Engineering Services Related to the City's Water and Wastewater SCADA Systems.

g. Adopt a Resolution Authorizing the City Manager to Approve Task Order #1 for Innovative Engineering Systems, Inc to complete the design and engineering for new Programmable Logic Controllers panels with Ethernet Radios at Three Lift Stations in an Amount Not to Exceed $63,930.

10) PUBLIC HEARINGS:

a. Introduce and Waive the First Reading of an Ordinance of the City of Wasco Amending Title 15 of the "Buildings and Construction" of the City of Wasco Municipal Code, adding chapter 15.40" Urban Storm Water Quality Management and Discharge Control." (Bishop)

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

a. Adopt a Resolution Authorizing Past Due Utility Billing Account Collection Loss Write-Off in the amount of $76,466.16 (Perez-Hernandez)

b. Adopt a Resolution Authorizing Past Due General Billing Account Collection Loss Write-Off in the amount of $3,161.99 (Perez-Hernandez)

c. Approve a Resolution Authorizing Past Due Business License Account Collection Loss Write-Off in the amount of $41,957.60 (Perez-Hernandez)

d. Adopt a Resolution Authorizing the City Manager to Make Monetary and Administrative Budget Amendments to the Adopted FY 2020-2021 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2020-2021. (Perez-Hernandez)

13) REPORTS FROM COMMISSION AND COMMITTEES

a. Kern Economic Development Corporation (Cortez)

b. Kern Council of Government (Reyna)

14) REPORTS FROM SHERIFF

15) REPORTS FROM CITY MANAGER

16) REPORTS FROM CITY COUNCIL

17) CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL- EXISTING LIGATION
(Paragraph(1) of subdivision (d) of Section 54956.9)
Name of case Robert Ruiz v. City of Wasco
Case number: BCV-19-101120

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9: (2 potential cases)

c. Approval of Closed Session Minute for October 6, 2020.

d. Public Employee Performance Evaluation – City Manager per Government Code Section54957.

18) CLOSED SESSION ACTION

19) ADJOURNMENT

This is to certify that this agenda was posted at Wasco City Hall on October 15, 2020. The agenda is also available on the City website at www.cityofwasco.org

2020-10-17
T09:52:35-07:00

Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review in the city website ***www.cityofwasco.org*** *and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280 during regular business hours, 7:30 a.m. – 5:00 p.m. Monday through Thursday and 8–5 p.m. 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.

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Bill Pay List

Council Meeting: 10/20/2020

Warrant No	Amount
A090420	$11,446.27
A100120	$2,090.65
G071120	$1,690.73
G080920	$25,000.00
G090720	$42,902.60
G100120	$32,956.46
MB091120	$301.02
G071220	$99.00
G081020	$3.07
G090820	$20,735.79
G100220	$143,167.17
WF093020	$6,589.35
Total	**$286,982.11**

Verified by City Manager

Verified by Finance Director

Vendor	Org	Object	Project	Invoice	PO	Date	Doc	Check	Description	Amount
ADMINISTRATIVE SOLUTIONS-FRESNO-2208 TOTAL				09/30/20	587	09/30/2020	67895	4974	MEDICAL CHECK RUN 09/30/20	11,446.27
TOTAL FOR WARRANT A090420										**11,446.27**
ADMINISTRATIVE SOLUTIONS-FRESNO-2208 TOTAL				10/06/20	651	10/06/2020	67977	4976	MEDICAL CHECK RUN 10/06/20	2,090.65
TOTAL FOR WARRANT A100120										**2,090.65**
MUNOZ, TIMOIEO-5111 TOTAL				3966	565	07/23/2020	67871	19869	DISPOSAL #12: PACKER REPAIR	1,690.73
TOTAL FOR WARRANT G071120										**1,690.73**
BAKERSFIELD WELL & PUMP CO.-2504 TOTAL				JOB#20414	647	08/31/2020	67968	19870	WELL #14 ENGINE RENTAL WELL #14	25,000.00
TOTAL FOR WARRANT G080920										**25,000.00**
ACCOUNTEMPS-268 TOTAL				REB26366113	572	09/21/2020	67887	19871	TEMP M.SOLORIO WE 09/18/20	1,079.57
BANK UP CORPORATION-4259 TOTAL				4255	577	09/30/2020	67888	19872	LOCKBOX PROCESSING FOR SEPT 20	782.21

BC LABORATORIES, INC.-63 TOTAL	B392094	498	09/16/2020	67872	19873	WTR & WWT SAMPLE TESTING MULTIPLE SERVICES 4 INVOICES	724.00
BHT ENGINEERING, INC-5134 TOTAL	20-0309	566	09/24/2020	67876	19874	PMW 20-01 FINAL INV #20-0309	945.00
BRIGHT HOUSE NETWORK, LLC-68 TOTAL	064162402093020	590	09/30/2020	67908	19875	INTERNET SRVCS 09/28/20-10/27/20	224.55
CENTRAL CALIFORNIA POWER INC-2552 TOTAL	112950	564	09/22/2020	67877	19876	DISPOSAL #18: VGR VALVE CALIBRATION	1,780.74
CITY OF SHAFTER-847 TOTAL	30372 & 30388	593	09/18/2020	67913	19877	FIRE SERVICES SHARE 1/9 COSTS PARTICIPATING CITIES	961.34
CLARK PEST CONTROL-117 TOTAL	26775544	570	09/17/2020	67878	19878	PEST CONTROL 5410 7TH ST FOR ST FOR SEPT 20	49.00
CORE & MAIN LP-4704 TOTAL	N025521	394	09/21/2020	67879	19879	PARTS FOR DEMO LABOR CAMP WATER MAIN DISCONNECT 2 INVOICES	1,755.74
COUNTRY TIRE & WHEEL-4953 TOTAL	2201806	424	09/16/2020	67894	19880	WW #44: 2 NEW FRONT TIRES	277.95
CUMMINS INC-376 TOTAL	Y8-99048	563	09/28/2020	67881	19881	DISPOSAL #22: EGR VALVE	1,724.93
HINDERLITER DELLAMAS & ASSOCIATES-1184 TOTAL	SIN003735	573	09/21/2020	67889	19882	CONTRACT & AUDIT SRVCS-TRANSACTION TAX QTR 1 2020	371.27
HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.-2651	1238	630	09/30/2020	67910	19883	BIOSOLIDS SEPTEMBER LOADS	1,900.80
INNOVATIVE ENGINEERING SYSTEMS, INC-4907 TOTAL	33700	634	09/17/2020	67909	19884	PROJECT:18-05229-003 INV #33700	2,063.88
JEFFRIES BROS., INC-140 TOTAL	76405CT	649	09/30/2020	67967	19885	FUEL FOR SEPT 20	9,536.87
KAISER FOUNDATION HEALTH PLAN INC-4757 TOTAL	08/26/20-09/25/20	653	09/25/2020	67974	19886	MEDICAL CHECK RUN 08/26/20-09/25/20	1,715.32
KERN MASONRY STRUCTURES, INC.-3595 TOTAL	15690	103	09/30/2020	67885	19887	FURNISH & INSTALL ANGELUS STONEWALL	5,106.00
OFFICE DEPOT, INC-33 TOTAL	125874734001	627	09/25/2020	67911	19888	OFFICE SUPPLIES FOR AC PUBLIC WORKS DEPARTMENT	66.57
QUAD KNOPF, INC.-502 TOTAL	105494	591	09/11/2020	67912	19889	WATER PRETREATMENT PROJECT FOR 07/26/20-08/22/20	145.50
QUADIENT FINANCE USA,INC-1844 TOTAL	POSTAGE SEPT 20	575	09/27/2020	67890	19890	POSTAGE FOR SEPT 20	219.99
READYREFRESH BY NESTLE-4027 TOTAL	0010033487406	560	09/29/2020	67882	19891	DRINKING WATER 5409 7TH ST 8/27/20-09/26/20	32.21
SAFETY-KLEEN SYSTEMS, INC-4768 TOTAL	84354772	501	09/28/2020	67891	19892	MATERIAL #GENERAL: PARTS CLEANER SERVICE	162.38
SCHROETER, THOMAS F.-2732 TOTAL	SEPT 20	588	09/28/2020	67892	19893	LEGAL SERVICES FOR SEPT 20	8,769.75
SOUTHWESTERN EQUIPMENT COMPANY-4791 TOTAL	039112	646	09/28/2020	67966	19894	DISPOSAL #18: CONTROL POWER SWITCHES	213.20
STATE WATER RESOURCES CONTROL BOARD-4304 TOTAL	GRADE I-V 2020A.RIOS	589	09/29/2020	67914	19895	ASCENSION RIOS-WWT RENEWAL GRADE I-V FOR 20/21	150.00
THE LAW OFFICES OF YOUNG WOOLDRIGE-4965 TOTAL	69809	654	09/30/2020	67973	19899	LEGAL SERVICES FOR SEPT 20	472.00
UNIVAR USA INC-111 TOTAL	48742318	561	09/18/2020	67883	19896	LIQUID CHLORINE WELL #8 & 10 2 INVOICES	1,117.82
VERIZON WIRELESS SERVICE LLC-4237 TOTAL	9863640760	576	09/25/2020	67893	19897	CELL PHONES & IPAD 08/26/20-09/25/20	446.77
WELLS FARGO FINANCIAL LEASING-4372 TOTAL	5012130748	638	09/29/2020	67915	19898	COPIER LEASE 09/26/20-10/25/20	107.24

TOTAL FOR WARRANT G090720							42,902.60
AIRCO BAKERSFIELD-3102 TOTAL	90317	631	10/05/2020	67916	19900	HVAC UNIT ON PW BREAKROOM REPAIR	300.00
AMAZON CAPITAL SERVICES, INC-4968 TOTAL	1QJG-JMWQ-94HP	639	10/01/2020	67917	19901	CONFERENCE MICROPHONE & EXTENSION CABLE FOR CITY COUNCIL	93.57
BRIDGEPORT TRUCK MANUFACTURING, INC-4493 TOTAL	40303-00	243	10/01/2020	67896	19902	DISPOSAL #24: UP & DOWN HYDRAULIC VALVE	401.85
CANYON HILLS WASCO-5205 TOTAL	CID 16982 DEPOSIT	625	10/01/2020	67957	19903	CID 16982 REFUND CLEAN UP DEPOSIT FIREWORKS 401 N. CENTRAL	100.00
CINTAS CORPORATION NO. 3-4480 TOTAL	4063350397	652	10/02/2020	67976	19904	UNIFORMS 10/02/20	260.65
CITY OF WASCO/PUBLIC TRANSIT-1683 TOTAL	9533	574	10/01/2020	67897	19907	CNG FUEL FOR SEPT 20-SANITATION	4,455.02
CITY OF WASCO-UB PAYMENTS-1875 TOTAL	555310	601	10/01/2020	67926	19905-6	UTILITY SRVCS 08/15/20-9/15/20 764 E ST 26 INVOICES	4,227.29
COUNTRY AUTO & TRUCK, INC.-3008 TOTAL	723305	499	10/07/2020	67959	19908	DISPOSAL #23: PM SERVICE FILTERS	186.54
DELANEY & AHLF DIESEL SERVICE, INC-338 TOTAL	W205505	629	10/01/2020	67944	19909	DISPOSAL #22: EXHAUST BRAKE & CLEAN GASKETS	575.60
FREE WILL BAPTIST CHURCH-5203 TOTAL	CID 16401 DEPOSIT	623	10/01/2020	67953	19910	CID 16401 REFUND CLEAN UP DEPOSIT FIREWORKS 401 N. CENTRAL	100.00
GARDAWORLD-4266 TOTAL	10594329	622	10/01/2020	67945	19911	ARMORED CAR SRVCS FOR OCT 20	451.13
GENERAL OFFICE MACHINE COMPANY-1195 TOTAL	16222	594	10/01/2020	67946	19912	COPIER METER READING 09/09/20-10/01/20	299.46
GRIDIRON SERVICES, INC-5202 TOTAL	1295	644	10/01/2020	67960	19913	GENERAL MONTHLY CLEANING SERVICE FOR SEPT 20	2,672.16
HALL LETTER SHOP, INC-1160 TOTAL	20992	637	10/02/2020	67947	19914	BANNERS ENGLISH AND SPANISH FOR COVID-19	1,424.87
INFOMART, INC.-4345 TOTAL	898693	578	10/02/2020	67898	19915	BACKGROUND CHECK 09/10/20	44.45
JAIME ALMANZA-5201 TOTAL	7356-0354010090		10/06/2020	67886	19916	REFUND CID #7356 0354010090 1009 PISTACHIO ST DEPOSIT - 1WA01M UB REFUND	103.00
KERN COUNTY WASTE MANAGEMENT DEPT.-19 TOTAL	LANDFILL OCT 20	648	10/01/2020	67969	19917	LANDFILL FOR OCT 20	12,956.61
KERN PLUMBING & BACK FLOW SERVICES INC-173 TOTAL	9696	628	10/01/2020	67948	19918	OPERATE THE CROSS CONNECTION CONTROL PROGRAM	1,450.00
LOPEZ, JEREMY REY-5207 TOTAL	100	640	10/04/2020	67949	19919	LOT CLEAN UP & GENERAL MAINTENANCE	425.00
M & S SECURITY SERVICES-4445 TOTAL	56557	579	10/01/2020	67901	19920	ALARM MONITOR- MULTIPLE LOCATIONS FOR OCT 20 8 INVOICES	1,335.00
MMASC-5210 TOTAL	2536	655	10/07/2020	67975	19921	ANNUAL CONFERENCE FOR M.SOBOLEWSKI	175.00

OFFICE DEPOT, INC-33 TOTAL				1279678932001	636	10/01/2020	67950	19922	OFFICE SUPPLIES FOR PLANNING AND FINANCE DEPT	219.68
ORANGE HEART FOUNDATION-5204 TOTAL				CID 16985 REFUND	624	10/01/2020	67956	19923	CID 16985 REFUND CLEAN UP DEPOSIT FIREWORKS 1000 7TH	100.00
RED WING BUSINESS ADVANTAGE ACCOUNT-4739 TOTAL				257-1-6856	500	10/03/2020	67970	19924	FY 20/21 SHON RIOS BOOT ALLOWANCE	200.00
STINSON STATIONERS INC-160 TOTAL				962406-0	571	10/02/2020	67907	19925	TONER FOR PLANNING DEPARTMENT	99.58
WASCO BENGALS YOUTH FOOTBALL-638 TOTAL				CID 4070 REFUND	592	10/01/2020	67955	19926	CID 4070 REFUND CLEAN UP DEP FIREWORKS 1280 POPLAR	100.00
WASCO HIGH SCHOOL (FOOTBALL)-5206 TOTAL				CID 8181 REFUND	626	10/01/2020	67954	19927	CID 8181 REFUND CLEAN UP DEP FIREWORKS 7TH & PALM	100.00
WASCO KNIGHTS OF COLUMBUS-4255 TOTAL				CID 9898 REFUND	621	10/01/2020	67952	19928	CID 9898 REFUND CLEAN UP DEP FIREWORKS 2785 HWY 46	100.00
TOTAL FOR WARRANT G100120										**32,956.46**
CARD SERVICE CENTER-4919 TOTAL										
	01110-CITY	50310-OFFICE SU	-	MM061320-063020		09/30/2020	67117	4975	Office Supplies for City Manager	17.71
	01105-CITY COUNCIL	50210-ELECTIONS	-	MM061320-063020		09/30/2020	67117	4975	Elections documentation	171.35
	01000-GEN FUND BALA	11032-MISCELLAN	-	MM061320-063020		09/30/2020	67117	4975	MARRIOTT REWARDS CHARGES BETHESDA MD-REFUND	(512.50)
	01111-CITY CLERK	50330-DUES/SUBS	-	MM081420-091120		09/11/2020	67971	4975	08/14/20-09/11/20IIMC MEMBERSHIP RENEWAL	210.00
	01111-CITY CLERK	50330-DUES/SUBS	-	MM081420-091120		09/11/2020	67971	4975	08/14/20-09/11/20ANNUAL SUBSCRIPTION	304.83
	01110-CITY MANAGER	50280-COMMUNICA	20217-COVID-19 EMERGENCY RESPONSE	DO081420-091120		09/11/2020	67972	4975	ZOOM MONTHLY CHARGE 08/23/20-09/22/20	99.96
	01110-CITY MANAGER	50280-COMMUNICA	20217-COVID-19 EMERGENCY RESPONSE	DO081420-091120		09/11/2020	67972	4975	ZOOM MONTHLY CHARGE 09/03/20-09/22/20	9.67
TOTAL FOR WARRANT MB091120										**301.02**
INNOVATIVE ENGINEERING SYSTEMS, INC-4907 TOTAL				32800-1	673	07/22/2020	67991	19929	PROJECT#18-05229-002 GENERAL MAINTENANCE #32800-1	99.00
TOTAL FOR WARRANT G071220										**99.00**
THREE WAY CHEVROLET-370 TOTAL				C57057.	420	08/11/2020	67988	19930	WATER#51:REPAIRS INVOICE C50757 PAID AS $109.69 S/B $112.76	3.07
TOTAL FOR WARRANT G081020										**3.07**
CLARK PEST CONTROL-117 TOTAL				26775394	661	09/17/2020	67992	19931	PEST CONTROL 5409 7TH ST & 746 8TH ST FOR ST FOR SEPT 20 2 INVOICES	249.00
ESPARZA'S CONTAINERS INC-5187 TOTAL				4723	274	09/14/2020	67983	19932	2 USED CONTAINERS FOR STORAGE	4,600.00

FASTENAL COMPANY-3221 TOTAL			CABAE14280	401	09/30/2020	67984	19933	DRUM STORAGE UNIT: PART #1095034	7,565.53
LOOP ELECTRIC INC.-1939 TOTAL			6296	671	09/30/2020	67994	19934	JOB#20-166 STREET LIGHT WIRE REPAIR ST. ANDREW CRESENT ST	556.80
SILVER & WRIGHT LLP-4804 TOTAL			26947	685	09/01/2020	68000	19935	NUISANE ABATEMENT FOR AUG 20	556.60
SOUTHWESTERN EQUIPMENT COMPANY-4791 TOTAL			039120	675	09/29/2020	68001	19936	DISPOSAL #18: LIFT GATE CYLINDER	1,378.75
SWAGIT PRODUCTIONS, INC-5178 TOTAL			16188	687	09/30/2020	68002	19937	VIDEO STREAMING SERVICES FOR SEPT 20	1,435.00
THE BAKERSFIELD CALIFORNIAN-206 TOTAL			2732864	690	09/30/2020	68018	19938	ADS:RE:MULTIPLE PUBLICATIONS 09/06/20,09/13/20,09/17/20	4,394.11
TOTAL FOR WARRANT G090820									**20,735.79**
ACCOUNTEMPS-268 TOTAL			56470360	677	10/12/2020	68003	19939	TEMP M. SOLORIO WE 10/02/20 & 10/09/20 2 INVOICES	1,927.56
ADMINISTRATIVE SOLUTIONS-FRESNO-2208 TOTAL			A1003823	656	10/07/2020	67986	19940	ADMIN FEES & HRA ADMINISTRATIVE FOR OCT 20	1,375.00
AMERICAN REFUSE INC-183 TOTAL			80914	665	10/01/2020	67995	19941	MULTIPLE RECYCLING/RECYCLE CART AT 801 8TH ST & 764 E ST OCT- DEC 20 4 INVOICES	206.64
CALLTOWER, INC-5098 TOTAL			200588202	686	10/10/2020	68005	19942	PHONE SERVICES FOR OCT 20	69.37
CINTAS CORPORATION NO. 3-4480 TOTAL			4063967624	693	10/09/2020	68014	19943	UNIFORMS 10/07/20	332.56
KERN COUNTY FIRE DEPT. & OFFICE OF-1264 TOTAL			21-000088	660	10/01/2020	67987	19944	2ND QTR FY 20/21,PER AGREEMENT#501-2017,CITY AGREEMENT NO.2017-24	132,283.50
PG & E COMPANY-85 TOTAL			54155040196 10/06/20	676	10/06/2020	68007	19946	CENTRAL AVE & HWY 46 NW & HWY 46 NW FLASHING BEACON 10/06/20 2 INVOICES	101.35
ROBERT KUHS-4349 TOTAL			23710	657	10/02/2020	67985	19945	LEGAL SERVICES FOR AUG 20	1,620.06
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT-1198 TOTAL			C312014	670	10/01/2020	67999	19947	20/21 PORTABLE EQUIPMENT REGISTRATIONS	129.00
SOUTHERN CALIFORNIA GAS COMPANY-1438 TOTAL			09/01/20-10/01/20	680	10/07/2020	68012	19949	CNG FUEL BILL 09/01/20-10/01/20	1,580.41
THE GAS COMPANY-246 TOTAL			08331820137 SEPT 20	691	10/09/2020	68016	19950	COURTHOUSE-757 F ST & CITY YARD 845 F ST FOR SEPT 20 2 INVOICES	37.01
THE HOME DEPOT PRO-5006 TOTAL			577221518	112	10/07/2020	68006	19951	JANITORIAL SERVICES: CLOROX 360 DISINFECTANT QT:25	2,525.47
THE SHAFTER PRESS/ WASCO TRIBUNE-4787 TOTAL			1857	683	10/01/2020	68008	19948	MULTIPLE PUBLICATIONS 4 INVOICES	858.00
WASCO T-SHIRTS PRINTING-497 TOTAL			7072	679	10/12/2020	68013	19952	EMBROIDERY COW LOGO,US FLAT PATCHE, NAME CODE ENFO	121.24
TOTAL FOR WARRANT G100220									**143,167.17**
WELLS FARGO CREDIT CARD-4426 TOTAL									
	30400-WASTEWATER	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	APWA TRAINING ON 11-3-20 TO 11-6-20	100.00
	31400-WATER	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	APWA TRAINING ON 11-3-20 TO 11-6-20	100.00

	01135-ENGINEERING	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	APWA TRAINING ON 11-3-20 TO 11-6-20	300.00
	01185-STREETS	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	BLACK CABLE TIES	30.00
	01185-STREETS	52042-SMALL TOO	-	WF093020		09/30/2020	67989	4977	SCREW BIT, INSERT BIT AND PIN PUNCH	20.19
	01185-STREETS	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	FOR TRUCK #84	10.16
	01185-STREETS	50390-MATERIALS	20217-COVID-19 EMERGENCY RESPONSE	WF093020		09/30/2020	67989	4977	7TH STREET PARK	57.36
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #25: HOSE CLAMPS	46.83
	01115-FINANCE/ACCOU	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	INTERMEDIATE GOVERNMENT ACCOUNTING FINANCIAL REPORT	150.00
	11200-SHOP MAINTENA	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	MATERIAL #GENERAL: SHOP AIR FITTINGS	58.37
	01110-CITY MANAGER	50390-MATERIALS	20217-COVID-19 EMERGENCY RESPONSE	WF093020		09/30/2020	67989	4977	BANNERS FOR PARK CLOSED COVID-19	219.95
	11200-SHOP	503706-AUTO REPA	-	WF093020		09/30/2020	67989	4977	STREET #93: OIL, AIR FILTERS	22.85
	11200-SHOP	503706-AUTO REPA	-	WF093020		09/30/2020	67989	4977	Credit from 09/24/20	(0.02)
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #19: CHANGE 4 TIRES	80.00
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #23: A/C PAG OIL	25.56
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #19: TIRE GREASE	47.08
	11200-SHOP	50370E-AUTO REPA	-	WF093020		09/30/2020	67989	4977	MATERIAL #GENERAL: HARD CLEANER	14.71
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #15: HYDRAULIC FITTING	24.88
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #25: HYDRAULIC FITTING	19.15
	11200-SHOP	503706-AUTO REPA	-	WF093020		09/30/2020	67989	4977	STREET #108: NEW BATTERY	56.88
	11200-SHOP MAINTENA	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	MATERIAL #GENERAL: BLUETOOTH HEADSET	32.33
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #18: TURBO BOLTS	18.32
	11200-SHOP	503701-AUTO REPA	-	WF093020		09/30/2020	67989	4977	CABIN FILTERS	41.42
	11200-SHOP	50370A-AUTO REPA	-	WF093020		09/30/2020	67989	4977	CABIN FILTERS	41.42
	11200-SHOP	503709-AUTO REPA	-	WF093020		09/30/2020	67989	4977	CABIN FILTERS	41.42
	11200-SHOP	503706-AUTO REPA	-	WF093020		09/30/2020	67989	4977	CABIN FILTERS	41.42
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	CABIN FILTERS	41.42
	11200-SHOP	50370E-AUTO REPA	-	WF093020		09/30/2020	67989	4977	CABIN FILTERS	41.44
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #15: BELT	20.77
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #14 AND 23: 2 FAN MOTORS	208.86
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	SENSOR BOLTS	2.84
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #17: 1 GAL ANTI-FREEZE	19.47
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #18: BRAKE CHAMBER	46.54
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #23: HYDRAULIC HOSE	153.14
	11200-SHOP MAINTENA	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #15: WELDING WORK ON GRIP ARM CRACK	238.15
	11200-SHOP MAINTENA	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #15: HYDRAULIC COMPRESSOR COUPLER	65.95

	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #18: 2 HEAD LIGHTS	21.97
	11200-SHOP MAINTENA	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #22: 2 MORE HYDRAULIC HOSE CLAMP	15.13
	11200-SHOP MAINTENA	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #22: 2 HYDRAULIC HOSE CLAMPS	12.10
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #22: P.T.O SHAFT U-JOINT	33.91
	11200-SHOP	50370E-AUTO REPA	-	WF093020		09/30/2020	67989	4977	MANAGEMENT #M2: OIL, AIR, FILTERS	41.18
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #25: NUTS AND BOLTS	12.60
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #25: CLEVIS	23.32
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #25: CHAIN	15.59
	11200-SHOP	52042-SMALL TOO	-	WF093020		09/30/2020	67989	4977	SMALL TOOLS: SOCKET SET HOLDER	45.01
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #23: WORK LIGHT	60.57
	11200-SHOP MAINTENA	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #18: HYDRAULIC AIR LINES AND FILTER	103.53
	11200-SHOP	50370C-AUTO REPA	-	WF093020		09/30/2020	67989	4977	FACILITY #43: STARTER	189.02
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #24: ELECTRICAL #6	38.97
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #24: HYDRAULIC FITTINGS	39.90
	11200-SHOP	503707-AUTO REPA	-	WF093020		09/30/2020	67989	4977	BUILDING AIR FITTING AND PIPELINES	141.83
	11200-SHOP	50370B-AUTO REPA	-	WF093020		09/30/2020	67989	4977	DISPOSAL #22: HYDRAULIC FITTINGS	38.08
	16200-FACILITIES MA	520805-BLDG REPA	-	WF093020		09/30/2020	67989	4977	AC: PARTS FOR INSTALLING NEW DOOR	3.49
	16200-FACILITIES MA	520805-BLDG REPA	-	WF093020		09/30/2020	67989	4977	AC: KEYS TO NEW DOOR LOCK	5.98
	16200-FACILITIES MA	520806-BLDG REPA	-	WF093020		09/30/2020	67989	4977	WW: BATTERY FOR ALARM SYSTEM	40.04
	16200-FACILITIES MA	520806-BLDG REPA	-	WF093020		09/30/2020	67989	4977	WW: BELT FOR VENTILATION FAN	5.94
	16200-FACILITIES MA	520807-BLDG REPA	-	WF093020		09/30/2020	67989	4977	WATER: LIGHT SWITCH COVER	1.94
	16200-FACILITIES MA	520809-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF093020		09/30/2020	67989	4977	PW: BRACES FOR SOCIAL DISTANCING BARRIES ON TABLES	43.56
	16200-FACILITIES MA	520802-BLDG REPA	-	WF093020		09/30/2020	67989	4977	ANNEX: CELING TITLES FOR ANNEX CEILING	53.61
	16200-FACILITIES MA	52080B-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF093020		09/30/2020	67989	4977	COURTHOUSE: BRACES FOR SOCIAL DISTANCING BARRIES	34.36
	16200-FACILITIES MA	520809-BLDG REPA	20217-COVID-19 EMERGENCY RESPONSE	WF093020		09/30/2020	67989	4977	PW: BRACES FOR SOCIAL DISTANCING BARRIES ON TABLES	33.07
	16200-FACILITIES MA	520802-BLDG REPA	-	WF093020		09/30/2020	67989	4977	EXTERIOR SECURITY LIGHTS	43.29
	16200-FACILITIES MA	520804-BLDG REPA	-	WF093020		09/30/2020	67989	4977	EXTERIOR SECURITY LIGHTS	43.29
	16200-FACILITIES MA	520809-BLDG REPA	-	WF093020		09/30/2020	67989	4977	PW: CHANGE RESTROOM DOOR HARDWARE	24.89
	16200-FACILITIES MA	52080B-BLDG REPA	-	WF093020		09/30/2020	67989	4977	COURTHOUSE FIX DOOR LOCK	140.00
	16200-FACILITIES MA	520804-BLDG REPA	-	WF093020		09/30/2020	67989	4977	PLANNING RETURN BULB	(24.89)

	16200-FACILITIES MA	520804-BLDG REPA	-	WF093020		09/30/2020	67989	4977	PLANNING: REPLACE LIGHT BULBS	36.78
	16200-FACILITIES MA	520804-BLDG REPA	-	WF093020		09/30/2020	67989	4977	BULBS	24.89
	16200-FACILITIES MA	520802-BLDG REPA	-	WF093020		09/30/2020	67989	4977	ANNEX: REPLACE LIGHT BULBS	9.29
	34400-CNG STATION	52042-SMALL TOO	-	WF093020		09/30/2020	67989	4977	CNG STATION: REPLACE LIGHT BULBS	82.82
	16200-FACILITIES MA	520801-BLDG REPA	-	WF093020		09/30/2020	67989	4977	CITY HALL: DRAIN CLEANER	9.73
	11200-SHOP	50370C-AUTO REPA	-	WF093020		09/30/2020	67989	4977	TRUCK #43: TAIL LIGHT	10.81
	16200-FACILITIES MA	520802-BLDG REPA	-	WF093020		09/30/2020	67989	4977	DECALS FOR FLOORS IN OFFICES	34.22
	16200-FACILITIES MA	520804-BLDG REPA	-	WF093020		09/30/2020	67989	4977	DECALS FOR FLOORS IN OFFICES	34.22
	16200-FACILITIES MA	520801-BLDG REPA	-	WF093020		09/30/2020	67989	4977	DECALS FOR FLOORS IN OFFICES	34.23
	16200-FACILITIES MA	520809-BLDG REPA	-	WF093020		09/30/2020	67989	4977	PW: LIGHT BULB ADAPTERS	10.37
	16200-FACILITIES MA	520803-BLDG REPA	-	WF093020		09/30/2020	67989	4977	SHERIFF: MOUSE TRAPS	3.83
	16200-FACILITIES MA	520802-BLDG REPA	-	WF093020		09/30/2020	67989	4977	ANNEX: SIGNS FOR WATER TOWER, NO TRESPASSING	15.72
	16200-FACILITIES MA	520807-BLDG REPA	-	WF093020		09/30/2020	67989	4977	WATER: KEY FOR GATE AT SAL	1.99
	16200-FACILITIES MA	520809-BLDG REPA	-	WF093020		09/30/2020	67989	4977	REPLACE 2 INTERIOR DOORS AND 1 EXTERIOR DOOR	357.07
	16200-FACILITIES MA	520805-BLDG REPA	-	WF093020		09/30/2020	67989	4977	REPLACE 2 INTERIOR DOORS AND 1 EXTERIOR DOOR	342.76
	16200-FACILITIES MA	520806-BLDG REPA	-	WF093020		09/30/2020	67989	4977	NEW DOOR HANDLE PUMP ROOM	87.78
	16200-FACILITIES MA	520809-BLDG REPA	-	WF093020		09/30/2020	67989	4977	WELDING ROD AND SIGN FOR WATER TOWER	4.85
	32400-SANITATION	52042-SMALL TOO	-	WF093020		09/30/2020	67989	4977	TOOLS TO EQUIP CREW AT FARM LABOR PROJECT	36.45
	31400-WATER	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	PARTS FOR SERVICE REPAIR	27.02
	31400-WATER	505306-REPAIR &	-	WF093020		09/30/2020	67989	4977	BATTERIES FOR WELL SOUNDER	11.90
	01181-FORMER LABOR	52040-CAPITAL O	21003-FORMER FARM LABOR HOUSING DEMO	WF093020		09/30/2020	67989	4977	CONCRETE FOR DEMO LABOR CAMP	35.01
	01181-FORMER LABOR	52040-CAPITAL O	21003-FORMER FARM LABOR HOUSING DEMO	WF093020		09/30/2020	67989	4977	2 INCH CAPS FOR DEMO LABOR CAMP	10.33
	31400-WATER	505306-REPAIR &	-	WF093020		09/30/2020	67989	4977	BATTERIES FOR WELL SOUNDER	11.90
	31400-WATER	55020-SAFETY	-	WF093020		09/30/2020	67989	4977	WATER DEPARTMENT SUPPLIES N95 FACE MASKS	81.19
	31400-WATER	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	AWWA INTO TO INSTRUMENTATION SCADA TECHNOLOGY	100.00
	01105-CITY COUNCIL	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	LEAGUE FO CALIFORNIA CITIES 2020 ANNUAL CONFERENCE	50.00
	01160-CODE	50125-BOOT ALLO	-	WF093020		09/30/2020	67989	4977	Boots for Christian Tovar	199.69
	01160-CODE	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	mask and supplies for Christian Tovar	24.44
	01105-CITY COUNCIL	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	LEAGUE FO CALIFORNIA CITIES 2020 ANNUAL CONFERENCE	50.00
	01145-ANIMAL	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	NEEDED O2 FOR TRANQUILIZER GUN	16.74
	01145-ANIMAL	50415-PET FOOD	-	WF093020		09/30/2020	67989	4977	FOOD FOR KITTENS	36.03

	31400-WATER	52030-MISCELLAN	-	WF093020		09/30/2020	67989	4977	City of Wasco Wells Fargo credit card used accidentally in error paid back the City with check #5332	32.01
	31400-WATER	52030-MISCELLAN	-	WF093020		09/30/2020	67989	4977	City of Wasco Wells Fargo credit card used accidentally in error paid back the City with check #5328	37.00
	31400-WATER	52030-MISCELLAN	-	WF093020		09/30/2020	67989	4977	City of Wasco Wells Fargo credit card used accidentally in error paid back the City with check #5328	0.86
	31400-WATER	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	WATER: ADVANCED SCADA TRAINING	80.00
	31400-WATER	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	CREDIT FOR AWWA SUMMIT/WEBINAR ON SEPTEMBER 23-24	(20.00)
	31400-WATER	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	CREDIT FOR AWWA SUMMIT/WEBINAR ON SEPTEMBER 23-24	(20.00)
	30400-	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	REPLACEMENT LIGHT FOR JETTER	108.53
	30400-	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	FIRE HOSE FOR COLLECTONS	184.03
	30400-	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	BATTERIES FOR DO METER	17.58
	30400-WASTEWATER	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	FITTING FOR DIGESTER VALVES AND WATER NOZZLE FOR WASH	76.07
	30400-	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	GASKET MAKER FOR VALVES	29.18
	30400-	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	REPAIR 2 INCH WATER LINE	63.16
	30400-	52115-JANITORIA	-	WF093020		09/30/2020	67989	4977	SPRAY BOTTLES FOR SANITIZERS	38.45
	30400-	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	PAINT FOR HEAD WORKS BLOWER	26.90
	01111-CITY CLERK	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	CCAC ONLINE EDUCATION WORKSHOP AFTER THE ELECTION	50.00
	01110-CITY MANAGER	50230-TRAINING	-	WF093020		09/30/2020	67989	4977	ICMA DIGITAL EVENTS UNITE REGISTATION FOR MARIAN A	199.00
	01110-CITY	50310-OFFICE SU	-	WF093020		09/30/2020	67989	4977	FASTENER FOR CITY MANAGER	5.06
	01130-NON-DEPARTMEN	52220-SPECIAL R	-	WF093020		09/30/2020	67989	4977	RETIREMENT GIFT FOR SALLY LIVINGTON	65.46
	30400-	50390-MATERIALS	-	WF093020		09/30/2020	67989	4977	SPRINKLERS FOR LAWNS	103.86
TOTAL FOR WARRANT WF093020										**6,589.35**
GRAND TOTAL										**286,982.11**

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: October 20, 2020

SUBJECT: Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement with Plumbers Depot Inc. to Purchase One 2021 MC1510-3S3X Combination Jet/Vacuum Truck in the Amount of $427,565.31.

Recommendation:
Staff recommends the adoption of a resolution authorizing the City Manager to sign and execute an agreement with Plumbers Depot Inc. and pay a total of $427,565.31 to purchase one 2021 MC1510-3S3X combination jet/vacuum truck.

Discussion:
The Sewer System Management Plan in accordance with California Water Code Section(s) 13913 et seq.; 13271 et seq.; and 13267(f), and by State Water Resources Control Board General order 2006-0003-DWQ and Executive order WQ-2013-0058 requires that the City clean and video a quarter of the City sewer lines on an annual basis.

The State's mandate is for the City to reduce and mitigate sanitary sewer overflows; ensure adequate capacity for peak flows; prevent public health hazards, and unnecessary damage to public and private property.

The City previously contracted this service to a private vendor at the cost of approximately $156,000 over a 3 year period. The last time the City cleaned and videoed a quarter of the City sewer lines was in 2016. The Vacuum truck will be utilized for sewer system collection maintenance to remove waste, grease, and grit to prevent blockages in the sewer system and reduce (SSO), which can result in permit violations and fines. The Vacuum truck will also be utilized to maintain three City-owned lift stations and perform maintenance around the Treatment facility. The vacuum truck will also be used to ensure proper and routine storm drain maintenance and cleaning occurs in accordance with the City's municipal separate storm sewer system permit administered by the Environmental Protection Agency. The vacuum truck's addition will reduce staff time spent manually cleaning lift stations, the headworks, and the collection system. It will also reduce staff exposure to the biological matter found in sewage, providing a safer environment for Wastewater Treatment Plant Operators.

In accordance with the City's municipal code, the City may utilize joint powers agreements to procure equipment. The City is a member of Sourcewell. Sourcewell is a

national joint power agreement that allows the City to make equipment purchases without further competitive bidding. The City will be obtaining the Vacuum truck using Sourcewell Contract No. 122017-GPV.

City staff obtained quotes from two vendors who have a piggyback option and underwent a demonstration of two units in the process of selecting equipment to meet the City's current and future needs.

FIRM	QUOTE TOTAL
Haaker Equipment company	$439,971.30
Plumbers Depot Inc.	$427,565.31

Plumbers Depot Inc. submitted the lowest quote and best overall package for a combination Vacuum Truck that meets City needs' equipment requirements. Plumbers Depot Inc. quoted the 2021 MC1510-3S3X combination jet/vac truck, which meets the specifications identified by the City at a cost of $427,565.31; therefore, staff recommends the city council authorize the City Manager to sign and execute a purchase agreement with Plumbers Depot Inc.

Any preventative maintenance or repair associated with the vehicle's Gap Vax unit will be performed onsite by a Plumber's Depot representative if our internal mechanics are unable to handle maintenance. Should the chassis need maintenance or repair, our mechanics will be able to repair unless the issue is complex. Should the issue be complex, the unit can go to a Peterbilt location in Bakersfield.

The unit is anticipated to be delivered by October 31, 2021. The City Council allocated $450,000 to proceed with the vacuum truck's purchase in the 2020-21 Fiscal Year Budget.

Fiscal Impact:
$427,565.31 to be paid out of the $450,000 monies budgeted in the Wastewater Enterprise Fund Capital Improvement Plan.

Attachment:
1. Resolution
2. Agreement
3. Manufacture estimate

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO PURCHASE A COMBINATION JET/VAC (2021 MC1510-3S3X) FROM PLUMBERS DEPOT, INC.

WHEREAS, the City has determined that sanitary sewer overflows can be a health and safety issue and requires equipment specifically designed to properly perform and maintain sewer systems; and

WHEREAS, combination Jet/Vacuum equipment serves as a more effective solution to maintaining sewer and storm drain collection systems within the City; and,

WHEREAS, the City wishes to purchase a 2021 GapVax MC1510-3S3X combination Jet/Vac mounted on a 2020 Peterbilt 6X4 chassis,350 HP,1500-gallon water tank, 10 cubic yard debris tank with excavation kit; and,

WHEREAS, the manufacture estimate outlining the recommended costs for purchase can be 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, Plumbers Depot, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

WHEREAS, the purchase of this equipment will be funded through capital improvement funds not to exceed $427,565.31; and,

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

SECTION 1: Authorizes the City Manager to purchase the combination Jet/Vac MC1510-3S3X Truck in the amount of $427,565.31 to mitigate sanitary sewer overflows.

SECTION 2: Authorizes the City Manager to sign the agreement with Plumbers Depot, Inc to purchase one Jet/Vacuum MC1510-3S3X Truck.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on September 15, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:_____

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

EXHIBIT "A"

SOURCEWELL CONTRACT NO. 122017-GPV

PREPARED BY

Plumber's Depot

Miguel / Jose

PREPARED FOR

City of Wasco

QUOTE

GapVax

QUOTE ID
2020-8963

PRICING FROM
2/24/2020

GapVax

2021 MC1510-3S3X COMBINATION JET/VAC

QUOTE ID: 2020-0963

August 18, 2020

NOTE: THE GAPVAX MC UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

	OPTION DESCRIPTION	NOTES	QTY
	CHASSIS OPTIONS		
CHA001	PETERBILT 348 6 X 4 - 350 HP - 62,000 LB. GVWR - AUTO - AIR RIDE	MODEL YEAR 2020	1
	PACCAR PX-9 RATED FOR 350 HP	CONSULT FACTORY	
	ALLISON 6 SPEED AUTOMATIC	PRICES MAY VARY	
	20,000 LB FRONT AXLE		
	46,000 LB REAR AXLE		
	DEBRIS BODY OPTIONS		
STD	10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A24B	DECANT HALF WAY UP TAILGATE - 6" BRASS KNIFE VALVE WITH PNEUMATIC ACTUATOR		1
A6A	TRASH PUMP - STANLEY 4" 800 GPM WITH LAY-FLAT HOSE AND CAM-LOC FITTINGS	NOT RECOMMENDED FOR CONTINUOUS USE	1
A12A	FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1
A18	PURGE VALVE AT GRAVITY DRAIN (1-1/4" BALL VALVE)		1
	WATER TANK OPTIONS		
STD	1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL		STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES		STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK		STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE		STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE		STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN		STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
B10	ADDITIONAL 3" FILTER BETWEEN TANK AND PUMP (3" Y-STRAINER)	NOT COMPATIBLE WITH J14	1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE		STANDARD
	VACUUM SYSTEM OPTIONS		
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS		STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS		STANDARD
STD	STAINLESS STEEL WIRE SAFETY SCREEN		STANDARD
STD	6" SAFETY VACUUM RELIEF		STANDARD

STD	PANIC SWITCH FUNCTION FOR VACUUM		STANDARD
C8	UPGRADE TO BOOTS TYPE VACUUM PUMP 4,500 CFM AND 16" HG		1
	WATER SYSTEM OPTIONS		
STD	TRI-PLEX WATER PUMP SYSTEM		STANDARD
STD	800 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE		STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT		STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES		STANDARD
STD	SET WASHDOWN CIRCUIT TO FULL WORKING PRESSURE		1
D3A	GIANT GP8000 SERIES WATER PUMP RATED 90 GPM @ 2,500 PSI		1
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT		1
	BOOM OPTIONS		
STD	8' FRONT MOUNTED TELESCOPING BOOM WITH 25' REACH AND 180 DEG. ROTATION		STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE		STANDARD
STD	DUAL 4" LIFT CYLINDERS		STANDARD
STD	CAB PROTECTION RACK		STANDARD
	HOSE REEL OPTIONS		
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION		STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 4,000 PSI		STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS		STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED		1
	CONTROLS, GUAGES, ACCESSORIES OPTIONS		
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP		STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL		STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP		STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM		STANDARD
STD	30' PENDANT REMOTE WITH BOOM FUNCTIONS		STANDARD
	LOW WATER SHUTDOWN PROTECTION		1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION		1
	ENGINE OVERSPEED PROTECTION		1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS		1
	TEMPERATURE AND PRESSURE LEVELS FOR VACUUM, WATER, HYDRAULICS		1
	PROVISION FOR INCLUDING DIGITAL FOOTAGE COUNTER ON SCREEN	F1C NOT INCLUDED	1
G4	HIGH DEBRIS LEVEL LIGHT & ALARM	REQUIRES A3	1
G5	BLOWER TEMPERATURE GUAGE		1
	OMNEX T110 WIRELESS REMOTE		STANDARD
G19	WIRELESS REMOTE WITH BOOM AND VACUUM FUNCTIONS		1
	LIGHTING		
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES		STANDARD
H6B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H6S	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H7BA	(2) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (1 PER SIDE)		1
H18C	REAR WHELEN ION SUPER LED FLASHERS - 6 LIGHT HEADS		1

	3 ON EACH SIDE REAR (1 @ 45 DEGREES)	1
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK	1
H36B	TWO HIGH INTENSITY LED WORK LIGHTS (HELLA P81500) ON FRONT HOSE REEL TO SHINE INTO MANHOLE	1
	STORAGE OPTIONS	
STD	29' FIRE HOSE BASKET	STANDARD
I7C-D6	30" TOOL BOX - STAINLESS STEEL, 36" WIDE X 24" HIGH X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE	1
I14C	TRAFFIC CONE HOLDER ON CURBSIDE	1
I29C	TWO BUMPER TOOL BOXES - STAINLESS STEEL, 18" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR	1
	CHASSIS OPTIONS	
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, IDD LIGHTS	STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP	STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION	STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM	STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE	STANDARD
J0B	FRONT BUMPER - CALIFORNIA FRONT BUMPER	1
J4B	TOW HOOKS REAR - FRAME MOUNTED	1
J4A	TOW HOOKS REAR - HEAVY DUTY WELDED REQUIRES J1B	1
	PAINT OPTIONS	
STD	PAINTED WITH PPG URETHANE PAINT	STANDARD
STD	PAINT BODY WHITE	STANDARD
STD	PAINT FRAME AND PARTS BLACK	STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK	STANDARD
STD	FLEET FINISH	STANDARD
	MISCELLANEOUS OPTIONS	
STD	35 FEET OF VACUUM TUBING (5) AND CLAMPS	STANDARD
STD	TIGER TAIL HOSE GUIDE	STANDARD
STD	TWO BLUE STAR SEWER CLEANING NOZZLES	STANDARD
M3	FILL HOSE 25' X 2 1/2"	1
M6C	LEADER HOSE 25' X 1"	1
M9G	1" PIRANHA SEWER HOSE - 2,500 PSI X 800 FT PLASTIC (ORANGE) (PN: HOS022332)	1

GapVax

PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS	$	395,978.64
DISCOUNT	$	8,280.03
DELIVERY	$	7,500.00
ESTIMATED SUBTOTAL:	$	395,198.61
SALES TAX	$	32,366.70
TOTAL PRICE (PER UNIT)	$	427,565.31

ALL PRICES ARE IN US DOLLARS

AGREEMENT No. 2020- _____

THIS AGREEMENT (the "Agreement") made this 20th day of October, 2020, by and between the CITY OF WASCO ("City") and the PLUMBERS DEPOT, INC., a California Corporation (the "Company"),

W I T N E S S E T H:

WHEREAS, the City wishes to purchase from Company the equipment described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Equipment") under the terms and conditions described hereinafter and Company is agreeable thereto.

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

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

2. City shall purchase the Equipment for $427,565.31 payable within 30 days from delivery of the Equipment and its acceptance by City as hereinafter described. Company shall deliver the Equipment to City on or before October, 2021. City shall have ten (10) days following delivery (the "Inspection Period") to inspect the Equipment and notify Company in writing of any defects or other issues needing correction or repair (the "Defects"). City shall not be deemed to have accepted delivery until all Defects have been corrected to City's reasonable satisfaction or the Inspection Period has expired without notice of any Defects from City at which time City will be deemed to have accepted delivery.

3. Company agrees to warrant the Equipment as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof. Company further agrees to perform a full preventive maintenance on the Back end of the Equipment within the first 100 Hours of operation at no charge to the City at such time as the City requests it. The City of Wasco would be responsible for all required maintenance on the chassis part of the equipment. After the initial break-in service, the City of Wasco would be responsible for all future services on the equipment.

4. City may terminate this Agreement within 60 days from the date of this Agreement by written notice of termination to Company and in that event neither party will have any liability or responsibility to the other hereunder.

5 – Company shall indemnify and hold City, its officers, councilpersons, and employees harmless from any and all losses, claims, liabilities, damages, obligations, liens, encumbrances, costs and expenses, including, without limitation, reasonable attorney fees and costs (collectively referred to as "Damages"), that are suffered or incurred by City or any person or entity and arise as a result of any act or omission by or on behalf of company or any breach of the terms of this Agreement by Company.

6. Without limiting Company's obligations under Paragraph 5 of this Agreement, Company shall obtain and maintain until delivery of the Equipment and its acceptance for use by City:

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than $1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Such workers compensation insurance as required by statute.

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

7. Company shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. All reports, information, data and exhibits drafted or provided by Company and all copyrights shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if mailed by certified mail, return receipt requested with the date of execution of the return receipt (or refusal to sign) as the date of service or when sent by facsimile transmission or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, addressed as follows: If to City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email – daortiz@cityofwasco.org; or if to Company, Juan Martin, Plumbers Depot Inc., 3921 West 139th Street, Hawthorne, California, 90250, Fax (310) 355-1711, Email – Juanmartin@plumbersdepot.com . Any party may change its address by giving notice to the other party in the manner herein described.

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

provision of this Agreement.

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

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

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

15. This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached with the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

16. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

17. 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.

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

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

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

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

_____

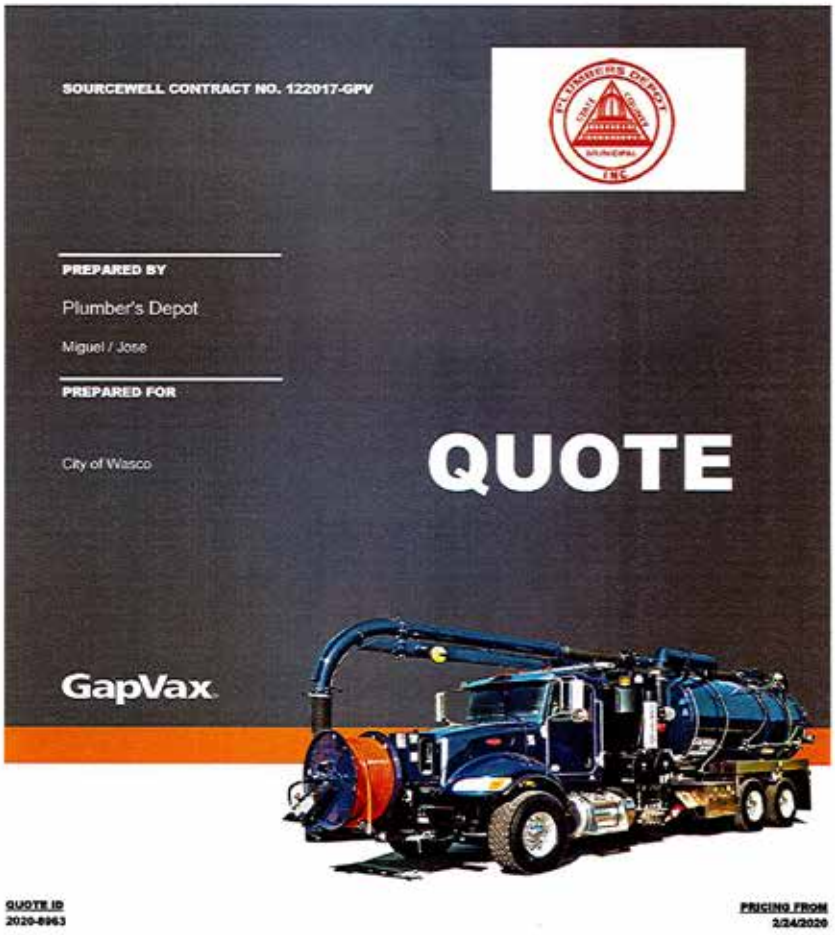
DANIEL ORTIZ-HERNANDEZ., City Manager, City of Wasco, California, "**City**"

GAPVAX, INC., a Pennsylvania Corporation, **"Company"**

By:_____

JUAN MARTIN, _____

EXHIBIT "A"
[Equipment]



GapVax

2021 MC1510-3S3X COMBINATION JET/VAC

QUOTE ID: 2020-8963

August 18, 2020

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	OPTION DESCRIPTION	NOTES	QTY
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	ALLISON 6 SPEED AUTOMATIC	PRICES MAY VARY	
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	46,000 LB REAR AXLE		
	DEBRIS BODY OPTIONS		
STD	10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A24B	DECANT HALF WAY UP TAILGATE - 8" BRASS KNIFE VALVE WITH PNEUMATIC ACTUATOR		1
A6A	TRASH PUMP - STANLEY 4" 800 GPM WITH LAY-FLAT HOSE AND CAM-LOC FITTINGS	NOT RECOMMENDED FOR CONTINUOUS USE	1
A12A	FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1
A18	PURGE VALVE AT GRAVITY DRAIN (1-1/4" BALL VALVE)		1
	WATER TANK OPTIONS		
STD	1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL		STANDARD
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STD	DRAIN VALVE AT BOTTOM OF WATER TANK		STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE		STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE		STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN		STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
B10	ADDITIONAL 3" FILTER BETWEEN TANK AND PUMP (3" Y-STRAINER)	NOT COMPATIBLE WITH J14	1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE		STANDARD
	VACUUM SYSTEM OPTIONS		
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS		STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS		STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN		STANDARD
STD	6" SAFETY VACUUM RELIEF		STANDARD

STD	PANIC SWITCH FUNCTION FOR VACUUM		STANDARD
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG		†
	WATER SYSTEM OPTIONS		
STD	TRI-PLEX WATER PUMP SYSTEM		STANDARD
STD	600 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE		STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT		STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES		STANDARD
STD	SET WASHDOWN CIRCUIT TO FULL WORKING PRESSURE		†
D3A	GIANT GP8000 SERIES WATER PUMP RATED 80 GPM @ 2,500 PSI		†
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT		†
	BOOM OPTIONS		
STD	8' FRONT MOUNTED TELESCOPING BOOM WITH 28' REACH AND 180 DEG. ROTATION		STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE		STANDARD
STD	DUAL 4" LIFT CYLINDERS		STANDARD
STD	CAB PROTECTION RACK		STANDARD
	HOSE REEL OPTIONS		
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION		STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 4,000 PSI		STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS		STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED		†
	CONTROLS, GUAGES, ACCESSORIES OPTIONS		
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP		STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL		STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP		STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM		STANDARD
STD	30' PENDANT REMOTE WITH BOOM FUNCTIONS		STANDARD
	LOW WATER SHUTDOWN PROTECTION		†
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION		†
	ENGINE OVERSPEED PROTECTION		†
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS		†
	TEMPERATURE AND PRESSURE LEVELS FOR VACUUM, WATER, HYDRAULICS		†
	PROVISION FOR INCLUDING DIGITAL FOOTAGE COUNTER ON SCREEN	F1C NOT INCLUDED	†
G4	HIGH DEBRIS LEVEL LIGHT & ALARM	REQUIRES A3	†
G5	BLOWER TEMPERATURE GUAGE		†
	OMNEX T110 WIRELESS REMOTE		STANDARD
G19	WIRELESS REMOTE WITH BOOM AND VACUUM FUNCTIONS		†
	LIGHTING		
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES		STANDARD
H5B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		†
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		†
H7BA	(2) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (1 PER SIDE)		†
H18C	REAR WHELEN ION SUPER LED FLASHERS - 6 LIGHT HEADS		†

	2 ON EACH SIDE REAR (1 @ 45 DEGREES)	1
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK	1
H39B	TWO HIGH INTENSITY LED WORK LIGHTS (HELLA PB1500) ON FRONT HOSE REEL TO SHINE INTO MANHOLE	1
	STORAGE OPTIONS	
STD	25' FIRE HOSE BASKET	STANDARD
I7C-DS	36" TOOL BOX - STAINLESS STEEL, 36" WIDE X 24" HIGH X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE	1
I14C	TRAFFIC CONE HOLDER ON CURBSIDE	1
I26C	TWO BUMPER TOOL BOXES - STAINLESS STEEL, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR	1
	CHASSIS OPTIONS	
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS	STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP	STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION	STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM	STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE	STANDARD
J08	FRONT BUMPER - CALIFORNIA FRONT BUMPER	1
J4B	TOW HOOKS REAR - FRAME MOUNTED	1
J4A	TOW HOOKS REAR - HEAVY DUTY WELDED REQUIRES J16	1
	PAINT OPTIONS	
STD	PAINTED WITH PPG URETHANE PAINT	STANDARD
STD	PAINT BODY WHITE	STANDARD
STD	PAINT FRAME AND PARTS BLACK	STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK	STANDARD
STD	FLEET FINISH	STANDARD
	MISCELLANEOUS OPTIONS	
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS	STANDARD
STD	TIGER TAIL HOSE GUIDE	STANDARD
STD	TWO BLUE STAR SEWER CLEANING NOZZLES	STANDARD
M3	FILL HOSE 25' X 2 1/2"	1
M5C	LEADER HOSE 25' X 1"	1
M5G	1" PIRANHA SEWER HOSE - 2,500 PSI X 500 FT PLASTIC (ORANGE) (PN: HOS022332)	1

GapVax

PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS	$	395,978.64
DISCOUNT	$	8,280.03
DELIVERY	$	7,500.00
ESTIMATED SUBTOTAL:	$	395,198.61
SALES TAX	$	32,366.70
TOTAL PRICE (PER UNIT)	$	427,565.31

ALL PRICES ARE IN US DOLLARS

Exhibit "B"

GAPVAX, INC., WARRANTS THE MC SERIES AND VHE SERIES COMBINATION JET / VACUUM MACHINE TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, UNDER NORMAL AND REASONABLE USAGE, WITHIN THE GENERAL STANDARDS OF MAINTENANCE FOR TERMS AS FOLLOWS:

ENTIRE UNIT:	12 MONTHS
VACUUM PUMP LOBES:	12 MONTHS
STAINLESS STEEL WATER TANK:	120 MONTHS
3/16" EXTEN STEEL DEBRIS TANK:	60 MONTHS

THIS WARRANTY IS SPECIFICALLY LIMITED TO THE GAPVAX MC SERIES AND VHE SERIES SUPPLIED BY GAPVAX, AS ORIGINAL EQUIPMENT, WHICH IS DETERMINED BY GAPVAX TO BE DEFECTIVE. THE COMPONENT DETERMINED TO BE DEFECTIVE BY GAPVAX SHALL BE REPAIRED OR REPLACED AND BE WARRANTED FOR PARTS AND LABOR. IN ALL CASES THE DEFECTIVE COMPONENT MUST BE RETURNED TO THE GAPVAX FACTORY OR DESIGNATED AUTHORIZED SERVICE LOCATION, WITHIN THE TIME PERIOD SHOWN ABOVE. ALL TRANSPORTATION AND FREIGHT COSTS FOR WARRANTY WORK OR COMPONENTS SHALL BE THE SOLE OBLIGATION OF THE PURCHASER.

THE LIMITED WARRANTY DOES NOT COVER CHASSIS COMPONENTS, DEFECTS DUE TO MISUSE, ABUSE, NEGLECT, NOR DOES IT SUPERCEDE THE WARRANTY OF AN ORIGINAL COMPONENT MANUFACTURER. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR THE PURCHASER. GAPVAX MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. GAPVAX SHALL NOT BE LIABLE FOR ANY LOSS OF PRODUCT, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGE, LOSSES OR DELAYS OF ANY KIND.

EXHIBIT A

SOURCEWELL CONTRACT NO. 122017-GPV

PREPARED BY

Plumber's Depot

Miguel / Jose

PREPARED FOR

City of Wasco

QUOTE

GapVax

QUOTE ID
2020-8963

PRICING FROM
2/24/2020

GapVax

2021 MC1510-3S3X COMBINATION JET/VAC

QUOTE ID: 2020-8963

August 18, 2020

NOTE: THE GAPVAX MC UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

	OPTION DESCRIPTION	NOTES	QTY
	CHASSIS OPTIONS		
CHA001	**PETERBILT 348 6 X 4 - 350 HP - 62,000 LB. GVWR - AUTO - AIR RIDE**	MODEL YEAR 2020	1
	PACCAR PX-9 RATED FOR 350 HP	CONSULT FACTORY	
	ALLISON 6 SPEED AUTOMATIC	PRICES MAY VARY	
	20,000 LB FRONT AXLE		
	46,000 LB REAR AXLE		
	DEBRIS BODY OPTIONS		
STD	10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A24B	DECANT HALF WAY UP TAILGATE - 6" BRASS KNIFE VALVE WITH PNEUMATIC ACTUATOR		1
A6A	TRASH PUMP - STANLEY 4" 800 GPM WITH LAY-FLAT HOSE AND CAM-LOC FITTINGS	NOT RECOMMENDED FOR CONTINUOUS USE	1
A12A	FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1
A18	PURGE VALVE AT GRAVITY DRAIN (1-1/4" BALL VALVE)		1
	WATER TANK OPTIONS		
STD	1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL		STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES		STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK		STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE		STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE		STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN		STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
B10	ADDITIONAL 3" FILTER BETWEEN TANK AND PUMP (3" Y-STRAINER)	NOT COMPATIBLE WITH J14	1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE		STANDARD
	VACUUM SYSTEM OPTIONS		
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS		STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS		STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN		STANDARD
STD	6" SAFETY VACUUM RELIEF		STANDARD

STD	PANIC SWITCH FUNCTION FOR VACUUM		STANDARD
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG		1
	WATER SYSTEM OPTIONS		
STD	TRI-PLEX WATER PUMP SYSTEM		STANDARD
STD	800 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE		STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT		STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES		STANDARD
STD	SET WASHDOWN CIRCUIT TO FULL WORKING PRESSURE		1
D3A	GIANT GP8000 SERIES WATER PUMP RATED 80 GPM @ 2,500 PSI		1
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT		1
	BOOM OPTIONS		
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION		STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE		STANDARD
STD	DUAL 4" LIFT CYLINDERS		STANDARD
STD	CAB PROTECTION RACK		STANDARD
	HOSE REEL OPTIONS		
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION		STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 4,000 PSI		STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS		STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED		1
	CONTROLS, GUAGES, ACCESSORIES OPTIONS		
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP		STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL		STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP		STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM		STANDARD
STD	30' PENDANT REMOTE WITH BOOM FUNCTIONS		STANDARD
	LOW WATER SHUTDOWN PROTECTION		1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION		1
	ENGINE OVERSPEED PROTECTION		1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS		1
	TEMPERATURE AND PRESSURE LEVELS FOR VACUUM, WATER, HYDRAULICS		1
	PROVISION FOR INCLUDING DIGITAL FOOTAGE COUNTER ON SCREEN	F1C NOT INCLUDED	1
G4	HIGH DEBRIS LEVEL LIGHT & ALARM	REQUIRES A3	1
G5	BLOWER TEMPERATURE GUAGE		1
	OMNEX T110 WIRELESS REMOTE		STANDARD
G19	WIRELESS REMOTE WITH BOOM AND VACUUM FUNCTIONS		1
	LIGHTING		
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES		STANDARD
H5B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H7BA	(2) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (1 PER SIDE)		1
H18C	REAR WHELEN ION SUPER LED FLASHERS - 6 LIGHT HEADS		1

	3 ON EACH SIDE REAR (1 @ 45 DEGREES)		1
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK		1
H39B	TWO HIGH INTENSITY LED WORK LIGHTS (HELLA PB1500) ON FRONT HOSE REEL TO SHINE INTO MANHOLE		1
	STORAGE OPTIONS		
STD	25' FIRE HOSE BASKET		STANDARD
I7C-DS	36" TOOL BOX - STAINLESS STEEL, 36" WIDE X 24" HIGH X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE		1
I14C	TRAFFIC CONE HOLDER ON CURBSIDE		1
I26C	TWO BUMPER TOOL BOXES - STAINLESS STEEL, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR		1
	CHASSIS OPTIONS		
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS		STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP		STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION		STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM		STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE		STANDARD
J0B	FRONT BUMPER - CALIFORNA FRONT BUMPER		1
J4B	TOW HOOKS REAR - FRAME MOUNTED		1
J4A	TOW HOOKS REAR - HEAVY DUTY WELDED	REQUIRES J16	1
	PAINT OPTIONS		
STD	PAINTED WITH PPG URETHANE PAINT		STANDARD
STD	PAINT BODY WHITE		STANDARD
STD	PAINT FRAME AND PARTS BLACK		STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK		STANDARD
STD	FLEET FINISH		STANDARD
	MISCELLANEOUS OPTIONS		
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS		STANDARD
STD	TIGER TAIL HOSE GUIDE		STANDARD
STD	TWO BLUE STAR SEWER CLEANING NOZZLES		STANDARD
M3	FILL HOSE 25' X 2 1/2"		1
M5C	LEADER HOSE 25' X 1"		1
M9G	1" PIRANHA SEWER HOSE - 2,500 PSI X 800 FT PLASTIC (ORANGE) (PN: HOS022332)		1

GapVax

PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS	$	395,978.64
DISCOUNT	$	8,280.03
DELIVERY	$	7,500.00
ESTIMATED SUBTOTAL:	**$**	**395,198.61**
SALES TAX	$	32,366.70
TOTAL PRICE (PER UNIT)	**$**	**427,565.31**

ALL PRICES ARE IN US DOLLARS

DUE TO EXTREME MARKET VOLATILITY AND PENDING U.S. GOVERNMENT SECTION 232 TRADE CASES ALL PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE, ALL QUOTES TO BE CONFIRMED AT TIME OF ORDER

***** FOB DESTINATION *** TERMS - NET, 15% DOWN *****

SIGNATURE DATE

Please return a signed copy to betty@gapvax.com

QUOTE ID

2020-8963

PRICING FROM

7/7/2020

GapVax Incorporated
Terms and Conditions of Sale

1. ORDERS. All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.

2. PERFORMANCE. GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

3. EXPERIMENTAL WORK. Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

4. SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.

5. CANCELLATION. Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.

6. SHIPMENT. All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.

7. CUSTOMER'S PROPERTY. GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

8. PRICES. All orders are subject to current prices in effect at the time of order acknowledgment.

9. F.O.B. POINT. Unless otherwise stated, all prices listed are F.O.B. point of manufacture.

10. TAXES. Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.

11. PRODUCT IMPROVEMENT. GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.

12. MOUNTING PRICES. Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

13. WARRANTY. GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational.

14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at anytime to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.

15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.

EXHIBIT B

GAPVAX, INC., WARRANTS THE MC SERIES AND VHE SERIES COMBINATION JET / VACUUM MACHINE TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, UNDER NORMAL AND REASONABLE USAGE, WITHIN THE GENERAL STANDARDS OF MAINTENANCE FOR TERMS AS FOLLOWS:

ENTIRE UNIT:	**12 MONTHS**
VACUUM PUMP LOBES:	**12 MONTHS**
STAINLESS STEEL WATER TANK:	**120 MONTHS**
3/16" EXTEN STEEL DEBRIS TANK:	**60 MONTHS**

THIS WARRANTY IS SPECIFICALLY LIMITED TO THE GAPVAX MC SERIES AND VHE SERIES SUPPLIED BY GAPVAX, AS ORIGINAL EQUIPMENT, WHICH IS DETERMINED BY GAPVAX TO BE DEFECTIVE. THE COMPONENT DETERMINED TO BE DEFECTIVE BY GAPVAX SHALL BE REPAIRED OR REPLACED AND BE WARRANTED FOR PARTS AND LABOR. IN ALL CASES THE DEFECTIVE COMPONENT MUST BE RETURNED TO THE GAPVAX FACTORY OR DESIGNATED AUTHORIZED SERVICE LOCATION, WITHIN THE TIME PERIOD SHOWN ABOVE. ALL TRANSPORTATION AND FREIGHT COSTS FOR WARRANTY WORK OR COMPONENTS SHALL BE THE SOLE OBLIGATION OF THE PURCHASER.

THE LIMITED WARRANTY DOES NOT COVER CHASSIS COMPONENTS, DEFECTS DUE TO MISUSE, ABUSE, NEGLECT, NOR DOES IT SUPERCEDE THE WARRANTY OF AN ORIGINAL COMPONENT MANUFACTURER. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR THE PURCHASER. GAPVAX MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. GAPVAX SHALL NOT BE LIABLE FOR ANY LOSS OF PRODUCT, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGE, LOSSES OR DELAYS OF ANY KIND.

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: October 20, 2020

SUBJECT: Accept Bids and Award Brandley and Sons, Inc for the Groundwater Monitoring Wells Project and Adopt a Resolution Authorizing the City Manager to Sign and Execute the Agreement in the amount of $78,588.00 and to Make Necessary Budget Adjustments to Cover Project Costs in an Amount not to Exceed a Total Project Cost of $90,000.

Recommendation:
Staff recommends the adoption of a resolution authorizing the City Manager to sign and execute an agreement with Bradley & Sons, Inc. in the amount of $78,588 and to make necessary budget adjustments to cover project costs in an amount not to exceed a total project cost of $90,000.

Discussion:
The City Operates its Wastewater treatment facility under the authority of the Regional Water Quality Control Board-Central valley Region (CVRWQCB) Waste discharge Requirements (WDRs) and monitoring and reporting Program No. R5-2002-0198 (order) and groundwater monitoring is a requirement of the order.

Groundwater monitoring wells are used for level monitoring of groundwater and water quality analysis. The wells are used to enhance environmental protection. Samples are collected quarterly at groundwater monitoring well sites and analyzed. The results are sent to the state quarterly for review in accordance with the City's discharge permit. The process allows for potential environmental concerns to be identified early and corrected as needed. Groundwater Monitoring wells 1,2 and 3 have become dry and filled with silt.

There are currently six groundwater monitoring wells located at the Wastewater Treatment Plant throughout the land use area where effluent is used for irrigation. Of these six, three of the wells are filled with sediment and are incapable of providing samples utilized for testing of groundwater supply. In addition, results of

coliform tests have confirmed non-compliance with State standards. Rehabilitation of these three well sites has been determined unfeasible.

The current state of three of the six groundwater monitoring wells does not allow for a representative sample to be pulled and reported under the waste discharge requirements. After discussions with staff and consultants, it was recommended to replace all three wells to comply with sampling and reporting order No. R5-2002-0198.

The project was advertised for bids on May 17, 2020. On August 9, 2020, the City of Wasco received three bids from the following contractors:

FIRM	BID TOTAL
Bradley & Sons, Inc.	$ 78,588.00
Layne Christensen Company	$ 142,657.88
ABC Liovin Drilling	$ 89,705.88

The City requested proposals for groundwater monitoring wells destruction and replacement around the Wastewater treatment facility. Two pre-bid meetings were held, and it was mandatory to attend one.

City staff reviewed the proposals based on cost and company experience. Bradley & Sons, Inc provided the lowest cost-effective to destroy and replace three groundwater monitoring wells. The City attorney drafted the agreement.

The City originally budgeted $75,000 to cover the costs associated with the project; however, bid proposals received exceeded the budget. City staff is requesting the City Manager be allowed to make necessary budget amendments to cover budget exceedance and possible change orders that may arise. Staff proposes the budget for the groundwater monitoring Wells be amended to $90,000.

Fiscal Impact:
The City budgeted $75,000 to cover costs associated with the groundwater monitoring well project. The bid proposals received exceed the original budget, and the staff is requesting the City Manager be allowed to make necessary budget amendments to cover project costs. The project costs will be covered using available wastewater enterprise funds.

Attachments:
1. Resolution
2. Agreement
3. Bid Proposal

4. Bid Summary

City of Wasco
Bid Results

Date: 9/29/2020

Bid Package-Project Description: Groundwater Monitoring Well Destruction

Company	Date Received	Time Received	Time Opened	Bid Proposals $	Addendum	Bid Bond
Bradley and Sons	9/28/2020	2:10 PM	2:00 PM	$78,588.00	X	
Layne Christensen Company	9/28/2020	2:10 PM	2:04 PM	$142,657.88	X	
ABC Liovin Drilling	9/29/2020	10:22 AM	2:07 PM	$89,705.00	Not completed	

Monica Flores
City of Wasco
Deputy City Clerk

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF WASCO APPROVING THE AGREEMENT WITH BRADLEY & SONS, INC. AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND AMEND THE PROJECT BUDGETED AMOUNT TO $90,000 AND TRANSFER AVAILABLE WASTEWATER ENTERPRISE FUNDS

WHEREAS, the City wishes to contract with Bradley & Sons, Inc. to perform Well Drilling Services; and

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

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

WHEREAS, Bradley & Sons, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

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

WHEREAS, Bradley & Sons, Inc. agrees to comply with the State and Federal prevailing wage determinations in effect ten days prior to the bid opening of August 9, 2020.

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

SECTION 1: Approves the agreement with Bradley & Sons, Inc.

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

SECTION 3: Authorizes the City Manager to amend the project budget to $90,000 and transfer available wastewater enterprise funds.

SECTION 4: Authorizes the City Manager to execute contract change orders in an amount not to exceed an aggregate total of $10,000

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 20, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
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. 2020-_____

THIS AGREEMENT made this 20th day of October 2020, by and between the CITY OF WASCO, hereinafter "City," and BRADLEY & SON'S, INC, a California Corporation, hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City wishes to hire a Contractor to provide groundwater monitoring well destruction and replacement at or around the City's Wastewater Treatment Facility as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions hereinafter described, and Contractor is agreeable thereto.

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

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

2. Contractor hereby agrees to perform the Services under the terms and conditions described hereinafter.

3. Contractor shall perform the Services for a total price of not to exceed $78,588.00 (the "Total Price"). The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor, which shall be subject to approval by the City Manager or his designee and the City Council.

4. Contractor shall complete the Services within 20 working days from service of a notice to proceed on Contractor. In the performance of Contractor's duties hereunder, Contractor shall provide all vehicles, tools, personnel, equipment, supplies, and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense. Information, data, plans and specifications, and all other documents drafted or created by Contractor or on behalf of Contractor for City shall belong to City and Contractor hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights.

5. Contractor shall provide a performance bond to ensure completion of the Services and a payment bond to ensure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City.

6. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy approved by City for protection against liability arising as an incident of Contractor's or its subcontractors' performance hereunder in amounts not less than $1 million per occurrence which policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

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

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

9. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement

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

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

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

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

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

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

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

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first-class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City – Daniel Ortiz Hernandez, City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email— daortiz@cityofwasco.org; and Rod Bradley, 3625 S. Highland Avenue, Del Rey, California 93616, Fax: (661) 559-441-1199, Email: rodb@bradleyandsonsdrilling.com . Any party may change its address or fax number by giving notice to the other party in the manner herein described.

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

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

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

18. This Agreement contains the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

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

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

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

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

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

_____
DANIEL ORTIZ-HERNANDEZ, City Manager
City of Wasco, California, "**City**"

BRADLEY & SON'S, INC, a California Corporation, "**Contractor**"

By: _____
ROD BRADLEY, President

EXHIBIT "A"

III. SCOPE OF WORK

Monitoring- Well Installation

The Contractor shall drill and install three groundwater-monitoring wells, MW-1R, MW-2R, and MW-3R, to replace existing wells MW-1, MW-2, and MW-3. Replacement-well locations are illustrated on Figure 2. Well installation procedures include:

Contractor shall obtain required drilling and monitoring-well permits from Kern County Environmental Health Department for the three additional replacement groundwater-monitoring wells prior to beginning work. Each drilling location shall be marked with white marker paint and Underground Service contractor shall obtain (USA) prior to commencement of field work to clear the drilling locations of underground utilities. Additionally, as a secondary means to clear well-boring locations of underground utilities, each well location shall be hand-augered to a depth of five feet below ground surface (bgs).

- Well borings shall be advanced using mud-rotary methods with an 8¾-inch bit. Driller shall provide all equipment and materials necessary to drill and complete the wells. Driller shall complete a driller's log adequate to satisfy permitting requirements.
- Contractor shall retain a contractor to perform electronic down-hole logging (e-logging) within each boring prior to well installation, to determine depth of groundwater at each well location.
- Based on e-logging, each monitoring well will be installed to a depth of 30 feet below the surface of the water table. For purposes of bidding, Contractor should assume that the monitoring wells will be installed to a depth of approximately 120 feet bgs. Actual installation depths are expected to vary based on depth to groundwater encountered at the time of drilling.
- Two-inch diameter, Schedule 40, PVC monitoring wells shall be installed in eight-inch-diameter soil borings drilled to depths of approximately 30 feet below the water table.
- Machine-slotted well screen will be installed to depths of at least 30 feet below and 10 feet above the water table (40-foot screened interval). Commercially available well sand shall be placed around, and to a depth of two feet above the screen interval. A two-foot thick bentonite seal shall be placed above the sand pack and a neat cement seal will be placed in the interval from the bentonite seal to the ground surface.
- A protective standpipe or vault shall be installed at the surface of the well to protect the well from surface disturbance such as agricultural activities and surface irrigation or flooding.
- Monitoring wells shall be developed using submersible pump surging, swabbing, air-lift pump surging, hydraulic jetting techniques, or a combination of techniques, depending upon conditions encountered. Purged groundwater may be discharged to nearby fields.

Monitoring-Well Destruction

Subsequent to installation of the replacement wells, existing groundwater-monitoring wells MW-1, MW-2, and MW-3 shall be destroyed. Well destruction permits shall be obtained from Kern County Environmental Health Department prior to destruction and the wells shall be destroyed in

accordance with the California Water Well Standards Bulletins 74-81 and 74-90, Section 23. The three wells are comprised of 2-inch diameter, Schedule 40 PVC casing with 0.02-inch

machine-slotted well screen. The annulus between the well casing and borehole through the blank sections of the well

is filled with neat cement. Construction depths and screen intervals for the three wells are summarized as follows:

Well Construction Depths and Screen Intervals			
Well	**Screen Interval**	**Measured Depth of Well**	**Total Constructed Depth of Well**
MW-1	94-124	105.45	124
MW-2	85.5-115.5	93.25	115.5
MW-3	75-105	90.15	105
Depths measured in feet below ground surface			

Destruction of each well shall be accomplished by trenmying neat cement (a mixture of one 94-pound sack of cement to approximately six gallons of water) from the bottom of the well (measured depth) to the top of the casing. Well vaults shall be drilled out to approximately five feet below grade.

Documentation

Contractor shall be responsible for completing required Department of Water Resources (DWR) drillers logs and well-decommissioning reports. All field work will be observed and documented by an agent of the City of Wasco. The agent will be a licensed Geologist or Civil Engineer. The City will be responsible for submitting required reports to the RWQCB.

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director
Charles Sobolewski, Deputy Public Works Director

DATE: October 20, 2020

SUBJECT: Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement With TLC Animal Removal Services For Animal Disposal Services in an Amount not to Exceed $1,800 per Year.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to sign and execute an agreement with TLC Animal Removal Services for animal disposal services.

Discussion:
Animal disposal services allow for the proper handling, transportation, and disposal of deceased animal carcasses. Proper deceased animal disposal prevents a harbor for insects and rodents and prevents hazardous biological pollutants from entering the community.

Staff has identified the Wasco Animal Control does not have an established or existing agreement to provide animal disposal services for the City to handle properly and transport deceased animals. Therefore, the City would like to enter into an agreement for such services to ensure that the humane and proper disposal of deceased animals is performed routinely and with proper liability measures to ensure the community's health and safety.

TLC is one of only two animal disposal companies within Kern County that provide animal disposal services to the San Joaquin region and surrounding communities. Wasco Animal Shelter has utilized TLC in the past on an "as needed" basis to provide disposal services based upon the City's deceased accumulation and storage limitations. TLC has provided safe and sanitary transport of deceased animals for the City at a $150 per barrel rate with an average of one (1) barrel per month.

The other Kern County company provides similar animal disposal services at a standard flat rate of $300 per month regardless of the quantity of barrels requiring disposal (even if there are no barrels for pick up). Staff contends that the Animal Shelter does not accumulate enough quantity of animal carcasses to justify and enter into an agreement with the alternative company to TLC and would therefore recommend proceeding with an agreement with TLC Animal Removal Services.

Fiscal Impact:
Planned services shall not exceed $300 bi-monthly or $1,800 annually. This is paid for by the Animal Services Fund as part of the budget.

Attachments:
1. Resolution
2. Agreement

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE AGREEMENT WITH TLC ANIMAL REMOVAL SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City wishes to contract with TLC Animal Removal Services to provide animal disposal services for the City of Wasco Animal Control; and

WHEREAS, the services provided are described in the agreement, attached as 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, TLC Animal Removal Services and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

WHEREAS, TLC Animal Removal Service shall maintain all worker's compensation insurance were and, in the amounts required by law and comprehensive general public liability insurance as outlined in the agreement.

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

SECTION 1: Approves the agreement with TLC Animal Removal Services.

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

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 20, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest: _____

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

EXHIBIT "A"

[Scope of Services]

Contractor shall remove and dispose of animal carcases in accordance with the following terms and conditions:

1. Contractor shall provide pick up and disposal services of deceased animals when requested by City.

2. Contractor shall provide clean barrels as receptacles for deceased animals.

3. Pick up and disposal shall comply with all state, federal and county requirements and the Medical Waste Act.

All services shall be performed promptly and within time frames required by the city.

AGREEMENT No. 2020_____

THIS AGREEMENT made this 20th day of October 2020 by and between the CITY OF WASCO, (the "City"), and ARMANDO MARTIN JR. doing business as TLC Animal Removal Services, a sole proprietorship (the "Contractor"),

W I T N E S S E T H:

WHEREAS, City wishes to contract with Contractor to remove and dispose of dead animals as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions described hereinafter and Contractor is agreeable thereto.

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

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

2. Contractor hereby agrees to perform the Services under the terms and conditions described hereinafter. In the performance of Contractor's duties hereunder, Contractor shall provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.

3. Contractor shall perform the Services for a fee of $150.00 per barrel (the "Fee"). The Fee shall be billed to City no more often than monthly with a description of the Services provided and such additional information as may be required by the City Manager. After review by the City Manager, the City Manager will place the matter on the next City Council agenda at which the matter can be heard for consideration by the City Council and payment upon approval by the City Council.

4. The term of this Agreement shall be for 24 months commencing on the date hereof unless earlier terminated as hereinafter described.

5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement the following: (a) all worker's compensation insurance where and in the amounts required by law; (b) a comprehensive general liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than $1 million per occurrence and $2 million in the aggregate; (c) commercial automobile and truck liability insurance in the amount of $1 million per occurrence; and (d) an umbrella comprehensive general liability policy in the amount of $4 million per occurrence. The policy shall be

primary insurance and City's insurance shall be noncontributory. Contractor's policy shall name City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and afford City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

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

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

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

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

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

11. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the

United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or by electronic mail ("email"). The following shall be used in providing the foregoing notices: City -Daniel Ortiz Hernandez, City Manager, 746 8th Street, Wasco, California 93280, Fax - (661) 758-7239, Email -daortiz@cityofwasco.org.; and Contractor – Armando Martin Jr., P.O. Box 40132, Downey, California, 90239, Email – tlcanimalremoval@yahoo.com. Either party may change its address by providing notice to the other party in manner described herein.

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

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

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

15. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

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

18. Subject to the restrictions on assignment in Paragraph 9, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

21. All documents produced, written, authored, coauthored or prepared by

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

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

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

_____
ARMANDO MARTIN JR.
Title:_____
"**Contractor**"

EXHIBIT "A"
[Scope of Services]

Contractor shall remove and dispose of animal carcases in accordance with the following terms and conditions:

1. Contractor shall provide pick up and disposal services of deceased animals when requested by City.

2. Contractor shall provide clean barrels as receptacles for deceased animals.

3. Pick up and disposal shall comply with all state, federal and county requirements and the Medical Waste Act.

All services shall be performed promptly and within time frames required by the city.

EXHIBIT "B"
[Representations and Warranties]

Contractor Hereby Represents and Warrants that:

a) It shall meet and remain in compliance at all times during this Agreement with all applicable Federal, State and local laws, permits, and regulations ("Government Regulations") applicable to the Services described in Scope of Work.
b) It shall maintain processing capacity for City's Biosolids Material during the term of this Agreement.
c) It shall maintain at all times during this Agreement an accident and emergency spill response plan and provide City with a copy upon request.
d) It shall notify City of the use of any subcontractor and shall ensure that any subcontractor is also fully compliant with all applicable Government Regulations and meets Contractor's standards of operation.
e) It shall maintain complete and accurate records including weight tickets from certified weigh master scales of City's Biosolids Materials transported and provide City with any agreed upon reports.

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

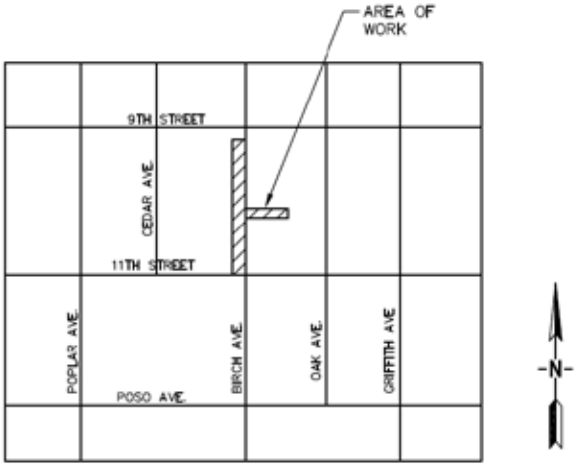
FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: October 20, 2020

SUBJECT: Accept Bids and Award Cen-Cal Construction for the Drainage Improvements of the Birch Avenue Alley and Adopt a Resolution Authorizing the City Manager to Sign and Execute an Agreement in the amount of $70,000.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of $5,000

Recommendation:
Staff recommends adopting a resolution for the award of a construction contract to Cen-Cal Construction in the amount of $70,000.00 and authorizing the City Manager to execute contract change orders in an amount not to exceed an aggregate of $5,000.

Discussion:
This project was programmed in order to correct flooding issues on Birch Avenue just North of 11th Street at the alley. The flooding issue is due to improper drainage of the existing curb and gutter. The drainage issues are associated with the existing grade of the alley and curb and gutter damage believed to be caused by tree roots.



The project was advertised for bids on September 6, 2020. On October 8, 2020, the City of Wasco received five bids from the following contractors:

FIRM	BID TOTAL
Cen-Cal Construction	$ 70,000.00
Blake Arnold Construction	$ 82,178.00
TODD Companies	$ 85,700.00

JTS Construction	$ 92,500.00
Granite Construction	$ 105,636.00

After reviewing all 5 bid submittals, the Staff has determined that Cen-Cal Construction is the low-cost, most qualified bidder on the project. As such, staff recommends awarding the Project to Cen-Cal Construction.

Fiscal Impact:
The City originally budgeted $75,000 in the 2020 - 21 budget for Construction. The low bid came in at $70,000.00, leaving $5,000.00 for contingencies.

Attachments:
1. Bid Summary
2. Resolution
3. Agreement
4. Plans and Specifications

CITY OF WASCO
BID SUMMARY
Birch Avenue Drainage Repair
Bids Opened 10/08/2020 @ 2:00 PM

				Cen-Cal Construction		Blake Arnold Construction		TODD Companies		JTS		Granite Construction	
ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	PRICE PER UNIT	TOTAL PRICE	Price Per Unit	Total Price	Price Per Unit	Total Price
1	Sawcut	LF	328	$ 10.50	$ 3,444.00	$ 5.00	$ 1,640.00	$ 4.00	$ 1,312.00	$ 7.00	$ 2,296.00	$ 2.00	$ 656.00
2	Remove & Replace Curb & Gutter	LF	203	$ 54.75	$ 11,115.00	$ 50.00	$ 10,150.00	$ 64.00	$ 12,992.00	$ 100.00	$ 20,300.00	$ 120.00	$ 24,360.00
3	Remove & Replace Drive Approach	EA.	2	$ 2,881.00	$ 5,762.00	$ 10,000.00	$ 20,000.00	$ 4,570.00	$ 9,140.00	$ 7,000.00	$ 14,000.00	$ 5,400.00	$ 10,800.00
4	Remove & Replace Alley Approach	EA.	1	$ 5,100.00	$ 5,100.00	$ 7,500.00	$ 7,500.00	$ 9,800.00	$ 9,800.00	$10,500.00	$ 10,500.00	$15,000.00	$ 15,000.00
5	Construct 4' V-Gutter	SF	240	$ 21.75	$ 5,220.00	$ 25.00	$ 6,000.00	$ 16.00	$ 3,840.00	$ 15.00	$ 3,600.00	$ 23.00	$ 5,520.00
6	3" Asphalt Paving in Alley	TON	11	$ 2,021.00	$ 22,231.00	$ 1,000.00	$ 11,000.00	$ 500.00	$ 5,500.00	$ 700.00	$ 7,700.00	$ 1,700.00	$ 18,700.00
7	6" Aggregate Base in Alley	TON	30	$ 180.00	$ 5,400.00	$ 75.00	$ 2,250.00	$ 160.00	$ 4,800.00	$ 200.00	$ 6,000.00	$ 300.00	$ 9,000.00
8	8" Native Compacted to 95% in Alley	CY	20	$ 85.50	$ 1,710.00	$ 250.00	$ 5,000.00	$ 306.00	$ 6,120.00	$ 350.00	$ 7,000.00	$ 175.00	$ 3,500.00
9	Grading	LS	1	$ 6,843.00	$ 6,843.00	$ 15,000.00	$ 15,000.00	$ 24,196.00	$ 24,196.00	$14,000.00	$ 14,000.00	$17,000.00	$ 17,000.00
10	Root / Tree Removal	LS	1	$ 3,175.75	$ 3,176.00	$ 3,638.00	$ 3,638.00	$ 8,000.00	$ 8,000.00	$ 7,104.00	$ 7,104.00	$ 1,100.00	$ 1,100.00
		TOTAL:			**$ 70,000.00**		**$ 82,178.00**		**$ 85,700.00**		**$ 92,500.00**		**$ 105,636.00**
				20% Contingenc	$ 14,000.00								
				TOTAL:	$ 84,000.00								

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE AGREEMENT WITH CEN-CAL CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND CONTRACT CHANGE ORDER MAKE QUANTITY ADJUSTMENTS TO THE CONTRACT IN AN AMOUNT NOT EXCEEDING AN AGGREGATE OF $5,000

WHEREAS, the City wishes to contract with Cen-Cal Construction to perform Drainage Repairs on Birch Avenue; and

WHEREAS, the services provided are described in the Bid Summary found in Exhibit "A"; and

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

WHEREAS, Cen-Cal Construction and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

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

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

WHEREAS, Cen-Cal Construction agrees to comply with the State and Federal prevailing wage determinations in effect ten days prior to the bid opening of October 8, 2020.

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

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

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

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

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 20, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest: _____

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

Exhibit A

BID SCHEDULE

BIRCH AVENUE DRAINAGE REPAIR

Item NO.	ITEM CODE	Unit of Measure	Estimated Quantity	Price Per Unit	Total Price
1	Sawcut	LF	328	10.50	3444.00
2	Remove & Replace Curb & Gutter per City Std. Plate R6	LF	203	54.75	11,114.25
3	Remove & Replace Existing Drive Approach per City Std. R7A	EA	2	2881.00	5762.00
4	Remove Existing Alley Approach, Install per City Std. Plate R8 (Wings not Returns)	EA	1	5100.00	5100.00
5	Construct 4' V-Gutter	SF	240	21.75	5220.00
6	3" Asphalt Paving in Alley	TONS	11	2021.00	22,231.00
7	6" Aggregate Base in Alley	TONS	30	180.00	5400.00
8	8" Native Compacted to 95% in Alley	CY	20	85.50	1710.00
9	Grading	LS	1	6843.00	6843.00
10	Root Removal / Tree Removal	LS	1	3175.75	3175.75

TOTAL BID AMOUNT: $ 70,000.00

Signature

Jason Plank, President

Printed Name / Title

J.L. Plank Inc. DBA Cen-Cal Construction

Company

962895 6/30/2022

Contractor's License Number / Expiration Date

Acknowledgment of Addenda

Addendum No. Initial

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.

AGREEMENT No. 2020-_____

THIS AGREEMENT made this 20th day of October, 2020, by and between the CITY OF WASCO, hereinafter "City", and J.L. PLANK, INCORPORATED, a California Corporation, hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City wishes to hire Contractor to sawcut, demolish, grade, compact, pour hot mix asphalt concrete, and appurtenant services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions hereinafter described and Contractor is agreeable thereto.

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

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

2. Contractor hereby agrees to perform the Services under the terms and conditions described hereinafter.

3. Contractor shall perform the Services for a total price of not to exceed $70,000 (the "Total Price"). The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager or his designee and the City Council.

4. Contractor shall complete the Services within20 working days from receipt of a notice to proceed from City.

5. Contractor shall provide a performance bond to insure completion of the Services and a payment bond to insure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.

6. Contractor, at Contractor's sole cost and expense, shall maintain

throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than $1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

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

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

9. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled

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

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

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

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

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

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

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

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email— daortiz@cityofwasco.org; and Contractor — Jason Plank, 34762 Lencioni Avenue, Bakersfield, CA. 93308, Fax — (661) 399-3812, Email - jplank@cencalconstruction.com. Any party may change its address or fax number by giving notice to the other party in the manner herein described.

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

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

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

18. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

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

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

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

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

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

_____

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

J.L. PLANK, INCORPORATED, a California Corporation, "**Contractor**"

By: _____
JASON PLANK, President

EXHIBIT "A"
[Services]

BID SCHEDULE

BIRCH AVENUE DRAINAGE REPAIR

Item NO.	ITEM CODE	Unit of Measure	Estimated Quantity	Price Per Unit	Total Price
1	Sawcut	LF	328	10.50	3444.00
2	Remove & Replace Curb & Gutter per City Std. Plate R6	LF	203	54.75	11,114.25
3	Remove & Replace Existing Drive Approach per City Std. R7A	EA	2	2881.00	5762.00
4	Remove Existing Alley Approach, Install per City Std. Plate R8 (Wings not Returns)	EA	1	5100.00	5100.00
5	Construct 4' V-Gutter	SF	240	21.75	5220.00
6	3" Asphalt Paving in Alley	TONS	11	2021.00	22,231.00
7	6" Aggregate Base in Alley	TONS	30	180.00	5400.00
8	8" Native Compacted to 95% in Alley	CY	20	85.50	1710.00
9	Grading	LS	1	6843.00	6843.00
10	Root Removal / Tree Removal	LS	1	3175.75	3175.75

TOTAL BID AMOUNT: $70,000.00

Acknowledgment of Addenda
Addendum No. Initial

Signature

Jason Plank, President
Printed Name / Title

J.L. Plank Inc. DBA Cen-Cal Construction
Company

962895 6/30/2022
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.

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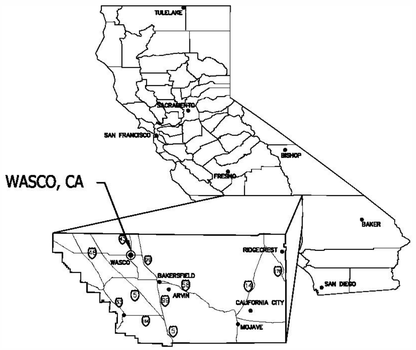
CITY OF WASCO

DEPARTMENT OF PUBLIC WORKS

BIRCH AVENUE DRAINAGE REPAIR

CALIFORNIA



COUNTY OF KERN

LOCATION MAP NTS

SPECIAL NOTES

PURSUANT TO THE LAND SURVEYORS' ACT OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, SECTION 8771, A CORNER RECORD AND/OR RECORD OF SURVEY LOCATING/REFERENCING ALL EXISTING MONUMENTS IN THE PROJECT AREA SHALL BE FILED WITH THE COUNTY SURVEYOR PRIOR TO AND AFTER CONSTRUCTION ACTIVITIES.

A.D.A. RAMP - NOTES

1. ALL RAMPS ARE TO BE CONSTRUCTED TO A.D.A. STANDARDS USING THE BEST AND MOST APPROPRIATE METHOD AVAILABLE FROM CALTRANS STANDARD A88A, WITH CITY APPROVAL.
2. RAMPS ARE ALL–INCLUSIVE–DEMOLITION & INSTALLATION OF ANY CURB & GUTTER, SIDEWALK, RETAINING CURB, ASPHALT CONCRETE, ETC. REQUIRED FOR FULL RAMP CONNECTIVITY AND CONSTRUCTION SHALL BE CONSIDERED PART OF THE RAMP.
3. ALL STREET SIGNS WHICH INTERFERE WITH A.D.A. CLEARANCE SHALL BE RELOCATED WHETHER SPECIFICALLY SHOWN ON PLANS OR NOT.
4. RAMPS SHOWN ON PLANS ARE FOR ILLUSTRATION AND NOT NECESSARILY INDICATIVE OF ACTUAL RAMP STYLE AND DIMENSIONS THAT MAY BE UTILIZED FOR A.D.A. COMPLIANCE. RAMP STYLE/LIMITS TO BE APPROVED BY CITY.

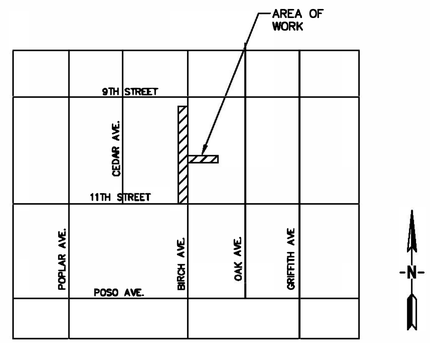
BENCHMARK SET

CHISELLED "+" ON TOP OF CURB AT 1117 BIRCH AVENUE.
ELEVATION ASSUMED: 100.00'.

THE CONTRACTOR MUST POSSESS THE FOLLOWING VALID LICENSES:

CITY OF WASCO BUSINESS LICENSE, CLASS A CONTRACTOR'S LICENSE.

THE CONTRACTOR SHALL CONTACT THE USA LOCATOR SERVICE AT 1–800–642–2444, AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.



VICINITY MAP
N.T.S.

SHEET INDEX	
1	TITLE SHEET, SHEET INDEX
2	BIRCH AVENUE CURB AND GUTTER REPLACEMENT
3	ALLEY RECONSTRUCTION
4	CITY OF WASCO STANDARD DETAILS

USA NORTH 811
Call 811 Before You Dig

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN CONFORMANCE WITH THE CITY OF WASCO STANDARDS.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, FABRICATIONS, EQUIPMENT, APPLIANCES, TRANSPORTATION AND SERVICES REQUIRED FOR CONSTRUCTION, ERECTION AND INSTALLATION OF ALL THE VARIOUS WORK INDICATED ON THE DRAWINGS AND/OR SPECIFIED UNDER EACH OF THE SPECIFICATIONS SECTIONS.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN THESE DRAWINGS PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN FOR THE DURATION OF THE WORK, AS REQUIRED, ALL LAWFUL OR NECESSARY BARRICADES AND RAILINGS, LIGHTS, WARNING SIGNS AND SIGNALS, AND SHALL TAKE ALL OTHER PRECAUTIONS AS MAY BE REQUIRED TO SAFEGUARD PERSONS, THE SITE AND ADJOINING PROPERTY, INCLUDING IMPROVEMENTS THEREON, AGAINST INJURIES AND DAMAGE OF EVERY NATURE WHATSOEVER.
5. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL GIVE THEIR PERSONAL ATTENTION TO THE WORK; BE RESPONSIBLE FOR THE LAYOUT AND CORRECTNESS OF THEIR WORK AND COOPERATE WITH EACH OF THE VARIOUS TRADES TO OBTAIN A NEAT FINISHED AND WORKMANLIKE JOB.
6. EXISTING ASPHALT AND CONCRETE REMOVED SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE CITY OF WASCO AND/OR KERN COUNTY ENVIRONMENTAL HEALTH.
7. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY OF WASCO HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OF WASCO.
8. THE CONTRACTOR SHALL NOT BEGIN EXCAVATION UNTIL ALL EXISTING UNDERGROUND FACILITIES WITHIN THE AREA TO BE EXCAVATED HAVE BEEN MARKED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL POTHOLE AND VERIFY THE DEPTH OF ALL UTILITIES WITHIN THE CONSTRUCTION ZONE BEFORE TRENCHING.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION SURVEYING IF DEEMED NECESSARY.
10. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. NO CERTIFICATION IS MADE AS THE ACCURACY OR THOROUGHNESS OF THESE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF WASCO DOES NOT CONSTITUTE A REPRESENTATION AS THE ACCURACY OR COMPLETENESS OF LOCATION OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE WITHIN THE LIMITS OF THE PROJECT.
11. DO NOT SCALE DRAWINGS. IF UNABLE TO LOCATE DIMENSIONS FOR ANY ITEM OF WORK, CONSULT ENGINEER FOR DIRECTION BEFORE PROCEEDING.
12. DETAILS SHOWN ON CONSTRUCTION DOCUMENTS SHALL BE INCORPORATED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS WHETHER SPECIFICALLY REFERENCED AT EACH LOCATION OR NOT.
13. CONTRACTOR SHALL REPAIR ALL CONSTRUCTION DAMAGE NOT LIMITED TO GRASS, CONCRETE PAVED AREAS AND OTHER ITEMS TO PRECONSTRUCTION CONDITIONS FROM DAMAGE DURING CONSTRUCTION. PROVIDE PHOTOGRAPHS PRIOR TO STARTING WORK TO PROJECT INSPECTOR.
14. CHANGES TO THE APPROVED DRAWINGS SHALL BE MADE BY AN ADDENDA OR A CHANGE ORDER SIGNED BY THE OWNER AND APPROVED BY PUBLIC WORKS/ENGINEERING OFFICIALS.
15. ALL EARTHWORK TO BE PERFORMED PER REQUIREMENTS OF THE KERN COUNTY STANDARDS.
16. DUST AND DEBRIS CONTROL MEASURES SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT – DISTRICT REGULATION VIII – FUGITIVE DUST RULES.
17. TO REDUCE TEMPORARY NOISE IMPACTS, CONSTRUCTION ACTIVITIES SHALL OCCUR DURING DAY TIME HOURS OF 7:00AM – 4:30 PM ONLY.

Palmetto Engineering & Land Surveying
4300 ASHE ROAD, SUITE 103
BAKERSFIELD, CALIFORNIA 93313
661–664–4806 PHONE
888–260–7357 FAX

DATE:	11/8/2019
SCALE:	AS–NOTED
DRAWN BY:	OMZ
CK'D BY:	GDB
DATE CK'D:	
JOB NO:	19–506

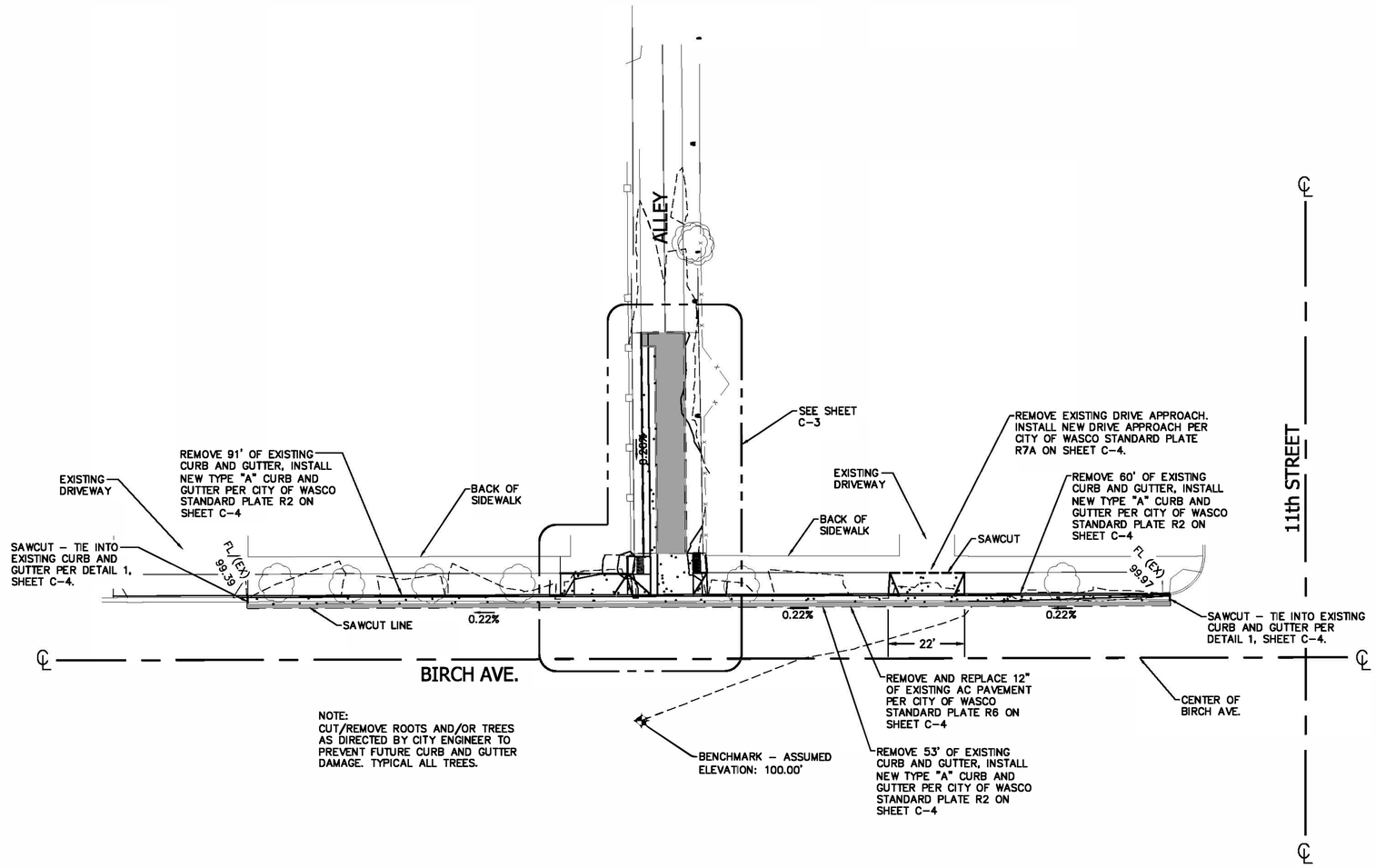
REVISIONS

NO.	DATE	CK'D BY	DESCRIPTION

PROJECT TITLE: BIRCH AVENUE DRAINAGE REPAIR
BIRCH AVENUE BETWEEN 11TH ST. & 9TH ST.

SHEET DESCRIPTION: SITE PLAN, VICINITY MAP & GENERAL NOTES

SHEET C–1 OF 4



NOTE:
CUT/REMOVE ROOTS AND/OR TREES AS DIRECTED BY CITY ENGINEER TO PREVENT FUTURE CURB AND GUTTER DAMAGE. TYPICAL ALL TREES.

ABBREVIATIONS

AC – ASPHALT CONCRETE PAVING	EX – EXISTING GRADE	ROW – RIGHT OF WAY
BC – BOTTOM OF CURB	FL – FLOWLINE	SW – SIDEWALK
℄ – CENTERLINE	LIP – LIP AT V-GUTTER	TC – TOP OF CONCRETE
EP – EDGE OF PAVEMENT	PL – PROPERTY LINE	TW – TOP OF WALK

LEGEND

6' CHAINLINK FENCE (EXISTING)

6' WOOD FENCE (EXISTING)

NEW CONCRETE PAVING

NEW AC PAVING

EXISTING TREE

20 0 20 40

SCALE: 1 IN = 20 FT

CONTOUR INTERVAL: 1'

Palmetto Engineering & Land Surveying
4300 ASHE ROAD, SUITE 103
BAKERSFIELD, CALIFORNIA 93313
661-664-4806 PHONE
888-260-7357 FAX

DATE: 11/8/2019
SCALE: AS-NOTED
DRAWN BY: OMZ
CK'D BY: GDB
DATE CK'D:
JOB NO: 19-506

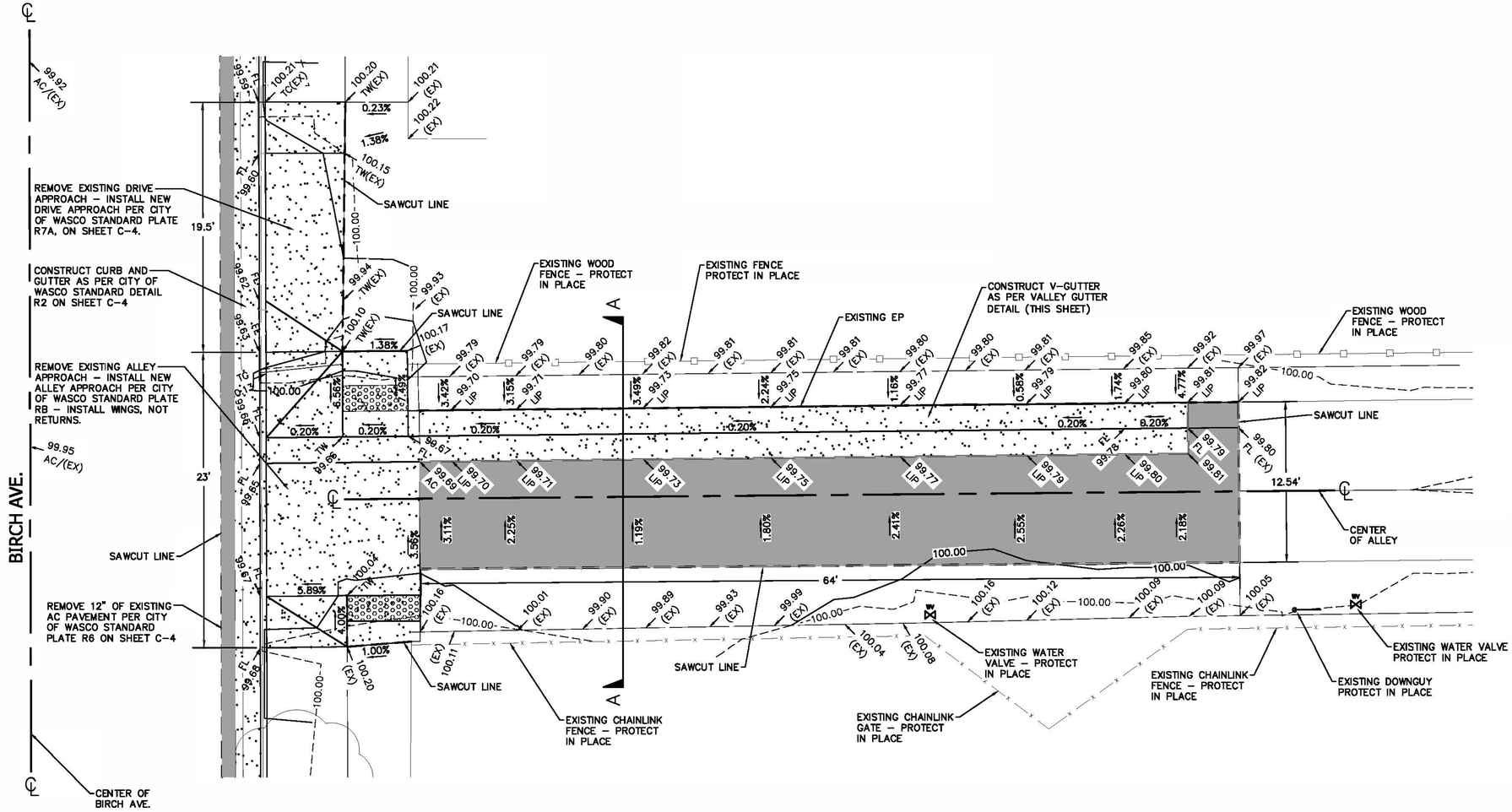
REVISIONS

NO.	DATE	CK'D BY	DESCRIPTION

PROJECT TITLE
BIRCH AVENUE DRAINAGE REPAIR
BIRCH AVENUE BETWEEN 11TH ST. & 9TH ST.

SHEET DESCRIPTION
BIRCH AVENUE
CURB AND GUTTER REPLACEMENT

SHEET
C-2
OF 4



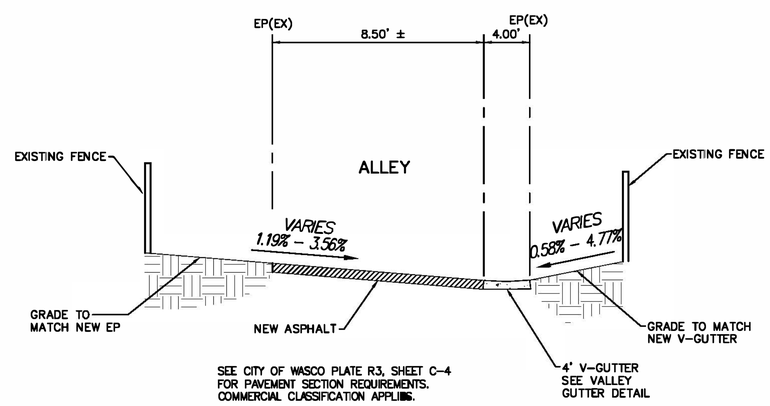
NOTE:
REMOVE EXISTING ASPHALT

ABBREVIATIONS

AC – ASPHALT CONCRETE PAVING	EX – EXISTING GRADE	ROW – RIGHT OF WAY
BC – BOTTOM OF CURB	FL – FLOWLINE	SW – SIDEWALK
℄ – CENTERLINE	LIP – LIP AT V-GUTTER	TC – TOP OF CONCRETE
EP – EDGE OF PAVEMENT	PL – PROPERTY LINE	TW – TOP OF WALK

LEGEND

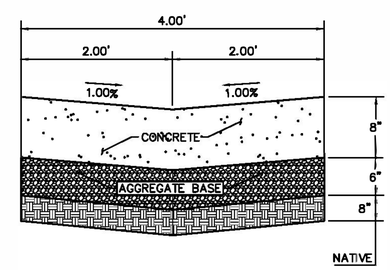
- 6' CHAINLINK FENCE (EXISTING)
- 6' WOOD FENCE (EXISTING)
- NEW CONCRETE PAVING
- NEW AC PAVING
- EXISTING TREE
- DETECTABLE WARNING SURFACE / TRUNCATED DOMES – 2' X SIDEWALK WIDTH



SEE CITY OF WASCO PLATE R3, SHEET C-4 FOR PAVEMENT SECTION REQUIREMENTS. COMMERCIAL CLASSIFICATION APPLIES.

SECTION A-A

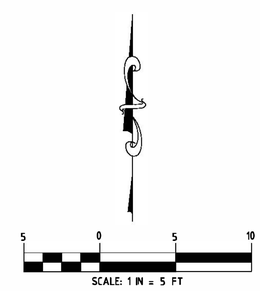
NOT TO SCALE



SEE CITY OF WASCO PLATE R3, SHEET C-4 FOR INSTALLATION, COMPACTION REQUIREMENTS. COMMERCIAL CLASSIFICATION APPLIES.

VALLEY GUTTER DETAIL

NOT TO SCALE



CONTOUR INTERVAL: 1'

Palmetto Engineering & Land Surveying
4300 ASHE ROAD, SUITE 103
BAKERSFIELD, CALIFORNIA 93313
661-664-4806 PHONE
888-260-7357 FAX

DATE: 11/8/2019
SCALE: AS-NOTED
DRAWN BY: DMZ
CK'D BY: GDB
DATE CK'D:
JOB NO: 19-506

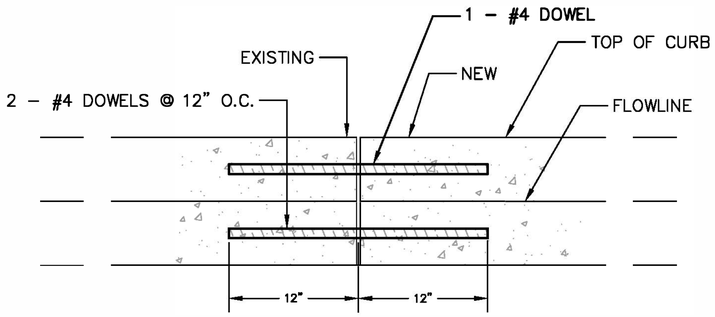
REVISIONS

NO.	DATE	CK'D BY	DESCRIPTION

PROJECT TITLE: BIRCH AVENUE DRAINAGE REPAIR
BIRCH AVENUE BETWEEN 11TH ST. & 9TH ST.

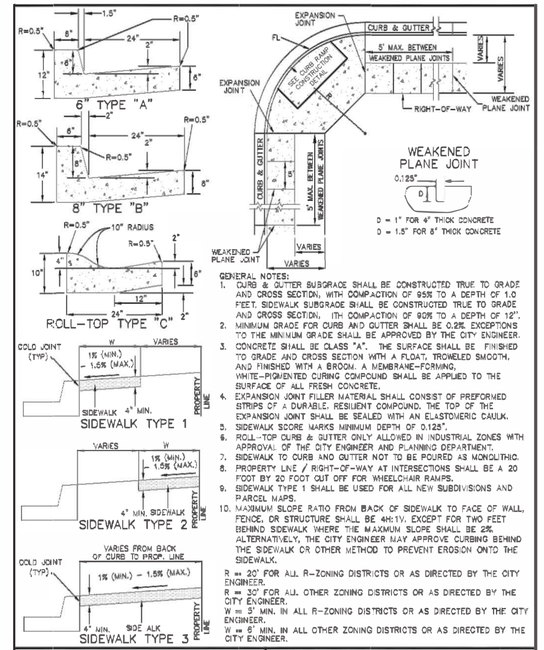
SHEET DESCRIPTION: BIRCH AVE. / ALLEY DRAINAGE REPAIR

SHEET C-3 OF 4



DETAIL 1 - NEW/EXISTING CURB & GUTTER TIE-IN

NOT TO SCALE



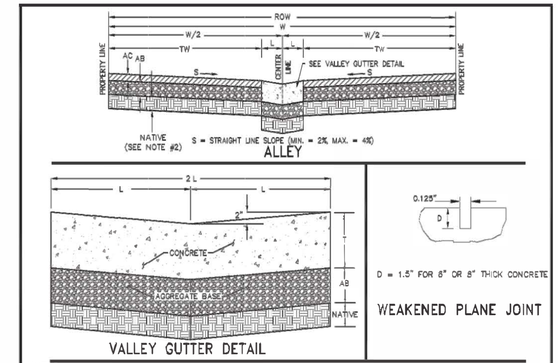
GENERAL NOTES:

1. CURB & GUTTER SUBGRADE SHALL BE CONSTRUCTED TRUE TO GRADE AND CROSS SECTION, WITH COMPACTION OF 95% TO A DEPTH OF 1.0 FEET. SIDEWALK SUBGRADE SHALL BE CONSTRUCTED TRUE TO GRADE AND CROSS SECTION, ITH COMPACTION OF 90% TO A DEPTH OF 12". MINIMUM GRADE FOR CURB AND GUTTER SHALL BE 0.2%. EXCEPTIONS TO THE MINIMUM GRADE SHALL BE APPROVED BY THE CITY ENGINEER.
2. CONCRETE SHALL BE CLASS "A". THE SURFACE SHALL BE FINISHED TO GRADE AND CROSS SECTION WITH A FLOAT, TROWELED SMOOTH, AND FINISHED WITH A BROOM. A MEMBRANE-FORMING, WHITE-PIGMENTED CURING COMPOUND SHALL BE APPLIED TO THE SURFACE OF ALL FRESH CONCRETE.
4. EXPANSION JOINT FILLER MATERIAL SHALL CONSIST OF PREFORMED STRIPS OF A DURABLE, RESILIENT COMPOUND. THE TOP OF THE EXPANSION JOINT SHALL BE SEALED WITH AN ELASTOMERIC CAULK.
5. SIDEWALK SCORE MARKS MINIMUM DEPTH OF 0.125".
6. ROLL-TOP CURB & GUTTER ONLY ALLOWED IN INDUSTRIAL ZONES WITH APPROVAL OF THE CITY ENGINEER AND PLANNING DEPARTMENT.
7. SIDEWALK TO CURB AND GUTTER NOT TO BE POURED AS MONOLITHIC.
8. PROPERTY LINE / RIGHT-OF-WAY AT INTERSECTIONS SHALL BE A 20 FOOT BY 20 FOOT CUT OFF FOR WHEELCHAIR RAMPS.
9. SIDEWALK TYPE 1 SHALL BE USED FOR ALL NEW SUBDIVISIONS AND PARCEL MAPS.
10. MAXIMUM SLOPE RATIO FROM BACK OF SIDEWALK TO FACE OF WALL, FENCE, OR STRUCTURE SHALL BE 4H:1V. EXCEPT FOR TWO FEET BEHIND SIDEWALK WHERE THE MAXMUM SLOPE SHALL BE 2%. ALTERNATIVELY, THE CITY ENGINEER MAY APPROVE CURBING BEHIND THE SIDEWALK OR OTHER METHOD TO PREVENT EROSION ONTO THE SIDEWALK.

R = 20' FOR ALL R-ZONING DISTRICTS OR AS DIRECTED BY THE CITY ENGINEER.
R = 30' FOR ALL OTHER ZONING DISTRICTS OR AS DIRECTED BY THE CITY ENGINEER.
W = 5' MIN. IN ALL R-ZONING DISTRICTS OR AS DIRECTED BY THE CITY ENGINEER.
W = 6' MIN. IN ALL OTHER ZONING DISTRICTS OR AS DIRECTED BY THE CITY ENGINEER.

CITY COUNCIL ORD. # 2018-697 | CITY OF WASCO

CITY ENGINEER | CURB, GUTTER AND SIDEWALK | PLATE R2 | REVISED: OCTOBER 2018 SHT. 1 OF 1



NOTES:

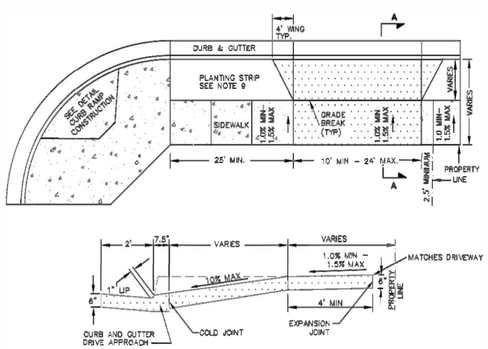
1. ALL CONCRETE SHALL BE CLASS "A". A MEMBRANE-FORMING, WHITE-PIGMENTED CURING COMPOUND SHALL BE APPLIED TO THE SURFACE OF ALL FRESH CONCRETE.
2. 8" SECTION NATIVE MATERIAL COMPACTED TO 95% RELATIVE COMPACTION.
3. VALLEY GUTTER FLOWLINE SHALL MATCH BACK EDGE OF ALLEY DRIVEWAY APPROACH TO ELIMINATE PONDING.
4. EXPANSION JOINT MATERIAL OR WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS IN VALLEY GUTTER (TYP).
5. EXPANSION JOINT MATERIAL SHALL CONSIST OF 0.5" PREMOLDED MATERIAL APPROVED FOR SUCH USE. THE TOP OF THE EXPANSION JOINT SHALL BE SEALED WITH AN ELASTOMERIC CAULK.
6. MINIMUM GRADE FOR VALLEY GUTTER SHALL BE 0.2%. EXCEPTIONS TO THE MINIMUM GRADE SHALL BE APPROVED THE CITY ENGINEER.

#	ALLEY CLASSIFICATION	ROW (FT.)	TW (FT.)	L (FT.)	2L (FT.)	T (IN.)	W/2 (FT.)	W (FT.)	T.I.	AC (IN.)	AB (IN.)	COMMENTS
1	INDUSTRIAL	30	13	2	4	8	15	30	9.0	3	8	
2	COMMERCIAL	30	13	2	4	8	15	30	7.0	3	8	
3	RESIDENTIAL (MULTI-FAMILY)	25	10.5	2	4	6	12.5	25	4.75	2	4	
4	RESIDENTIAL (SINGLE-FAMILY)	20	8	2	4	6	10	20	4.75	2	4	
5												
6												

NOTE: TYPICAL ALLEY SECTIONS AS SHOWN MAY BE REVISED PER REQUIREMENTS OF THE PRELIMINARY SOILS REPORT.
AC–ASPHALT CONCRETE AB–AGGREGATE BASE T.I.–TRAFFIC INDEX ROW–RIGHT-OF-WAY

CITY COUNCIL ORD. # 2018-697 | CITY OF WASCO

CITY ENGINEER | ALLEY SECTIONS | PLATE R3 | REVISED: OCTOBER 2018 SHT. 1 OF 1



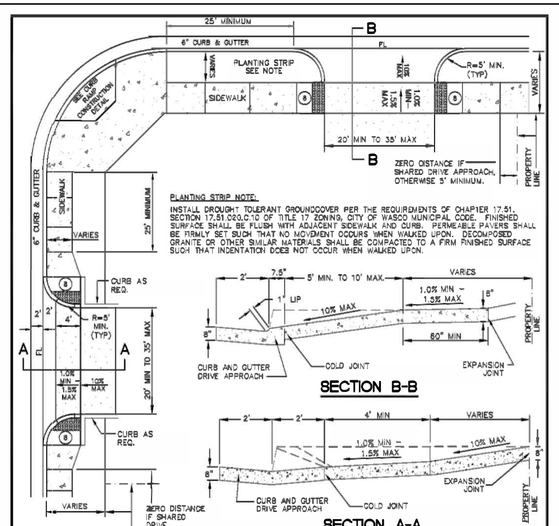
NOTES:

1. THIS DETAIL SHALL APPLY ONLY TO IN-FILL CONSTRUCTION WHERE TYPE 2 SIDEWALK EXISTS. ALL NEW RESIDENTIAL DEVELOPMENT SHALL INSTALL DRIVE APPROACHES PER PLATE R7.
2. DRIVE APPROACH SHALL BE CONSTRUCTED TO MEET CURRENT A.D.A. STANDARDS.
3. ALL CONCRETE SHALL BE CLASS "A". A MEMBRANE-FORMING, WHITE-PIGMENTED CURING COMPOUND SHALL BE APPLIED TO THE SURFACE OF ALL FRESH CONCRETE.
4. SUBGRADE SHALL BE CONSTRUCTED TRUE TO GRADE WITH COMPACTION OF 95% TO A DEPTH OF 12".
5. ALL CONCRETE SURFACES SHALL BE FINISHED TO GRADE WITH A FLOAT, TROWELED SMOOTH AND FINISHED WITH A BROOM.
6. EXPANSION JOINT(S) SHALL CONSIST OF 0.25" TO 0.5" PREMOLDED JOINT MATERIAL APPROVED FOR SUCH USE. THE TOP OF THE EXPANSION JOINT SHALL BE SEALED WITH AN ELASTOMERIC CAULK.
7. APARTMENTS OF 4 UNITS OR LESS SHALL USE THIS DRIVEWAY APPROACH.
8. APARTMENTS OF MORE THAN 4 UNITS SHALL USE THE COMMERCIAL DRIVEWAY APPROACH PLATE.
9. INSTALL DROUGHT TOLERANT GROUNDCOVER PER THE REQUIREMENTS OF CHAPTER 17.51, SECTION 17.51.020.C.10 OF TITLE 17 ZONING, CITY OF WASCO MUNICIPAL CODE. FINISHED SURFACE SHALL BE FLUSH WITH ADJACENT SIDEWALK AND CURB. PERMEABLE PAVERS SHALL BE FIRMLY SET SUCH THAT NO MOVEMENT OCCURS WHEN WALKED UPON. DECOMPOSED GRANITE OR OTHER SIMILAR MATERIALS SHALL BE COMPACTED TO A FIRM FINISHED SURFACE SUCH THAT INDENTATION DOES NOT OCCUR WHEN WALKED UPON.

NTS

CITY COUNCIL ORD. # 2018-697 | CITY OF WASCO

CITY ENGINEER | RESIDENTIAL DRIVE APPROACH PLANTING STRIP | PLATE R7A | REVISED: OCTOBER 2018 SHT. 1 OF 1



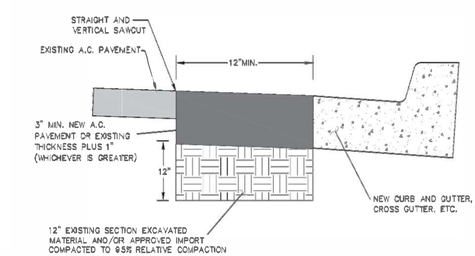
NOTES:

1. DRIVE APPROACH SHALL BE CONSTRUCTED TO MEET CURRENT A.D.A. STANDARDS.
2. ALL CONCRETE SHALL BE CLASS "A". A MEMBRANE-FORMING, WHITE-PIGMENTED CURING COMPOUND SHALL BE APPLIED TO THE SURFACE OF ALL FRESH CONCRETE.
3. SUBGRADE SHALL BE CONSTRUCTED TRUE TO GRADE WITH COMPACTION OF 95% TO A DEPTH OF 12".
4. ALL CONCRETE SURFACES SHALL BE FINISHED TO GRADE WITH A FLOAT, TROWELED SMOOTH AND FINISHED WITH A BROOM.
5. EXPANSION JOINT(S) SHALL CONSIST OF 0.25" TO 0.5" PREMOLDED JOINT MATERIAL APPROVED FOR SUCH USE.
6. APARTMENTS OF 4 UNITS OR LESS SHALL USE THE RESIDENTIAL DRIVEWAY APPROACH PLATE. EXPANSION JOINT SHALL BE SEALED ITH ELASTOMERIC CAULK.
7. APARTMENTS OF MORE THAN 4 UNITS SHALL USE THE COMMERCIAL DRIVEWAY APPROACH PLATE.
8. SEE PLATE R5 FOR ADDITIONAL A.D.A. RAMP REQUIREMENTS AND INFORMATION REGARDING TRUNCATED DOMES.
9. SECTION B–B TYPE APPROACH SHALL APPLY ONLY TO IN-FILL CONSTRUCTION WHERE TYPE 2 SIDEWALK EXISTS. ALL NEW DEVELOPMENTS SHALL INSTALL SECTION A–A TYPE APPROACH.

NTS

CITY COUNCIL ORD. # 2018-697 | CITY OF WASCO

CITY ENGINEER | COMMERCIAL DRIVE APPROACH | PLATE R8 | REVISED: OCTOBER 2018 SHT. 1 OF 1



NOTES:

1. ALL EXISTING VERTICAL SURFACES SHALL BE COATED WITH AN ASPHALTIC PAINT BINDER (TACK COAT) PRIOR TO PLACING NEW PAVEMENT.
2. ALL NEW PAVEMENT AND EARTHWORK SHALL BE COMPACTED BY MECHANICAL MEANS.
3. COMPACTION TESTING PER REQUIREMENTS OF CITY ENGINEER.
4. FINAL AC COURSE AGGREGATE SHALL NOT EXCEED 1/2" MAX. LOWER AC COURSE AGGREGATE SHALL NOT EXCEED 3/4" MAX.
5. WHERE NECESSARY TO PROVIDE ADA COMPLIANT SLOPES, ADEQUATE DRAINAGE, AND TO ELIMINATE SURFACE PONDING, THE EXISTING A.C. PAVEMENT ADJACENT TO SAWCUT SHALL BE REMOVED AND/OR GRINDED AND RE-PAVED. ALL WORK SHALL BE AS DIRECTED BY THE CITY ENGINEER.

CITY COUNCIL ORD. # 2018-697 | CITY OF WASCO

CITY ENGINEER | PAVEMENT TIE-IN | PLATE R6 | REVISED: OCTOBER 2018 SHT. 1 OF 1

Palmetto Engineering & Land Surveying
4300 ASHE ROAD, SUITE 103
BAKERSFIELD, CALIFORNIA 93313
661-664-4806 PHONE
888-260-7357 FAX

DATE: 11/8/2019
SCALE: AS-NOTED
DRAWN BY: OWZ
CK'D BY: GOB
DATE CK'D:
JOB NO: 19-506

REVISIONS

NO.	DATE	CK'D BY	DESCRIPTION

PROJECT TITLE: BIRCH AVENUE DRAINAGE REPAIR
BIRCH AVENUE BETWEEN 11TH ST. & 9TH ST.

SHEET DESCRIPTION: STANDARD DETAILS

SHEET C–4 OF 4

CITY OF WASCO
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS
FOR
BIRCH AVENUE DRAINAGE REPAIR

For use in connection with construction projects administered under the Standard Specifications Dated 2010 and Standard Plans Dated 2010 of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

CRITICAL DATES AND REQUIREMENTS*

Advertise:	**September 6, 2020**
Pre-Bid Meeting/ Job Walk:	**September 16, 2020 @ 9:00 AM at City of Wasco City Hall located at 746 8th Street, Wasco, California. Attendance is not mandatory.**
Last Day to Submit Written Questions:	**September 23, 2020 @ 5:00 PM**
Bids Due/Bid Opening:	**October 8, 2020 @ 2:00 PM at City of Wasco City Hall**
Contractor License Requirement(s):	**'A or C12' and City Business License**
Project Completion Time:	**20 working days**
Proposed Council Action to Award:	**October 20, 2020 Council Meeting**
Pre-Construction Meeting/ Notice to Proceed:	**October 22, 2020 @ 9AM at City of Wasco City Hall**
Construction Start Date:	**October 26, 2020**
Construction End Date:	**November 23, 2020**
Notice of Completion Council Action:	**December 15, 2020**

*Subject to change upon previous notice

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CITY OF WASCO
DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

Sealed proposals for the work shown on the plans entitled:

BID BOOK FOR
BIRCH AVENUE DRAINAGE REPAIR

will be received at the Office of the City Clerk of the CITY OF WASCO, 746 8th Street, WASCO, California, until 2:00 PM on **October 8, 2020** at which time they will be publicly opened and read.

General work description:

The work to be done includes, but is not limited to the following: sawcut, demolition, grading, compaction, hot mix asphalt concrete, minor concrete including demo, drive approach, V-gutter, and other items of or details not mentioned above, that are required by typical construction.

A **non-manditory** Pre-Bid Meeting is scheduled for **September 16, 2020 at 9:00 AM**, at City of Wasco City Hall located at 746 8th Street, Wasco, California. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Questions in writing will be accepted until **September 23, 2020.**

Bids are required for the entire work described herein.

Bids ***must*** be submitted as described in the specifications provided by the City of Wasco. Each bid must be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the amount bid: (1) cash; (2) a cashier's check made payable to the City of Wasco; (3) a certified check made payable to the City of Wasco; or (4) a bidder's bond executed by an admitted surety insurer, made payable to the City of Wasco. Each bidder must be a licensed contractor as required by law at the time the contract is awarded. The bidder who is awarded the project contract will be allowed pursuant to Public Contract Code Section 22300 to substitute securities for the payment of funds withheld under the contract. In addition, the successful bidder must furnish: (1) a faithful performance bond in the amount of one hundred percent (100%) of the contract price; and (2) a payment bond (also referred to as a labor and material bond) in the amount of one hundred percent (100%) of the contract price. All bonds must be in a form approved by the City of Wasco and must conform to California law (see Code of Civil Procedure section 995.010 et seq.). All documents submitted in compliance with the requirements of this bid package and the contract must be scannable and photocopiable. The City hereby invokes its protest right under California Code of Civil Procedure 995.660 for any proposed surety bond submitted in satisfaction of the requirements of this agreement if the submitted bond is not issued by an admitted surety rated A-, VII or better by Best's Rating Service.

The contractor shall possess a City Business License and an (A or C12) license at the time this contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Technical questions should be directed to Kameron Arnold, telephone (661) 758-7204.

Bid documents may be obtained after **noon** on **September 8, 2020**, for a NONREFUNDABLE FEE OF $20.00 per set from:

CITY OF WASCO
746 8th Street, WASCO, CA 93280
(661) 758-7215

An additional charge of ten dollars ($10.00) per set will be made for mailing.

OR

Email CITYCLERK@CITYOFWASCO.ORG to request a PDF copy of the Plans and Specifications at no-charge.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at CITY OF WASCO City Hall, 746 8th Street, WASCO, California, and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Bid Book," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Bid Books." Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

CITY OF WASCO, CITY CLERK _____ DATED _____
Maria Martinez

PUBLISH: WASCO TRIBUNE, BAKERSFIELD CALIFORNIAN

Department of Transportation: City Council of the CITY OF WASCO, State of California.
Engineer: City Engineer of the CITY OF WASCO, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory: The laboratories authorized by the Engineer to test materials and work involved in the contract.
State: The CITY OF WASCO
Transportation Building - Sacramento: City Hall, CITY OF WASCO, State of California.
State Highway Engineer: The City Engineer of the CITY OF WASCO, State of California.
Standard Specifications: The 2010 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

CITY OF WASCO
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated 2010, and the Standard Plans dated 2010, of the Department of Transportation and any amendments insofar as the same may apply and these special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

1-1.01 DESCRIPTION OF WORK

The work to be done includes, but is not limited to the following: sawcut, demolition, grading, compaction, hot mix asphalt concrete, minor concrete including demo, drive approach, V-gutter, and other items of or details not mentioned above, that are required by typical construction, Standard Specifications or these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the more restrictive of the two shall take precedence over and be used in lieu of the conflicting portions, unless otherwise directed by the engineer.

1-1.02 SCOPE OF WORK

(a) WORK TO BE DONE. The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools and machinery, except as otherwise specified, which are necessary and required to construct and put in complete order for use in the proposed improvements designated in the Contract, and to leave the grounds in a neat condition.

(b) ALTERATION. By mutual consent in writing of the parties signatory to the Contract, alterations or deviation, increases or decreases, additions or omissions, in the plans and specifications, may be made and the same shall in no way affect or make void the Contract. The City reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

(c) EXTRA WORK. New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account.

(d) REMOVAL OF OBSTRUCTIONS. The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character of the construction of the street or road, if and as required by the Engineer.

The Contractor shall remove and dispose of all trees designated by the Engineer as obstructions to the proper completion of the work.

The removing and disposing of all obstructions to the prosecution of the Contract, unless otherwise specified, shall be considered as included in the various items of Contract work and no additional compensation will be allowed therefore.

(e) ROADWAY FINISHING. Contractor shall do minor grading to back edges of roadway to eliminate vertical separation and improve roadside drainage by creating shallow swales for transportation of storm runoff. Upon completion, and before making application for acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by him

in connection with the work; remove all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

1-1.03 CONTROL OF THE WORK

Attention is directed to Section 5 of the Standard Specifications.

(a) ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; any questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final, he shall have executive authority to enforce and make effective such decisions, and orders as the Contractor fails to carry out promptly.

(b) PLANS. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the Engineer has approved the same, except by direction of the Engineer.

Working drawings or plans for any structure not included in the plans furnished by the Engineer shall be approved by the Engineer before and work involving these plans shall be performed, unless approval is waived in writing by the Engineer.

It is mutually agreed, however, that the approval by the Engineer of the Contractor's working plan does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of this working plans with the approved plans and specifications.

(c) CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS. Finished surfaces in all cases shall conform to the lines, grades, cross-sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction will be determined in all cases by the Engineer and authorized in writing.

(d) COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS. These specifications, the plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Plans shall govern over specifications: special provisions shall govern over both specifications and plans. City specifications shall govern over State Standard Specifications.

(e) INTERPRETATION OF PLANS AND SPECIFICATIONS. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Engineer for such explanation or interpretation as part of the Contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision there on shall be final. In the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct.

(f) SUPERINTENDENCE. Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Engineer in writing and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

(g) LINES AND GRADES. All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted on the plans or provided by the contractor’s surveyor.

Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case any such discrepancy exists, it must be reported to the Engineer. If such a discrepancy is not reported to the Engineer, the Contractor shall be responsible for any error in the finished work.

The Contractor shall preserve all stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by the Engineer. The Contractor shall provide construction survey and pay all expenses incurred in replacing stakes that have been removed without proper authority.

(h) INSPECTION. The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility to ascertain full knowledge in regards to the progress, workmanship, and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer, so that proper inspections may be provided. Any work done in the absence of the Engineer will be subject to rejection. The Contractor shall be required to pay overtime rates for inspection outside of normal working hours or on weekends. Compensation for inspection overtime shall be deducted from the contractor's retention payment.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

Projects financed in whole or in part with State, Federal or other funding agencies, shall be subject to inspection at all times by the City Manager, or his agents, and representatives of the funding agency.

(i) REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such corrections.

(j) FINAL INSPECTION. When the work specified by this contract has been completed, the contractor shall inform the Project Engineer. A final inspection shall then be made. If all work has been completed satisfactorily the Project Engineer shall notify the City Manager and the City Manager shall cause a "NOTICE OF COMPLETION" to be filed and recorded with the Kern County Recorder.

1-1.04 CONTROL OF MATERIALS

Attention is directed to Section 6 of the Standard Specifications.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this Article, the Engineer shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor.

(a) SAMPLES AND TESTS. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in the specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until the Engineer has approved it. Samples will be secured and tested whenever necessary to determine the quality of materials.

(b) DEFECTIVE MATERIALS. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approved in writing by the Director of Public Works.

Upon failure on the part of the Contractor to comply with any order of the Director of Public Works made under the provisions of this article, the Department of Public Works shall have authority to remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

1-1.05 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Attention is directed to Section 7 of the Standard Specifications.

(a) LAWS TO BE OBSERVED. The Contractor shall keep himself fully informed of all existing and future county, State and National laws and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

(b) HOURS OF LABOR. The Contractor shall forfeit, as penalty to the City, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the Contract by him, or by any subcontractor under him, upon any of the work

here-in-before mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor in violation of the provisions of Section 1810 to Section 1815, inclusive, of the Labor Code.

(c) The Contractor shall comply with Section 6705 of the Labor Code that provides that the Contractor's responsibility shall be as follows:

> If the Contract price for the project includes an expenditure in excess of twenty-five thousand dollars ($25,000) for excavation of any trench or trenches five feet or more in depth, the Contractor or his subcontractor shall not begin any trench excavation unless a detailed plan, showing the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation of the trench, has been submitted by the Contractor to the City Engineer and the detailed plan has been approved by the City Engineer.

If such plan varies from the shoring system standards established by the construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered Civil or Structural Engineer.

Nothing in this section shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

Nothing in this section shall be construed to impose tort liability on the City, or any of the City employees, State of California, City Engineer, or any of the City Engineer's authorized representatives. or any employee thereof.

The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Labor Code Sections 1720 and 1722 respectively.

(d) EQUAL EMPLOYMENT OPPORTUNITY. The contractor is required to have an E.E.O. policy that prohibits discrimination and provides for affirmative action in employment practices. The Contractor shall adopt the following statement as his operating policy:

1. It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their, Race, religion, sex, color, nation origin, age or disability. Such action shall include, but not be limited to, 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, pre-apprenticeship, and/or on the job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 as amended by Executive Order 11373, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor is required to have a designated EEO officer who has the responsibility and authority to administer the contractor's EEO policy.

6. All of the contractor's employees who have an active role in hiring, supervision, or advancement of employees are required to be aware of and implement the contractor's EEO policy. In addition, it is required that employees, including applicants and potential employees, be informed of the contractor's EEO policy through posted notices, posters, handbooks, and employee meetings.

7. The contractor shall not discriminate in his recruitment practices and should make an effort to identify sources of potential minority and women employees.

8. The Contractor is required to periodically review the project sites, wages, personnel actions, etc., for evidence of discriminatory treatment. The contractor is to promptly investigate all alleged discrimination complaints.

9. The contractor is required to advise employees and applicants of training programs available and to assist in the improvement of the skills of minorities, women, and applicants, through such programs.

10. The contractor is not, and cannot be, required to hire Union employees; however, if the contractor relies on unions as a source of employees, the contractor is encouraged to obtain cooperation with the unions to increase opportunities for minorities and women. The contractor should use his best efforts to incorporate an EEO clause into Union Agreements.

11. The contractor's EEO policy also pertains to his selection of subcontractors, including material suppliers an equipment leasing companies. Contractors are encouraged to use the Disadvantaged Business Enterprises (DBE's) or other subcontractors that employ minorities and women. Furthermore, contractors are required to exercise their best efforts to ensure that subcontractors comply with the EEO requirements.

12. Records that document compliance with the EEO policy are to be prepared and retained by the contractor for a period of three (3) years after project completion. These records should include the numbers of minority, women, and non-minority employees in each work classification on the project; and the progress and effort being made to increase the employment opportunities for minorities and women.

    The contractor is required to submit an annual EEO report to the State Highway Authority each July, for the duration of the project. If the project contains on-the-job training (OJT), this information is also required to be collected and reported.

13. The contractor shall issue copies of all EEO policy documentation, pertaining to this contract project, to the project engineer prior to issuance of the "NOTICE OF COMPLETION". Non-Compliance with the EEO Specifications may be considered a breach of contract for which payment may be withheld or the contract canceled. The State Compliance staff may conduct interviews and make non-compliance determinations. In addition, reviews by the Office of Federal Contract Compliance Programs (OFCCP), may affect the contractors eligibility to participate in Federal-Aid Programs.

(e) NONSEGREGATED FACILITIES. The intent of this provision, also derived from Title VI, is to ensure that past discriminatory practices of providing segregated facilities or prohibiting minorities access to facilities are eliminated.

(f) PREVAILING WAGE. The Contractor shall, as a penalty to the City, forfeit twenty-five Dollars ($25.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed under this Contract or by any subcontractor under him, in violation of the provisions of Section 1770 to Section 1780, inclusive of Labor Code.

The contractor shall submit weekly-certified payroll reports to the project engineer. The contractor is also responsible for all subcontractors weekly-certified payroll reports and shall submit copies of those reports to the project engineer. All reports shall be verified for accuracy as to hours worked, classification, wage rate, per diem wages. Discrepancies shall be brought to the attention of the contractor for correction. Failure of the contractor to provide weekly-certified payroll records for his employees, Certified Payroll records of subcontractors shall be considered a breach of contract for which payment may be withheld or the contract canceled. The State Compliance staff may conduct interviews and make non-compliance determinations. In addition, reviews by the Office of Federal Contract Compliance Programs (OFCCP), may affect the contractors eligibility to participate in Federal-Aid Programs.

Copies of the prevailing rate or per diem wages, for each craft, classification of type of workman needed to execute the Contract, are on file in the Office of the Director of Public Works and shall be made available to any interested party on request.

(g) APPRENTICES. All Contractors and subcontractors shall comply with the provisions of the California Labor Code Sections 1777.5, 1777.6,*1777.7 relating to the employment of apprentices, per section 7-1.01A (S) of the standard specifications.

(h) REGISTRATION OF CONTRACTORS. Before submitting bids, Contractors shall be licensed in accordance with the provisions of Section 7055 of the Business & Professions Code.

(i) PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including a **City Business License** for the general and any subcontractors, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

(j) PATENTS. The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

(k) PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the special provisions to be used as detours, all traffic shall be permitted to pass through the work site. Construction area signs shall be provided in accordance with Section 12 of the Standard Specifications.

Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses and buildings along the road or street shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one cross or intersecting street or road shall be closed at any time without the approval of the Engineer.

The Contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the improvement is under construction and of any dangerous condition to be encountered as a result thereof, and he shall also erect and maintain such warnings as directional signs as may be furnished by the City. Contractor shall place oil-sand ramps at the intersection of all cross streets and header cuts produced by cold plane operations, where vertical separation of pavements exceeds 25 mm (1"). Ramps are to be at least 1 meter long for every 50 mm (2") of vertical separation.

Full compensation for conforming to the provisions of this Section 5 (k) shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

ACCIDENT PREVENTION:

1. The provisions of this section require the contractor to comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The contractor is required to provide all safeguard's, safety devices, and protective equipment, and is required to take such actions as are deemed necessary, to protect the life and health of employees and the safety of the public and property.

2. Furthermore the contractor and subcontractor may not require or permit a laborer or mechanic to perform work under conditions, which are unsanitary, hazardous, or dangerous to health or safety as determined by construction safety standards.

3. This section specifically sets forth the right of entry of Department of Labor representatives to any site of contract performance for the inspection or investigation of compliance with OSHA standards.

(l) FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS. This specifically provides that "willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal Law" and requires that the "False Statements" poster. Form FHWA-1022, shall be posted on the project.

(m) RESPONSIBILITY FOR DAMAGE. The City, the City Council, or the City Engineer or his representatives shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work, or for injury or damage to any person or persons, either workmen or the public; or for damage to adjoining property caused by the negligence of Contractor or one of his subcontractors during the progress of the work at any time before final acceptance.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its elected officials, consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from performance of the work, but not from the sole negligence or willful misconduct of the City; provided, that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether a party indemnified hereunder or arises by or imposed by law regardless of the negligence of any such party.

(n) CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the formal acceptance of the work by the City Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by and of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

(p) NO PERSONAL LIABILITY. Neither the City Council, the Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the Contract.

(q) RESPONSIBILITY OF CITY. The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

1-1.06 PROSECUTION AND PROGRESS

Attention is directed to Section 8 of the Standard Specifications.

(A) SUBLETTING AND ASSIGNMENT. The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the Contract and specifications. Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the City Engineer, the subcontractor shall be removed immediately on the requisition of the City Engineer and shall not be employed on the work.

(B) The Contractor shall diligently prosecute the work to completion before the expiration of **20 working days**, based on the Caltrans Workday Calendar.

(C) CHARACTER OF WORKMEN. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on the work.

(D) TIME OF COMPLETION AND LIQUIDATED DAMAGES. It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay to the City in the sum of Seven hundred dollars ($700) per day for each and every calendar day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Contract, it shall further have the right to charge to the Contractor, his heirs assigns or sureties, and to deduct from the final payment for the work all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendent, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten days from the beginning of any such delay, notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

In accordance with the provisions of Section 4215 of the California Government Code, the City shall assume the responsibility, between the parties to this Contract for the timely removal, relocation, and protection of existing main or trunk line utility and/or pipeline facilities located on the work site, if such facilities are not identified by the City in the plans and specifications made a part of these Contract documents. The City will not assess liquidated damages for delay in completion of the work, when such delay was caused by the failure of the City to provide for removal or relocation of such facilities. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such facilities on the site of the work that can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes.

(E) SUSPENSION OF CONTRACT. If at any time in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified an intended and by the terms of the Contract, as directed by the Engineer, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the City Council, or its duly authorized representative, may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the Contract to completion, employ

the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may deem proper; or the City Council may annul and cancel the Contract and re-let the work or any part thereof. Any excess of cost arising there from over and above the Contract price will be charged against the Contractor and his sureties, who will be liable therefore. In the event of such suspension, all money due the Contractor or retained under the terms of the Contract shall be forfeited to the City; but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such non-compliance with the Contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the Contract.

(F) RIGHT OF WAY. The City will provide the right of way for the work to be constructed. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right of way unless otherwise provided in the Special Provisions. The contractor shall, if additional area for storage of equipment and materials outside of the right of way is required, obtain written permission from the property owner. A copy of that written permission shall be submitted to the Project Engineer.

1-1.07 MEASUREMENT AND PAYMENT

Attention is directed to Section 9 of the Standard Specifications.

(A) EXTRA AND FORCE ACCOUNT WORK. Extra work as herein before defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the Engineer, or by force account.

If the work is done on force account, the Contractor shall receive the actual cost of all material furnished by him as shown by his paid vouchers, plus fifteen percent (15%), and for all equipment and terms that are necessary he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus twenty percent (20%) provided, however, that the City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials. The price paid for labor shall include all payments imposed by State and Federal laws and for all payments made to, or on behalf of, the workmen, other than actual wages.

All extra work and force account shall be adjusted daily upon report sheets, prepared by the Contractor, submitted to the Project Engineer, and signed by both parties, which daily reports shall thereafter be considered the true record of extra work or force account work done.

In the event that the Contractor does not submit the required extra work daily report sheet to the Project Engineer on the day the extra work was performed, the Contractor shall submit said report within 15 days after the work was performed. (15-day period does not include holidays, or weekends). If the Engineer has not received said report within the specified 15 day time period, no compensation for the extra work / force account, shall be allowed, except by approval of the Project Engineer, and the City Council of the City.

(B) MEASUREMENT AND PAYMENT. Attention is directed to Section 9 of the Standard Specifications.

PARTIAL PAYMENTS. The City, once each month, shall cause to be prepared a Progress Pay Estimate. The Estimate shall include the total value of the work done to date. Payment will normally be made shortly after the third Tuesday of each month.

(C) FINAL PAYMENT. The Engineer shall, after completion of work, make a Final Estimate of the amount payable to the Contractor, including an itemization, segregated as to Contract item quantities, extra work and any other basis for payment. The City may retain 10% of the amount of this Final Estimate.

It is mutually agreed between the parties to the Contract that no certificate given or payments made under Contract, except the final certificate or retention payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City, the City Council, and the Engineer from any and all claims of liability on account of work performed under the Contract or any alteration thereof.

(D) SUBSTITUTION OF SECURITIES. Whenever herein provision is made for withholding or retention of moneys to ensure performance, substitution of an equivalent amount (value) of securities shall be permitted in accordance with the provisions and requirements of Government Code Section 4590.

1-1.08 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. Insurance Services Offices form No. G1 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("Occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, Code 1 "any auto" and endorsement CA 0025.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

B. Minimum Limits of Insurance
Contractor shall maintain limits no less than:

1. General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $2,000,000 combined single limit per accident for bodily injury and property damage.

2. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

C. Deductibles and Self-Insured Retention

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

D. Other Insurance Provisions
1. General Liability and Automobile Liability Coverage

a. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance that respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

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.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

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

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

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

H. Workers' Compensation

In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his or her employees. In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works Contract is awarded shall sign and file with the City the following certification prior to performing the work: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

I. Assignment of Rights

Pursuant to Section 4552 of the California Government Code, in submitting a bid to the City, the bidder offers and agrees that the bid is accepted, it will assign to the City all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials or services by the bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

J. Termination

The City may terminate this Contract, without cause, by giving seven (7) days prior written notice to the Contractor, and in such event, the City will pay the Contractor for that portion of the Contract price, less the aggregate of previous payments, and able to allocate to the work completed as of the date of termination. The City will also reimburse the Contractor for all costs necessarily incurred prior to the stoppage of the work and paid directly by the Contractor, not including overhead, general expenses or profit. The City will not be responsible to reimburse the Contractor for any continuing contractual commitments to said Contractors or material-suppliers or penalties or damages for canceling such contractual commitments inasmuch as the Contractor shall make all subcontractors and other commitments subject to this provision.

K. Attorney's Fees

In the event any legal action is commenced to enforce or interpret the terms or conditions of this Contract, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees.

1-1.09 ORDER OF WORK

The Contractor shall provide the City with a schedule of work prior to beginning work. This schedule shall be based on working from 7:00 AM to 3:30 PM Monday through Friday except City holidays. The City is closed every other Friday, a Calendar is provided in Appendix B.

In order to reduce impacts on affected residents, all curbs and gutters (including spandrels and Cross Gutters) must be complete prior to roadway grinding and all ADA ramps and other flatwork is to be completed after paving is complete.

1-1.10 QUANTITIES

The quantities are furnished in the ENGINEER'S ESTIMATE for bidders' information only. They are not guaranteed as to accuracy. Bids will be based on the quantities of the various Contract items as listed in the Engineer's Estimate and the Bidding Schedule.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-collusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

~~2-1.015 FEDERAL LOBBYING RESTRICTIONS~~

~~Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.~~

~~If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.~~

~~A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form – LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.~~

~~The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.~~

~~The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:~~

- ~~(1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or~~
- ~~(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or~~
- ~~(3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.~~

~~2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)~~

~~Under 49 CFR 26.13(b):~~

- ~~The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.~~

~~Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).~~

~~To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.~~

~~Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.~~

~~Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.~~

~~It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:~~

~~http://www.dot.ca.gov/hq/bep/find_certified.htm~~

~~All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.~~

~~Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:~~

1. ~~100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
2. ~~60 percent counts if the materials or supplies are obtained from a DBE regular dealer.~~
3. ~~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 or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

~~You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).~~

~~A. DBE Commitment Submittal~~

~~Submit Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.~~

~~If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.~~

~~Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.~~

~~Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.~~

~~If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.~~

~~B. Good Faith Efforts Submittal~~

~~If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.~~

~~If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.~~

~~Good faith efforts documentation must include the following information and supporting documents, as necessary:~~

1. ~~Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation.~~

~~For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.~~

2. ~~Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.~~
3. ~~Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.~~
4. ~~Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.~~
5. ~~Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.~~
6. ~~List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.~~
7. ~~List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.~~
8. ~~Any additional data to support demonstration of good faith efforts.~~

~~The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.~~

~~C. Exhibit 15-G - Construction Contract DBE Commitment~~

~~Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts) Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) included in the contract documents regardless of whether DBE participation is reported. Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)~~

2-1.03 BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Bidders

2-1.04 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.05 CONTRACT AWARD If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

2-1.06 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

Attention is directed to the provisions in Section 2-1.04 "Examination of Plans, Specifications, Contract, and Site of Work", of the Standard Specifications and these special provisions.

The bidder shall examine carefully the site of the work contemplated, the PLANS and specifications, and the Bid Book forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, PLANS, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the City as shown in the bid documents, as well as from the PLANS and specifications made a part of the contract.

Where the City has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the City as to those investigations subject to and upon the conditions hereinafter set forth.

Where there has been prior construction by the City or other public agencies within the project limits, records of the prior construction that are currently in the possession of the City and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

Inspection of the records of investigations and project records may be made at the office of the City in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory in Sacramento, California.

When a log of test borings or other record of geotechnical data obtained by the City's investigation of surface and subsurface conditions is included with the contract PLANS, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.04 “Examination of Plans, Specifications, Contract, and Site of Work”, of the Standard Specifications.

In some instances, information considered by the City to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in Section 2-1.01 “Examination of Plans, Specifications, Contract, and Site of Work” and Section 6-2, "Local Materials", of the Standard Specifications.

When cross sections are not included with the PLANS, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.

When cross sections are included with the contract PLANS, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the PLANS only for the convenience of bidders and their use is subject to the conditions and limitations set forth in Section 2-1.04 “Examination of Plans, Specifications, Contract, and Site of Work”, of the Standard Specifications.

When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.

The availability or use of information described in this Section is not to be construed in any way as a waiver of the provisions of the first paragraph in Section 2-1.04 “Examination of Plans, Specifications, Contract, and Site of Work”, of the Standard Specifications; and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

The City assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the City. The City does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the City will relieve a bidder or contractor from properly fulfilling the terms of the contract.

2-1.07 CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance

of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: 746 8th Street, Wasco, CA

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

3-1.02 LICENSING AND REGISTRATION

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract ode § 10164).

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Wasco.

This work shall be diligently prosecuted to completion before the expiration of **20 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the CITY OF WASCO the sum of $700 per day, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5-1.02 PREVAILING WAGE

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

The contractor typically must pay the higher of either the State general prevailing wage rates or Federal minimum wage rates

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, is available at the http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. These wage rates are not included in the Bid Book for the project.

5-1.03 RECORDS

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

A. Direct costs of contract item work.
B. Direct costs of changes in character in conformance with Section 4-1.03B, "Work Character Changes," of the Standard Specifications.
C. Direct costs of extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

D. Direct costs of work not required by the contract and performed for others.
E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 5-1.43 "Potential Claims and Dispute Resolution," of the Standard Specifications.
F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 5-1.27, "Records," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations – The near edge of the excavation is 3.6 m or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 0.3-m deep.
3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas – Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-1.05 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California. Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

~~5-1.06 BUY AMERICA REQUIREMENTS~~

~~**Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:**~~

1. ~~Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];~~
2. ~~If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.~~

~~Production includes:~~

1. ~~Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;~~
2. ~~Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.~~

5-1.07 QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.
You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP, a copy is available upon request.

5-1.08 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

~~5-1.09 SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS~~

~~Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.~~
~~The Agency requests the Contractor to:~~

1. ~~Notify the Engineer of any changes to its anticipated DBE participation~~
2. ~~Provide this notification before starting the affected work~~

~~Maintain records including:~~

1. ~~Name and business address of each 1st-tier subcontractor~~
2. ~~Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier~~
3. ~~Date of payment and total amount paid to each business~~

~~If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.~~
~~Before the 15th of each month, submit a Monthly DBE Trucking Verification form.~~
~~If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.~~
~~Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of contract acceptance. The Agency withholds $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.~~

~~5-1.10 DBE CERTIFICATION STATUS~~

~~If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.~~

~~Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.~~

~~5-1.11 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES~~

~~DBEs must perform work or supply materials as listed in the *Construction Contract DBE Commitment* Exhibit 15-G form, included in the Bid.~~

~~Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.~~

~~The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:~~

1. ~~Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~
2. ~~You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.~~
3. ~~Work requires a contractor'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.~~
5. ~~Listed DBE's work is unsatisfactory and not in compliance with the contract.~~
6. ~~Listed DBE is ineligible to work on the project because of suspension or debarment.~~
7. ~~Listed DBE becomes bankrupt or insolvent.~~
8. ~~Listed DBE voluntarily withdraws with written notice from the Contract~~
9. ~~Listed DBE is ineligible to receive credit for the type of work required.~~
10. ~~Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.~~
11. ~~Agency determines other documented good cause.~~

~~Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:~~

~~1. 1 or more of the reasons listed in the preceding paragraph~~
~~2. Notices from you to the DBE regarding the request~~
~~3. Notices from the DBEs to you regarding the request~~

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

~~The substitute DBE must be certified as a DBE at the time of request for substitution.~~

~~Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract* DBE *Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.~~

5-1.12 SUBCONTRACTING

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and Section 2, “Bidding,” and Section 3, “Award and Execution of Contract,” of the Standard Specifications and these special provisions.
Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City/County may exercise the remedies provided under Pub Cont Code § 4110. The City/County may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor’s own employees and equipment, owned or rented, with or without operators. except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the contractor's own organization.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5-1.13 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5-1.14 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.15 PARTNERING

The City will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.16 PAYMENTS

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.16, "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.17 ENCROACHMENT PERMIT

No encroachment permit from Caltrans is required for this project. The contractor shall obtain a no cost City Encroachment permit.

Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities, the contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

District 6
1352 West Olive Avenue
Fresno, CA 93728
Voice: (559) 488-4058
Fax: (559) 445-6510

Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

5-1.18 CONTRACT BONDS

Attention is directed to Section 3-1.05, "Contract Bonds," of the Standard Specifications and these special provisions.

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

5-1.19 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 5-1.32, "Areas for Use," of the Standard Specifications and these special provisions.

The street right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned or City-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on City property may be arranged with the City Public Works Department, subject to the prior demands of City maintenance forces and to other contract requirements. Use of the Contractor's work areas and other City-owned property shall be at the Contractor's own risk, and the City shall not be held liable for damage to or loss of materials or equipment located within such areas.

5-1.20 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBa at a distance of 50 ft. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.21 GUARANTEE

GENERAL

The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications, the guarantee period starts on the relief date and ends one year therefrom.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components: and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guarantee period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the City of Wasco other than City-provided field inspection services.

The guarantee of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 5-1.47, "Guarantee," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.05/6, "Indemnification and Insurance," of the Standard Specifications.

The contract bonds furnished in accordance with Section 3-1.05, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guarantee provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

CORRECTIVE WORK

During the guarantee period, the City of Wasco will monitor performance of the facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guarantee.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guarantee period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guarantee, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guarantee in the time allotted, the Engineer may proceed to have the work performed by City forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the City of Wasco for work performed by City forces or other forces including labor, equipment, material, and special services.

PAYMENT

Full compensation for performing corrective work; and related work such as traffic control, temporary delineation, and permanent delineation, and to maintain insurance coverage and bonds, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefore.

5-1.22 PROJECT INFORMATION

The information in this section has been compiled specifically for this project and is made available for bidders and Contractors. Other information referenced in the Standard Specifications and these special provisions do not appear in this section. The information is subject to the conditions and limitations set forth in Section 2-1.07, "Job Site and Document Examination," and Section 6 "Control of Materials," of the Standard Specifications. Bidders and Contractors shall be responsible for knowing the procedures for obtaining information.

Information included in the Information Handout provided to bidders and Contractors is as follows: NONE

~~**5-1.23 BIOLOGY**~~

~~SSP 14-6.03A: The Contractor and all construction personnel must adhere to the U.S. Fish and Wildlife Service Standardized Recommendations for the Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (January 2011).~~

~~http://www.fws.gov/sacramento/es/Survey-Protocols-Guidelines/Documents/kitfox-standard-rec-2011.pdf~~

~~**5-1.24 HAZARDOUS WASTE**~~

~~Contractor shall comply with the following:~~

~~SSP 7-1.02K(6)U)(iii) Earth Material Containing Lead~~

~~Requires a lead compliance plan for soil disturbance when lead concentrations are non-hazardous~~

~~One or more of the following may be required in regards to removal of yellow traffic stripe and pavement marking depending on how the work will be done:~~

- ~~SSP 14-11.12 Remove Yellow Traffic Stripe and Pavement Marking with Hazardous Waste Residue~~
  ~~Requires proper management of hazardous waste residue and a lead compliance plan.~~

- ~~SSP 84-9.03C Remove Traffic Stripes and Pavement Markings Containing Lead~~

~~Requires a lead compliance plan for removal when residue is definitely non-hazardous. Used for new yellow paints and all other colors of paint.~~

SECTION 6 – 7. (BLANK)

SECTION 8. MATERIALS

8-1.01 AGENCY-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "Department-Furnished Materials," of the Standard Specifications and these special provisions. The Contractor shall notify the Engineer not less than 48 hours before Agency-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

The following materials MAY be furnished to the Contractor, at the discretion of the City of Wasco: NONE

SECTION 9. (BLANK)

SECTION 10. (CONSTRUCTION DETAILS)

10-1.01 GENERAL

The Contractor's attention is directed to Section 5-1.36, Property and Facility Preservation, of the Standard Specifications and these Special Provisions.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and in accordance with the provisions of Section 5-1.36D of the Standard Specifications, he will be liable to owners of such facilities and improvements for any damage or interference with service resulting from his operations. The Contractor shall ascertain the exact locations of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services of utilities and the Contractor shall cooperate with such forces and conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of work. A copy of this notification letter must also be sent to the City Engineer: *Palmetto Engineering, 4300 Ashe Road, Suite 103, Bakersfield, CA 93313*. Contractor shall also post "Temporary No Parking" signs, a minimum of 48 hours prior to the commencing of demolition or construction activities on the street adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be repaired or replaced at Contractor's expense if damage is done.

In the event that vehicles are on the street at the time construction is to begin, the contractor shall take appropriate action to notify the owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and the owner is not capable of moving the vehicle, the contractor shall inform the Project Engineer, who will notify the CITY OF WASCO Police Department to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the Project Engineer, for the required 48 hour time period. Removal of said signs by the property owners or vandals will not constitute Non-compliance with this section.

The Contractor will be held responsible for any damage he may do to existing installations that are to remain in place.

The Contractor shall ensure that all striping and road markings are repainted with paint as specified on the plans.

All property to remain shall be properly protected from injury or damage. Should any such property be damaged, it shall be repaired and/or replaced with material, fixtures, or equipment of the same kind, quality and size or better.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore.

10-1.02 CONTROL OF WORK

Order of work shall conform to the provisions in Section 5, "Control of Work," of the Standard Specifications and these special provisions.

10-1.03 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

A. Date,
B. Federal Aid number (if applicable),
C. Contract number, district, county, route and kilometer post of project limits,
D. Company name of certifying vendor, street address, city, state and zip code,
E. Printed name, signature and title of certifying person; and
F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway dept/road_hardware/listing.cfm?code=workzone

The Department also maintains this list at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 45 kg or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefore.

10-1.04 CONSTRUCTION AREA SIGNS

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Temporary Traffic Control Devices," of the Standard Specifications and these special provisions.

One C18 sign and One C13 sign shall be posted on each approach/departure from the construction work area. Locations of the signs shall be approved by the Engineer.

Signs may be ported on temporary post supported by cross braces, rather than by digging holes for posts. Where such cross braces are used, no braces shall extend into the traveled way or a sidewalk.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

Underground Service Alert- Northern California (USA)	Telephone: 1 (800) 227-2600
Underground Service Alert- Southern California (USA)	Telephone: 1 (800) 422-4133

All excavation required to install construction area signs shall be performed by the hand methods without the use of power equipment; except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

Construction area signs shown on the plans, except those signs required for traffic control system for lane closure and unless otherwise specified in the special provisions, will be paid for on a lump sum basis, which lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans.

Full compensation for furnishing, erecting, maintaining and removing any additional construction area signs the Contractor may deem necessary will be considered as included in prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

10-1.05 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control Devices," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

The Contractor will not be allowed to close streets. One lane of through traffic shall be maintained at all times with appropriate Signage, Personnel and safety equipment to safely direct traffic through the construction area, unless the contractor submits to the Public Works Director a proposed detour plan.

Detour plan shall meet the criteria for detour plans as shown in the latest edition of the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Zones. The City Engineer, and the Director of Public Works; shall approve Detour Plan, copies shall be sent to the City of Wasco Police Department and Local Fire Agencies and Emergency Organizations, i.e. Hospitals and Ambulance services, and the California Highway Patrol. Said Detour Plan shall clearly state the dates and times of closure. Closures shall only be allowed during working hours, and the roadway shall be made passable for passenger type vehicles at the close of the work each day.

The Contractor shall be responsible for all barricades, delineators, cones, reflective media, signs and other traffic control measures necessary for the safe control of traffic and protection of the work.

The Contractor shall notify in writing all residents, commercial establishments and others affected by the construction, 5 days prior to the beginning of construction.

The Contractor shall also place "TEMPORARY NO PARKING" signs, in the areas of construction a minimum of 48 hours prior to beginning work for, AC Paving, and Curb and Gutter Replacement, as necessary for striping and placement of signs.

The Contractor is responsible for the repair of any damage done by emergency or other vehicles, inadvertent or not.

The Contractor shall review with the City Engineer, Project Engineer, Director of Public Works and the Chief of Police, his proposed method of barricading and signing in the field and shall comply with any request they may make. Said review shall be at least 48 hours in advance of construction. Contractor shall also notify in writing the City Engineer, the City Police, Fire and County Fire Departments, and Sheriffs Department of his proposed construction schedule.

The contractor shall provide a traffic control plan to the City for review and approval prior to commencement of work on roadways.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 6 ft of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 24-ft intervals to a point not less than 24 ft past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48in x 48in in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

A minimum of one traffic lane, not less than 11 ft wide, shall be open for use by public traffic in each direction of travel.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore.

10-1.06 EXISTING ROADWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, “Existing Facilities,” of the Standard Specifications.

10-1.07 PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

Protection: The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

Notice to Property Owners and Tenants: The Contractor shall give a written notice to all property owners adjacent to and affected by his work at least five (5) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by his operations.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct his operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified elsewhere in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Damaged or injured plants shall be removed and disposed of.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

10-1.08 UTILITIES

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or tearing up of the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

10-1.09 PEDESTRIAN ACCESS

Pedestrian access shall be maintained on all existing crosswalks and all existing wheelchair ramps during construction. If the Contractor's operations require the closure of one walkway, then another walkway shall be provided nearby, off the traveled roadway.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct his operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore

10-1.10 REMOVE ROADSIDE SIGNS

All details and dimensions for roadside signs and the installation thereof shall conform to the current State of California, Department of Transportation, Sign Specifications, Traffic Manual, Standard Specifications, Standard Plans, and these special provisions.

Existing roadside signs and posts, at locations shown on the plans, shall be removed, relocated, or salvaged as shown on the plans or as directed by the Engineer.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location, and shall be placed in a manner to allow sufficient width for ADA access.

New roadside signs and posts, or other alternate mountings as shown on the plans, shall be installed at the locations shown on the plans or as directed by the Engineer. New and relocated signs shall be installed on appropriately sized perforated square posts with an anchor sleeve as directed by the Engineer.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Full compensation for relocating or removing existing roadside signs or for furnishing and installing new roadside signs shall be considered as included in the contract price paid and no additional payment will be made therefore.

10-1.11 REMOVE CONCRETE

Concrete, designated on the plans to be removed, shall be removed and disposed of.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut in a neat line to a full depth with a power driven saw before concrete is removed.

Full compensation for removing concrete shall be considered as included in the contract price paid and no additional payment will be made therefore.

10-1.12 REMOVAL OF EXISTING PAVEMENT MATERIAL

The existing surface of the roadway is to be reconstructed as shown on the plans. Payment for removal and disposal of the existing surface shall be considered as included in the bid item and no additional payment will be made therefore.

10-1.13 COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans in accordance with these special provisions. Cold planning machines shall be equipped with a cutter head not less than 30 inches wide and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation. The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way.

Prior to cold planing, the Contractor shall ascertain the exact location of any inductive loop vehicle detectors and their respective loop conductors. The Contractor shall immediately notify the Engineer of any loop conductors which interfere with the planned construction. Cold planing shall not be allowed more than ten working days in advance of paving and, unless otherwise authorized by the Engineer, all cold planing shall be completed prior to placing asphalt concrete. Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be utilized as shoulder backing material.

Where transverse joints are planed in the pavement at conform lines, no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete taper shall be constructed. The asphalt concrete shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including removing all loose material from the underlying surface, before placing the permanent surfacing.

Planing asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface planed irrespective of the number of passes required. Full compensation for furnishing temporary asphalt concrete tapers and for constructing, maintaining, removing and disposing of the tapers shall be considered as included in the contract price paid per square yard for Cold Plane Asphalt Concrete Pavement and no additional compensation will be allowed therefor. The contract price paid per square foot for Cold Plane Asphalt Concrete Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in planing asphalt concrete surfacing and disposing of material removed at a location determined by the Contractor, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.
No adjustment of unit price will be made for any increase or decrease in the quantity of Cold Plane Asphalt Concrete Pavement, regardless of the reason for such increase or decrease. The provision in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications shall not apply to the item of Cold Plane Asphalt Concrete Pavement.

10-1.14 SUB-GRADE

Sub-grade of re the roadway reconstruction areas shall be prepared in accordance with Section 19-5 of the Standard Specifications. Additionally the top 12" of sub-grade under curb and gutter, sidewalk, and curb ramps to be compacted to 95% relative density and tested with California Test 216 or ATSM test method (current edition) D1557. One compaction test shall be taken in each lane direction at least every 250 feet and/or at locations designated by the Engineer.

The City of Wasco shall pay for all initial compaction testing all costs incurred for any additional testing due to failed tests shall be the responsibility of the contractor and shall be withheld from the retention payment to be disbursed to the Soils Testing Lab.

Unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas shall be excavated and disposed of as directed by the Engineer. Unsuitable material is defined as material the Engineer determines to be:

(a) Of such unsuitable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or

(b) Too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
(c) Otherwise unsuitable for the planned use.

The presence of excessive moisture in a material is not, by itself, sufficient cause for determining that the material is unsuitable. The removal and disposal of such unsuitable material will be considered as part of the cost of the roadway excavation for the quantities involved and no other compensation for payment will be allowed. When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned used. Such suitable material shall be placed and compacted in layers as hereinafter specified for constructing embankments.

Payment for compaction of sub-grade shall be considered as included in the contract price per cubic yard no additional payment will be made therefore.

10.1-15 CLASS II AGGREGATE BASE

The Class II Aggregate Base shall conform to Section 26 of the Standard Specifications. This work shall consist of furnishing, spreading and compacting aggregate bases as specified in the Standard Specifications, to the limits and section as shown on the plans. Aggregate base should meet the specification of Class 2 Aggregate Base, or equivalent (State of California Standard Specifications, Section 26). Aggregate base should be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM Test Method D1557.

The CITY OF WASCO shall pay for all initial compaction testing of Class II Aggregate Base, all costs incurred for any additional testing due to failed tests shall be the responsibility of the contractor, and shall be withheld from the retention payment to be disbursed to the Soils Testing Lab.

Class II Aggregate Base shall be included in the various items of work requiring its placement. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the class II aggregate base complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

10-1.16 HOT MIX ASPHALT CONCRETE

Asphalt concrete shall be Type B and shall conform to the provisions in Section 39, "Hot Mix Asphalt Concrete," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type B asphalt concrete shall be PG Grade 64-10 and shall conform to the provisions in "Asphalt" of these special provisions.

The aggregate for Type B asphalt concrete shall conform to the 12.5-mm (1/2-inch) maximum, medium grading specified in Section 39-2.02B(4)(b), "Aggregate," of the Standard Specifications.

The asphalt content of the asphalt mixture will be determined in conformance with the requirements in California Test 379, or in conformance with the requirements in California Test 382.

Asphalt must be loaded into the paver with a material transfer vehicle (pick-up machine). **Loading hot mix asphalt straight into the hopper of the paver will not be permitted**.

Tack coat shall be applied per section 39-2.01C(3)(f)

Apply tack coat:
1. To existing pavement, including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
   3.1. Curbs
   3.2. Gutters
   3.3. Construction joints

Before placing HMA, apply tack coat in 1 application. The application rate must be the minimum residual rate specified for the underlying surface conditions shown in the following tables:

Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G

HMA overlay over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
PCC and existing HMA (AC) surfaces	0.03	0.04	0.03
Planed PCC and HMA (AC) surfaces	0.05	0.06	0.04

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.03, "Construction," of the Standard Specifications.

Hot mix asphalt concrete Type B will be measured by the ton of completed mixture in accordance with the provisions of Section 9-1.02 "Measurement", of the Standard Specifications.

Immediately after completion of final compaction of the finished asphalt concrete, the contractor shall place temporary striping tape to indicate centerline, lane line location, and stop limit lines. One 4" (100 mm) length piece of 3" (75mm) wide, reflectorized white foil tape shall be placed at approximately 20 ft. (6 m) on center for lane delineation, and two 4" (100 mm) length pieces of 3" (75mm) wide yellow reflectorized foil tape shall be placed parallel and 3" (75 mm) apart to delineate no passing line.

Asphalt concrete shall be paid for at the Contract unit price per ton **up to the theoretical maximum,** additional tonnage will not be compensated. The theoretical maximum shall be measured and agreed upon by City and contractor and contractor prior to paving. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the asphalt concrete complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

10-1.17 CONCRETE CURBS AND SIDEWALKS

This work shall consist of constructing concrete curbs, gutters, sidewalks, gutter depressions, island paving, curb ramps (wheelchair ramps), and driveways, of the form and dimensions shown on the PLANS, and shall conform to the provisions of Section 73, “Concrete Curbs and Sidewalks,” of the Standard Specifications and these special provisions.

This work shall be constructed of minor concrete conforming to the provisions in Section 90-2, "Minor Concrete," except as follows:

1. The maximum size of aggregate used for extruded or slip-formed curb construction shall be at the option of the Contractor, but in no case shall the maximum size be larger than one inch nor smaller than $^{3}/_{8}$-inch.
2. Minor concrete shall be “Kern County Class A”, 1-1/2-inch maximum aggregate size, containing not less than 564 pounds of cementitious material per cubic yard of concrete (6-sack mix). The compressive strength of the concrete shall be at least 3,000 psi at 28 days. The slump shall not be more than 4 inches.

Curbs, gutters, sidewalks, gutter depressions, island paving, curb ramps and driveways shall be constructed by using fixed forms, except that curbs, not on structures, may be constructed by using an extrusion machine or a slip-form paver, and sidewalks, not on structures, may be constructed by using a slip-form paver.

Where the PLANS provide for the reconstruction of a portion of an existing curb, gutter, sidewalk, driveway or curb ramp the existing section and the adjacent street paving shall be sawcut to full depth of the existing structure, with an abrasive type saw at

the first scoring line at or beyond the planned joint and the entire section to be reconstructed shall be removed. The new curb, gutter, sidewalk, driveway or curb ramp shall join the old work at this line.

Quantities of concrete shown in the Engineer's Estimate, in curb ramps will be paid for at the contract price per individual items. Driveways will be paid for at the contract price per square foot. Curbs, gutters, gutter depressions, and island paving will be paid for at the contract price per linear foot. Sidewalks will be paid at the contract price per square foot.

The above prices and payments shall include full compensation for furnishing all labor, materials (including adhesive, or reinforcing steel and dowels for anchoring curbs to existing pavement), tools, equipment, and incidentals, and for doing all the work involved in constructing curbs, gutters, sidewalks, gutter depressions, island paving, curb ramps and driveways, complete in place, including subgrade preparation, saw-cutting existing concrete and pavement, removal and disposal of existing concrete and pavement, application of pigmented curing agent per Section 90-1.03B(3) of the Standard specifications, pavement patch, and repair of the structural section of the street adjacent to the new work, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

10-1.18 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications and these special provisions.

References to Section 90-2, "Portland Cement," of the Standard Specifications shall mean Section 90-2, "Minor Concrete," of the Standard Specifications.

Mineral admixture shall be combined with cement in conformance with the provisions in 90-1.02E, "Admixtures," of the Standard Specifications for the concrete materials specified in Section 56-3, "Standards and Poles," of the Standard Specifications.

The requirements of Section 90-1.02E, "Admixtures," of the Standard Specifications shall not apply to Section 19-3.02F(3), "Soil Cement Bedding," of the Standard Specifications.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.02, "Materials," or Section 90-1.02E, "Admixtures," of the Standard Specifications and shall conform to the following:

A. The minimum amount of cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:

1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by weight, the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
2. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 25 percent by weight of the total amount of cementitious material to be used in the mix.
3. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by weight of the total amount of cementitious material to be used in the mix.
5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B, "Supplementary Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by weight of the total amount of cementitious material to be used in the mix.

C. The total amount of mineral admixture shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. Where Section 90-1.02, "Materials", of the Standard Specifications specifies a maximum cementitious content in pounds per cubic yard, the total weight of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.

Unless otherwise specified, mineral admixture will not be required in portland cement concrete used for precast concrete girders.

~~10-1.19 CEMENT TREATMENT~~

~~This work consists of mixing in place material, cement and water, and spreading and compacting the mixture to the lines, grade and dimensions shown on the plans and as specified in these special provisions.~~
~~Prior to the first day of soil-cement production, it is advisable to perform a laboratory determination of the maximum dry density and optimum moisture content in order to have a preliminary indication of relative compaction. Determine the maximum density and optimum moisture content of the cement treated soil in accordance with ASTM D 1557. Following the first day's production, these values can be determined from field mixed soil-cement; samples to be taken after final mixing and prior to initial compaction. The cement content of the completed mixture shall be 6 percent by weight of the in-place dry material. For estimating purposes, an in-place dry unity weight of material of 125 pcf should be used.~~

~~The Engineer may order an increase or decrease in the amount of specified cement content. If such increase or decrease is ordered, the compensation payable to the Contractor for cement treatment will be increased or decreased on the basis of the cost of cement per ton, f.o.b. the cement mill (including sales tax) plus the freight cost per ton, a cash or trade discount offered or available will be credited to the State notwithstanding the fact that the discount may not have been taken by the purchaser.~~

~~The Contractor shall furnish the Engineer satisfactory evidence of the cost of cement used on the project during the period involved in the ordered change in cement content. The Contractor shall maintain recorders that enable a clear determination of the cost of cement used during the period. The Contractor's records pertaining to the cost of cement shall be open to inspection or audit by Departmental representatives during the life of the contract and for no less than 3 years after completion thereof. The Contractor shall retain the records for that period.~~

~~If the price of cement as determined from the Contractor's records is, in the opinion of the Engineer, excessive or if the Contractor does not furnish satisfactory evidence of the cost of cement, the Engineer will determine the price to be the lowest wholesale cost at which cement would be available in the quantities concerned delivered to the job site, less discounts available. No additional adjustment of compensation will be made for variations in the cost of work resulting from the change in the quantity of Portland cement.~~

~~The cement content of samples, after establishing the spread rate in the first 500 feet of each days operation, shall be taken a minimum of once every 1000 feet from the mixtures spread on the roadbed. The cement content of the samples shall bot vary above or below the specified cement content more than one percent of the weight of the dry material as determined by California Test 228.~~

~~Cement shall be Type II Portland cement conforming to the provisions in Section 90-1.02B(2), "Cement," of the Standard Specifications. Mineral admixtures shall not be substituted for cement. Water shall conform to the provisions in Section 90-1.02D, "Water," of the Standard Specifications. Material to be treated shall be scarified and thoroughly broken up by means of equipment~~

~~constructed and operated to leave an undisturbed plan at a uniform depth below the surface shown on the typical cross section. Precautions shall be taken to avoid forming furrows of loosened material below the referenced plane and to obtain a uniform condition of the material for the full width to be treated.~~

~~Material other than rock shall be broken up so that the broken pieces will pass a one-inch sieve. Before the addition of cement and water to the material, rocks greater than 2-1/2 inches in size shall be removed and the cost of removing rocks will be paid for as extra work as provided in Section 4-1.05, "Extra Work," of the Standard Specifications. The material shall then be shaped to conform to the typical sections, lines and grades as shown on the plans prior to the addition of cement. The blanket shall be limited to the size of material that can be passed through the mixing machine at each operation. Cement shall not be spread upon the prepared material more than 4 hours ahead of the road mixing operation. Cement shall be uniformly spread by mechanical equipment in the amount necessary to meet the cement content requirements. The rate of cement spread per linear foot of windrow or blanket shall not vary more than 10 percent from the designated rate. No traffic other than the mixing equipment will be allowed to pass over the spread cement until after completion of mixing. Mixing of the soils, cement, and water will be performed using a four wheel drive rotary mixer (CMI RS 650, CAT 500 or equivalent). The mixing machine has equipment provisions for introducing water at the time of mixing through a metering/pump device and automatic elevation/depth controls.~~

~~The automatic depth controls shall be set to the Engineer's specified depth of treatment. The machine will be set into the ground on the grade and lowered to controlled depth. Using a standard measuring tape, the depth will be measured and compared to the Engineer's specified depth. The depth control may be adjusted, if necessary, to achieve the specified depth of treatment. The depth of treatment will be checked, throughout the day.~~

~~Phenolphthalein, a color-sensitive pH indicator solution, is used to indicate the presence of cement in the soil. The soil will attain a pinkish color with a pH on the order of 10. A trail test on the natural or untreated soil by spraying the solution onto the soils shall be performed. Typically there is not charge in color with the application of the solution to the natural soil.~~
~~After an initial mix, a test pit through the treated layer and into the natural soil shall be excavated; the phenolphthalein solution shall be sprayed along the face of the excavation to determine the degree of uniformity and pulverization. The presence of streaks or pockets of cement or non-uniformity of color reaction is considered evidence of inadequate mixing. The depth of treatment shall be confirmed.~~

~~The resulting mixture shall be uniform and more than one pass of the equipment through the material may be required. If equipment is used that requires more than one pass and cement is applied in a dry state, at least one pass shall be made before mixing water is added to the material. The treated mixture shall be spread to the required planned width, grade and cross section. The mixture may be spread and compacted in one layer.~~

~~Cement treated material shall be compacted to a relative compaction of not less than 95 percent. In-place density of cement treated soils may be controlled relative to the wet density of the laboratory determined moisture density relation. Because moisture is a critical element in the stabilization process, testing by this method allows for relative compaction to be achieved at higher moisture contents. Remove material that does not meet density requirements. Remove areas that lose required stability, compaction or finish. Replace with cement treated mixture and compact and test in accordance with density control methods. Costs associated with retesting failed tests will be deducted from contractor payment.~~

~~The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no less than 93 percent relative compaction.~~

~~Perform sand cone test methods as correlation tests to assess the accuracy of the nuclear gauge for determination of the in-place field density and moisture content. Adjust wet densities and moistures from the nuclear gauge as necessary to correlate with the results from the sand cone methods.~~

~~Not more than 2 hours shall elapse between the time water is added to the material and cement and the time of completion of initial rolling. Not more than 3 hours shall elapse between the time water is added to the material and cement and the time of completion of final compaction after trimming. Compacting equipment shall be adequate to produce the required compaction within the operation time limits specified.~~

~~Rolling shall be performed in such a manner that the finished surface shall be true to the required grade and cross section within the surface tolerance specified. Areas inaccessible to rollers shall be compacted to the required compaction by other means satisfactory to the Engineer.~~

~~The finished surface of cement treated material shall not vary more than 0.08 foot above or below grade established by the Engineer. The thickness of cement treated materials shall not be more than 0.05 foot thinner than the planned thickness at any point.~~

~~Areas where cement treatment has been performed shall be cured in conformance with the provisions in Section 90-1.03B(3), "Curing Compound Method," of the Standard Specifications, for the first 24 to 48 hours prior to microcracking. Water used to keep the surface moist shall be applied without driving equipment over the cement treated material.~~

~~Microcracking operations shall commence after 36 to 48 hours of the moist curing period. Microcracking of the concrete treated material shall be accomplished by using a 12 ton steel wheel vibratory roller, traveling at a speed of approximately 2 mph and vibrating at maximum amplitude (or as directed by the Project Engineer). The section shall have 100% coverage exclusive of the outside 1 foot so as to induce minute cracks in the concrete treated material. Additional passes of the steel roller may be required to achieve the desired crack pattern as determined by the Project Engineer. It is anticipated that the roller will have to make between 1 to 4 passes to achieve the required microcracking.~~

~~After microcracking, areas where cement treatment has been performed shall be cured as provided for cement treated base in Section 27-12.03I, "Curing," of the Standard Specifications. No equipment or traffic shall be permitted on the cement treated material during the first 3 days after applying the curing compound, unless otherwise permitted by the Engineer.~~

~~Full compensation for applying a curing compound, in curing areas where cement treatment has been performed shall be considered as included in the contract price paid per square yard for cement treatment and no separate payment will be made therefore. Cement treatment will be measured by the square yard. The area in square yards will be determined from measurement of the finished surface of cement treated material. The measurement will be made parallel to the ground slope.~~

~~The contract price paid per square yard for cement treatment for the thickness specified shall include full compensation for furnishing all labor, materials (including cement in the amount specified), tools, equipment, and incidentals, and for doing all the work involved in mixing, spreading, compacting cement treatment, and microcracking, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.~~

~~10-1.20 SHOULDER BACKING~~

~~This work shall consist of constructing shoulder backing adjacent to the edge of the new surfacing, sidewalks, and curb ramps in accordance with the details shown on the plans and these special provisions. Material for shoulder backing shall consist of native material, imported material or a combination of native material mixed with imported material. Native material shall be bladed or graded from areas adjacent to the shoulder backing as determined by the Engineer or as shown on the plans.~~
~~When there is a contract item for Imported Material (Shoulder Backing), imported material shall be used to construct shoulder backing, or mixed with native material to construct shoulder backing, only where directed by the Engineer or shown on the plans.~~
~~Reclaimed or recycled materials that must be manifested, controlled, tracked, or in any way monitored, tested or reported after placement after in embankments shall not be allowed as imported material on this project. Any other reclaimed or recycled materials proposed for use as imported material shall be subject to approval of the Engineer.~~
~~Imported material shall conform to the following grading when tested in accordance with California Test 202:~~

~~Sieve Sizes~~	~~Percentage Passing Test Results~~
~~1"~~	~~100~~
~~No. 4~~	~~40 – 100~~
~~No. 200~~	~~20 – 40~~

~~The areas where shoulder backing is to be constructed and areas where native material is to be obtained for shoulder backing shall be cleared of all weeds, grass and debris. Removed weeds, grass and debris shall be disposed of outside the highway right-of-way in accordance with the provision in Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.~~

~~Shoulder backing material shall be thoroughly mixed with the basement material by scarifying or balding and then watered and rolled to form a smooth, firmly compacted surface. Watering shall conform to the provisions in Section 10-6, "Watering", of the Standard Specifications. In addition, the mixed shoulder backing shall maintain surface shape when tested by traversing with suitable construction equipment as directed by the Engineer.~~

~~Shoulder backing material shall not be deposited on the new surfacing prior to placing it in final position, nor shall it be bladed onto the new surfacing during mixing, watering and blading operations. Shoulder backing construction along the edges of any portion of new surfacing shall begin on the first working day after paving that portion, be continuous until completed, and be completed within five (5) working days thereafter. Failure to complete the work described above within the specified time limit shall be considered as refusal on the part of the Contractor to comply with the provisions of this contract; in which case, the Contractor shall immediately suspend all work in conformance with Section 8-1.06, "Suspensions," of the Standard Specifications. Upon suspension of work, the Contractor shall construct temporary paving tapers, not to exceed 3% maximum slope, along the transverse edge at the end of each lane where paving is incomplete. The temporary paving tapers shall remain until such time as the shoulder backing construction has been completed.~~

~~Shoulder backing will be measured by the station along each edge of surfacing where shoulder backing is constructed. A station shall be considered 100 feet. The length of Shoulder Backing to be paid for will be determined from actual measurement, or calculated from centerline stationing or post mileage as determined by the Engineer.~~

~~The contract price per station for Shoulder Backing shall include full compensation for furnishing all labor, materials (except for imported material), tools, equipment, and incidentals, and for doing all the work involved in constructing Shoulder Backing, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.~~

~~When there is a contract item for Imported Material (Shoulder Backing), quantities of imported material will be measured by the ton and the quantity to be paid for will be determined as provided in Section 9-1.02, "Measurement," of the Standard Specifications.~~

~~The contract price paid per ton for Imported Material (Shoulder Backing) shall include full compensation for furnishing, hauling and depositing imported material for shoulder backing as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. If not specified as a contract item it shall be considered as included in the contract price paid and no additional payment will be made therefore.~~

10-1.21 MISCELLANEOUS DRAINAGE FACILITIES

This item shall consist of *miscellaneous drainage facilities including cross gutters (x-gutters), drain pipe, manholes, entrance structures, and catch basins* constructed in accordance with these Special Provisions at the specified locations in accordance with the dimensions, lines and grades as shown on the PLANS.

The Contractor shall provide test results and manufacturer's certificates of compliance for prequalification of all materials used in this subsection.

CONCRETE. Plain and reinforced concrete shall meet the requirements of Section 90, "Concrete", of the Standard Specifications, except as modified herein. Concrete shall be "Kern County Class A", 1-1/2-inch maximum aggregate size, containing not less than 564 pounds of cementitious material per cubic yard of concrete (6-sack mix). The compressive strength of the concrete shall be at least 3,000 psi at 28 days. The slump shall not be more than 4 inches.

REINFORCEMENT. Reinforcement shall conform to the provisions in Section 52, "Reinforcement" of the Standard Specifications.

DRAIN PIPE. If type is not specified on the PLANS, drain pipe shall be Class IV reinforced concrete pipe conforming to Section 65 "Concrete Pipe", of the Standard Specifications, PVC Drain Pipe, or corrugated polyethylene with smooth interior wall and conforming to AASHTO M 294 requirements.

Reinforced concrete pipe and corrugated polyethylene pipe shall be rated for H-20 loading with 1-foot of cover.

CATCH BASINS, CROSS GUTTER, AND MISCELLANEOUS DRAINAGE STRUCTURES. Catch basins, cross gutters, and other miscellaneous drainage structures shall conform with the details shown on the PLANS. Catch basins may be cast-in-place or precast. Catch basins shall be equipped with base and extenders as needed and shall be supplied with galvanized frames and grates, rated for H-20 loading. Catch basin modifications shall include adjusting existing catch basins to grade, modification of existing catch basins to accept new pipe, or other modifications as shown on the PLANS. New H-20 rated galvanized frames and grates shall be provided when existing grate elevations are modified.

PREPARING SUBGRADE. Excavation shall be made to the required width and depth, and the subgrade upon which the item is to be built shall be compacted to a firm uniform grade. All soft and unsuitable material shall be removed and replaced with suitable approved material. When required, a layer of approved granular material, compacted to the thickness indicated in the PLANS, shall be placed to form a subbase. The underlying course shall be checked and accepted by the Engineer before placing as spreading operations are started.

PLACING CONCRETE. The forms and the mixing, placing, finishing, and curing of the concrete shall conform to the requirements of Section 90, "Concrete", of the Standard Specifications and shall be in accordance with the following requirements.

The concrete shall be tamped and spaded until it is consolidated and mortar entirely covers and forms the top surface. The surface of the concrete shall be floated smooth and the edges rounded to the radii shown on the PLANS. Before the concrete is given the final finishing, the surface shall be tested with a 10-foot straightedge, and any irregularities of more than 1/4-inch in 10 feet shall be eliminated.

The concrete shall be placed with dummy-grooved joints not to exceed 15 feet apart, except where shorter lengths are necessary for closures, but no section shall be less than 4 feet long.

Expansion joints of the type called for in the PLANS shall be constructed to replace a dummy groove at spacings of approximately 30 feet or as shown on the PLANS. When the gutter is placed next to concrete pavement, expansion joints in the gutter shall be located opposite expansion joints in the pavement. When the gutter abuts a pavement or other structure, an expansion joint shall be placed between the gutter and the other structure.

Forms shall not be removed within 24 hours after the concrete has been placed. Minor defects shall be repaired with mortar containing 1-part cement and 2-parts fine aggregate.

The operations of depositing, compacting, and finishing the item shall be constructed so as to build a satisfactory structure. If any section of concrete is found to be porous, other than minor defects which may be plastered, or is otherwise defective, it shall be removed and replaced by the Contractor without additional compensation.

BACKFILLING. After the concrete has set sufficiently, the spaces adjacent to the structure shall be refilled to the required elevation with material specified on the PLANS and compacted by mechanical equipment to at least 95 percent of the maximum density as determined by ASTM D 1557. The in-place density shall be determined in accordance with ASTM D 1556 or ASTM D 2157. In paved areas, the pavement shall be replaced to a depth equal to the existing or as shown on the PLANS.

INSTALLING PIPE. Pipe shall be located as indicated on the PLANS. Installation shall be in conformance with Section 65 “Reinforced Concrete Pipe”, of the Standard Specifications, unless otherwise shown on the PLANS.

The quantity of catch basins and outlet/inlet structures to be paid for shall be each unit installed and accepted as shown on the PLANS. Storm drainpipe shall be measured per linear foot. Pipe measurement shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. No separate measurement will be made for flared end sections or catch basin aprons.

Payment shall be made at the Contract price per each catch basin, per linear foot for each type of drainpipe, and by the square foot for each cross gutter. Said payment shall include excavation, backfill and full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the concrete work, complete in place, as shown on the PLANS. No separate payment shall be made for flared end sections or catch basin aprons. All costs for flared end sections shall be included in the price paid for storm drainpipe. Catch basins, inlet, and outlet structures shall be paid for under the appropriate lump sum bid item.

10-1.22 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING

Painted traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Markings," of the Standard Specifications and these special provisions.

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

Retroreflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m^{-2} lx^{-1}. Yellow painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m^{-2} lx^{-1}.

Traffic stripes and all markings shall be per CALTRANS standards as noted on the plans.

Contractor to place street centerline striping, lane line striping, limit lines, directional arrows and crosswalks as shown on the plans.

Any existing pavement striping and markings indicated on the plans to remain unmodified, which are destroyed by the Contractor shall be replaced by the Contractor. Payment for such items shall be included in the various items of work and no separate payment will be made therefore.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, “Public Safety”, of the Standard Specifications.

Payment for any striping, marking & signage shall be considered as included in the contract price paid for each of these bid items and no additional payment will be made therefore.

10-1.23 ADJUST FRAME AND COVER TO GRADE

Frames and covers of existing manholes shall be adjusted to final finished grade in accordance with the provisions in Section 15 "Existing Facilities," of the Standard Specifications, these special provisions, and the City Standards. **Existing frame covers shall be demolished and the encasement lowered as necessary prior to any roadway excavation or cold-planing activities**. Special care shall be taken to ensure that dirt, debris, or other materials are not allowed to enter the affected utility. Any material that does enter the affected utility must be immediately removed at contractor expense.

Existing manhole frames and covers, if salvaged undamaged, may be reused. If damaged, a new frame and cover shall be furnished. Full compensation for furnishing new cast iron frame and cover for sewer and drainage manholes shall be considered as included in the various Contract price paid and no additional allowance will be allowed.

10-1.24 ADJUST SURVEY MONUMENT OR WATER VALVE BOX

Existing frames and covers, if salvaged undamaged, may be reused. If damaged, a new frame and cover shall be furnished. Existing survey monuments to remain undisturbed, if disturbed, contractor to be responsible for the resetting of monuments by qualified individual. Existing frame covers shall be demolished and the encasement lowered as necessary prior to any roadway excavation or cold-planing activities. Special care shall be taken to ensure that dirt, debris, or other materials are not allowed to enter the water valve encasement that might impede the valve's ability to be exercised.

Full compensation for furnishing new cast iron frame and cover for survey monuments, and resetting of survey monuments if needed shall be considered as included in the various Contract price and no additional allowance will be allowed therefore.

10-1.25 DUST CONTROL

Dust control shall conform to the provisions of Section 18 of the Standard Specifications and these special Provisions. Full compensation for dust control shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

10-1.26 CONTRACT ITEMS OF WORK

Contract items of work are described herein, including the method of measurement and payment.

This section specifies the method of measurement and payment for this Contract. Any method of measurement and payment described in the Standard specifications in conflict herewith is declared null and void.

It is intended herein that compensation for the entire work is to be accomplished through the combination of the various Contract pay items of work and compensation outside of these Contract items will not be allowed except for extra work ordered in writing by the City. In preparing this bid, the Contractor is enjoined to be diligent in making sure that all of his costs are covered by the Contract items of work.

Attention is directed to the bidding schedule. The Contractor is to indicate unit price bid and total price bid for the estimated quantities as shown.

10-1.27 ROADWAY FINISHING

Surplus material, tools and temporary structures shall be removed by the Contractor and all excess dirt, rubbish and excess earth from excavations shall be removed and disposed of by the Contractor at the end of each day. Work site to be left in a safe condition at all times. Payment for roadway finishing to include shoulder backing shall be considered as included in the various items of work and no additional allowance will be allowed therefore. Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway", of the Standard Specifications and these special provisions.

In addition to the conditions, provisions and requirements of Section 22-1.03, "Construction", of the Standard Specifications, the following shall apply:

> The Contractor shall remove, from all affected areas, whether inside or outside the project limits, all excess and/or objectionable material originating within the project limits and transported by public traffic or by the Contractor's operations.

The Contractor may use any method, approved by the Engineer that does not create a dust problem to remove the excess and/or objectionable material from the affected areas. However, in residential areas, when a broom is used, a self-contained, pick-up type, power broom with water distribution system shall be used. The Contractor shall water test paved areas for ponding and flow prior to acceptance. Areas requiring mediation will be done at the contractor expense, and approved by the city engineer.

10-1.29 PAYMENT

The method of payment for each item of work is described in Section 9 of the Standard Specifications.

Progress payments shall be payment for amount of work completed to the 20th of each month. All work in not fully completed, but in progress, shall be discussed with the contractor and assessed by the Project Engineer, and shall be paid for on a percentage of completion or quantities completed basis. Progress payments shall be made to the Contractor upon approval of the City.

SECTION 11 – 13. (BLANK)

BIDDING DOCUMENTS

CITY OF WASCO
DEPARTMENT OF PUBLIC WORKS

BID BOOK

FOR

BIRCH AVENUE DRAINAGE REPAIR

For use in connection with construction projects administered under the Standard Specifications Dated 2010 and Standard Plans Dated 2010 of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bid Opening Date: October 8, 2020

INCLUDE WITH BID

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

(DO NOT DETACH)

PROPOSAL TO THE CITY OF WASCO

DEPARTMENT OF PUBLIC WORKS

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ( )** _____

FAX NO: **AREA CODE ( )** _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Specifications Dated 2010 and Standard Plans Dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated July, 2020 and are entitled:

CITY OF WASCO
DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR
BIRCH AVENUE DRAINAGE REPAIR

The project plans for the work to be done were dated November, 2019 and are entitled:

CITY OF WASCO
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR
BIRCH AVENUE DRAINAGE REPAIR

INCLUDE WITH BID

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

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

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

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *CITY OF WASCO's* Final Estimate of cost.

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

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

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

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

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

<u>INCLUDE WITH BID</u>

BID SCHEDULE

BIRCH AVENUE DRAINAGE REPAIR

Item NO.	ITEM CODE	Unit of Measure	Estimated Quantity	Price Per Unit	Total Price
1	Sawcut	LF	328		
2	Remove & Replace Curb & Gutter per City Std. Plate R6	LF	203		
3	Remove & Replace Existing Drive Approach per City Std. R7A	EA	2		
4	Remove Existing Alley Approach, Install per City Std. Plate R8 (Wings not Returns)	EA	1		
5	Construct 4' V-Gutter	SF	240		
6	3" Asphalt Paving in Alley	TONS	11		
7	6" Aggregate Base in Alley	TONS	30		
8	8" Native Compacted to 95% in Alley	CY	20		
9	Grading	LS	1		
10	Root Removal / Tree Removal	LS	1		

TOTAL BID AMOUNT: _____

Acknowledgment of Addenda
Addendum No. Initial

_____

_____

_____
Signature

_____
Printed Name / Title

_____
Company

_____
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.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10, "Subcontractor List," of the Standard Specifications and Section 2, "Bidding," of the special provisions.

LIST OF SUBCONTRACTORS

Name And Address	Description Of Portion Of Work Subcontracted & License #

Bidder's List of subcontractor (DBE and Non-DBE)
Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

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

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

INCLUDE WITH BID

Bidder's List of subcontractor (DBE and Non-DBE)
Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ___ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

INCLUDE WITH BID

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

INCLUDE WITH BID

Public Contract Code 10232 Statement

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

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

INCLUDE WITH BID

NON-COLLUSION AFFIDAVIT

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

To the CITY OF WASCO
DEPARTMENT OF PUBLIC WORKS.

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

Accompanying this proposal is _____

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

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

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

IMPORTANT NOTICE

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

_____

_____

_____

_____

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

License No. _____ Classification(s) _____

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

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

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

Date: _____

_____

_____

_____

SIGNATURE AND TITLE OF BIDDER

Business Address_____

Place of Business_____

Place of Residence_____

INCLUDE WITH BID

CITY OF WASCO
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____

_____ as Principal, and

_____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

_____

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

_____

for which bids are to be opened at _____ on _____

(Insert place where bids will be opened) *(Insert date of bid opening)*

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

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

Dated: _____, 20 ___ .

_____

_____

_____

Principal

_____

Surety

By _____

Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

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

_____, personally appeared _____ ,

Attorney-in-fact

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

(SEAL) _____

Notary Public

INCLUDE WITH BID

REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

1. _____
Name and Address of Owner

_____
Name and telephone number of person familiar with project

_____
Contract amount Type of work Date completed

2. _____
Name and Address of Owner

_____
Name and telephone number of person familiar with project

_____
Contract amount Type of work Date completed

3. _____
Name and Address of Owner

_____
Name and telephone number of person familiar with project

_____
Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

_____

_____

_____

INCLUDE WITH BID

CONTRACT DOCUMENTS

CITY OF WASCO
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The CITY OF WASCO, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars ($ _____), lawful money of the United States of America, one hundred percent (100%) of the Agreement amount for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

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

_____ , personally appeared _____ ,
Attorney-in-fact

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

(SEAL)

_____
Notary Public

CITY OF WASCO
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the CITY OF WASCO, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the CITY OF WASCO in the sum of $ _____ dollars ($ _____), lawful money of the United States of America, one hundred percent (100%) of the Agreement amount, to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the CITY OF WASCO, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of_____, 20___.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

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

_____ , personally appeared _____ ,
Attorney-in-fact

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

(SEAL)

_____
Notary Public

GUARANTEE

CITY OF WASCO, Department of Public Works, WASCO, California:

In accordance with the terms of the Contract for the Birch Avenue Drainage Repair Project between the City of Wasco (hereinafter referred to as City), and the undersigned which Contract provides for the installation of improvements per the plans and specifications for the above referenced project.

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

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

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

_____
Signature

Date: _____

_____
Printed Name / Title

_____
Company

_____
Contractor's License Number / Expiration Date

Notary Required

GENERAL LIABILITY INSURANCE (Exhibit 1)

	Endorsement No. Effective:
PRODUCER Telephone:	**POLICY INFORMATION:** Insurance Company: Policy Number: Policy Period: ™ Deductible ™ Self-Insured (check which) of $
NAMED INSURED:	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City checked here ™ in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS
TYPE OF INSURANCE ™ Commercial General Policy ™ Business General Policy ™ Other	**OTHER PROVISIONS:**
LIMIT OF LIABILITY $_____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE ™ Included in limits ™ In Addition to limits	Claims: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone:

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The City, its officers, officials, employees, and volunteers are included as insured.
2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy (a) be primary insurance as respects the City, its officers, officials, employees, and volunteers; or (b) stand in an unbroken chain of coverage excess of Insured's primary coverage. Any insurance or self-insurance maintained by the City, its offices, officials, employees, and volunteers shall be excess of the Insured's insurance and not contribute with it.
3. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after (30) day's prior written notice, by receipted delivery, has been given to Entity.
4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001 (Ed.11/88); or
   (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY CITY OF WASCO 746 8th Street WASCO, CA 93280	AUTHORIZED REPRESENTATIVE ™ Broker/Agent ™ Underwriter ™ I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____

COMMERCIAL GENERAL LIABILITY INSURANCE (Exhibit 1-A)

INSURER:
POLICY NUMBER:
INSURANCE COMPANY:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

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

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

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

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.

2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City.

_____
Signature - Authorized Representative

_____
Address

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT (Exhibit 2)

Endorsement No. Effective:

PRODUCER Telephone:	**POLICY INFORMATION:** Insurance Company: Policy Number: Policy Period: ™ Deductible ™ Self-Insured (check which) of $
NAMED INSURED:	APPLICABILITY. This insurance pertains to the operations of automobiles owned by or on behalf of the named insured under all written agreements and permits in force with the City checked here ™ in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS
TYPE OF INSURANCE ™ Business General Policy ™ Other	**OTHER PROVISIONS:**
LIMIT OF LIABILITY $_____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE ™ Included in limits ™ In Addition to limits	Claims: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone:

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The City, its officers, officials, employees, and volunteers are included as insured with regard to damages and defense of claims arising from the ownership, operation, maintenance, use loading or unloading of any auto owned, leased, hired, or borrowed by the Named insured, or for which the Named Insured is responsible.
2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after (30) day's prior written notice, by receipted delivery, has been given to the City.
4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at lease as broad as:

(1) If primary, Insurance Services Office form number CA0001 (Ed.6/92), Code 1 ("any auto"); or
(2) If excess, affords coverage which is at lease as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY CITY OF WASCO 746 8th Street WASCO, CA 93280	AUTHORIZED REPRESENTATIVE ™ Broker/Agent ™ Underwriter ™ I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (Exhibit 3)

Endorsement No.
Effective Date

PRODUCER Telephone:	**POLICY INFORMATION:** This special endorsement is attached to and forms a part of the following insurance policy. Insurance Company: Policy Number: Policy Period:
NAMED INSURED	**OTHER PROVISIONS**
Claims: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone:	**EMPLOYERS LIABILITY LIMITS** $_____ Each Accident $_____ Disease - Policy Limit $_____ Disease - Each Employee

In consideration of the premium charged and not withstanding any inconsistent statement in the policy to which this endorsement is attached of any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This Insurance shall not be canceled, except after thirty (30) days prior written notice, by receipted delivery, has been given to the City.

2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY CITY OF WASCO 746 8th Street WASCO, CA 93280	AUTHORIZED REPRESENTATIVE ™ Broker/Agent ™ Underwriter ™ I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____

CERTIFICATE OF INSURANCE (Exhibit 4)

Issue Date:

PRODUCER	This certificate of insurance is not an insurance policy and does not amend extend or alter the coverage afforded by the polices below.
INSURED	**Companies** / **Best's Rating** Company Letter **A** _____ Company Letter **B** _____ Company Letter **C** _____

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be used or may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims.

CO LTR	Type of Insurance	Policy Number	Policy Effective date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	All units in thousands	
	General Liability ™ Commercial General Liability ™ Claims Made ™ Occur. ™ Owners & Contractor's ™ Other				General Aggregate	$
					Products-Comp/Op Agg	$
					Personal & Adv. Injury	$
					Each Occurrence	$
					Fire Damage (any one fire)	$
					Med. Exp. (any one person)	$
	Automobile Liability ™ Any Auto ™ All Owned Autos ™ Scheduled Autos ™ Hired Autos ™ Non-Owned Autos ™ Garage Utility				Combined Single Limit	$
					Bodily Injury (per person)	$
					Bodily Injury (per accident)	$
					Property Damage	$
	Excess Liability ™ Umbrella Form ™ Other Than Umbrella				Each Occurrence	$
					Aggregate	$
	Worker's Compensation and Employer's Liability				Statutory	$
					Each Accident	$
					Disease Policy Limit	$
					Disease Each Employee	$
	Other				Amount of Insurance	$

Description of operations/locations/vehicles/restrictions/special items:

THE FOLLOWING PROVISIONS APPLY:

1. None of the above described policies will be canceled until after 30 days written notice has been given to the City at the address indicated below.
2. The City, its officials, officers, employees and volunteers are added as insured on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above.
4. The City is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED:	**AUTHORIZED REPRESENTATIVE**
CITY OF WASCO 746 8th Street WASCO, CA 93280	Signature _____ Title _____ Phone No. _____

INSURANCE REQUIREMENTS FOR CONTRACTORS (Exhibit 6)

(with Construction Risks)

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as insured’s with respect to liability arising out of automobiles owned, lease, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, it officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

UNDERWRITER/BROKER CERTIFICATION (Exhibit 11)

City: _____

City project identification: _____

Contractor providing contractual services: _____

Insurer(s): _____

Best rating(s): _____

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

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

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

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance requirements;

2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance requirements;

3. All deductibles and/or self-insured retentions have been declared;

4. All required endorsements identified in the insurance requirements have been provided and copies have been attached to the appropriate certificate of insurance;

5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A: VII;

6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

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

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

_____
Signature

_____
Date

_____
Name of Company

_____
Business Address and Phone Numbe

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: October 20, 2020

SUBJECT: Adopt a Resolution Authorizing the City Manager to Sign and Execute an On-Call Services Agreement with Innovative Engineering Systems, Inc. for Engineering Services Related to the City's Water and Wastewater SCADA Systems.

Recommendation:
Staff recommends the adoption of a resolution approving an on-call services agreement with Innovative Engineering Systems, Inc. for engineering services related to the City's water and wastewater SCADA.

Discussion:
On August 2, 2016, the City council authorized the purchase, installation, and programming of the supervisory control and data acquisition (SCADA) system with Electrical Systems and Instrumentation (IES). Since then, the organization has historically supplied SCADA system maintenance and troubleshooting services to the City. The SCADA system allows for remote monitoring and control of the water wells and allows for remote monitoring of the wastewater treatment plant.

The organization is no longer called Electrical Systems and Instrumentation, Inc. It is now Innovative Engineering Systems, Inc. Staff has historically utilized the services of IES as needed without a formal agreement. Staff would like to enter into a formal agreement for on-call engineering services associated with the water and wastewater SCADA system maintenance and troubleshooting. This will also allow staff to issue task orders for any work performed on the system. The task order method will allow for better tracking and monitoring of the work being performed on the SCADA systems for both water and wastewater.

Both Water and Wastewater Superintendents have been satisfied with IES's work and would like to continue utilizing their services for SCADA related matters. IES is also the original programmer of the City's SCADA system and knows the City's system well. The City Attorney drafted the agreement. It is a month-to-month agreement and can be terminated by either party with a 10-day notice. Engineering services will be paid on a time and material basis based on the firm's rate schedule.

Fiscal Impact:
Engineering services will be paid on a time and material basis. They will be paid for by the water and wastewater professional services funds.

Attachment:
1. Resolution
2. Agreement
3. Rate Schedule

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AGREEMENT WITH DEE INNOVATIVE ENGINEERING SYSTEMS, INC AND AUTHORIZES THE CITY MANAGER TO ENDORSE THE AGREEMENT.

WHEREAS, the City wishes to contract with Innovative Engineering Systems, Inc. to provide professional engineering services for water and wastewater supervisory control and data acquisition (SCADA) related matters; and

WHEREAS, the services provided will be based on a time and material basis in accordance with the Agreement found in Exhibit "A"; and

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

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

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

WHEREAS, Innovative Engineering Systems, Inc. shall maintain all worker's compensation insurance were and, in the amounts required by law and comprehensive general public liability insurance as outlined in the Agreement.

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

SECTION 1: Approves the Agreement with Innovative Engineering Systems, Inc.

SECTION 2: Authorizes the City Manager to endorse the Agreement.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 20, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:_____

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

Exhibit A

ON CALL ENGINEERING SERVICES AGREEMENT No. 2020_____

THIS AGREEMENT made this 20th day of October 2020, by and between the CITY OF WASCO, a municipal corporation (the "City"), and INNOVATIVE ENGINEERING SYSTEMS, INC, a California Corporation (the "Contractor").

W I T N E S S E T H :

WHEREAS, City wishes to contract with Contractor to provide certain services (the "Services") relating to City's water and wastewater systems that may be required by the City from time to time under the terms and conditions described hereinafter and Contractor is agreeable thereto.

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

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

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

(a) Whenever Services are requested, Contractor shall submit a scope of work and cost proposal for same, and City and Contractor shall negotiate, where necessary, over the terms of same. Contractor shall place the terms agreed upon in a task order in a form to be provided by the City, sign it and submit it to the City for the Public Works Director's signature. Provided the task order proposes Services not to exceed $10,000, the Public Works Director may execute the task order, and same shall become an amendment to this Agreement. If the cost of the proposal exceeds $10,000, same shall be taken to the City Council for approval and shall become an amendment to his Agreement upon its approval. Notwithstanding any other provision to this Agreement, City may contract with any other Contractors to perform any Consulting Services otherwise described herein and shall have no obligation or responsibility to utilize Contractor for any such Consulting Services.

3. Contractor shall receive payment for all Services performed by Contractor hereunder based on Time and Materials. As used in this Agreement, "Time and Materials" shall mean the number of hours devoted by Contractor to such Services charged at the rate set forth in the Contractor's Rate Schedule attached hereto as Exhibit

"A" and by this reference made a part hereof and including all reasonable costs incurred by Contractor.

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

5. Contractor shall not provide services for projects within City to any entity or individual other than City without the prior written consent of the City.

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

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

8. The term of this Agreement shall be for 24 months from the date of this Agreement. City may terminate this Agreement at any time by giving Contractor 10 days prior written notice, provided that in such event, Contractor shall be entitled to payment for the Services performed to the date of termination, provided, however, that if termination is for Contractor's breach of its obligations hereunder, Contractor shall not receive payment for any of the Services performed as a result of its default.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or if sent by confirmed facsimile or electronic mail ("Email") or by United States mail, certified, return receipt requested, with date of signing the return receipt (or refusal to sign) as the date of service as follows: if to City - City Manager, 746 8th Street, Wasco, California 93280, Fax – (661) 758-7239, email – daortiz@cityofwasco.org, or if to Contractor – David Wolfer, President/CEO, PO Box 20610, Bakersfield, California 93390, Fax – (661) 310-2120, email – contracts@ies-inc.com Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein

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

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

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

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

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

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

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

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

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

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

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

(b) Professional/negligent acts, errors and omissions insurance satisfactory to

City in an amount not less than $1 million per claim; and

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

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

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

_____
DANIEL ORTIZ-HERNANDEZ, City Manager, City of Wasco, California, "**City**"

INNOVATIVE ENGINEERING SYSTEMS, INC., a California Corporation, "**Contractor**"

By:_____
DAVID WOLFER, President/CEO

Innovative Engineering Systems, Inc. | Bakersfield, CA | Fresno, CA | Midland, TX | info@ies-inc.com | (855) 4IES-INC | ies-inc.com

Engineering Rates - Confidential Pricing
City of Wasco

Item Code	Description	Unit	IES Price
Engineering and Design Services			
AdminEng1	Administrative Assistant	HR	$ 50.00
AdminEng2	Administrative Coordinator	HR	$ 55.00
AdminEng3	Administrative Specialist	HR	$ 62.00
ProjCont1	Project Controls Coordinator I	HR	$ 69.00
ProjCont2	Project Controls Coordinator II	HR	$ 77.00
ProjCont3	Senior Project Controls Coordinator	HR	$ 90.00
ProjCont4	Project Controls Specialist	HR	$ 105.00
ProjCont5	Senior Project Controls Specialist	HR	$ 116.00
ProjMgr1	Project Manager I	HR	$ 90.00
ProjMgr2	Project Manager II	HR	$ 105.00
ProjMgr3	Senior Project Manager	HR	$ 126.00
ProjMgr4	Principal Project Manager	HR	$ 140.00
ProjMgr5	Engineering Project Manager	HR	$ 153.00
Draft1	Drafter I	HR	$ 60.00
Draft2	Drafter II	HR	$ 65.00
Draft3	Senior Drafter	HR	$ 70.00
Design1	Designer I	HR	$ 76.00
Design2	Designer II	HR	$ 86.00
Design3	Senior Designer I	HR	$ 102.00
Design4	Senior Designer II	HR	$ 116.00
Design5	Principal Designer	HR	$ 126.00
Design6	Design Advisor	HR	$ 142.00
EngrTech	Engineering Technician	HR	$ 76.00
Engr1	Engineer I	HR	$ 95.00
Engr2	Engineer II	HR	$ 105.00
Engr3	Senior Engineer I	HR	$ 126.00
Engr4	Senior Engineer II	HR	$ 137.00
Engr5	Principal Engineer	HR	$ 153.00
Engr6	Engineering Advisor	HR	$ 160.00
Analyst1	Systems Analyst I	HR	$ 80.00
Analyst2	Systems Analyst II	HR	$ 100.00
Analyst3	Senior Systems Analyst	HR	$ 120.00
Analyst4	Systems Specialist	HR	$ 135.00
Analyst5	Senior Systems Specialist	HR	$ 145.00
Panel1	Panel Fabricator I	HR	$ 60.00
Panel2	Panel Fabricator II	HR	$ 70.00
Panel3	Senior Panel Fabricator	HR	$ 80.00
Panel4	Principal Panel Fabricator	HR	$ 100.00
CivTech1	Laser or Survey Technician I	HR	$ 77.00
CivTech2	Laser or Survey Technician II	HR	$ 88.00

All 3rd Party Expenses and Materials Purchased will be Billed at Cost + 15%
Overtime will be Billed at 150% of Straight-Time; Double-Time will be Billed at 200% of Straight-Time.

Engineering Rates - Confidential Pricing
City of Wasco

Item Code	Description	Unit	IES Price
CivTech3	Senior Laser or Survey Technician	HR	$ 100.00
CivTech4	Principal Laser or Survey Technician	HR	$ 115.00
Survey1	Land Surveyor	HR	$ 105.00
Survey2	Senior Land Surveyor	HR	$ 138.00
Resources			
Mile	Mileage	EA	$ 0.76
H2S	H2S Monitor	DAY	$ 12.00
MultiGasMonitor	Multi Gas Monitor	DAY	$ 22.00
CAD3DSoftwr	AutoCAD Software - 3D	HR	$ 10.00
CADSoftwr	AutoCAD Software	HR	$ 4.00
3DModelingSoftwr	3D Modeling Software	HR	$ 10.00
PDMSSoftwr	PDMS	HR	$ 10.00
LaserScanSoftwr	Laser Scanning Software	HR	$ 10.00
GISSoftwr	GIS Software	HR	$ 10.00
PipeStressSoftwr	Mechanical Pipe Stress Analysis Software	HR	$ 20.00
PipePhaseSoftwr	Pipe Phase Software	HR	$ 20.00
PipeFlowSoftwr	Pipe Flow Software	HR	$ 20.00
PowerSysSoftwr	Power System Analysis Software	HR	$ 20.00
ProgSoftwr	Programming Software	HR	$ 4.00
GPSEquip	GPS Equipment	HR	$ 15.00
GPSRobotics	GPS Robotics	HR	$ 30.00
LaserScanEquip	Laser Scanning Equipment	HR	$ 52.00
PlotA	Paper - 8.5x11	EA	$ 1.00
PlotB	Paper - 11x17	EA	$ 1.00
PlotC	Paper - 17x22	EA	$ 2.00
PlotD	Paper - 24x36	EA	$ 4.00
PlotE	Paper - 36x48	EA	$ 8.00

All 3rd Party Expenses and Materials Purchased will be Billed at Cost + 15%
Overtime will be Billed at 150% of Straight-Time; Double-Time will be Billed at 200% of Straight-Time.

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: October 20, 2020

SUBJECT: Adopt a Resolution Authorizing the City Manager to Approve Task Order #1 for Innovative Engineering systems,Inc to complete the design and engineering for new Programmable Logic Controllers panels with Ethernet Radios at Three Lift Stations in an Amount Not to Exceed $63,930.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to approve Task Order #1 for Innovative Engineering Sysytems, Inc to complete the design and engineering for new PLC panels with ethernet radios at three lift stations, in an amount not to exceed $63,930.

Discussion:
The City of Wasco currently operates and maintains three wastewater lift stations at various locations. The lift stations are currently on a telemetry system that utilize the City network. Staff would like to add new panels with ethernet radios to be integrated with the Wastewaters current SCADA system. This will allow Wastewater Staff to better control and monitor the lift stations. The integration will also provide wastewater staff with a proactive method of identifying any issues that may arise.

Currently Wastewater staff checks lift stations three times a week and adding the lift stations to SCADA will help cut down on operator time spent outside plant operations. The new system will also aid in collecting data to better understand any issues or faults the lift station may encounter and help prevent any possible sanitairy sewer overflows.

The upgrade is part of the Adopted 2020-21 FY Capital Improvement Plan. The project was estimated to cost $95,000.

Staff is also requesting the City Council authorize the City Manager to sign and execute an on-call services agreement for engineering services related to the water and wastewater SCADA as part of this agenda. The task order exceeds $10,000 and requires City Council approval.

Fiscal Impact:
Engineering and design services shall not exceed $68,930 for the design, engineering and installation of PLC panels with ethernet radios at three lift stations to be integrated

into the existing SCADA network. This project will be funded with the $95,000 programmed in the Adopted FY 2020-21 Capital Improvement Plan.

Attachment:

1. Resolution
2. Task Order #1

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING TASK ORDER #1 WITH INNOVATIVE ENGINEERING SYSTEM AND AUTHORIZE THE CITY MANAGER TO ENDORSE TASK ORDER #1.

WHEREAS, the City has an existing contract with Innovative engineering systems, Inc. to provide professional engineering services for water & wastewater SCADA related matters; and

WHEREAS, the City wishes to procure Innovative Engineering Systems Inc. to perform the tasks described in Task Order #1 attached as Exhibit "A"; and

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

WHEREAS, Innovative Engineering System, Inc. and the City each acknowledge that each party have reviewed the task order; and,

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

WHEREAS, Innovative Engineering Systems, Inc. shall maintain all worker's compensation insurance were and, in the amounts required by law and comprehensive general public liability insurance as outlined in the agreement.

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

SECTION 1: Approves Task Order #1 with Innovative Engineering Systems, Inc.

SECTION 2: Authorizes the City Manager to endorse Task Order #1.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 20, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:_____

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

EXHIBIT A

Public Works Department (661) 758-7270 Fax (661) 758-1728
764 E Street, Wasco, CA 93280

TASK ORDER NO. 1

BACKGROUND

The City of Wasco currently operates and maintains three Wastewater lift stations. The lift stations are currently on a telemetry system that utilizes the City network. The City is looking to place each lift station on a SCADA system to better control and identify any issues. This will improve monitoring and save man-hours spent physically checking each site. This will also help control submersible pumps as needed without having to drive to each location and assess the situation to avoid a possible spill.

OBJECTIVES

1. Design panels
2. Construct panels
3. Installation and programming

SCOPE OF WORK

IES. will provide the design and engineering for new PLC panels with ethernet radio at three lift stations and update the Existing SCADA system to include the lift stations. IES will Fabricate three PLC panels to be built per the same design. Install and wire the constructed PLCs with ethernet radios at each location. Integration of the new panels with ethernet radios into the existing network and provide three days of startup and support.

DELIVERABLES

1. PLC Program
2. Updated HMI Program
3. As-built drawings

ROLES AND RESPONSIBILITIES

The Project Coordinator for this task order will be the Wastewater Superintendent, Luis Villa.

SCHEDULE

IES. shall start within one week of receipt of a notice to proceed from City and shall be completed within six weeks.

PAYMENT AND INVOICING PROCEDURES

The estimated budget for this task is $63,930.00

City shall pay Contractor $63,930.00 for the services as follows; $12,528.00 upon completion of Panel Material Orders; $12,528.00 upon receipt of panel material; $16,704.00 upon completion of panel fabrication; and $22,170.00 upon completion of programming. Each payment shall be made upon presentation by contractor of an invoice to the City and in accordance with executed agreement for on-call services. City Manager or designee shall have the right of reasonable review of each Invoice, and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of the Invoice by the city council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

The signatures below shall serve as an authorization to proceed on Task Order from the City of Wasco and is acknowledged by the Contractor.

Contractor

_____	_____
Name:	Daniel Ortiz-Hernandez, City Manager
Title:	
Date: _____	Date: _____

Recommended By:

_____
Biridiana Bishop, Public Works Director

Date: _____

Approved by

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: October 20, 2020

SUBJECT: Introduce and Waive the First Reading of an Ordinance of the City of Wasco Amending Title 15 of the "Buildings and Construction" of the City of Wasco Municipal Code, adding an additional chapter 15.40" Urban Storm Water Quality Management and Discharge Control."

Recommendation:
Staff recommends that the City Council introduce the ordinance and waive the first reading by title only and continue the Ordinance amendment for possible ordinance adoption.

Discussion:
The California State Water Board adopted guidelines requiring a National Pollutant Discharge Elimination System (NPDES) general permit for waste discharge for stormwater discharges from small municipal separate storm sewer systems (MS4s) in 2013.

The City of Wasco must comply with Federal and State regulations related to environmental protection, such as the Clean Water Act (CWA) and associated implementing regulations. The purpose of the CWA is to protect and restore our nation's waterways' physical, chemical, and biological integrity by controlling and limiting discharges of pollutants to these waterways. In California, the State Water Resources Control Board has determined that urban runoff is a leading cause of pollution throughout the State. It contributes pollutants of concern to waterways. In addition, the impervious nature (i.e., pavement and hardscape) of most urban communities has resulted in stormwater discharges that have greater volumes, velocity, and pollutant loads than pre-development runoff.

The State Water Resources Control Board (SWRCB) identified the City of Wasco as a small municipal separate storm sewer system (MS4) requiring permit coverage under the Phase II Small MS4 General Permit Water Quality Order No. 2013-0001-DWQ. This General Permit requires developing a Storm Water Management Program designed to reduce the discharge of pollutants to the maximum extent practicable and protect water quality. The General Permit also requires the development and implementation

of Best Management Practices (BMPs) to address six Minimum Control Measures (MCMs), which include (1) Public Education and Outreach on Storm Water Impacts; (2) Public Involvement/Participation; (3) Illicit Discharge Detection and Elimination; (4) Construction Site Storm Water Runoff Control; (5) Post-Construction Storm Water Management in New Development and Redevelopment; and (6) Pollution Prevention/Good Housekeeping for Municipal Operations. City staff is working with BHT Engineering to finalize the Stormwater Management Plan that addresses all requirements of the City's Phase II Small MS4 General Permit Water Quality Order No. 2013-0001-DWQ.

In order to implement the Stormwater Management Plan, staff, in coordination with BHT Engineering, Inc., has developed a stormwater quality management and discharge control ordinance. The ordinance has been written in a manner to ensure compliance with the Federal Clean Water Act. The Ordinance allows the City local authority to act against illegal dischargers and establishes responsibilities to implement best management practices.

Fiscal Impact:
None

Attachments:
1. Chapter 15.40 Urban Storm Water Quality Management and Discharge Control
2. Public Hearing Notice

City of Wasco
Stormwater Ordinance

ORDINANCE NO. 2020-_____

ORDINANCE ADDING NEW CHAPTER 15.40 TO TITLE 15

OF THE CITY OF WASCO MUNICIPAL CODE REGARDING

URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL

- - - - -

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

SECTION 1. A new Chapter 15.40 is hereby added to Title 15 of the City of Wasco Code regarding Urban Storm Water Quality Management and Discharge Control, which shall read in its entirety as follows:

"CHAPTER 15.40."

URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL

Division 1

Title, Purpose, and General Provisions.

Section 15.40.010. Title.

This Chapter shall be known as the "Urban Storm Water Quality Management and Discharge Control Ordinance" of the City of Wasco and may be so cited.

Section 15.40.020. Purpose and Intent.

The purpose and intent of this Chapter are to ensure the health, safety, and general welfare of citizens, and protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. §1251 et seq.) by reducing pollutants in stormwater discharges to the maximum extent practicable and by prohibiting non-stormwater discharges to the storm drain system.

Section 15.40.030. Definitions.

The terms used in this Chapter shall have the following meanings:

A. Best Management Practices (B.M.P.'s). Activities, practices, and procedures to prevent or reduce the discharge of pollutants directly or indirectly to the United States' municipal storm drain system and waters. Best Management Practices include but are not limited to treatment facilities to remove

pollutants from stormwater; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-stormwater, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the City determines appropriate for the control of pollutants. Please refer to the City of Wasco's *B.M.P. Guidance Series*, as discussed further in Section 15.40.130 (C) herein, for specific requirements.

B. City. The City of Wasco.

C. Clean Water Act (C.W.A.). The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

D. Construction Activity. Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of 5 acres or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

E. Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed (California Health and Safety Code §25117).

F. Illegal Discharge. Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Division II, Section 15.40.090 of this Chapter.

G. Illicit Connections. An illicit connection is defined as either of the following:

1. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge, including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or

2. Any drain or conveyance connected from commercial or industrial land use to the storm drain system, which has not been documented in plans, maps, or equivalent records and approved by the City.

H. Industrial Activity. Activities subject to NPDES Industrial Permits as defined in 40 C.F.R., Section 122.26 (b)(14).

I. National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permits. General, group, and individual stormwater discharge permits, which regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act. The California Regional Water Quality Control Board, Central Valley Region (hereinafter, Regional Board), and the State Water Resources Control Board have adopted general stormwater discharge permits, including but not limited to the General Construction Activity and General Industrial Activity permits.

J. Non-Storm Water Discharge. Any discharge to the storm drain system that is not composed entirely of stormwater.

K. Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, Chapters, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform, and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.

L. Pollution. The human-made or human-induced alteration of the quality of waters by waste to a degree which unreasonably affects, or has the potential to unreasonably effect, either the waters for beneficial uses or the facilities which serve these beneficial uses (California Water Code §13050).

M. Porter-Cologne Act. The Porter-Cologne Water Quality Control Act and as amended (California Water Code §13000 et seq.).

N. Premises. Any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

O. Storm Drain System. Publicly-owned facilities operated by the City by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the City and are not part of a publicly owned treatment works as defined at 40 C.F.R. Section 122.2.

P. Storm Water. Any surface flow, runoff, and drainage consisting entirely of water from rainstorm events.

Q. Waters of the United States. Surface watercourses and water bodies as defined at 40 C.F.R. § 120.2. including all-natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry stormwater at and during all times and seasons.

Section 15.40.040. Applicability.

This Chapter shall apply to all water entering the storm drain system generated on any developed and undeveloped lands lying within the City of Wasco, including any amendments or revisions thereto.

Section 15.40.050. Responsibility for Administration.

The Public Works Director of the City shall administer, implement, and enforce the provisions of this Chapter. Any powers granted or duties imposed upon the Public Works Director may be delegated in writing by the Public Works Director to persons or entities acting in the beneficial interest of or in the employ of the City.

Section 15.40.060. Severability.

The provisions of this Chapter are hereby declared to be severable. If any provision, clause, sentence, or

paragraph of this Chapter or the application thereof to any person, establishment, or circumstances shall be held invalid; such invalidity shall not affect the other provisions or application of this Chapter.

Section 15.40.070. Regulatory Consistency.

This Chapter shall be construed to assure consistency with the requirements of the Clean Water Act and Porter-Cologne Act and acts amendatory thereof or supplementary thereto, or any applicable implementing regulations.

Section 15.40.080. Ultimate Responsibility of Discharger.

The standards set forth herein and promulgated pursuant to this Chapter are minimum standards; therefore, this Chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This Chapter shall not create liability on the part of the City of Wasco or any agent or employee thereof for any damages that result from any discharger's reliance on this Chapter or any administrative decision lawfully made thereunder.

Division 2

Discharge Prohibitions

Section 15.40.090. Prohibition of Illegal Discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

A. Discharges from the following activities will not be considered a source of pollutants to the storm drain system and to waters of the U.S. when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illegal discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, Clean Water Act, or this Ordinance: potable water line flushing; uncontaminated pumped groundwater and other discharges from potable water sources; landscape irrigation and lawn watering; diverted stream flows; rising groundwater; groundwater infiltration to the storm drain system; uncontaminated foundation and footing drains; uncontaminated water from crawl space pumps; air conditioning condensation; uncontaminated non- industrial roof drains; springs; individual residential and occasional non-commercial car washing; flows from riparian habitats and wetlands; dechlorinated swimming pool discharges; street wash waters; and flows from fire-fighting activities.

B. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the State of California under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted by the City of Wasco for any discharge to the storm drain system.

C. With the written concurrence of the Regional Board, the City of Wasco may exempt in writing other non-stormwater discharges which are not a source of pollutants to the storm drain system nor waters of the U.S.

Section 15.40.100. Prohibition of Illicit Connections.

A. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.

B. This prohibition expressly includes, without limitation, illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

Section 15.40.110. Waste Disposal Prohibitions.

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or water of the U.S., any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, Chapters, and accumulations, so that the same may cause or contribute to pollution. Wastes deposited in streets in proper waste receptacles for the purposes of collection are exempted from this prohibition.

Section 15.40.5-120. Discharges in Violation of Industrial or Construction Activity NPDES Storm Water Discharge Permit.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Public Works Director prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

Division 3

Regulations and Requirements

Section 15.40.130. Requirement to Prevent, Control, and Reduce Storm Water Pollutants.

A. Authorization to Adopt and Impose Best Management Practices. The City will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the U.S. as a separate *B.M.P. Guidance Series*. Where Best Management Practices requirements are promulgated by the City or any federal, State of California, or regional agency for any activity, operation, or facility which would otherwise cause the discharge of pollutants to the storm drain system or water of the U.S., every person undertaking such activity or operation, or owning or operating such facility shall comply with such requirements.

The Public Works Director will report to the City Council annually on the status of implementation of B.M.P.'s, the pollutants of concern to be addressed the next year, and any new B.M.P.s to be developed. B.M.P.'s developed under this program will be included in the City of Wasco's *B.M.P. Guidance Series*.

B. New Development and Redevelopment. The City may adopt requirements identifying appropriate Best Management Practices to control the volume, rate, and potential pollutant load of stormwater runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport, and discharge of pollutants. The City shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this Chapter, the City Building and Construction Ordinance, Title 15, Chapter 15.04, and Title 17 Zoning.

C. Responsibility to Implement Best Management Practices. Notwithstanding the presence or absence of requirements promulgated pursuant to subsections (a) and (b), any person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering stormwater, the storm drain system, or waters of the U.S. shall implement Best Management Practices to the extent they are technologically achievable to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense.

Best Management Practices required by the City can be obtained from the Public Works Department by requesting the B.M.P. manual appropriate to a commercial or industrial activity from the *B.M.P. Guidance Series*. B.M.P.'s are broken into three categories: "high priority," which are required to be implemented, "medium priority," which are desirable to implement, and "low priority."

Section 15.40.140. Requirement to Eliminate Illegal Discharges.

Notwithstanding the requirements of Division 4, Section 15.40.200 herein, the Public Works Director may require by written notice that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

Section 15.40.150. Requirement to Eliminate or Secure Approval for Illicit Connections.

A. The Public Works Director may require by written notice that a person responsible for an illicit connection to the storm drain system comply with the requirements of this Chapter to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of this Chapter.

B. If, subsequent to eliminating a connection found to be in violation of this Chapter, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request City approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense.

Section 15.40.160. Watercourse Protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive

vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. The property owner shall be responsible for maintaining and stabilizing that portion of the watercourse that is within their property lines in order to protect against erosion and degradation of the watercourse originating or contributed from their property.

Section 15.40.170. Requirement to Remediate.

Whenever the Public Works Director finds that a discharge of pollutants is taking place or has occurred which will result in or has resulted in pollution of stormwater, the storm drain system, or water of the U.S., the Public Works Director may require by written notice to the owner of the property and/or the responsible person that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Sections 15.40.220 through 15.40.250 below.

Section 15.40.180. Requirement to Monitor and Analyze.

The Public Works Director may require by written notice of requirement that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to stormwater pollution, illegal discharges, and/or non-stormwater discharges to the storm drain system or waters of the U.S., to undertake at said person's expense such monitoring and analyses and furnish such reports to the City of Wasco as deemed necessary to determine compliance with this Chapter.

Section 15.40.190. Notification of Spills.

Notwithstanding other requirements of the law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. from the said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous material, said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of non-hazardous materials, said person shall notify the City's Public Works Department in person or by phone or facsimile no later than 5:00 p.m. of the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City's Public Works Department within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Division 4

Inspection and Monitoring.

Section 15.40.200. Authority to Inspect.

Whenever necessary to make an inspection to enforce any provision of this Chapter, or whenever the Public Works Director has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this Chapter, the Director or designee may enter such premises at all reasonable times to inspect the same and to inspect and copy records related to stormwater compliance. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

Section 15.40.210. Authority to Sample, Establish Sampling Devices, and Test.

During any inspection as provided herein, the Public Works Director or designee may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities.

Division 5

Enforcement.

Section 15.40.220. Notice of Violation.

Whenever the Public Works Director finds that a person has violated a prohibition or failed to meet a requirement of this Chapter, the Director may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

A. The performance of monitoring, analyses, and reporting.

B. The elimination of illicit connections or discharges.

C. That violating discharges, practices, or operations shall cease and desist.

D. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and

E. Payment of a fine to cover administrative and remediation costs; and

F. The implementation of source control or treatment B.M.P.s.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the Public Works Director, and the expense thereof shall be charged to the violator pursuant to Section 15.40.240 below.

Section 15.40.230. Appeal.

Notwithstanding the provisions of Section 15.40.260 below, any person receiving a Notice of Violation under Section 15.40.220 above may appeal the determination of the Public Works Director to the City Manager. The notice of appeal must be received by the City Manager within 5 days from the date of the Notice of Violation. Hearing on the appeal before the City Manager or his/her designee shall take place within 15 days from the date of the City's receipt of the notice of appeal. The decision of the City Manager or designee shall be final.

Section 15.40.240. Abatement by City.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or , in the event of an appeal under Section 15.40.230, within 10 days of the decision of the City Manager upholding the decision of the Public Works Director, then the City or a contractor designated by the Public Works Director shall enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above.

Section 15.40.250. Charging Cost of Abatement/Liens.

Within 30 days after abatement of the nuisance by the City, the Public Works Director shall notify the property owner of the property of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment with the City Clerk within 15 days. The City Clerk shall set the matter for a public hearing by the City Council. The decision of the City Council shall be set forth by resolution and shall be final.

If the amount due is not paid within 10 days of the decision of the City Council or the expiration of the time in which to file an appeal under this Section, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. A copy of the resolution shall be turned over to the County Auditor so that the auditor may enter the amounts of the assessment against the parcel as it appears on the current assessment roll, and the tax collector shall include the amount of the assessment on the bill for taxes levied against the parcel of land.

Section 15.40.260. Urgency Abatement.

The Public Works Director is authorized to require immediate abatement of any violation of this Chapter that constitutes an immediate threat to the health, safety, or well-being of the public. If any such violation is not abated immediately as directed by the Public Works Director, the City of Wasco is authorized to enter onto private property and to take any and all measures required to remediate the violation. Any expense related to such remediation undertaken by the City of Wasco shall be fully reimbursed by the property owner and/or responsible party. Any relief obtained under this section shall not prevent City from seeking other and further relief authorized under this Chapter.

Section 15.40.270. Violations.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Chapter. A violation of or failure to comply with any of the requirements of this Chapter shall constitute a misdemeanor and shall be punished as set forth in City Code Chapter 1.20.

Section 15.40.280. Compensatory Action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Chapter, the Public Works Director may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Section 15.40.290. Violations Deemed a Public Nuisance

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this Chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and maybe summarily abated or restored by the City at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken by the City.

Section 15.40.300. Acts Potentially Resulting in a Violation of the Federal Clean Water Act and/or California Porter-Cologne Act.

Any person who violates any provision of this Chapter or any provision of any requirement issued pursuant to this Chapter, may also be in violation of the Clean Water Act and/or the Porter-Cologne Act and may be subject to the sanctions of those acts, including civil and criminal penalties. Any enforcement action authorized under this Chapter shall also include written notice to the violator of such potential liability."

SECTION 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall take effect thirty (30) days after the date of its passage and with fifteen (15) days of the date of its passage shall be published in a newspaper of general circulation, printed and published in the City of Wasco.

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INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 20th day of October 2020.

PASSED AND ADOPTED Ordinance No. 2020-_____at a regular meeting of the City Council of the City of Wasco on the day _____of _____, 2020, by the following votes:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
Mayor of the City of Wasco

Attest: _____

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

LEGAL NOTICE
NOTICE OF PUBLIC HEARING
CITY COUNCIL MEETING DATE OF
OCTOBER 20, 2020

NOTICE IS HEREBY GIVEN that the City Council of the City of Wasco will hold a public hearing on Tuesday, October 20, 2020, at 6:00 P.M. or soon thereafter. Due to the current COVID-19 restrictions, this meeting will be conducted utilizing teleconferencing and electronic means consistent with Executive Order N-29-20, issued by Governor Gavin Newsome on March 17, 2020. For more information or to confirm the format this meeting will be conducted in, please contact the City of Wasco City Clerk at 661-758-7215 or cityclerk@cityofwasco.org

1. **Municipal Code Text Amendment for Title 15:**
   Project: Public hearing to consider the adoption of an additional chapter, Chapter 15.40, " Urban Storm Water Quality Management and Discharge Control," Amending Title 15, "Buildings and Construction" of the City of Wasco Municipal Code.

The Municipal Code text changes, and any supporting documents may be reviewed during normal business hours at City Hall located at 746 8th Street, Wasco, CA 93280. Any person wishing to testify on the above project may appear before the City Council at their hearing of October 20, 2020, or may submit written comments on or before October 20, 2020.

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 in written correspondence delivered to the City of Wasco, 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 at (661) 758-7215.

Publish on the Wasco Tribune on or before October 1, 2020

/s/Maria Martinez, City Clerk

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: October 20, 2020

SUBJECT: Adopt a Resolution Authorizing Past Due Utility Billing Account Collection Loss Write-Off in the amount of $76,446.16.

Recommendation:
Staff recommends the City Council to adopt a Resolution Authorizing Past Due Utility Billing Account Collection Loss Write-Off in the amount of $76,446.16

Discussion:
The City provides water, sewer, and sanitation utility services to the residents and businesses located in the City of Wasco. The finance staff has completed a thorough reconciliation of the Utility Billing module. Exhibit A of the Resolution notes 903 aged utility billing accounts receivable dating back to July 1, 2019. Staff has attempted to contact these residents by phone, email, and monthly notices of past due amounts. Unfortunately, some of these utility billing accounts have not been able to pay the remaining balances. These accumulated balances have increased over time and may be due to account holders moving to other cities without ending services or not forwarding their mail after moving to a new address.

Proper revenue control and management practices and policy over accounts receivables are essential components of sound financial management. Writing-offs is an accounting term and practice that needs to be performed periodically to ensure that accounts receivables and the City's balances are not overstated or understated. This necessitates that the City's regularly assess its accounts, maintains and updates its financial system, and ledger with relevant current information.

To begin the collection process on delinquent balances noted in Exhibit A. Prudent financial accounting standards require the bad debts to be written off the general ledger and subsidiary ledgers via the City Council's authorization. On June 18, 2019, City Council approved Resolution NO. 2019-3343 which permits finance staff to provide a list of bad debts to the Franchise Tax Board Interagency Intercept Collection Program for possible reimbursement of monies owed to the City.

The Finance Department's standard process is to send the verifiable bad debts to collections, including the Franchise Tax Board Interagency Intercept Collection Program, for possible reimbursement of monies owed to the City. This process can be modified

given the current pandemic to delay when the City initiates the collection process while still proceeding and processing the City's accounting system and general ledger's write-offs. For example, the City Council may approve the resolution approving the write-offs but direct staff to delay the collection process for six months. Staff will still be able to proceed with the accounting and procedural process of updating the City's ledger and financial system but not contacting and transmitting information pertaining to delinquent accounts and outstanding balances until the specified time.

The Finance Department can continue to notify customers of their delinquent balances as well as continue its collection efforts internally. In addition, the Finance Department can also still allow residents and businesses to set up reasonable payment arrangements in order to satisfy any outstanding balances.

Fiscal Impact:
Loss Write-Off in the amount of $76,793.10

Attachments:
1. Resolution
2. Exhibit A

RESOLUTION NO. 2020 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING PAST DUE UTILITY BILLING ACCOUNT COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF $76,466.16

WHEREAS, the City of Wasco provides utility services for a drinking water system, a sanitary sewer system for disposing of wastewater and sanitation services for disposing of refuse for both public and private uses; and

WHEREAS, providing utility services for residents and businesses includes the collection of monthly utility billings; and

WHEREAS, The enterprise fund utility billing services shall be segregated to include only those services provided by the City to provide drinking water, sanitary sewer, and refuse collection services for which monthly user rates have been established: and

WHEREAS, the City of Wasco makes every attempt to collect outstanding balances; and

WHEREAS, the attached Exhibit "A" provides a list of uncollectible accounts for the period ending June 30, 2020, and is made a part of this resolution.

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

SECTION 1: Authorizes the Finance Director to write-off as collection losses the accounts receivable balances pursuant to attached "Exhibit A," totaling $76,466.16.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 20, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:_____

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

Utility Billing Aging
Outstanding Balances 7/01/2019 through 6/30/2020
As of 10/15/2020

Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
2	ALBERTO QUINTERO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	80.5
3	ALEJANDRA AYALA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
4	ALFONSO HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	80.5
5	ALFONSO HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 BILLS	Mar	80.5
6	ALFONSO HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Apr	80.5
7	ALFONSO SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jan	89.88
8	ALFONSO SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Feb	88.55
9	ALFONSO SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Mar	109.1
10	ALFONSO TRUJILLO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	80.5
11	ALFRED C. ADAMS	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	18.62
12	ALFRED C. ADAMS	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	39.16
13	ALFREDO LARA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jan	89.88
14	ALFREDO LARA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	88.55
15	ALFREDO LARA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
16	ALFREDO LARA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
17	ALFREDO LARA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	161
18	ALFREDO LARA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
19	ALICE MARTINEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	71.92
20	ALMA V URQUIZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Mar	138.12
21	ALMA V URQUIZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Apr	138.12
22	ALMA V URQUIZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jun	138.12
23	AMALIA REVELES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	88.55
24	AMALIA REVELES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	99.44
25	AMALIA REVELES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
26	AMALIA REVELES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
27	AMALIA REVELES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
28	AMERICA MENDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Apr	0.7
29	AMERICA MENDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
30	AMERICA MENDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
31	ANA L. BARRAZA	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Jun	0.7
32	ANDREE C. HASHA	MUNIS GLITCH	MUNIS GLITCH	Apr	8.58
33	ANDREE C. HASHA	MUNIS GLITCH	MUNIS GLITCH	May	18.98
34	ANDRES DELGADO	MUNIS GLITCH	MUNIS GLITCH	May	8.58
35	ANDRES DELGADO	MUNIS GLITCH	MUNIS GLITCH	Jun	8.58
36	ANDRES VELASQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Apr	80.5
37	ANDRES VELASQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	May	80.5
38	ANDRES VELASQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	80.5
39	ANN INVESTMENTS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jan	28.6
40	ANN INVESTMENTS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Sep	14.28
41	ANN INVESTMENTS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Nov	33.38
42	ANN INVESTMENTS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Dec	33.88
43	ANN INVESTMENTS	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	53.15
44	ANNA R. ROGERS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	56.72
45	ANNA R. ROGERS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	56.72
46	ANTONIA RODRIGUEZ VARGAS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	May	80.5
47	ANTONIA RODRIGUEZ VARGAS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jun	80.5
48	ANTONIO & CENOVIA BERNAL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Apr	80.5
49	ANTONIO & CENOVIA BERNAL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	May	80.5
50	ANTONIO & CENOVIA BERNAL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	80.5
51	ANTONIO P. MARTINEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	47.6
52	ANTONIO P. MARTINEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
53	ANTONIO P. MARTINEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
54	ANTONIO P. MARTINEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
55	ANTONIO RODRIGUEZ	CLERICAL ERROR	CLERICAL ERROR	Aug	28.6
56	ANTONIO RODRIGUEZ	CLERICAL ERROR	CLERICAL ERROR	Nov	28.6
57	ANTONIO RODRIGUEZ	CLERICAL ERROR	CLERICAL ERROR	Dec	28.6
58	ANTONIO RODRIGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	31.46
59	ANTONIO RODRIGUEZ	MUNIS GLITCH	MUNIS GLITCH	Sep	32.36
60	ANTONIO TINAJERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	91.65
61	ANTONIO TINAJERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	83.32
62	ANTONIO TINAJERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	83.32
63	ANTONIO TINAJERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	83.32

Utility Billing Aging
Outstanding Balances 7/01/2019 through 6/30/2020
As of 10/15/2020

Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
64	ANTONIO TINAJERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	83.32
65	ANTONIO VIGIL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jan	86.81
66	ANTONIO VIGIL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Feb	79.11
67	ANTONIO VIGIL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Mar	71.92
68	ANTONIO VIGIL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Apr	71.92
69	ANTONIO VIGIL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Nov	84.25
70	ANTONIO VIGIL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Dec	85.52
71	ANTONIO VIGIL	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	102.52
72	ARELI ESMERALDA RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	17.75
73	ARELI ESMERALDA RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	70.23
74	ASHLEY ALVAREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jun	20.81
75	ASHLEY ALVAREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jul	46.72
76	AUGUSTINE GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 2 MONTHS	May	20.11
77	AUGUSTINE GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 2 MONTHS	Jun	71.8
78	BALDO RUIZ	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Dec	89.88
79	BALDOMERO ALFARO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	22
80	BALDOMERO TOVAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
81	BALTAZAR DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	29.4
82	BB & BB PROPERTIES LLC	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	May	161
83	BB & BB PROPERTIES LLC	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jun	80.5
84	BEBE'S BOUTIQUE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	Feb	8.69
85	BEBE'S BOUTIQUE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	Mar	7.9
86	BEBE'S BOUTIQUE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	Apr	54.91
87	BEBE'S BOUTIQUE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	May	67.71
88	BEBE'S BOUTIQUE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	Jun	119.62
89	BENJAMIN M. COYLE	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	80.5
90	BERENICE DELIRA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jul	10.08
91	BERENICE DELIRA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Aug	80.5
92	BERENICE DELIRA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Sep	25.94
93	BERTHA VALENCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Feb	88.55
94	BERTHA VALENCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
95	BERTHA VALENCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
96	BOBBY & DONNA DERINGTON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	0.05
97	BOBBY & DONNA DERINGTON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
98	BRECKENRIDGE PROPERTIES FUND	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jan	85.01
99	BRECKENRIDGE PROPERTIES FUND	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Nov	80.5
100	BRECKENRIDGE PROPERTIES FUND	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Dec	80.5
101	BRENDA LIZETTE PADILLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
102	BRENDA LIZETTE PADILLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
103	BRENDA LIZETTE PADILLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
104	BRENDA LIZETTE PADILLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
105	BRIAN CROUCH	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Apr	16.38
106	CAKES BY KAREN(KAREN CABRERA)	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Feb	11.58
107	CAKES BY KAREN(KAREN CABRERA)	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	10.53
108	CAKES BY KAREN(KAREN CABRERA)	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	10.53
109	CAKES BY KAREN(KAREN CABRERA)	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	10.53
110	CAKES BY KAREN(KAREN CABRERA)	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	10.53
111	CALIXTO SOLANO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	88.55
112	CAREY ROSALES	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Aug	8.48
113	CARL BOZARTH	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
114	CARL BOZARTH	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
115	CARLOS PRIETO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
116	CARLOS PRIETO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
117	CARLOS PRIETO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
118	CARLOS PRIETO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
119	CARLOS MENDOZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
120	CARLOS MENDOZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
121	CARMEN A SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Dec	71.92
122	CARMEN A SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Nov	71.89
123	CARMEN GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	May	80.5
124	CARMEN GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
125	CARMEN LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	May	21.5

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Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
126	CARMEN LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
127	CARRIE HOPKINS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Feb	80.5
128	CARRIE HOPKINS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Mar	80.5
129	CARRIE HOPKINS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	80.5
130	CHONG M. PARK	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Jun	44.99
131	CHRIS WHEELER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
132	CHRIS WHEELER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
133	CHRIS WHEELER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	104.76
134	CHRIS WHEELER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	167.63
135	CHRISTOPHER W. CARLBERG	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Feb	104.45
136	CHRISTOPHER W. CARLBERG	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Mar	88.44
137	CHRISTOPHER W. CARLBERG	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Apr	159.65
138	CHRISTOPHER W. CARLBERG	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	May	88.44
139	CHRISTOPHER W. CARLBERG	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Jun	588.11
140	CHRISTOPHER ZIMMERLEE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	55.6
141	CIRILO DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	88.55
142	CIRILO DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
143	CIRILO DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
144	CIRILO DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
145	CIRILO DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	160.41
146	CLAUDIA M. APLICANO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
147	CLAUDIA M. APLICANO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
148	CLAUDIA M. APLICANO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
149	CLAUDIA M. APLICANO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
150	CLAUDIA REYES	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Sep	91.51
151	CLEOTILDE MORENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Jan	80.5
152	CLEOTILDE MORENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Feb	88.55
153	CLEOTILDE MORENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Mar	80.5
154	CLEOTILDE MORENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Apr	80.5
155	CLEOTILDE MORENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	May	80.5
156	CLEOTILDE MORENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Jun	80.5
157	CLEOTILDE MORENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Nov	80.5
158	CLEOTILDE MORENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Dec	192.45
159	CLEOTILDE MORENO	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	235.61
160	CRAIG MOLINA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Aug	99.88
161	CRAIG MOLINA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Sep	127.5
162	CRAIG MOLINA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Oct	93.28
163	CRAIG MOLINA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Nov	127.25
164	CRAIG MOLINA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Dec	96.59
165	CRE LLC	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Sep	28.25
166	CRISTIN R. SALINAS	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	0.17
167	CRISTIN R. SALINAS	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Mar	81.35
168	CRISTIN R. SALINAS	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Apr	8.25
169	CRISTINA L. HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	80.5
170	CRYSTAL CORONA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jul	41.41
171	CURTIS G. HUDSON	CLERICAL ERROR	CLERICAL ERROR	Sep	16.02
172	CYNTHIA GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	28.6
173	CYNTHIA GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Feb	71.43
174	CYNTHIA M RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Jan	80.5
175	CYNTHIA M RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Feb	80.5
176	CYNTHIA M RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Mar	80.5
177	CYNTHIA M RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Apr	80.5
178	CYNTHIA M RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Jun	80.5
179	CYNTHIA M RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 11 MONTHS	Dec	53.54
180	CYNTHIA MARICELA PALACIO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	80.5
181	CYNTHIA MARICELA PALACIO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Feb	8.86
182	D & A DISCOUNT STORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	31.6
183	D & A DISCOUNT STORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	31.6
184	D & A DISCOUNT STORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	31.6
185	D & A DISCOUNT STORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	31.6
186	DACIA HERRERA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	52.01
187	DACIA HERRERA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	8.75

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Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
188	DAN SANTILLAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jan	89.88
189	DAN SANTILLAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Feb	88.55
190	DAN SANTILLAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
191	DAN SANTILLAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
192	DAN SANTILLAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
193	DAN SANTILLAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
194	DENISE A. ACOSTA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	80.5
195	DENISE CENTENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
196	DENISE CENTENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
197	DESIRA ROJAS	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Aug	117.99
198	EDUARDO SALINAS	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Sep	9.97
199	EDUARDO SALINAS	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	54
200	ELENA A TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jan	8.58
201	ELENA A TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Feb	8.58
202	ELENA A TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Mar	8.58
203	ELENA A TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Apr	8.58
204	ELENA A TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	8.58
205	ELENA A TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	8.58
206	ELISEO AGUIRRE	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Aug	24.8
207	ELISEO AGUIRRE	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jul	46
208	EONICE PENALOZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	88.55
209	EONICE PENALOZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
210	EONICE PENALOZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
211	EONICE PENALOZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
212	EONICE PENALOZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
213	ERIC FLORES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	68.7
214	ERIC GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
215	ERIC GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	93.32
216	ERIN TABER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
217	ERIN TABER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
218	ERIN TABER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
219	ERIN TABER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	85.58
220	ERLINDA M. GALARIO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	49.55
221	ERLINDA M. GALARIO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
222	ERNIE R. LOWE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	Feb	15.88
223	ERNIE R. LOWE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	Mar	18.43
224	ERNIE R. LOWE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	Apr	18.43
225	ERNIE R. LOWE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	May	18.43
226	ERNIE R. LOWE	CUSTOMER OWES LEGITIMATE BALANCE	LANDFILL	Jun	18.43
227	ESTEFANIA RODRIGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Dec	42.92
228	EVERARDO VARGAS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Dec	89.88
229	EVERARDO VARGAS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS CLOSING BILL	Feb	80.5
230	EVERARDO VARGAS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS FINAL BILL	Jan	88.55
231	EXCEL CONCRETE CONSTRUCTION I	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
232	EXCEL CONCRETE CONSTRUCTION I	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
233	FAYZA ALI OBAID	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Dec	92.6
234	FAYZA ALI OBAID	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Nov	91.23
235	FAYZA ALI OBAID	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	89.88
236	FELICIA N GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	80.5
237	FELICIA N GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	28.14
238	FELIPE D. RODRIGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	28.6
239	FELIPE D. RODRIGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Mar	12.5
240	FELIPE D. RODRIGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Apr	80.5
241	FERNANDO BARRON	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	20.45
242	FERNANDO BARRON	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Oct	90.18
243	FERNANDO PIZANO ALCANTAR	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Nov	11.76
244	FRANCES SPANEL	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Oct	26.79
245	FRANCISCA GALLARDO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	28.6
246	FRANCISCA GALLARDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Mar	80.5
247	FRANCISCA GALLARDO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Apr	80.5
248	FRANCISCO URVINA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	35.51
249	FRANCISCO URVINA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Apr	89.88

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Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
250	FRANCISCO URVINA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	May	60.09
251	FREDDIE ADAM RUIZ-BUENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
252	FREDDIE ESPINOZA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	80.5
253	FREDDIE ESPINOZA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Apr	84.18
254	GABRIELA CARLBERG	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Nov	80.5
255	GABRIELA CARLBERG	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Sep	90.66
256	GABRIELA CARLBERG	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Oct	146.83
257	GABRIELA PERALTA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	17.59
258	GABRIELA PERALTA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Aug	80.5
259	GARY E. STEWARD	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	3.1
260	GEMILIA HERRING	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Dec	11
261	GEMILIA HERRING	PAYMENT ARRANGEMENT	PAYMENT ARRANGEMENT	Feb	80.5
262	GEMILIA HERRING	PAYMENT ARRANGEMENT	PAYMENT ARRANGEMENT	Mar	80.5
263	GENARO ACOSTA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
264	GENARO ACOSTA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
265	GENARO ACOSTA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
266	GENARO ACOSTA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
267	GEORGIA ARCHER	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Jun	2.65
268	GINGER SKAGGS	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	8.05
269	GLADYS MONTOYA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
270	GLADYS MONTOYA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
271	GLADYS MONTOYA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
272	GLADYS MONTOYA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
273	GLENDA LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	17.87
274	GLENDA LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Apr	88.55
275	GLORIA DEMERY	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Dec	8.48
276	GLORIA MARTINEZ GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	80.5
277	GLORIA MARTINEZ GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Feb	88.55
278	GLORIA MARTINEZ GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Mar	80.5
279	GLORINDA R. JOHNSON	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	80.5
280	GOLD STAR'S AUTOBODY & REPAIR	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	May	21.95
281	GONZALO SOZA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	28.6
282	GONZALO SOZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jan	88.55
283	GONZALO SOZA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Feb	28.6
284	GREGORY VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS CHECK DIDN'	Feb	88.55
285	GREGORY VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS CHECK DIDN'	Mar	80.5
286	GREGORY VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS CHECK DIDN'	Apr	80.5
287	GREGORY VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS CHECK DIDN'	May	80.5
288	GREGORY VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS CHECK DIDN'	Jun	90.45
289	GUADALAJARA MEAT MARKET	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	356.95
290	GUADALAJARA MEAT MARKET	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	356.95
291	GUADALAJARA MEAT MARKET	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	356.95
292	GUADALAJARA MEAT MARKET	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	356.95
293	GUILLERMO G. VALDEZ	BREACHED ARRANGEMENT	DELINQUENT 10 MONTHS	Jan	191
294	GUILLERMO G. VALDEZ	BREACHED ARRANGEMENT	DELINQUENT 10 MONTHS	Feb	151.93
295	GUILLERMO G. VALDEZ	BREACHED ARRANGEMENT	DELINQUENT 10 MONTHS	Apr	138.12
296	GUILLERMO G. VALDEZ	BREACHED ARRANGEMENT	DELINQUENT 10 MONTHS	May	138.12
297	GUILLERMO G. VALDEZ	BREACHED ARRANGEMENT	DELINQUENT 10 MONTHS	Jun	138.12
298	GUILLERMO G. VALDEZ	BREACHED ARRANGEMENT	DELINQUENT 10 MONTHS	Nov	474.66
299	GUILLERMO G. VALDEZ	BREACHED ARRANGEMENT	DELINQUENT 10 MONTHS	Dec	734.98
300	GUILLERMO SANTANA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Mar	80.5
301	GUILLERMO SANTANA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Apr	80.5
302	GUILLERMO SANTANA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	May	80.5
303	GUILLERMO SANTANA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
304	GUSTAVO & MARLENE RUIZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
305	GUSTAVO & MARLENE RUIZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
306	GUSTAVO LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	1.49
307	GUSTAVO RUIZ CARRILLO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jan	40.7
308	GUSTAVO RUIZ CARRILLO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Feb	28.6
309	GUSTAVO RUIZ CARRILLO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Dec	15.61
310	HACIENDA ESTATES DEVELOPMENT	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Feb	5.72
311	HACIENDA ESTATES DEVELOPMENT	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	28.6

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Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
312	HACIENDA ESTATES DEVELOPMENT	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	28.6
313	HACIENDA ESTATES DEVELOPMENT	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Nov	460.85
314	HACIENDA ESTATES DEVELOPMENT	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Nov	256.09
315	HEATHER L. WOOTAN	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	May	525.18
316	HEATHER L. WOOTAN	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Jun	28.25
317	HECTOR AVILA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	88.55
318	HECTOR AVILA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Dec	18.13
319	HECTOR AVILA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jan	81.98
320	HECTOR MORENO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Nov	176.47
321	HECTOR MORENO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Sep	292.48
322	HECTOR MORENO	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	344.1
323	HERIBERTA ANDRADE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Apr	80.5
324	HERIBERTA ANDRADE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	May	80.5
325	HERIBERTA ANDRADE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	81.63
326	HERMON RICKS	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Jan	88.55
327	HIGINIO ARREOLA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Nov	32.37
328	HIGINIO ARREOLA	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	29.03
329	HOLLY A. DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	80.5
330	HOLLY A. DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Feb	20.01
331	HOLLY A. DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Apr	155.09
332	HOLLY A. DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Mar	80.5
333	HUGO MARQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Apr	80.5
334	HUGO MARQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
335	HUGO MARQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
336	HUMBERTO AND SALLY MADUENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	7.05
337	HUMBERTO AND SALLY MADUENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
338	HUMBERTO AND SALLY MADUENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
339	HUMBERTO AND SALLY MADUENO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
340	HUMBERTO CEJA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Dec	28.6
341	HUMBERTO CEJA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Nov	80.5
342	HUMBERTO CEJA	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	88.55
343	IGLESIA SILOE DE CRISTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS LANDFILL	Apr	10.53
344	IGLESIA SILOE DE CRISTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS LANDFILL	May	6.1
345	IGLESIA SILOE DE CRISTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS LANDFILL	Jun	87.22
346	IGNACIO MARTINEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jan	81.71
347	IGNACIO VILANUEVA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
348	IGNACIO VILANUEVA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
349	IGNACIO VILANUEVA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
350	IGNACIO VILANUEVA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
351	ISIDRO & JACKELINE FLORES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	50.65
352	ISIDRO & JACKELINE FLORES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
353	ISIDRO & JACKELINE FLORES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
354	ISIDRO & JACKELINE FLORES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
355	ISIDRO & JACKELINE FLORES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
356	ISIDRO ARRAMBIDE	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	62.39
357	ISIDRO ARRAMBIDE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MMONTHS	May	63.33
358	ISIDRO ARRAMBIDE	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	72.87
359	IVANIA RIVERA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	80.5
360	IVANIA RIVERA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Feb	17.01
361	JACK MCDANIEL	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	80.5
362	JACLYN C. VALADEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	May	80.5
363	JACLYN C. VALADEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
364	JACOB HULSEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Apr	92.6
365	JACOB HULSEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	May	93.99
366	JACOB HULSEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Jun	95.4
367	JACOB HULSEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Jul	96.83
368	JACOB HULSEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Aug	80.5
369	JACOB HULSEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Sep	43.04
370	JANETTE CORONADO-GUERRA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	80.5
371	JANQUESHA GARDNER	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	93.29
372	JANQUESHA GARDNER	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Aug	66.37
373	JANQUESHA GARDNER	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	94.69

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Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
374	JASMINE YESENIA BEDOLLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jan	82.92
375	JASMINE YESENIA BEDOLLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	80.5
376	JASMINE YESENIA BEDOLLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
377	JASMINE YESENIA BEDOLLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
378	JASMINE YESENIA BEDOLLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
379	JASMINE YESENIA BEDOLLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Dec	80.5
380	JEFF HATHCOCK	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	May	98.88
381	JEFF HATHCOCK	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jun	42.87
382	JEFF HATHCOCK	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jul	26.52
383	JENNIFER LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	80.5
384	JENNIFER LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	May	80.5
385	JENNIFER LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	80.5
386	JENNIFER MARINES	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Sep	55.02
387	JENNIFER MARINES	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	34.44
388	JEREMY WILLER CONSTRUCTION	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Mar	17.55
389	JEREMY WILLER CONSTRUCTION	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Apr	34.32
390	JEREMY WILLER CONSTRUCTION	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	34.32
391	JEREMY WILLER CONSTRUCTION	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	34.32
392	JEREMY WILLER CONSTRUCTION	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Jan	32.01
393	JEREMY WILLER CONSTRUCTION	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	63.08
394	JEREMY WILLER CONSTRUCTION	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Mar	32.01
395	JEREMY WILLER CONSTRUCTION	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Apr	2.86
396	JESUS DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	88.55
397	JESUS DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
398	JESUS DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
399	JESUS DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
400	JESUS DIAZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
401	JESUS DIAZ LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	80.5
402	JESUS PADILLA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Aug	80.5
403	JESUS PADILLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	89.88
404	JESUS PADILLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jul	91.23
405	JESUS PADILLA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Aug	159.33
406	JESUS RIVERA	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Jun	89.88
407	JOANNE GARZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
408	JOANNE GARZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
409	JOANNE GARZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
410	JOANNE GARZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
411	JOEL AVILEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	89.88
412	JOHN OGBORN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	68.07
413	JOHN OGBORN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
414	JOHN OGBORN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
415	JOHN OGBORN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
416	JOHN OGBORN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
417	JOHNIE SHUGART	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
418	JOHNIE SHUGART	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
419	JOLLY KONE	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Oct	61.79
420	JOLLY KONE	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Nov	302.34
421	JOLLY KONE	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Sep	35.28
422	JOLLY KONE	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Oct	7.9
423	JOMA RENTALS LLC	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jan	80.5
424	JOMA RENTALS LLC	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Nov	89.88
425	JOMA RENTALS LLC	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Dec	91.23
426	JORGE & MARIA VERDUGO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	80.5
427	JORGE & MARIA VERDUGO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Apr	80.5
428	JORGE LUIS HUIZAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	88.55
429	JORGE LUIS HUIZAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
430	JORGE LUIS HUIZAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
431	JORGE LUIS HUIZAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
432	JORGE LUIS HUIZAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
433	JORGE ORTIZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	119.82
434	JORGE ORTIZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Aug	112.24
435	JORGE ORTIZ	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	93.36

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Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
436	JORGE VERDUGO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	80.5
437	JOSE & ROSARIO LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Nov	83.6
438	JOSE & ROSARIO LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	18.13
439	JOSE A. SALAZAR	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Dec	80.5
440	JOSE ARIAS	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	23.75
441	JOSE ARIAS	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	46
442	JOSE ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jan	1.31
443	JOSE ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	87.7
444	JOSE ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	79.73
445	JOSE ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	79.73
446	JOSE ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	79.73
447	JOSE ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	79.73
448	JOSE CRUZ FELIX	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	31.46
449	JOSE CRUZ FELIX	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	55.52
450	JOSE G. ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	88.55
451	JOSE G. ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
452	JOSE G. ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
453	JOSE G. ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
454	JOSE G. ARREDONDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
455	JOSE LUIS GOMEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	70.05
456	JOSE LUIS GOMEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	93.28
457	JOSE MARTIN REYES	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	80.5
458	JOSE MIGUEL TOVAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Feb	88.55
459	JOSE MIGUEL TOVAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Mar	80.5
460	JOSE MIGUEL TOVAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Apr	80.5
461	JOSE MIGUEL TOVAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	May	98.19
462	JOSE MIGUEL TOVAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Jun	138.24
463	JOSE RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	88.55
464	JOSE RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
465	JOSE RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	108.62
466	JOSE RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	108.62
467	JOSE RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	123.41
468	JOSE RICO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Dec	80.5
469	JOSE RICO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Nov	88.55
470	JOSE SARABIA TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Mar	80.5
471	JOSE SARABIA TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Apr	80.5
472	JOSE SARABIA TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	May	80.5
473	JOSE SARABIA TORRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	88.44
474	JOSE VILLEGAS MENDEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Dec	80.5
475	JOSE VILLEGAS MENDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Sep	20.11
476	JOSE VILLEGAS MENDEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Nov	93.99
477	JOSE VILLEGAS MENDEZ	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Oct	92.6
478	JOSEFINA GALLARDO	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Jan	56.92
479	JOSEPH RAMOS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Mar	161
480	JOSHUA M. BLACK	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Mar	80.5
481	JOSHUA M. BLACK	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Apr	80.5
482	JOSHUA M. BLACK	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	May	80.5
483	JOSHUA M. BLACK	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Jun	184.27
484	JOYERIA LA UNICA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	22.88
485	JUAN & IRENIA CASTILLO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	28.6
486	JUAN ALBERTO AGUILAR	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
487	JUAN CARLOS PIMENTEL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	66.45
488	JUAN CARLOS PIMENTEL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
489	JUAN CARLOS PIMENTEL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
490	JUAN CARLOS PIMENTEL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
491	JUAN MANUEL ARCEO BATRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	75.95
492	JUAN MANUEL ARCEO BATRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
493	JUAN MANUEL ARCEO BATRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
494	JUAN MANUEL ARCEO BATRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
495	JUAN MANUEL ARCEO BATRES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	110.24
496	JUAN R. CELIS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Mar	80.5
497	JUAN R. CELIS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	May	39

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Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
498	JUAN R. CELIS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	80.5
499	KARINA SALAZAR	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	53.8
500	KARINA SALAZAR	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Sep	8.05
501	KATHERINE NAVARETE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	19.05
502	KATHERINE NAVARETE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
503	KATHERINE NAVARETE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
504	KATHERINE NAVARETE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
505	KATHY OSUNA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	27.27
506	KATHY OSUNA	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	28.6
507	KCS OF SCHOOLS-HOUSING AUTHO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jun	319.61
508	KCS OF SCHOOLS-HOUSING AUTHO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jul	30.1
509	KENNETH KROGMAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
510	KENNETH KROGMAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
511	KEON L. TYLER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
512	KLASSEN CORPORATION	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jan	228.79
513	KLASSEN CORPORATION	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Feb	228.79
514	KLASSEN CORPORATION	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Dec	228.79
515	KRISTA ARRAMBIDE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
516	KRISTA ARRAMBIDE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
517	LA COSTA DEL SOL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Apr	10.53
518	LA COSTA DEL SOL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	May	10.53
519	LA COSTA DEL SOL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	10.53
520	LA OTRA 99 CENT STORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	103.99
521	LA OTRA 99 CENT STORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	103.99
522	LA OTRA 99 CENT STORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	103.99
523	LA OTRA 99 CENT STORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	103.99
524	LARRY LARIMORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Apr	82.98
525	LARRY LARIMORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	84.23
526	LARRY LARIMORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	85.5
527	LARRY LARIMORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jul	44.24
528	LARRY LARIMORE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Sep	85.05
529	LAS ROSAS	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	May	2.86
530	LAURA M. LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Mar	80.5
531	LAURA M. LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Apr	80.5
532	LAURA M. LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	May	80.5
533	LAURA M. LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	80.5
534	LETICIA BERNAL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	117.82
535	LEZZETH MENCHACA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jan	80.5
536	LEZZETH MENCHACA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Nov	88.55
537	LEZZETH MENCHACA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Dec	80.5
538	LEZZETH MENCHACA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Oct	18.83
539	LINDA & FREDDIE ALONZO	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Jun	13.12
540	LOREN RAY HANEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Feb	14.45
541	LOREN RAY HANEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Mar	80.5
542	LOREN RAY HANEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Apr	80.5
543	LOREN RAY HANEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	May	80.5
544	LOREN RAY HANEY	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Jun	80.5
545	LORRAINE A VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Jan	89.88
546	LORRAINE A VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Feb	88.55
547	LORRAINE A VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Mar	80.5
548	LORRAINE A VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Apr	80.5
549	LORRAINE A VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	May	80.5
550	LORRAINE A VAUGHN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Jun	80.5
551	LOURDES REYES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
552	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 12 MONTHS	Jan	94.22
553	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 12 MONTHS	Feb	88.55
554	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 12 MONTHS	Mar	80.5
555	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 12 MONTHS	Apr	80.5
556	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 12 MONTHS	May	80.5
557	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 12 MONTHS	Jun	80.5
558	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 12 MONTHS	Sep	24.21
559	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 12 MONTHS	Nov	91.46

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Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
560	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 12 MONTHS	Dec	92.83
561	LUIS SOTO	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	80.5
562	LUPE JIMENEZ	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Apr	8.48
563	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Jan	93.04
564	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Feb	78.12
565	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Mar	71.02
566	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Apr	151.91
567	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	May	186.43
568	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Jun	154.87
569	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Jul	85.1
570	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Aug	86.37
571	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Sep	87.67
572	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Oct	88.98
573	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Nov	90.31
574	M & R BODY SHOP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 17 MONTHS	Dec	91.67
575	M.V. AUTO WORKS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	15.8
576	MAGDALENA GALLARDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Sep	89.88
577	MAGDALENA GALLARDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Nov	92.6
578	MAGDALENA GALLARDO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Dec	93.99
579	MAGDALENA GALLARDO	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	91.23
580	MANUEL A SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	80.5
581	MANUEL A SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Feb	17.84
582	MANUEL HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Apr	37.66
583	MARCELA H. HARVEY	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jan	28.6
584	MARCO A VALENZUELA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jan	80.5
585	MARCO A VALENZUELA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Dec	20.11
586	MARIA C. GARZA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	80.5
587	MARIA CAMPOS	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	0.7
588	MARIA D PECK	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	89.06
589	MARIA DE JESUS PEREZ DE OROZCO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	71.92
590	MARIA DE JESUS PEREZ DE OROZCO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	71.92
591	MARIA ELENA FLORES	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Mar	15.34
592	MARIA FREGOSO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	80.5
593	MARIA FREGOSO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Mar	69.05
594	MARIA FREGOSO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Apr	80.5
595	MARIA G. CAZAREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
596	MARIA G. CAZAREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
597	MARIA G. CAZAREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
598	MARIA G. CAZAREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
599	MARIA MIRANDA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
600	MARIA NAVARRETE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	77.11
601	MARIA NAVARRETE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jul	92.6
602	MARIA NAVARRETE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Aug	93.99
603	MARIA NAVARRETE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Sep	56.49
604	MARIA R PANIAGUA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	32.65
605	MARIA R PANIAGUA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	48.34
606	MARIA S. CONTRERAS	MUNIS GLITCH	MUNIS GLITCH	May	8.58
607	MARIA S. CONTRERAS	MUNIS GLITCH	MUNIS GLITCH	Jun	8.58
608	MARIA SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
609	MARIA WALLE	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	28.6
610	MARIA WALLE	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Mar	70.05
611	MARIBEL AYALA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Dec	99.34
612	MARIBEL AYALA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Nov	25
613	MARIBEL AYALA	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	125
614	MARIE VALENZUELA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	69.05
615	MARIE VALENZUELA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
616	MARIE VALENZUELA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
617	MARIE VALENZUELA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
618	MARTIN LOPEZ TINOCO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	40.5
619	MARTIN VERDOZA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	15.61
620	MARTIN VERDOZA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	May	89.88
621	MARTIN VERDOZA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	30.38

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Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
622	MARY L. PEREZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	20.02
623	MARY L. PEREZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	54.82
624	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Jan	95.37
625	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Feb	88.55
626	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Mar	80.5
627	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Apr	80.5
628	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	May	80.5
629	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Jun	80.5
630	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Sep	87.71
631	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Oct	91.2
632	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Nov	92.57
633	MATTHEW D. SANCHEZ	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Dec	93.96
634	MAURO ALMARAZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	75.95
635	MAYRA BARBOZA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Aug	29.67
636	MAYRA BARBOZA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jul	42.52
637	MCCAFFERTY'S/GUERRERO, D.	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	31.6
638	MCCAFFERTY'S/GUERRERO, D.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	May	135.04
639	MCCAFFERTY'S/GUERRERO, D.	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	380.08
640	MICHAEL HALLMARK	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	80.5
641	MICHAEL SOLANO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	80.5
642	MICHAEL SOLANO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Feb	96.6
643	MIGUEL A HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Aug	94.37
644	MIGUEL A. MORENO	BREACHED ARRANGEMENT	BREACHED ARRANGEMENT	Jan	67.7
645	MIGUEL A. MORENO	BREACHED ARRANGEMENT	BREACHED ARRANGEMENT	Feb	88.55
646	MIGUEL A. MORENO	BREACHED ARRANGEMENT	BREACHED ARRANGEMENT	Mar	80.5
647	MIGUEL A. MORENO	BREACHED ARRANGEMENT	BREACHED ARRANGEMENT	Apr	80.5
648	MIGUEL A. MORENO	BREACHED ARRANGEMENT	BREACHED ARRANGEMENT	May	80.5
649	MIGUEL A. MORENO	BREACHED ARRANGEMENT	BREACHED ARRANGEMENT	Jun	80.5
650	MIGUEL MORA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Jan	6.78
651	MIGUEL N. SALDANA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	91.23
652	MIGUEL N. SALDANA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Aug	89.88
653	MIRIAM SALINAS	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Jan	81.71
654	MONICA VALDEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	92.6
655	MONICA VALDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	May	89.88
656	MONICA VALDEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	91.23
657	MONIQUE C. GOMEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Mar	19.05
658	MONIQUE C. GOMEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Apr	80.5
659	MONIQUE C. GOMEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	May	80.5
660	MONIQUE C. GOMEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
661	MONIQUE M. VOGAN	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jan	90.18
662	MONIQUE M. VOGAN	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Dec	20.11
663	N. ROBERSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
664	NANCY BAZAN	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	0.97
665	NANCY E. ANAYA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	58.92
666	NANCY E. ANAYA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jul	93.18
667	NANCY E. ANAYA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Aug	94.58
668	NANCY E. ANAYA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Sep	96
669	NANCY E. ANAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Oct	80.5
670	NARCISO MARTINEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	178.03
671	NICOLE SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	28.6
672	NICOLE SANCHEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	80.5
673	NITA GIBSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	88.55
674	NITA GIBSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	80.5
675	NITA GIBSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	80.5
676	NITA GIBSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
677	NITA GIBSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
678	NOEL CHAVEZ	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Jul	28.25
679	NORA RAMIREZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	102.62
680	OLIVIA LUCERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Jan	80.5
681	OLIVIA LUCERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Feb	80.5
682	OLIVIA LUCERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Mar	80.5
683	OLIVIA LUCERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Apr	80.5

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1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
684	OLIVIA LUCERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	May	80.5
685	OLIVIA LUCERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Jun	80.5
686	OLIVIA LUCERO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 10 MONTHS	Dec	80.5
687	OMAR MORALES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jul	89.88
688	OMAR MORALES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Aug	91.23
689	OMAR MORALES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Sep	92.6
690	OMAR NAVARRO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	80.5
691	OMAR NAVARRO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	80.5
692	OMER A SALEH	MUNIS GLITCH	MUNIS GLITCH	Jan	5.64
693	OMER A SALEH	MUNIS GLITCH	MUNIS GLITCH	Feb	88.55
694	OMER A SALEH	MUNIS GLITCH	MUNIS GLITCH	Mar	80.5
695	OMER A SALEH	MUNIS GLITCH	MUNIS GLITCH	Apr	80.5
696	OMER A SALEH	MUNIS GLITCH	MUNIS GLITCH	May	80.5
697	OMER A SALEH	MUNIS GLITCH	MUNIS GLITCH	Jun	80.5
698	OSCAR GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	87.31
699	OSCAR GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jul	394.72
700	OSCAR GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Aug	141.11
701	OSCAR GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Sep	33.93
702	PATRICIA HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 14 MONTHS	Mar	80.5
703	PATRICIA HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 14 MONTHS	Apr	80.5
704	PATRICIA HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 14 MONTHS	May	80.5
705	PATRICIA HERNANDEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 14 MONTHS	Jun	80.5
706	PAUL & DENISE LITCHFIELD	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	30.36
707	PAUL & DENISE LITCHFIELD	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	88.55
708	PAULINE MARQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Dec	71.92
709	PAULINE MARQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Nov	79.11
710	PERLA FLORES ORTEGA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
711	PERLA FLORES ORTEGA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
712	PIZZA FACTORY	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	583.1
713	PIZZA FACTORY	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	527.27
714	PIZZA FACTORY	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	501.88
715	PIZZA FACTORY	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	557.25
716	PIZZA FACTORY	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	501.88
717	PLANK INVESTMENTS, INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 50 ACCOUNTS IN 9 MON	Feb	4.82
718	PLANK INVESTMENTS, INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 50 ACCOUNTS IN 9 MON	Mar	104.76
719	PLANK INVESTMENTS, INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 50 ACCOUNTS IN 9 MON	Apr	196.59
720	PLANK INVESTMENTS, INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 50 ACCOUNTS IN 9 MON	May	419.04
721	PLANK INVESTMENTS, INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 50 ACCOUNTS IN 9 MON	Jun	419.04
722	PLAZA HOTEL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	678.16
723	PLAZA HOTEL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	678.16
724	PLAZA HOTEL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	678.16
725	PLAZA HOTEL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	678.16
726	PRISCILLA BALTAZAR	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	28.6
727	PRISCILLA BALTAZAR	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Apr	1.48
728	RACHEL RAMIREZ	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Jun	28.5
729	RACHEL RAMIREZ	MUNIS GLITCH	MUNIS GLITCH	Apr	71.92
730	RACHEL RAMIREZ	MUNIS GLITCH	MUNIS GLITCH	May	71.92
731	RACHEL RAMIREZ	MUNIS GLITCH	MUNIS GLITCH	Jun	71.92
732	RAFAEL GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	8.05
733	RAMON FIGUEROA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	41.1
734	RAUL ALVAREZ &	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
735	RAUL ALVAREZ &	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
736	RAUL ALVAREZ &	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
737	RAUL ALVAREZ &	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
738	RAUL RIOS MUNOZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	80.5
739	RAUL RIOS MUNOZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Apr	80.5
740	RAUL RIOS MUNOZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	May	80.5
741	RAY S. GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Jan	81.25
742	RAYMOND GALLARDO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Aug	16.62
743	RAYMOND GALLARDO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jul	33.94
744	RAYMOND NORTMAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
745	RAYMOND NORTMAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5

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1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
746	RAYMOND NORTMAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
747	RAYMOND NORTMAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
748	REBECCA SULLIVAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
749	REBECCA SULLIVAN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
750	REFUGIO M. MARQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 2 MONTHS	Feb	80.5
751	REFUGIO M. MARQUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 2 MONTHS	Jun	80.5
752	RICARDO ANDRADE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
753	RICKY SAMARRIPAS	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	89.88
754	RIGOBERTO FIGUEROA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	May	80.5
755	RIGOBERTO FIGUEROA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
756	RMT CONTRACTING INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Jan	11.76
757	RMT CONTRACTING INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Feb	11.58
758	RMT CONTRACTING INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Mar	10.53
759	RMT CONTRACTING INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Apr	10.53
760	RMT CONTRACTING INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	May	10.53
761	RMT CONTRACTING INC.	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Jun	10.53
762	ROBERTO ARREOLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
763	ROBERTO ARREOLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
764	ROBERTO ARREOLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
765	ROBERTO ARREOLA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
766	RODOLFO MELGOZA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	80.5
767	RODOLFO MELGOZA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Mar	8.05
768	ROSA CUEVAS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	61
769	ROSA LETICIA RUIZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
770	ROSA LETICIA RUIZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
771	ROSA LETICIA RUIZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
772	ROSA LETICIA RUIZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
773	ROSA MERCADO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Apr	12.48
774	ROSA MERCADO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	May	80.5
775	ROSA MERCADO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	80.5
776	ROSA ROMERO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	4.9
777	ROY JOHNSON	MUNIS GLITCH	MUNIS GLITCH	Mar	8.58
778	RUBEN B. GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jan	85.24
779	RUBEN B. GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Feb	79.11
780	RUBEN B. GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	152.42
781	RUBEN B. GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Sep	80.3
782	RUBEN B. GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Nov	82.74
783	RUBEN B. GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Dec	83.98
784	RUBEN B. GARCIA	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	81.51
785	SABAS GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	80.5
786	SABINA GALLEGOS	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	80.5
787	SAMANTHA JOCELYN CONTRERAS	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	80.5
788	SAMANTHA JOCELYN CONTRERAS	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	May	80.5
789	SAN JOAQUIN VALLEY ROASTING	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Feb	11.58
790	SAN JOAQUIN VALLEY ROASTING	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Mar	10.53
791	SAN JOAQUIN VALLEY ROASTING	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Apr	10.53
792	SAN JOAQUIN VALLEY ROASTING	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	10.53
793	SAN JOAQUIN VALLEY ROASTING	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	10.53
794	SANDRA LANE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 2 MONTHS	May	14.37
795	SANDRA ROBLEDO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Sep	41.61
796	SANDRA ROBLEDO	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Oct	54.7
797	SANTIAGO RENTERIA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	88.55
798	SANTOS CAMPOS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jan	115.93
799	SANTOS CAMPOS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jul	86.22
800	SANTOS CAMPOS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Aug	34.32
801	SANTOS CAMPOS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Sep	124.3
802	SANTOS CAMPOS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Nov	80.5
803	SANTOS CAMPOS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Dec	80.5
804	SANTOS CAMPOS	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	88.55
805	SARA L. CALHOUN	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	131.96
806	SERGIO A.A VALLE	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	80.5
807	SERGIO A.A VALLE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	May	80.5

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1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
808	SERGIO A.A VALLE	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	80.5
809	SERGIO DOMINGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	80.5
810	SERGIO DOMINGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jan	81.71
811	SERGIO DOMINGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Feb	80.5
812	SERGIO DOMINGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Mar	80.5
813	SERGIO DOMINGUEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Apr	80.5
814	SILVIA QUEZADA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	9
815	SILVIA QUEZADA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	May	5.36
816	SILVIA QUEZADA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jun	29.11
817	SILVIA VILLA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	0.94
818	SOCORRO NAVARRETE	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	81.71
819	SOCORRO NAVARRETE	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Oct	91.11
820	SONIA GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	0.7
821	STEPHANIE MENDOZA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jul	94.33
822	STEWARD CO.	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Apr	50.25
823	STEWARD CO.	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	2.43
824	STEWARD CO./JON FLORA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Oct	89.88
825	STEWARD COMPANY/SUZANNE RI	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Aug	8.17
826	STEWARD COMPANY-CHET GROOM	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	14.61
827	TARA SISEMORE	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Jan	32.89
828	TARA SISEMORE	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Feb	31.46
829	TARA SISEMORE	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Mar	28.6
830	TARA SISEMORE	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Apr	28.6
831	TARA SISEMORE	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	May	28.6
832	TARA SISEMORE	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Jun	28.6
833	TARA SISEMORE	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Nov	31.93
834	TARA SISEMORE	NO USAGE, CUSTOMER DIDN'T STOP SERVICE	BILLING ERROR	Dec	32.41
835	TERRY NAVARRETE	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	80.5
836	TERRY NAVARRETE	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Feb	80.5
837	TOM LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
838	TOM LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	97.35
839	TOM METLER	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	88.55
840	TOM METLER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Dec	89.88
841	TOM METLER	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jan	91.23
842	TOMAS LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	89.88
843	TOMAS LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	91.23
844	TOMAS LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jul	92.6
845	TOMAS LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Aug	93.99
846	TOMAS LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Sep	28.6
847	TOMAS LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	(blank)	Oct	28.6
848	TOMAS OJEDA JR	MUNIS GLITCH	MUNIS GLITCH	Sep	89.88
849	TOMMY DUNLAP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 2 MONTHS	Aug	243.93
850	TOMMY DUNLAP	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 2 MONTHS	Sep	101.2
851	TOP GREEN SOLUTIONS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Jan	446.04
852	TOP GREEN SOLUTIONS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Feb	439.44
853	TOP GREEN SOLUTIONS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Mar	399.49
854	TOP GREEN SOLUTIONS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Apr	399.49
855	TOP GREEN SOLUTIONS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	May	399.49
856	TOP GREEN SOLUTIONS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS	Jun	399.49
857	TORAK CELIS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	May	20.11
858	TORAK CELIS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	92.6
859	TORAK CELIS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jul	93.99
860	TORAK CELIS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Aug	57.71
861	TRINIDAD CASTRO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Apr	91.9
862	TRINIDAD CASTRO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	May	91.9
863	TRINIDAD CASTRO	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	91.9
864	TRIUMPH M LLC	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	80.5
865	VALERIE & CHRISTOPHER McDONO	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	28.6
866	VALERIE & CHRISTOPHER McDONO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	May	80.5
867	VANESSA GONZALEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	May	80.5
868	VANESSA J CASTANEDA	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	31.73
869	VANESSA J CASTANEDA	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jul	20.11

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As of 10/15/2020

Row	Customer Name	Notes	General Notes	Bill Month	Balance Due
1	AGUSTIN RAYA	MISSED IN 2019 WRITE-OFFS	MISSED IN 2019 WRITE-OFFS	Feb	37.94
870	VANESSA J CASTANEDA	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Aug	92.6
871	VANESSA LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Mar	80.5
872	VANESSA LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Apr	80.5
873	VANESSA LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	May	80.5
874	VANESSA LOPEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS	Jun	80.5
875	VERNICE REESE	MUNIS GLITCH	MUNIS GLITCH	May	8.58
876	VICTOR MANUEL CHAVEZ FLORES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	May	80.5
877	VICTOR MANUEL CHAVEZ FLORES	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 5 MONTHS	Jun	80.5
878	VINCENT GRINNER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
879	VIRGINIA CAVAZOS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	May	138.12
880	VIRGINIA CAVAZOS	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 8 MONTHS	Jun	138.12
881	VIRGINIA S HORTON	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Mar	80.5
882	VIRGINIA S HORTON	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Feb	80.5
883	W.L. PORTER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Apr	80.5
884	W.L. PORTER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	May	80.5
885	W.L. PORTER	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 6 MONTHS	Jun	80.5
886	WASCO POST OFFICE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS LANDFILL	Mar	31.6
887	WASCO POST OFFICE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS LANDFILL	Apr	31.6
888	WASCO POST OFFICE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS LANDFILL	May	31.6
889	WASCO POST OFFICE	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 7 MONTHS LANDFILL	Jun	31.6
890	WILLIS JOHNSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Jan	63.03
891	WILLIS JOHNSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Feb	88.55
892	WILLIS JOHNSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Mar	80.5
893	WILLIS JOHNSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Apr	80.5
894	WILLIS JOHNSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	May	80.5
895	WILLIS JOHNSON	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 9 MONTHS LANDFILL	Jun	80.5
896	WILSON CHAVEZ	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 4 MONTHS	Jun	80.5
897	WINGATE REAL ESTATE (JESSE ZAP/	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Jun	9.07
898	YOLANDA MARTINEZ	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Feb	80.5
899	YOLANDA MARTINEZ	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Jan	82.27
900	YUVRAJJIT GILL	CUSTOMER OWES LEGITIMATE BALANCE	CLOSING BILL	Sep	13.24
901	YUVRAJJIT GILL	CUSTOMER OWES LEGITIMATE BALANCE	DELINQUENT 3 MONTHS	Jul	12.84
902	YUVRAJJIT GILL	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Aug	13.04
903	ZEFERINA CASTILLO	CUSTOMER OWES LEGITIMATE BALANCE	FINAL BILL	Mar	144.55
904	**Grand Total**				**$ 76,466.16**

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: October 20, 2020

SUBJECT: Adopt a Resolution Authorizing Past Due General Billing Account Collection Loss Write-Off in the amount of $3,161.99

Recommendation:
Staff recommends the City Council to adopt a Resolution Authorizing Past Due General Billing Account Collection Loss Write-Off in the amount of $3,161.99.

Discussion:
The City furnishes public safety and citywide billing services for public and private uses, including construction hydrant meter rentals, nuisance abatement compliance, traffic-related enforcement fines, and penalties. During the completion of the audit ending Fiscal Year June 30, 2018, numerous aging general billing receivable balances were removed from the City's general ledger to facilitate the completion of the audit and year-end closing process. Staff has since completed an overall reconciliation of the general billing module, and Exhibit A of the Resolution notes 20 aged general billing accounts that date back to July 01, 2019. These accumulated balances have since increased and due to non-payment of amounts owed. Nevertheless, the financial system needs to be updated and maintained with relevant information.

Proper revenue control and management practices and policy over accounts receivables are essential components of sound financial management. Writing-offs is an accounting term and practice that needs to be performed periodically to ensure that accounts receivables and the City's balances are not overstated or understated. This necessitates that the City's regularly assess its accounts, maintains and updates its financial system, and ledger with relevant current information.

To begin the collection process on delinquent balances noted in Exhibit A. Prudent financial accounting standards require the bad debts to be written off the general ledger and subsidiary ledgers via the City Council's authorization. On June 18, 2019, City Council approved Resolution NO. 2019-3343 which permits finance staff to provide a list of bad debts to the Franchise Tax Board Interagency Intercept Collection Program for possible reimbursement of monies owed to the City.

The Finance Department's standard process is to send the verifiable bad debts to collections, including the Franchise Tax Board Interagency Intercept Collection Program,

for possible reimbursement of monies owed to the City. This process can be modified given the current pandemic to delay when the City initiates the collection process while still proceeding and processing the City's accounting system and general ledger's write-offs. For example, the City Council may approve the resolution approving the write-offs but direct staff to delay the collection process for six months. Staff will still be able to proceed with the accounting and procedural process of updating the City's ledger and financial system but not proceed with contacting and transmitting information pertaining to delinquent accounts and outstanding balances until the specified time.

The Finance Department can continue to notify customers of their delinquent balances as well as continue its collection efforts internally. In addition, the Finance Department can also still allow residents and businesses to set up reasonable payment arrangements in order to satisfy any outstanding balances.

Fiscal Impact:
Loss Write-Off of past due to General Billing in the amount of $3,161.99

Attachments:
1. Resolution
2. Exhibit A

RESOLUTION NO. 2020 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING PAST DUE GENERAL BILLING ACCOUNT COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF $3,161.99

WHEREAS, The City of Wasco furnishes public safety and citywide billing services for both public and private uses, including construction hydrant meter rentals, nuisance abatement compliance, traffic-related enforcement fines, and penalties; and

WHEREAS, providing services includes the collection of the cost of services provided; and

WHEREAS, The City of Wasco makes every attempt to collect outstanding balances; and

WHEREAS, the attached Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2020, and is made a part of this resolution.

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

SECTION 1: Authorizes the Finance Director to write-off as collection losses the accounts receivable balances pursuant to attached "Exhibit A" totaling $3,161.99.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 20, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:_____

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

General Billing Aging
Outstanding Balances 7/01/2019 through 6/30/2020
As of 10/02/20

Customer ID	Customer Name	Description	Bill Number	2019	2020	Grand Total	Adjustment Amount	Collectible Amount	Total	Notes
10796	JESUS E. MARTINEZ	Utility Payment Arrangement	9315		202.61	202.61		202.61	202.61	Customer has not made payments since March 2020.
11904	ROBERT DELIRA	Animal Citations	8944	150.00		150.00		150.00	150.00	Working with Animal Control to send to collections.
11904	ROBERT DELIRA	Animal Citations	8945	150.00		150.00		150.00	150.00	Working with Animal Control to send to collections.
16388	ALEXANDER CAMPOS	Animal Citations	8946	150.00		150.00		150.00	150.00	Working with Animal Control to send to collections.
16429	TAUNIAH GARCIA	Animal Citations	9038	100.00		100.00		100.00	100.00	Working with Animal Control to send to collections.
16511	JOHANNA ALCALA	Utility Payment Arrangement	9318		240.88	240.88		240.88	240.88	Customer has not made payments since June 2020.
16635	LINDI BURTON	Animal Citations	9184		160.00	160.00		160.00	160.00	Working with Animal Control to send to collections.
16651	KEVIN ALEXANDER BALTAZAR	DUI Cost Recovery	9192		451.66	451.66		451.66	451.66	Legitimate Balance
16681	JOSE ALFREDO LEON	DUI Cost Recovery	9233		630.00	630.00		630.00	630.00	Legitimate Balance
2078	TERESA VELASQUEZ	Animal Citations	8937	150.00		150.00		150.00	150.00	Working with Animal Control to send to collections.
2095	AURELIO RINCON RAMOS	Utility Payment Arrangement	9395		115.84	115.84		115.84	115.84	Customer has not made payments since July 2020.
4534	KERN REGIONAL CENTER	Dial A Ride Services	8854	50.00		50.00		50.00	50.00	Legitimate Balance
4534	KERN REGIONAL CENTER	Dial A Ride Services	8871	61.00		61.00		61.00	61.00	Legitimate Balance
4534	KERN REGIONAL CENTER	Dial A Ride Services	8954	50.00		50.00		50.00	50.00	Legitimate Balance
6816	MARIA G. CAZAREZ	Animal Citations	8932	50.00		50.00		50.00	50.00	Working with Animal Control to send to collections.
708	MARTHA RAMOS	Animal Citations	9039	150.00		150.00		150.00	150.00	Working with Animal Control to send to collections.
869	SEFERINA BALLESTEROS	Animal Citations	8931	300.00		300.00		300.00	300.00	Working with Animal Control to send to collections.
Grand Total				1361	1800.99	3161.99	0	3161.99	3161.99	

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: October 20, 2020

SUBJECT: Approve a Resolution Authorizing Past Due Business License Account Collection Loss Write-Off in the amount of $41,957.60.

Recommendation:
Staff recommends the City Council to adopt a Resolution Authorizing Past Due General Billing Account Collection Loss Write-Off in the amount of $41,957.60

Discussion:

The City issues business licenses to allow individuals or businesses to conduct business within the City of Wasco. During the completion of the Fiscal Year Ending June 30, 2020, finance staff has since completed a detailed reconciliation of the business license aged accounts that date back to July 01, 2019. These uncollectable accounts must be removed from the general and subsidiary ledgers. These accumulated balances have increased over the past fiscal year and may be due to non-payment of amounts owed, or possibly the business is no longer in business. Staff has attempted to contact these businesses by phone, email, and monthly notices of past due amounts. Unfortunately, businesses have not been able to pay the remaining balances.

Proper revenue control and management practices and policy over accounts receivables are essential components of sound financial management. Writing-offs is an accounting term and practice that needs to be performed periodically to ensure that accounts receivables and the City's balances are not overstated or understated. This necessitates that the City's regularly assess its accounts, maintains and updates its financial system, and ledger with relevant current information.

To begin the collection process on delinquent balances noted in Exhibit A. Prudent financial accounting standards require the bad debts to be written off the general ledger and subsidiary ledgers via the City Council's authorization. On June 18, 2019, City Council approved Resolution NO. 2019-3343 which permits finance staff to provide a list of bad debts to the Franchise Tax Board Interagency Intercept Collection Program for possible reimbursement of monies owed to the City.

The Finance Department's standard process is to send the verifiable bad debts to collections, including the Franchise Tax Board Interagency Intercept Collection Program, for possible reimbursement of monies owed to the City. This process can be modified given the current pandemic to delay when the City initiates the collection process while

still proceeding and processing the City's accounting system and general ledger's write-offs. For example, the City Council may approve the resolution approving the write-offs but direct staff to delay the collection process for six months. Staff will still be able to proceed with the accounting and procedural process of updating the City's ledger and financial system but not proceed with contacting and transmitting information pertaining to delinquent accounts and outstanding balances until the specified time.

Fiscal Impact:
Loss Write-Off in the amount of $41,957.60

Attachments:
1. Resolution
2. Exhibit A

RESOLUTION NO. 2020 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING PAST DUE BUSINESS LICENSE ACCOUNT COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF $41,957.60

WHEREAS, The City of Wasco issues business licenses to allow individuals or companies to conduct business within the City of Wasco; and

WHEREAS, providing permits to operate a business within the City includes the collection of a business license tax; and

WHEREAS, The City of Wasco makes every attempt to collect outstanding balances; and

WHEREAS, the attached Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2020, and is made a part of this resolution.

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

SECTION 1: Authorizes the Finance Director to write-off as collection losses the accounts receivable balances pursuant to attached "Exhibit A" totaling $41,957.60

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020-_____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 20, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:_____

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

Business License Aging
Outstanding Balances 7/01/2019 through 6/30/2020
As of 10/15/20

Row	Notes	Customer ID	Customer Name	Years Outstanding	Total
1	Active Business. Delinquent letter has been mailed.	717	WASCO TRUE VALUE INC.	1	199.00
2	Active Business. Delinquent letter has been mailed.	1764	WEGMAN BROS.	3	59.00
3	Active Business. Delinquent letter has been mailed.	2088	MCCAFFERTY'S/GUERRERO, D.	4	79.00
4	Active Business. Delinquent letter has been mailed.	3177	WASCO REALTY	1	59.00
5	Active Business. Delinquent letter has been mailed.	3569	GILLIAM & SONS	2	139.00
6	Active Business. Delinquent letter has been mailed.	3574	NESTLE WATERS NORTH AMERICA INC	2	99.00
7	Active Business. Delinquent letter has been mailed.	3603	OASIS AIR CONDITION INC	5	59.00
8	Active Business. Delinquent letter has been mailed.	3717	COMMUNITY SUPPORT OPTIONS INC.	1	39.00
9	Active Business. Delinquent letter has been mailed.	3798	MONJI LANDSCAPE COMPANIES	1	20.00
10	Active Business. Delinquent letter has been mailed.	3812	TERESA'S TACO VILLA	2	289.00
11	Active Business. Delinquent letter has been mailed.	3815	HAMPSTED WASCO PARTNERS, L.P.	3	789.00
12	Active Business. Delinquent letter has been mailed.	3831	ROCK BOTTOM POOLS	4	139.00
13	Active Business. Delinquent letter has been mailed.	3897	THE PLAZA HOTEL	4	169.00
14	Active Business. Delinquent letter has been mailed.	3964	1953 CONSTRUCTION INC. DBA	5	79.00
15	Active Business. Delinquent letter has been mailed.	3974	FRANZEN-HILL CORPORATION	2	59.00
16	Active Business. Delinquent letter has been mailed.	4046	BAKERSFIELD LIGHTING	1	59.00
17	Active Business. Delinquent letter has been mailed.	4157	AMERICAN WEST CONSTRUCTION	1	59.00
18	Active Business. Delinquent letter has been mailed.	4337	WASCO LAUNDROMAT	5	59.00
19	Active Business. Delinquent letter has been mailed.	4347	HPS MECHANICAL INC.	2	359.00
20	Active Business. Delinquent letter has been mailed.	4394	WASCO CHURCH OF GOD	1	224.00
21	Active Business. Delinquent letter has been mailed.	4400	WASCO ELKS LODGE # 2419	4	224.00
22	Active Business. Delinquent letter has been mailed.	5060	MENDOZA'S GARDENING SERVICE	2	59.00
23	Active Business. Delinquent letter has been mailed.	5092	HOMETOWN DENTAL CARE	1	22.00
24	Active Business. Delinquent letter has been mailed.	5803	ANGEL'S FAMILY NUTRITION	1	79.00
25	Active Business. Delinquent letter has been mailed.	6384	WASCO MINI STORAGE	1	287.00
26	Active Business. Delinquent letter has been mailed.	6443	WASCO REALTY (RENTALS)	2	79.00
27	Active Business. Delinquent letter has been mailed.	6853	MARK ARAGON PAINTING CO.	1	139.00
28	Active Business. Delinquent letter has been mailed.	7903	ZUBIA ROOFING	7	4.00
29	Active Business. Delinquent letter has been mailed.	7976	SIENNA CONSTRUCTION	4	59.00
30	Active Business. Delinquent letter has been mailed.	7992	VALLEY TREE & CONST	1	20.00
31	Active Business. Delinquent letter has been mailed.	8105	ANYTIME FITNESS(SJGS ENTERPRISE)	3	79.00
32	Active Business. Delinquent letter has been mailed.	8126	DON'S MOBILE LOCK SMITH	3	20.00
33	Active Business. Delinquent letter has been mailed.	8260	CALIFORNIA HOME PROS	3	159.00
34	Active Business. Delinquent letter has been mailed.	9004	PALMETTO ENGINEERING & LAND SUREVING	1	59.00
35	Active Business. Delinquent letter has been mailed.	9157	DAN MAYBERRY PIPELINE CONSTRUCTION	3	139.00
36	Active Business. Delinquent letter has been mailed.	9405	S.A. CAMP PUMP & DRILLING CO.	5	20.00
37	Active Business. Delinquent letter has been mailed.	9599	AMIGOS MEAT MARKET	1	149.00
38	Active Business. Delinquent letter has been mailed.	9669	VAG PROPERTIES	2	99.00
39	Active Business. Delinquent letter has been mailed.	9685	CYPREXX SERVICES	1	39.00
40	Active Business. Delinquent letter has been mailed.	9786	CJM JR. SUSPENDED CEILINGS	5	139.00
41	Active Business. Delinquent letter has been mailed.	9878	VARGAS GARDENING	4	59.00
42	Active Business. Delinquent letter has been mailed.	10245	A CUT ABOVE CONCRETE	5	79.00
43	Active Business. Delinquent letter has been mailed.	10252	STORAGE RAMIREZ	5	59.00
44	Active Business. Delinquent letter has been mailed.	10284	AMERICAN HYDROTECH INC	1	119.00
45	Active Business. Delinquent letter has been mailed.	10465	NICO'S LAWN SERVICE	1	59.00
46	Active Business. Delinquent letter has been mailed.	10481	WEKAM INC. DBA DENNY'S #7932	3	789.00
47	Active Business. Delinquent letter has been mailed.	10553	COLIMA'S BARBER SHOP (M. YSIDRO ZAMORA)	1	52.60
48	Active Business. Delinquent letter has been mailed.	10624	BRUSH SALON (GINGER SKAGGS)	3	59.00
49	Active Business. Delinquent letter has been mailed.	10970	MARK TREVINO ROOFING	4	59.00
50	Active Business. Delinquent letter has been mailed.	11040	PACIFIC METAL BUILDING INC	2	59.00
51	Active Business. Delinquent letter has been mailed.	11118	MARANATHA CONSTRUCTION	2	59.00
52	Active Business. Delinquent letter has been mailed.	11367	BAKERSFIELD CONCRETE LIMITED PARTNERSHIP	9	59.00
53	Active Business. Delinquent letter has been mailed.	11419	WISE REALTY INC	2	59.00
54	Active Business. Delinquent letter has been mailed.	11483	SUNRUN INSTALLATION SERVICES	2	79.00
55	Active Business. Delinquent letter has been mailed.	11539	A&C FUNDING INC.	4	3.00
56	Active Business. Delinquent letter has been mailed.	11763	STEWARD CO (CEDAR RIDGE INVESTMENTS LLC)	1	39.00
57	Active Business. Delinquent letter has been mailed.	11863	GENERAL PROPERTIES, LLC	4	39.00
58	Active Business. Delinquent letter has been mailed.	11918	ROCK STAR PHOTOBOOTH	1	59.00
59	Active Business. Delinquent letter has been mailed.	11920	WASCO CHEVRON	2	50.00
60	Active Business. Delinquent letter has been mailed.	12511	MARIELA'S BEAUTY SALON (MARIELA RIVAS)	2	59.00
61	Active Business. Delinquent letter has been mailed.	12529	SALEM ENGINEERING GROUP, INC.	1	59.00
62	Active Business. Delinquent letter has been mailed.	12645	VICKY'S NEW IMAGE (SULEMA ARREDONDO)	2	59.00
63	Active Business. Delinquent letter has been mailed.	12696	RIVAS CONSTRUCTION	1	59.00

Business License Aging
Outstanding Balances 7/01/2019 through 6/30/2020
As of 10/15/20

Row	Notes	Customer ID	Customer Name	Years Outstanding	Total
64	Active Business. Delinquent letter has been mailed.	12977	HOUSE OF FUN SMOKE SHOP	2	59.00
65	Active Business. Delinquent letter has been mailed.	13059	BIMBO BAKERIES USA	1	3.00
66	Active Business. Delinquent letter has been mailed.	13160	SUNCOAST POST-TENSION LTD	2	20.00
67	Active Business. Delinquent letter has been mailed.	13197	MAC GENERAL ENGINEERING	1	239.00
68	Active Business. Delinquent letter has been mailed.	13335	FROST COMPANY	1	87.00
69	Active Business. Delinquent letter has been mailed.	13357	PARAMOUNT REPAIR	4	59.00
70	Active Business. Delinquent letter has been mailed.	13393	VINCENT MARTINEZ PHOTOGRAPHY	5	59.00
71	Active Business. Delinquent letter has been mailed.	13416	99 CENTS ONLY STORE #402	3	539.00
72	Active Business. Delinquent letter has been mailed.	13448	LA FONDA TAQUERIA	3	169.00
73	Active Business. Delinquent letter has been mailed.	13539	WASCO MULTI- BUSINESS CENTER	3	109.00
74	Active Business. Delinquent letter has been mailed.	13620	WINGATE REAL ESTATE (THERESA GREER)	3	159.00
75	Active Business. Delinquent letter has been mailed.	13780	BROADBAND INTEGRATORS INC.	1	79.00
76	Active Business. Delinquent letter has been mailed.	13962	E J CONSTRUCTION	1	59.00
77	Active Business. Delinquent letter has been mailed.	14035	HOSOPO CORP.	2	59.00
78	Active Business. Delinquent letter has been mailed.	14226	EZEQUIEL'S TREE SERVICE	1	59.00
79	Active Business. Delinquent letter has been mailed.	14266	CSI ELECTRICAL CONTRACTORS, INC.	2	239.00
80	Active Business. Delinquent letter has been mailed.	14289	INFINITY ENERGY	5	59.00
81	Active Business. Delinquent letter has been mailed.	14291	ALL COMMERCIAL FENCE	3	59.00
82	Active Business. Delinquent letter has been mailed.	14364	ISI DETENTION CONTRACTING GROUP,INC.	4	119.00
83	Active Business. Delinquent letter has been mailed.	14459	V. LOPEZ JR. AND SONS GEC	1	59.00
84	Active Business. Delinquent letter has been mailed.	14467	THE MCINTYRE COMPANY	2	1.00
85	Active Business. Delinquent letter has been mailed.	14543	GRID ALTERNATIVES-CENTRAL VALLEY	4	20.00
86	Active Business. Delinquent letter has been mailed.	14590	ROBERTON INDUSTRIES, INC.	5	59.00
87	Active Business. Delinquent letter has been mailed.	14631	VILLALOBOS ROADSIDE SOLUTIONS	1	59.00
88	Active Business. Delinquent letter has been mailed.	14634	TJKM	3	59.00
89	Active Business. Delinquent letter has been mailed.	14643	PI PROPERTIES, LLC	3	269.00
90	Active Business. Delinquent letter has been mailed.	14654	LA IMPERIAL TAQUERIA	3	119.00
91	Active Business. Delinquent letter has been mailed.	14656	ALTA FENCING COMPANY	1	99.00
92	Active Business. Delinquent letter has been mailed.	14679	NGC CONSTRUCTION INC	2	319.00
93	Active Business. Delinquent letter has been mailed.	14686	DORA LIZ'S CLERICAL SERVICES	5	59.00
94	Active Business. Delinquent letter has been mailed.	14700	JKB ENERGY	1	139.00
95	Active Business. Delinquent letter has been mailed.	14733	M AND R BODY SHOP PARTS & GLASS	5	59.00
96	Active Business. Delinquent letter has been mailed.	14818	NATIONAL ENTERTAINMENT NETWORK, LLC	4	69.00
97	Active Business. Delinquent letter has been mailed.	14821	AMERICAN CONSTRUCTION AND EXCAVATION	2	139.00
98	Active Business. Delinquent letter has been mailed.	14826	EXCLUSIVE WIRELESS, INC	2	159.00
99	Active Business. Delinquent letter has been mailed.	14850	MIRAM LOPEZ PHOTOGRAPHY-MLP	1	59.00
100	Active Business. Delinquent letter has been mailed.	14879	JOYFUL STEPS	4	79.00
101	Active Business. Delinquent letter has been mailed.	14970	DISABILITY ACCESS CONSULTANTS	1	59.00
102	Active Business. Delinquent letter has been mailed.	15012	SUNRISE ENERGY, LLC	5	79.00
103	Active Business. Delinquent letter has been mailed.	15108	RAHUL SHARMA MD INC	3	99.00
104	Active Business. Delinquent letter has been mailed.	15120	CARWASH ESMERALDA	1	59.00
105	Active Business. Delinquent letter has been mailed.	15130	BRUSH SALON	1	59.00
106	Active Business. Delinquent letter has been mailed.	15235	TOM SILVA CONSTRUCTION	5	59.00
107	Active Business. Delinquent letter has been mailed.	15237	SW CONSTRUCTION	2	139.00
108	Active Business. Delinquent letter has been mailed.	15247	PERFORMANCE CONTRACTING INC.	1	99.00
109	Active Business. Delinquent letter has been mailed.	15341	ALCANTAR TRUCKING	5	59.00
110	Active Business. Delinquent letter has been mailed.	15343	SHEAR DESIGNS/MARIA RIVERA	1	59.00
111	Active Business. Delinquent letter has been mailed.	15432	CNSB INC. DBA ALLSTATE BORING	4	79.00
112	Active Business. Delinquent letter has been mailed.	15553	VSS INTERNATIONAL, INC.	1	139.00
113	Active Business. Delinquent letter has been mailed.	15554	PAVEMENT PRESERVATION SPECIALTIES DBA EN	2	59.00
114	Active Business. Delinquent letter has been mailed.	15565	HEAVENLY NAILS/FATIMA DARBY	4	59.00
115	Active Business. Delinquent letter has been mailed.	15588	CHELAS ICE CREAM	4	591.00
116	Active Business. Delinquent letter has been mailed.	15589	ON POINT ELECTRIC	4	59.00
117	Active Business. Delinquent letter has been mailed.	15614	KLE SERVICES	4	59.00
118	Active Business. Delinquent letter has been mailed.	15615	YESCO SIGNS LLC	1	79.00
119	Active Business. Delinquent letter has been mailed.	15630	HIS MOBILE CAR WASH & DETAIL	4	59.00
120	Active Business. Delinquent letter has been mailed.	15651	GARCIA'S AUTO REPAIR AND SERVICE	1	109.00
121	Active Business. Delinquent letter has been mailed.	15661	GUADALAJARA MEAT MARKET	2	149.00
122	Active Business. Delinquent letter has been mailed.	15673	LLC WATERSHED TECH SERVICE	3	119.00
123	Active Business. Delinquent letter has been mailed.	15683	BADGER CONTROLS INC.	1	119.00
124	Active Business. Delinquent letter has been mailed.	15695	GOLDEN VALLEY CONCRETE	4	59.00
125	Active Business. Delinquent letter has been mailed.	15696	ADAMS SOLA FLOWERS	4	59.00
126	Active Business. Delinquent letter has been mailed.	15698	BEBE'S BOUTIQUE	4	59.00

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Row	Notes	Customer ID	Customer Name	Years Outstanding	Total
127	Active Business. Delinquent letter has been mailed.	15716	WASCO CLOTHING	3	79.00
128	Active Business. Delinquent letter has been mailed.	15718	HERNANDEZ	4	59.00
129	Active Business. Delinquent letter has been mailed.	15731	MIRELES CARPET CLEANING	4	59.00
130	Active Business. Delinquent letter has been mailed.	15732	DELTA ELECTRIC	3	59.00
131	Active Business. Delinquent letter has been mailed.	15779	STONECROFT ATTORNEYS, APC	4	59.00
132	Active Business. Delinquent letter has been mailed.	15780	INIGUEZ HEATING & AIRE, INC.	1	59.00
133	Active Business. Delinquent letter has been mailed.	15788	DAN'S GARDENING SERVICE	3	79.00
134	Active Business. Delinquent letter has been mailed.	15792	BLUE KITCHEN	2	229.00
135	Active Business. Delinquent letter has been mailed.	15802	KRAZZY KLEANER'S	4	59.00
136	Active Business. Delinquent letter has been mailed.	15818	CENTRAL HEATING AND COOLING, INC	1	20.00
137	Active Business. Delinquent letter has been mailed.	15839	THE BEST STORE	2	389.00
138	Active Business. Delinquent letter has been mailed.	15847	THE SOFINE CO. LLC	4	59.00
139	Active Business. Delinquent letter has been mailed.	15848	WIRING CONNECTION	3	59.00
140	Active Business. Delinquent letter has been mailed.	15849	MELANYS TAQUERIA	4	59.00
141	Active Business. Delinquent letter has been mailed.	15897	ISLAND PETROLEUM BUILDERS, INC.	4	59.00
142	Active Business. Delinquent letter has been mailed.	15900	SOUTH COAST PIERING, INC	4	99.00
143	Active Business. Delinquent letter has been mailed.	15933	M BEAUTY BAR WASCO	1	79.00
144	Active Business. Delinquent letter has been mailed.	15948	ALERT-O-LITE, INC	3	39.00
145	Active Business. Delinquent letter has been mailed.	15995	B&M GARDENING & TREE SERVICE	3	59.00
146	Active Business. Delinquent letter has been mailed.	16015	BRIGHT PLANET SOLAR	4	279.00
147	Active Business. Delinquent letter has been mailed.	16027	ARTTISTIC POOLS	3	59.00
148	Active Business. Delinquent letter has been mailed.	16054	NEVAREZ & SON'S KUSTOM BUILDERS	1	239.00
149	Active Business. Delinquent letter has been mailed.	16056	WEST COAST SIP, LP	3	159.00
150	Active Business. Delinquent letter has been mailed.	16089	TUMBLIN COMPANY	1	199.00
151	Active Business. Delinquent letter has been mailed.	16090	MGM CLEANING SERVICES	3	59.00
152	Active Business. Delinquent letter has been mailed.	16091	MAMA RED'S BAKERY	1	59.00
153	Active Business. Delinquent letter has been mailed.	16092	CREDENCE ENERGY CONSTRUCTION	3	59.00
154	Active Business. Delinquent letter has been mailed.	16103	DIRT WORX, INC.	4	99.00
155	Active Business. Delinquent letter has been mailed.	16104	SNAPPY CAPPY'S HOME SERVICE	1	59.00
156	Active Business. Delinquent letter has been mailed.	16105	MISSION CONSTRUCTION	3	59.00
157	Active Business. Delinquent letter has been mailed.	16106	HIGHLAND'S DIVERSIFIED,INC.	3	59.00
158	Active Business. Delinquent letter has been mailed.	16108	M&R BODY SHOP PARTS AND GLASS	3	59.00
159	Active Business. Delinquent letter has been mailed.	16138	BERRY'S CONCRETE	3	59.00
160	Active Business. Delinquent letter has been mailed.	16145	KERN STEEL FABRICATION, INC	2	59.00
161	Active Business. Delinquent letter has been mailed.	16146	SENGA ENERGY, LLC	2	59.00
162	Active Business. Delinquent letter has been mailed.	16147	SYNTHETIC GRASS SOLUTIONS, LLC	2	59.00
163	Active Business. Delinquent letter has been mailed.	16175	KERN GENERAL CONSTRUCTION	1	59.00
164	Active Business. Delinquent letter has been mailed.	16196	PACIFIC SURVEYS, LLC	1	59.00
165	Active Business. Delinquent letter has been mailed.	16240	BESS TESTLAB	1	59.00
166	Active Business. Delinquent letter has been mailed.	16261	HOME CARE	1	59.00
167	Active Business. Delinquent letter has been mailed.	16262	SATER ELECTRIC	1	59.00
168	Active Business. Delinquent letter has been mailed.	16263	GRESHAM HOME REPAIR	1	59.00
169	Active Business. Delinquent letter has been mailed.	16265	FM CARWASH	1	59.00
170	Active Business. Delinquent letter has been mailed.	16266	ARACELY BALLOONS & EVENTS DECOR	1	59.00
171	Active Business. Delinquent letter has been mailed.	16270	TOWER POWER ELECTRIC	1	59.00
172	Active Business. Delinquent letter has been mailed.	16285	D R * G SERVICES	3	59.00
173	Active Business. Delinquent letter has been mailed.	16288	PLC SYSTEM SERVICES	1	59.00
174	Active Business. Delinquent letter has been mailed.	16291	HYBRID BUILDERS	1	59.00
175	Active Business. Delinquent letter has been mailed.	16294	NEW ERA AC SERVICES & REPAIR	1	59.00
176	Active Business. Delinquent letter has been mailed.	16297	S.L. PAYNE CONSTRUCTION, INC.	1	59.00
177	Active Business. Delinquent letter has been mailed.	16311	WILSON BROTHERS ROOFING	1	59.00
178	Active Business. Delinquent letter has been mailed.	16326	EMPIRE JANITORIAL/LAWN SERVICE	1	59.00
179	Active Business. Delinquent letter has been mailed.	16328	LA MICHOACANA Y BIONICOS 2	1	179.00
180	Active Business. Delinquent letter has been mailed.	16331	J & P ICE CREAM	1	109.00
181	Active Business. Delinquent letter has been mailed.	16378	JUNIOR CUSTOM CONSTRUCTION	1	59.00
182	Active Business. Delinquent letter has been mailed.	16401	FREE WILL BAPTIST CHURCH OF WASCO	3	224.00
183	Active Business. Delinquent letter has been mailed.	16421	NEXT PHASE ELECTRIC	1	59.00
184	Active Business. Delinquent letter has been mailed.	16423	CULLEN-SHERRY ASSOCIATES	1	59.00
185	Active Business. Delinquent letter has been mailed.	16434	CALIFORNIA CONSTRUCTION SURVEYING, INC.	1	59.00
186	Active Business. Delinquent letter has been mailed.	16441	ANG PHOTOGRAPHY	1	59.00
187	Active Business. Delinquent letter has been mailed.	16442	MARIO'S BARBER/MARCOS CASTILLO	3	59.00
188	Active Business. Delinquent letter has been mailed.	16469	SWEET SURRENDER SALON/JOSEPH MARTIN DELI	1	59.00
189	Active Business. Delinquent letter has been mailed.	16474	LA COSTA DEL SOL RESTAURANT	1	149.00

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Row	Notes	Customer ID	Customer Name	Years Outstanding	Total
190	Active Business. Delinquent letter has been mailed.	16482	SHAKIR ENTERPRISES	1	59.00
191	Active Business. Delinquent letter has been mailed.	16498	BLAKE ARNOLD CONSTRUCTION INC.	3	59.00
192	Active Business. Delinquent letter has been mailed.	16521	THE HILLMAN GROUP INC.	1	69.00
193	Active Business. Delinquent letter has been mailed.	16541	SUNNY DEE'S ICE CREAM	3	109.00
194	Active Business. Delinquent letter has been mailed.	16553	HOUSLEY DEMOLITION CO., INC.	3	59.00
195	Active Business. Delinquent letter has been mailed.	16568	TRUCONNECT COMMUNICATIONS	1	98.00
196	Active Business. Delinquent letter has been mailed.	16571	VENTURA CIRCUS	3	314.00
197	Active Business. Delinquent letter has been mailed.	16600	JB CONSTRUCTION	1	139.00
198	Active Business. Delinquent letter has been mailed.	16612	SUPREME AUTO DETAIL	1	59.00
199	Active Business. Delinquent letter has been mailed.	16657	SWEANEY, INC	1	119.00
200	Active Business. Delinquent letter has been mailed.	16662	BUEN SERVICES	1	79.00
201	Active Business. Delinquent letter has been mailed.	16678	EMPOWER SOLAR	1	139.00
202	Active Business. Delinquent letter has been mailed.	16686	TROJAN WALL PRODUCTS	1	20.00
203	Active Business. Delinquent letter has been mailed.	16799	DUDEK	1	20.00
204	Active Business. Delinquent letter has been mailed.	17059	GARCIAS REGRISTRATION SERVICES	1	99.00
205	**Active Business. Delinquent letter has been mailed. Total**				**$ 20,474.60**
206	Billing Error. Customer was double billed.	1580	MARTIN'S TOWING SERVICE	2	50.00
207	Billing Error. Customer was double billed.	3545	REYES COCA-COLA BOTTLING INC. LLC	1	189.00
208	Billing Error. Customer was double billed.	3558	BURGER KING #4053	2	479.00
209	Billing Error. Customer was double billed.	4075	STEWARD COMPANY	2	288.00
210	Billing Error. Customer was double billed.	10369	CECILIA'S IMPRESSIONS-VICTORIA ESPINOZA	2	59.00
211	Billing Error. Customer was double billed.	11760	STEWARD CO (RON SASAKI)	2	39.00
212	Billing Error. Customer was double billed.	11764	STEWARD CO (RICHARD WOODY)	2	89.00
213	Billing Error. Customer was double billed.	12588	SHARMA MEDICAL GROUP INC.	2	119.00
214	Billing Error. Customer was double billed.	13027	STEWARD COMPANY (JOHN E. STEWARD)	4	49.00
215	Billing Error. Customer was double billed.	13485	STEWARD CO./TIM SOUZA	2	39.00
216	**Billing Error. Customer was double billed. Total**				**$ 1,400.00**
217	Billing Error. Insurance companies are exempt.	10094	RITO'S G.T.S INS. CENTER, LLC.	2	138.00
218	Billing Error. Insurance companies are exempt.	13673	MONTGOMERY INSURANCE AGENCY, INC.	2	79.00
219	**Billing Error. Insurance companies are exempt. Total**				**$ 217.00**
220	Inactive Account. Business is no longer operating.	535	CENTRAL VALLEY AUTO SERVICE/	5	159.00
221	Inactive Account. Business is no longer operating.	538	JOYERIA LA UNICA	4	59.00
222	Inactive Account. Business is no longer operating.	551	EL PUEBLO MKT INC.	5	599.00
223	Inactive Account. Business is no longer operating.	1576	A&P DIESEL/JOHN M. ORTIZ	4	109.00
224	Inactive Account. Business is no longer operating.	1581	TOM'S AUTO BODY	4	99.00
225	Inactive Account. Business is no longer operating.	1804	FLOYD'S STORES	3	259.00
226	Inactive Account. Business is no longer operating.	2514	BARBARA LUCAS	3	59.00
227	Inactive Account. Business is no longer operating.	3535	ADAMSON ELECTRIC INC.	1	59.00
228	Inactive Account. Business is no longer operating.	3540	BAERG'S PROFESSIONAL YARD CARE	3	59.00
229	Inactive Account. Business is no longer operating.	3641	LEE'S ROOTER & PLUMBING	3	79.00
230	Inactive Account. Business is no longer operating.	3654	TLC CARPET CLEANING & JANITORIAL SERVICE	3	59.00
231	Inactive Account. Business is no longer operating.	3686	D.S. SERVICE	4	59.00
232	Inactive Account. Business is no longer operating.	3740	GONZALES ELECTRIC	7	59.00
233	Inactive Account. Business is no longer operating.	3762	KERN DOOR COMPANY INC.	1	59.00
234	Inactive Account. Business is no longer operating.	3794	M & R BODY SHOP & MECHANIC	5	79.00
235	Inactive Account. Business is no longer operating.	3841	ACT NOW PEST CONTROL	4	79.00
236	Inactive Account. Business is no longer operating.	4073	DS WATERS OF AMERICA, INC	5	59.00
237	Inactive Account. Business is no longer operating.	4092	CRESTLINE BUILDER INC	7	177.00
238	Inactive Account. Business is no longer operating.	4385	DOUGLAS ENTERPRISE	4	59.00
239	Inactive Account. Business is no longer operating.	4777	CASTRO ROOFING	5	59.00
240	Inactive Account. Business is no longer operating.	4870	CMA FIRE PROTECTION DBA RLH FIRE PROTECT	3	59.00
241	Inactive Account. Business is no longer operating.	5044	SAVAGE SERVICES CORPORATION	3	339.00
242	Inactive Account. Business is no longer operating.	5132	SOTO'S DAY CARE	4	59.00
243	Inactive Account. Business is no longer operating.	5397	PENHALL COMPANY	3	59.00
244	Inactive Account. Business is no longer operating.	5493	J.M.A.S.	3	59.00
245	Inactive Account. Business is no longer operating.	5655	C.M.M.B. CAR WASH	4	129.00
246	Inactive Account. Business is no longer operating.	5744	MARAVILLA FOUNDATION	5	89.00
247	Inactive Account. Business is no longer operating.	5795	P.D. WELDING	3	59.00
248	Inactive Account. Business is no longer operating.	6158	SUNSHINE SUNROOM & PATIO CO.	6	59.00
249	Inactive Account. Business is no longer operating.	6174	MONICA'S SPORTS SHOES (DIAZ)	3	79.00
250	Inactive Account. Business is no longer operating.	6191	GUTIERREZ TAX & INSURANCE	4	79.00
251	Inactive Account. Business is no longer operating.	6268	MARIA'S ULTIMATE LOOK/KAREN ROMERO	7	59.00

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Row	Notes	Customer ID	Customer Name	Years Outstanding	Total
252	Inactive Account. Business is no longer operating.	6358	CASA BONITA SALON-MARIA GOMEZ	5	59.00
253	Inactive Account. Business is no longer operating.	6614	HAMILTON CONSTRUCTION & AWNING	5	59.00
254	Inactive Account. Business is no longer operating.	6627	L.A. NAILS	4	79.00
255	Inactive Account. Business is no longer operating.	6732	MARIA'S ULTIMATE LOOK/KRISTAN RIOS	4	59.00
256	Inactive Account. Business is no longer operating.	6874	MERINO TRUCKING	3	59.00
257	Inactive Account. Business is no longer operating.	7402	SANFORD, SEMCHAK & SPEIGHTS, INC.	4	59.00
258	Inactive Account. Business is no longer operating.	7910	CLOVIS ARCHITECTURAL	4	59.00
259	Inactive Account. Business is no longer operating.	7991	BOTAS JALISCO	4	59.00
260	Inactive Account. Business is no longer operating.	8157	SAM'S AUTOMOTIVE	5	59.00
261	Inactive Account. Business is no longer operating.	8229	BROOKS STUDENT FILM	5	59.00
262	Inactive Account. Business is no longer operating.	8612	PIE CON	7	59.00
263	Inactive Account. Business is no longer operating.	8700	SUPER SEAL & STRIPE	5	59.00
264	Inactive Account. Business is no longer operating.	8859	LOS CAZADOREZ	3	119.00
265	Inactive Account. Business is no longer operating.	8915	POETTGEN FAMILY TRUST	5	149.00
266	Inactive Account. Business is no longer operating.	8975	STEWARD COMPANY (CEASAR OLLAGUE)	4	39.00
267	Inactive Account. Business is no longer operating.	8977	WINGATE REAL ESTATE (EMILY RIOS)	6	39.00
268	Inactive Account. Business is no longer operating.	9025	AMAZING BOUNCE	5	59.00
269	Inactive Account. Business is no longer operating.	9368	CRYSTAL RIVER REALTY	4	59.00
270	Inactive Account. Business is no longer operating.	9398	MEDRANO ROOFING INC.	5	55.00
271	Inactive Account. Business is no longer operating.	9426	BRADLEY & SONS INC	4	139.00
272	Inactive Account. Business is no longer operating.	9617	JACKIE'S PARTY SUPPLY	6	59.00
273	Inactive Account. Business is no longer operating.	9661	MAJESTIC ROOFING	5	79.00
274	Inactive Account. Business is no longer operating.	9756	BAKERSFIELD GLASS & WINDOW INC	5	59.00
275	Inactive Account. Business is no longer operating.	10014	DOLACKI MINI STORAGE (HARLEY CRAIG)	2	105.00
276	Inactive Account. Business is no longer operating.	10034	ADOLFO BEAUTY SALON(ESMERALDA OCAMPO)	1	59.00
277	Inactive Account. Business is no longer operating.	10042	FRANK GARCIA JR	2	59.00
278	Inactive Account. Business is no longer operating.	10265	WASCO PIZZA & DINER	2	319.00
279	Inactive Account. Business is no longer operating.	10339	MARIA'S ULTIMATE LOOK (MIKAELA DELIRA)	2	59.00
280	Inactive Account. Business is no longer operating.	10368	WINGATE REAL ESTATE (CINDY BANDUCCI)	2	39.00
281	Inactive Account. Business is no longer operating.	10379	VILLALPANDO TAX SERVICE	1	79.00
282	Inactive Account. Business is no longer operating.	10502	RANDY'S TOWING	2	79.00
283	Inactive Account. Business is no longer operating.	10552	LALO'S GARDENING SERVICE	2	79.00
284	Inactive Account. Business is no longer operating.	10605	MARIO'S BARBER SHOP (MARCOS CASTILLO)	2	59.00
285	Inactive Account. Business is no longer operating.	10720	BROTHER'S LAWN SERVICE	2	59.00
286	Inactive Account. Business is no longer operating.	10836	CONNIE'S LAWN SERVICE	1	59.00
287	Inactive Account. Business is no longer operating.	11019	PREMIER TAX SERVICE	2	59.00
288	Inactive Account. Business is no longer operating.	11156	PHAT BOYZ (JOHNNY SISNEROS)	2	59.00
289	Inactive Account. Business is no longer operating.	11159	NOVEDADES TITAS	2	139.00
290	Inactive Account. Business is no longer operating.	11336	AMBITIOUS IMAGE	2	59.00
291	Inactive Account. Business is no longer operating.	11408	FAT UNCLE FARMS	2	119.00
292	Inactive Account. Business is no longer operating.	11484	GONZALEZ CELLULAR	2	79.00
293	Inactive Account. Business is no longer operating.	11615	ROBERSON BROTHERS CONSTRUCTION	2	59.00
294	Inactive Account. Business is no longer operating.	11737	AZTECA USA INCOME TAX SERVICE	2	59.00
295	Inactive Account. Business is no longer operating.	11771	THOLCO REAL ESTATE	2	59.00
296	Inactive Account. Business is no longer operating.	11845	GUTIERREZ LANDSCAPING	2	59.00
297	Inactive Account. Business is no longer operating.	11846	WASCO CIGARETTES & SMOKE SHOP	2	59.00
298	Inactive Account. Business is no longer operating.	11854	INTERLINE BRANDS INC	1	59.00
299	Inactive Account. Business is no longer operating.	11911	JC SERVICES	2	59.00
300	Inactive Account. Business is no longer operating.	11979	PEREZ LANDSCAPING	2	99.00
301	Inactive Account. Business is no longer operating.	12045	GONZALEZ AUTO SHOP	2	129.00
302	Inactive Account. Business is no longer operating.	12047	B B SHOES	2	79.00
303	Inactive Account. Business is no longer operating.	12239	L & M SERVICES	2	59.00
304	Inactive Account. Business is no longer operating.	12270	SALDIVAR WEST KERN GARDENING	2	99.00
305	Inactive Account. Business is no longer operating.	12290	GABI AND ALEX	2	59.00
306	Inactive Account. Business is no longer operating.	12348	SOLID CONSTRUCTION INC	2	59.00
307	Inactive Account. Business is no longer operating.	12435	MARIELA'S BEAUTY SALON (PIEDAD PELAYO)	2	59.00
308	Inactive Account. Business is no longer operating.	12474	RAMIREZ AG. SERVICES, INC.	2	99.00
309	Inactive Account. Business is no longer operating.	12482	LOPEZ PRESSURE WASHING	2	79.00
310	Inactive Account. Business is no longer operating.	12514	ART'S RESTORE	2	59.00
311	Inactive Account. Business is no longer operating.	12525	BENCHMARK AIR COND. INC	2	59.00
312	Inactive Account. Business is no longer operating.	12586	MARIA'S ULTIMATE LOOK (DENISE GONZALEZ)	2	59.00
313	Inactive Account. Business is no longer operating.	12683	VOTAW BROTHERS DRYWALL INC.	2	55.00
314	Inactive Account. Business is no longer operating.	12720	PRATHER DRYWALL & PLASTERING	1	59.00

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315	Inactive Account. Business is no longer operating.	12737	LUCY'S BARBER & BEAUTY SALON	1	55.00
316	Inactive Account. Business is no longer operating.	12807	VISALIA CERAMIC TILE, INC.	1	59.00
317	Inactive Account. Business is no longer operating.	12808	CHILLTIME AIR CONDITIONING	1	59.00
318	Inactive Account. Business is no longer operating.	12862	CERDA CONCRETE	1	59.00
319	Inactive Account. Business is no longer operating.	12878	THOLCO REAL ESTATE GROUP	1	59.00
320	Inactive Account. Business is no longer operating.	12919	DEJULIAN CONSTRUCTION	1	55.00
321	Inactive Account. Business is no longer operating.	12937	W.O.L WATER OF LIFE	2	59.00
322	Inactive Account. Business is no longer operating.	12944	ECHELON CONSTRUCTION & DESIGN, INC.	1	59.00
323	Inactive Account. Business is no longer operating.	12951	M & B SMOKE SHOP	2	79.00
324	Inactive Account. Business is no longer operating.	12964	CHEZAN INC. DBA,	2	55.00
325	Inactive Account. Business is no longer operating.	13028	STEWARD COMPANY (AMERICA MARTINEZ)	2	39.00
326	Inactive Account. Business is no longer operating.	13035	STEWARD COMPANY (ROSEVIEW APTS)	2	39.00
327	Inactive Account. Business is no longer operating.	13039	STATUS' BELLIZ IMAGE	1	59.00
328	Inactive Account. Business is no longer operating.	13040	PRO BEAUTY EXCHANGE	2	79.00
329	Inactive Account. Business is no longer operating.	13045	MAYRA MONTOYA	2	59.00
330	Inactive Account. Business is no longer operating.	13049	STEWARD COMPANY (SHEN.SOH)	2	39.00
331	Inactive Account. Business is no longer operating.	13050	HENRIGUEZ TREE SERVICE	5	99.00
332	Inactive Account. Business is no longer operating.	13051	SHEAR DESINGS (LILIA TREJO)	4	59.00
333	Inactive Account. Business is no longer operating.	13061	LUQUE LANDSCAPING	5	59.00
334	Inactive Account. Business is no longer operating.	13071	CENTRALMEX BOOKEEPING AND	4	59.00
335	Inactive Account. Business is no longer operating.	13102	WASCO BOXING CLUB (W.B.C)	4	59.00
336	Inactive Account. Business is no longer operating.	13106	AUSTIN HEATING AND AIR, INC	4	59.00
337	Inactive Account. Business is no longer operating.	13112	RUBEN'S PIPELINE INC	1	159.00
338	Inactive Account. Business is no longer operating.	13123	PRETTY IN PINK SALON & BOUTIQUE	8	59.00
339	Inactive Account. Business is no longer operating.	13124	PRETTY IN PINK SALON & BOUTIQUE	4	59.00
340	Inactive Account. Business is no longer operating.	13130	ARTIC MECHANICAL	4	79.00
341	Inactive Account. Business is no longer operating.	13142	MARIO'S TREE SERVICE	4	99.00
342	Inactive Account. Business is no longer operating.	13145	GUNSOLUS CONSTRUCTION INC	5	59.00
343	Inactive Account. Business is no longer operating.	13146	CAMPOS GARDENING SVC INC	5	99.00
344	Inactive Account. Business is no longer operating.	13153	ONE HOUR HEATING & AIR CONDITIONING	4	59.00
345	Inactive Account. Business is no longer operating.	13171	ONCALL AIR CONDITIONING & HEATING	3	79.00
346	Inactive Account. Business is no longer operating.	13230	MJ MECHANICAL	3	59.00
347	Inactive Account. Business is no longer operating.	13233	HIGHER LIVING SYSTEMS	4	79.00
348	Inactive Account. Business is no longer operating.	13237	VIC COLEMAN & SON PLASTERING INC	6	55.00
349	Inactive Account. Business is no longer operating.	13249	PRETTY IN PINK SALON AND BOUTIQUE	7	59.00
350	Inactive Account. Business is no longer operating.	13258	FORWARD REAL ESTATE	5	59.00
351	Inactive Account. Business is no longer operating.	13264	PRETTY IN PINK/FRANCES HERNANDEZ	6	59.00
352	Inactive Account. Business is no longer operating.	13266	C. ACUNA CONSTRUCTION INC.	5	59.00
353	Inactive Account. Business is no longer operating.	13273	G G'S SNACK BAR	4	79.00
354	Inactive Account. Business is no longer operating.	13311	ASSURANCE ALARM/ L. WARD INC	6	99.00
355	Inactive Account. Business is no longer operating.	13319	C. B. INTERIORS	3	55.00
356	Inactive Account. Business is no longer operating.	13321	ROOFING STANDARDS INC	5	59.00
357	Inactive Account. Business is no longer operating.	13323	EL PUEBLO SUPERMARKET/	6	569.00
358	Inactive Account. Business is no longer operating.	13367	VIDAL PARTY RENTAL	6	79.00
359	Inactive Account. Business is no longer operating.	13380	LMA CONSTRUCTION INC.	3	59.00
360	Inactive Account. Business is no longer operating.	13424	CONSTRUCTION INNOVATIONS	5	139.00
361	Inactive Account. Business is no longer operating.	13425	SAL'S CONSTRUCTION	4	59.00
362	Inactive Account. Business is no longer operating.	13427	ALFA EXPERTS ELECTRICAL CORPORATION	5	59.00
363	Inactive Account. Business is no longer operating.	13440	JOSE BECERRA GARDENING	5	59.00
364	Inactive Account. Business is no longer operating.	13441	JACOB MARKET	5	79.00
365	Inactive Account. Business is no longer operating.	13489	HEALTHY FAMILY NUTRITION	4	79.00
366	Inactive Account. Business is no longer operating.	13496	DANRACH	6	79.00
367	Inactive Account. Business is no longer operating.	13522	AND CONNECTUS INC.	5	59.00
368	Inactive Account. Business is no longer operating.	13530	TODD SPRINKLER & IRRIGATION	2	59.00
369	Inactive Account. Business is no longer operating.	13535	COASTEL DEMO INC.	6	59.00
370	Inactive Account. Business is no longer operating.	13576	LAW OFFICES OF VICTOR PALACIOS & ASSOC	6	59.00
371	Inactive Account. Business is no longer operating.	13583	STEWARD COMPANY (JOHN MARTIN)	3	39.00
372	Inactive Account. Business is no longer operating.	13585	STEWARD COMPANY (MARIO HERNANDEZ)	7	39.00
373	Inactive Account. Business is no longer operating.	13587	ESP SURVEYING, INC	5	79.00
374	Inactive Account. Business is no longer operating.	13590	SACKTIME CONSTRUCTION, INC	5	59.00
375	Inactive Account. Business is no longer operating.	13591	KARISMA BEAUTY SALON	3	59.00
376	Inactive Account. Business is no longer operating.	13598	RACHEL'S GLAMOUR	3	79.00
377	Inactive Account. Business is no longer operating.	13621	STEWARD COMP. (CHERI GRAYS)	5	39.00

Business License Aging
Outstanding Balances 7/01/2019 through 6/30/2020
As of 10/15/20

Row	Notes	Customer ID	Customer Name	Years Outstanding	Total
378	Inactive Account. Business is no longer operating.	13637	GWEN CORONA PHOTOGRAPHY	4	59.00
379	Inactive Account. Business is no longer operating.	13658	ECO FRIENDLY REMODELING	6	298.00
380	Inactive Account. Business is no longer operating.	13659	CHRISOS TREE SERVICE	6	59.00
381	Inactive Account. Business is no longer operating.	13663	RUELAS BARN CLEANING	3	99.00
382	Inactive Account. Business is no longer operating.	13671	GALLARDO'S AUTO REPAIR	5	149.00
383	Inactive Account. Business is no longer operating.	13733	PREMIER SERVICES WASCO	4	59.00
384	Inactive Account. Business is no longer operating.	13760	BRLEY'S A/C AND HEATING	5	59.00
385	Inactive Account. Business is no longer operating.	13768	CARRILLO AUTO BODY	4	79.00
386	Inactive Account. Business is no longer operating.	13770	ECO SWPPP	6	59.00
387	Inactive Account. Business is no longer operating.	13791	ON-SITE BUILDER'S INC.	6	59.00
388	Inactive Account. Business is no longer operating.	13794	F.G. ELECTRIC SERVICES	5	59.00
389	Inactive Account. Business is no longer operating.	13809	THE HOUSE OF FADEZ(NESTOR LANDEROS)	6	59.00
390	Inactive Account. Business is no longer operating.	13845	MEDINA LAND SURVEY'S	6	59.00
391	Inactive Account. Business is no longer operating.	13862	HWY 46 QUICK STOP/ RANBIR BHATTI	6	79.00
392	Inactive Account. Business is no longer operating.	13879	KEY REFRIGERATION CO.	1	59.00
393	Inactive Account. Business is no longer operating.	13910	GOLDEN EMPIRE INC	6	59.00
394	Inactive Account. Business is no longer operating.	13925	GT CONCRETE CONSTRUCTION	6	59.00
395	Inactive Account. Business is no longer operating.	13934	GARRETT J. GENTRY GENERAL ENGINEERING	3	139.00
396	Inactive Account. Business is no longer operating.	13949	ANDALAY	5	59.00
397	Inactive Account. Business is no longer operating.	13950	ENVER SOLAR	2	99.00
398	Inactive Account. Business is no longer operating.	13951	CRESPO ROOFING INC.	6	99.00
399	Inactive Account. Business is no longer operating.	13961	AK BUILDERS & COATING	6	119.00
400	Inactive Account. Business is no longer operating.	13966	JEREMY WILLER CONSTRUCTION	4	139.00
401	Inactive Account. Business is no longer operating.	14004	GARCIA'S LANDSCAPING SERVICES	6	59.00
402	Inactive Account. Business is no longer operating.	14046	TRIBE ENVIRONMENTAL CO	4	139.00
403	Inactive Account. Business is no longer operating.	14053	G & G PHOTOGRAPHY STUDIO	3	79.00
404	Inactive Account. Business is no longer operating.	14062	GUERO'S AUTO REPAIR	3	79.00
405	Inactive Account. Business is no longer operating.	14063	CORRECT PEST CONTROL, INC	6	79.00
406	Inactive Account. Business is no longer operating.	14072	WEGEN SOLAR	6	59.00
407	Inactive Account. Business is no longer operating.	14116	THE LITTLE BOUTIQUE	4	59.00
408	Inactive Account. Business is no longer operating.	14128	B&B CONSTRUCTION SERVICES	3	59.00
409	Inactive Account. Business is no longer operating.	14166	TARINA HOMES	6	59.00
410	Inactive Account. Business is no longer operating.	14168	CITY COUNT, LLC	6	59.00
411	Inactive Account. Business is no longer operating.	14170	MY TAX PLANET LLC	6	59.00
412	Inactive Account. Business is no longer operating.	14172	STATEN SOLAR	3	79.00
413	Inactive Account. Business is no longer operating.	14184	ARREDONDO ELECTRIC	6	59.00
414	Inactive Account. Business is no longer operating.	14203	OBAID MARKETS, INC	6	79.00
415	Inactive Account. Business is no longer operating.	14220	WHITTINGTON SOLAR ENERGY CO. INC,	6	59.00
416	Inactive Account. Business is no longer operating.	14227	AMERICAN DREAM SERVICES	3	59.00
417	Inactive Account. Business is no longer operating.	14231	LIVE WIRE ELECTRIC CONSTRUCTION	6	59.00
418	Inactive Account. Business is no longer operating.	14304	BRAGG INVESTMENT CO.	6	59.00
419	Inactive Account. Business is no longer operating.	14318	ILUM SOLAR	5	59.00
420	Inactive Account. Business is no longer operating.	14333	VICENTE TRUCKING	6	99.00
421	Inactive Account. Business is no longer operating.	14335	CALIFORNIA SOLAR SYSTEM'S	2	79.00
422	Inactive Account. Business is no longer operating.	14357	STEWARD COMPANY (JOSE VAZQUEZ)	4	39.00
423	Inactive Account. Business is no longer operating.	14358	STEWARD COMPANY (SUZANNE RICE)	6	39.00
424	Inactive Account. Business is no longer operating.	14422	THE BOXING HOUSE	6	59.00
425	Inactive Account. Business is no longer operating.	14431	ROGELIO HERRERA PACO GARDENING	6	79.00
426	Inactive Account. Business is no longer operating.	14461	SMART ENERGY SOLAR	5	99.00
427	Inactive Account. Business is no longer operating.	14466	COLONIAL WEST CONSTRUCTION	4	59.00
428	Inactive Account. Business is no longer operating.	14483	LUNARIUM ,LLC	3	99.00
429	Inactive Account. Business is no longer operating.	14487	EN TOUCH WIRELESS	6	118.00
430	Inactive Account. Business is no longer operating.	14510	BERRY CONCRETE	6	59.00
431	Inactive Account. Business is no longer operating.	14511	AIR REPAIR	5	59.00
432	Inactive Account. Business is no longer operating.	14549	INTEGRITY BUILDERS	5	59.00
433	Inactive Account. Business is no longer operating.	14591	DESIGN HARDWARE	4	59.00
434	Inactive Account. Business is no longer operating.	14592	ACTION SHEET METAL INC.	5	99.00
435	Inactive Account. Business is no longer operating.	14635	OPTERRA ENERGY SERVICES, INC.	5	79.00
436	Inactive Account. Business is no longer operating.	14638	E. LANDON TRUCKING COMPANY	5	59.00
437	Inactive Account. Business is no longer operating.	14639	STEWARD CO.(MERLINE LARK)	5	39.00
438	Inactive Account. Business is no longer operating.	14647	MARTINEZ ELECTRIC	3	59.00
439	Inactive Account. Business is no longer operating.	14648	TITAN SOLAR & CONSTRUCTION	5	59.00
440	Inactive Account. Business is no longer operating.	14655	CLIMATE CONTROL	5	59.00

Business License Aging
Outstanding Balances 7/01/2019 through 6/30/2020
As of 10/15/20

Row	Notes	Customer ID	Customer Name	Years Outstanding	Total
441	Inactive Account. Business is no longer operating.	14701	ROSIE THE ROOFER, LLC	5	139.00
442	Inactive Account. Business is no longer operating.	14741	SUN IMAGE SOLAR,LLC	4	59.00
443	Inactive Account. Business is no longer operating.	14813	SYNLAWN OF CENTRAL CA, INC.	4	139.00
444	Inactive Account. Business is no longer operating.	14829	H. KELSEY CONSTRUCTION	5	59.00
445	Inactive Account. Business is no longer operating.	14873	SOUTH COAST INC	5	55.00
446	Inactive Account. Business is no longer operating.	14894	MYERS ELECTRIC CO.	5	59.00
447	Inactive Account. Business is no longer operating.	14909	MYERS LIFE SOLUTIONS	4	59.00
448	Inactive Account. Business is no longer operating.	14937	BOTANICA SANTA MARIA	3	59.00
449	Inactive Account. Business is no longer operating.	14938	PREMIER AUTO DETAIL	5	59.00
450	Inactive Account. Business is no longer operating.	14962	COMBAT PLUMBING & ROOTER LLC	4	59.00
451	Inactive Account. Business is no longer operating.	14973	TI SPECIALTIES	4	59.00
452	Inactive Account. Business is no longer operating.	14981	P.W. STEPHENS ENVIROMENTAL, INC	4	59.00
453	Inactive Account. Business is no longer operating.	15013	GRAFT CONSTRUCTION SERVICES	5	59.00
454	Inactive Account. Business is no longer operating.	15089	SOUTH VALLEY GLASS	5	59.00
455	Inactive Account. Business is no longer operating.	15109	TIRES ROAD SERVICE	5	59.00
456	Inactive Account. Business is no longer operating.	15112	LIMON ELECTRIC	5	59.00
457	Inactive Account. Business is no longer operating.	15170	CSR ELECTRIC	4	59.00
458	Inactive Account. Business is no longer operating.	15187	DODDS PLUMBING	3	59.00
459	Inactive Account. Business is no longer operating.	15260	STOVALL ELECTRIC	4	59.00
460	Inactive Account. Business is no longer operating.	15262	ALTSYS SOLAR	6	59.00
461	Inactive Account. Business is no longer operating.	15263	WASCO HEALTH CLINIC	3	119.00
462	Inactive Account. Business is no longer operating.	15265	CRIME STOPPERS	5	59.00
463	Inactive Account. Business is no longer operating.	15289	FILIBERTO ROBLES/ CASA BONITA	2	59.00
464	Inactive Account. Business is no longer operating.	15344	PACIFIC WIRELESS	5	59.00
465	Inactive Account. Business is no longer operating.	15355	CARLOS MOVIL WASH	3	59.00
466	Inactive Account. Business is no longer operating.	15361	SEQUOIA CUSTOM FRAMING, INC.	4	159.00
467	Inactive Account. Business is no longer operating.	15364	LUIS AUTOBODY AND REPAIR	3	59.00
468	Inactive Account. Business is no longer operating.	15383	WASCO APPLIANCE PROS	5	59.00
469	Inactive Account. Business is no longer operating.	15386	JED FRANCIS INC.	2	59.00
470	Inactive Account. Business is no longer operating.	15387	WATTENBERGER WELLS CONSTRUCTION INC.	3	59.00
471	Inactive Account. Business is no longer operating.	15439	A&M CONSTRUCTION	4	59.00
472	Inactive Account. Business is no longer operating.	15481	A-1 AIR CONDITIONING AND HEATING	3	59.00
473	Inactive Account. Business is no longer operating.	16295	SWEET 7TH ST.	3	79.00
474	**Inactive Account. Business is no longer operating. Total**				**$ 19,866.00**
475	**Grand Total**				**$ 41,957.60**

STAFF REPORT

CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director
Isarel Perez-Hernandez, Finance Director

DATE: October 20, 2020

SUBJECT: Adopt a Resolution Authorizing the City Manager to Make Monetary and Administrative Budget Amendments to the Adopted FY 2020-2021 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2020-2021.

Recommendation:
Staff recommends the adoption of a resolution authorizing the City Manager to make budget amendments to the Adopted FY 2020-2021 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2020-2021.

Discussion:
Every year, City staff plans the fiscal year budget and capital improvement plan based on their best estimates of what projects will take place over the course of the fiscal year. Over the course of FY 2020-2021 as staff proceeds with project implementation, some administrative errors came to light, additional projects were identified, and funding re-allocation needs were identified. The budget amendments coming before the Council have tiered requests that would authorize the City Manager to make monetary and administrative adjustments necessary to the FY 2020-2021 Capital Improvement Plan and the Adopted Annual Operating Budget to increase transparency throughout the execution projects. This staff report will categorize the changes proposed.

<u>Administrative / Clerical Adjustments</u>

1. Pedestrian Safety Improvements – Project No. 21015 ***(Increase by $155,563)***

   On March 17, 2020, the City Council authorized the City Manager to transfer up to $500,563 from the traffic impact fees fund to pay for the pedestrian safety enhancements at Palm Ave. and Margalo Street, Griffith Ave, between Hwy. 46 and Margalo Street and Peters Street and Krista Street. The engineer's estimate reflected an estimated project cost of $500,563 for the recommended improvements identified by the Pedestrian Safety Study performed around James Forrest Elementary and Palm Avenue Middle School; however, the budget only reflects $345,000. This number should have matched the engineer's

estimate of $500,563. Staff is requesting that the number be revised to reflect the $500,563 project costs as originally proposed to Council on March 17, 2020. Resolution No. 2020-3440 is attached to the staff report for reference.

2. Fiber Seal Project Citywide – Project No. 20215 ***(No Monetary Change)***

   City Council approved $250,000 of Transportation Development Act (TDA) Funds be used to provide fiber seal treatment to wearing roads for pavement preservation to extend the life of the street with the goal of improving the City's overall Pavement Condition Index (PCI). Staff is requesting to modify this project name and description to allow for various treatment types to be completed on roads that require preventative maintenance. This provides staff with the flexibility to perform cold patch overlays on roads like Magnolia, McCombs, and Scofield, as well as fiber seal projects of local roads to preserve or increase useful life by 5-7 years. Below is the proposed revision to page 40 of the FY 2020-21 Capital Improvement Plan:

   Citywide Pavement Preservation – Project No. 20215

   Justification: Perform preventative maintenance treatments of various types on city roads to extend the street's useful life. The condition of the road would determine the treatment type. The goal is to improve the overall Pavement Condition Index (PCI) of the city roads.

3. Postpone Vehicle Replacement – Project No. 21005 ***(Decrease by $125,000)***

   When Public Works staff performed a vehicle inventory and analysis, it was identified that the vehicle replacement project could be postponed for another one or two fiscal years. This will delay the programmed amount of $125,000. Originally, the City intended to use $100,000 of Measure X funds and $25,000 of Sanitation Enterprise Funds to fund this project. Staff will be transferred back to the Measure X fund $100,000 and reducing the Sanitation capital outlay by $25,000.

4. Comprehensive User and Regulatory Fee Study ***(Funding Source Change)***

   City Staff discovered that $25,000 was transferred out of Traffic Impact Fees to fund the Comprehensive User and Regulatory Fee Study. This transfer of impact fees comes into conflict with Section 13.24.120 of the Municipal Code, which states that traffic impact fees may be used "for purposes of capital improvements to and expansion of transportation facilities associated with major arterial, arterial and collector street network as designated by the city and any other transportation projects identified in the circulation element of the general plan." The City's municipal code defines expansion as follows: "Expansion of the capacity of a road applies to all street and intersection capacity enhancements and includes, but is not limited to, extensions, widening, intersection improvements, upgrading signalization and expansion of bridges or culverts."

As a result, Staff will be transferring the $25,000 back to the Traffic Impact Fund and appropriating $25,000 from the General Fund to pay for the Comprehensive User and Regulatory Fee Study.

5. Capital Improvement Plan – Capital Project Re-Classification of Funds

The Finance Department has been actively working through the fiscal year 2019-2020 audit and discovered a series of accounting inconsistencies that resulted in a years' worth of capital projects activity that needed to be reclassified from the Capital Project Funds back to its original funding source.

When a project is completed or rolls over to the following year "construction in progress," this creates an ending fund balance amount in the CIP - Capital Project Funds. This ending balance is inaccurate because these funds do not generate revenues to produce an ending fund balance.

CIP - CAPITAL PROJECT FUND		
Description		**Amount**
Beginning Fund Balance 07/01/2019	$	-
Transfer IN from Water Fund		30,000.00
Excavator Purchase		(30,000.00)
Capitalize Asset		30,000.00
Ending Fund Balance	$	30,000.00

To correct the FY 2020-2021 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2020-2021, staff must reclassify the CIP - Capital Project Fund amounts to the original funding sources. By implementing this change, not only will staff spend less time reconciling the City Fixed Assets, but the City auditors will also spend less time analyzing and sample City projects and the transfer ins and outs.

Monetary Adjustments on Existing Capital Improvement Projects

1. Water Capital Improvement Plan Modification

Public Works and Water Department staff originally budgeted $10,875,000 to proceed with various water projects, including water treatment and groundwater well replacement. City staff is working with Dee Jaspar & Associates to complete and submit an application to the State Revolving Fund for a loan to complete construction of four new groundwater monitoring wells, installing 1,2,3-TCP treatment facilities at well 12, advanced metering infrastructure, and a new groundwater storage tank. In order to submit the application for construction, staff will need to ensure the property is acquired and replacement wells are designed prior to the issuance of a funding agreement from the State Revolving Fund.

The original budget with the proposed changes are noted in the table below:

PROJECT NAME	CURRENT BUDGET	REVISED BUDGET	DIFFERENCE
Well 14 Site Development	$2,300,000	No Change	$0
1,2,3-TCP Treatment at Well 12	$475,000	No Change	$0
Water Storage Tank	$0	$80,000	+$80,000
Well 7 Replacement	$4,000,000	$575,000	-$3,425,000
Well 8 Replacement	$0	$600,000	+$600,000
Well 10 Replacement	$4,000,000	$100,000	-$3,900,000
Well 11 Replacement	$0	$575,000	+$575,000
Well 5 Abandonment	$50,000	No Change	$0
Well 7 Abandonment	$50,000	$0	-$50,000
Total	$10,875,000	**$4,755,000**	-$6,120,000

The City did not originally budget for property acquisition and design of Well 8 and 11 replacement. Instead, staff budgeted for all costs associated with the replacement of well 7 and 10. Staff also did not budget for the design of the water storage tank and is requesting $80,000 for preliminary design and engineering costs associated with the development of a storage tank.

The modifications are more conservative and realistic of project costs that will be incurred during the fiscal year 2020-21.

2. Utility Vehicles – Project No. 20232 ***(Increase by $1,332.64)***

On July 16, 2019, the City Council approved a resolution approving a grant application to the San Joaquin Valley Unified Air Pollution Control District. The grant application provides a maximum of $20,000 per vehicle. The City was awarded the maximum amount. On September 1, 2020, the City Council authorized the City Manager to purchase two all-electric utility vehicles from the Power Machinery Center for a total cost of $37,332.64 for both units. The City originally budgeted $36,000 to purchase the utility vehicles; however, the cost exceeds the budgeted amount. The San Joaquin Valley Unified Air Pollution Control District grant monies will be used to pay for this project.

PROJECT NAME	CURRENT BUDGET	REVISED BUDGET	DIFFERENCE
Utility Vehicles	$36,000	$37,332.64	+$1,332.64

3. Install New Groundwater Monitoring Wells – Project No. 20207

The City has advertised the groundwater monitoring well project twice and both times received bid proposals outside of the proposed budget. The second round of proposals did result in a bid proposal closer to the original budget; however, the staff recommends the budget be amended to $90,000 to ensure monies are available to cover the entire cost of the bid proposal and any unforeseen change orders that may arise. Monies for the budget adjustment will come from available wastewater enterprise funds.

PROJECT NAME	CURRENT BUDGET	REVISED BUDGET	DIFFERENCE
Groundwater Monitoring Wells	$75,000	$90,000	+$15,000

Additional Capital Improvement Projects/New Budget Appropriations:

PROJECT NAME	BUDGET
Irrigation Well – WWTP Ag Land	$518,000
Permanent Chainlink Fence – Farm Labor Housing Complex	$175,000
NEW BUDGET APPROPRIATION	
Walmart Tax Share Agreement	$35,000
Total	**$693,000**

1. Irrigation Well – Wastewater Treatment Plant Ag Land ***(Increase of $518,000)***

The City originally intended to repair the irrigation well located on the municipal land currently leased to Paul Farms; however, the well collapsed in the process of doing so. On August 18, 2020, City Council decided to pursue the replacement of the irrigation well and understood the estimated cost would be $518,000 based on the engineer's estimate. At this time, the staff also informed City Council that the monies used to pay for the replacement irrigation well would come from available funds in the Wastewater Enterprise Fund. Staff has proceeded to post the request for a proposal to award the drilling of the replacement irrigation well.

2. Permanent Chainlink Fence – Farm Labor Housing Complex ***(Increase of $175,000)***

The City has also been experiencing vandalism and transient activity at the former Farm Labor Housing complex located at 650 H Street. In order to secure the property and avoid potential liabilities associated with vandalism and transient activity, the City will be proceeding with the installation of a permanent chainlink fence around the entire property to prevent trespassers from entering the property. A preliminary estimate identified the project would cost

approximately $125,000. Staff is proposing Measure X Funds to cover the costs associated with this project.

3. Compromise Agreement and Release between Merjan Financial Corporation and the City of Wasco (Walmart Tax Share Agreement) ***(Increase of $35,000)***

On June 16, 2009 the City Council at the time approved an agreement with Merjan Financial Corporation. Merjan Financial, the majority owner of Wasco Investments, LLC, had asked the City of Wasco for financial assistance with their Wasco Center project which today includes Walmart and Panda Express. At the time the developer had stipulated that without this assistance the transaction with Walmart could not be completed. The City's willingness to enter into a tax sharing agreement was an effort to make this project economically feasible resulting in Walmart making a significant investment in the City. In addition, if Walmart constructed their new store it would have served as an anchor in the Wasco Center project making additional development within the project significantly more feasible.

The financial assistance approved under the agreement was in the form of sharing a portion of future local sales tax generated from the new Walmart store with the developer. The local sales tax would be shared with developer for a five-year period on a declining sharing percentage with 50% sharing in year 1, 40% sharing in year 2, 30% sharing in year 3, 20% sharing in year 4, and 10% sharing in year 5. In addition, there is a maximum tax sharing amount of $750,000 under this agreement. If for any reason the Walmart is not constructed the City would not have owed anything to the developer under this agreement and if the Walmart closes within the term of this agreement the developer must pay back all shared sales taxes to the City.

The "Compromise Agreement and Release between Merjan Financial Corporation and the City of Wasco" was reached after Merjan Financial raised various claims over the execution of the agreement and their inability to review and verify sales tax information. Merjan's claims and allegation stemmed from the realization that the revenue projections from 2009 did not match actual figures. Under the terms of the sales tax sharing agreement and projectections of the remaining quarters, Merjan was not going to recoup the maximum tax sharing amount. After the City rejected Merjan's claims and denied their request to modify the 2009 agrement, Merjan invoked the dispute resolution clause of the agreement.

The City Council approved the settlement agreement on August 18, 2020 in closed session, and the agreement became a public document once all parties agreed and signed the agreement. Even though the City had fulfilled the terms of the 2009 agreement and had a strong legal foundation to counter Merjan's assertions, Merjan was persistent and committed to pursuing their claims and disputing the City's position. The City reached the decision after considering the costly legal expenses it would incur in defending the City. If the City prevailed it may encounter additional challenges and legal expenses in recovering its legal

expenses. The expenses far exceeded the amount agreed to under the compromise and settlement agreement.

Summary of Proposed Modification to the FY 2020-21 Adopted Annual Operating Budget and Adopted FY 2020-21 Capital Improvement Plan

PROJECT NAME	CURRENT BUDGET	REVISED BUDGET	DIFFERENCE
Well 14 Site Development	$2,300,000	No Change	$0
1,2,3-TCP Treatment at Well 12	$475,000	No Change	$0
Water Storage Tank	$0	$80,000	+$80,000
Well 7 Replacement	$4,000,000	$575,000	-$3,425,000
Well 8 Replacement	$0	$600,000	+$600,000
Well 10 Replacement	$4,000,000	$100,000	-$3,900,000
Well 11 Replacement	$0	$575,000	+$575,000
Well 5 Abandonment	$50,000	No Change	$0
Well 7 Abandonment	$50,000	$0	-$50,000
Utility Vehicles	$36,000	$37,332.64	+$1,332.64
Irrigation Well – WWTP Ag Land	$0	$518,000	+$518,000
Permanent Chain link Fence – Farm Labor Housing Complex	$0	$175,000	+$175,000
Pedestrian Safety Improvements – Project No. 21015	$345,000	$500,563	+$155,563
Groundwater Monitoring Wells	$75,000	$90,000	+$15,000
Walmart Tax Share Agreement	$0	$35,000	+$35,000
Fiber Seal Project – Citywide Project No. 21025	$250,000	No Change	No financial change, project description, and title change.
Vehicle Replacement	$125,000	$0	-$125,000
Comprehensive User and Regulatory Fee Study	$25,000	No Change	Funding source modification. Traffic Impact Fees cannot be used to fund this project. General fund will be the funding source.
Capital Improvement Plan – Capital Project Re-Classification of Funds	Funding Reclassification	No Change	Funding reclassification.
Total	$11,731,000	**$6,385,895.64**	

Fiscal Impact:
The City's Adopted FY 2020-2021 Capital Improvement Plan and Adopted FY 2020-2021 Annual Operating Budget will be decreased by $5,345,104.36

Attachment:

1. Resolution
2. Resolution No. 2020-3440
3. Revised 2020-21 Capital Improvement Program
4. Revised 2020-21 Capital Improvement Program by Fund
5. Revised 2020-21 Fund Balance Sheet

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO MAKE MONETARY AND ADMINISTRATIVE BUDGET ADJUSTMENTS TO THE ADOPTED 2020-21 CAPITAL IMPROVEMENT PLAN & ADOPTED 2020-21 ANNUAL OPERATING BUDGET

WHEREAS, the City adopts and develops a five-year capital improvement plan each fiscal year; and

WHEREAS, the City adopted the Fiscal Year 2020-21 budget on June 16, 2020, including the 5-Year Capital Improvement Plan; and

WHEREAS, the budget adopted contained administrative errors and monetary values that need adjustment to deliver the projects and services programmed; and,

WHEREAS, a summary of the budget amendments that will take place are included as Exhibit "A"; and,

WHEREAS, the budget amendments will proceed in accordance with generally accepted accounting principles (GAAP); and,

WHEREAS, the City Council believes in government transparency and that adjusting the adopted capital improvement plan and annual operating budget for FY 2020-21 will provide greater transparency.

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

SECTION 1: Approves Amendments to the Adopted 2020-21 Capital Improvement Plan and Adopted 2020-21 Annual Operating Budget.

SECTION 2: Authorizes the City Manager to make monetary and administrative budget amendments as outlined in Exhibit "A."

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 -_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 20, 2020, by the following vote:

COUNCIL MEMBERS: CORTEZ, ESPITIA, GARCIA, PALLARES, REYNA
AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest:_____

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

Exhibit A

PROJECT NAME	CURRENT BUDGET	REVISED BUDGET	DIFFERENCE
Well 14 Site Development	$2,300,000	No Change	$0
1,2,3-TCP Treatment at Well 12	$475,000	No Change	$0
Water Storage Tank	$0	$80,000	+$80,000
Well 7 Replacement	$4,000,000	$575,000	-$3,425,000
Well 8 Replacement	$0	$600,000	+$600,000
Well 10 Replacement	$4,000,000	$100,000	-$3,900,000
Well 11 Replacement	$0	$575,000	+$575,000
Well 5 Abandonment	$50,000	No Change	$0
Well 7 Abandonment	$50,000	$0	-$50,000
Utility Vehicles	$36,000	$37,332.64	+$1,332.64
Irrigation Well – WWTP Ag Land	$0	$518,000	+$518,000
Permanent Chainlink Fence – Farm Labor Housing Complex	$0	$175,000	+$175,000
Pedestrian Safety Improvements – Project No. 21015	$345,000	$500,563	+$155,563
Groundwater Monitoring Wells	$75,000	$90,000	+$15,000
Walmart Tax Share Agreement	$0	$35,000	+$35,000
Fiber Seal Project – Citywide Project No. 21025	$250,000	No Change	No financial change, project description and title change.
Vehicle Replacement	$125,000	$0	-$125,000
Comprehensive User and Regulatory Fee Study	$25,000	No Change	Funding source modification. Traffic Impact Fees cannot be used to fund this project. General fund will be the funding source.
Capital Improvement Plan – Capital Project Re-Classification of Funds			Funding reclassification.
Total	$11,731,000	**$6,350,895.64**	

RESOLUTION NO. 2020 - 3440

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE TRANSFER OF TRAFFIC IMPACT FEES TO FUND RECOMMENDED PEDESTRIAN SAFETY IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY

WHEREAS, the City of Wasco wishes to move forward with the design, construction, and installation of the recommended pedestrian safety improvements identified by the pedestrian crossing investigation and stop warrant analysis performed by Ruettgers & Schuler Civil Engineers dated March 6, 2020; and

WHEREAS, the engineer's estimate and study outlining the recommended improvements and costs can be found in Exhibit "A"; and,

WHEREAS, the transfer from traffic impact fees shall not exceed $500,563.

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

SECTION 1: Accepts the Pedestrian Crossing Investigation and Stop Warrant Analysis performed by Ruettgers & Schuler Civil Engineers dated March 6, 2020.

SECTION 2: Authorizes the City Manager to transfer up to $500,563 from the traffic impact fees fund to pay for the pedestrian safety enhancements at Palm Ave. And Margalo Street, Griffith Avenue between Hwy. 46 and Margalo Street, and Peters Street and Krista Street.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2020 - 3440 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on March 17, 2020 by the following vote:

COUNCIL MEMBERS:	CORTEZ,	ESPITIA,	GARCIA,	PALLARES,	REYNA
AYES:	✓	✓	✓	✓	
NOES:		✓			
ABSTAIN:	NONE				
ABSENT:	NONE				

TEOFILO CORTEZ JR.,
MAYOR of the City of Wasco

Attest: March 17, 2020

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

EXHIBIT "A"

[Scope of Work]

Scope of Services
Pedestrian Crossing Investigation and Stop Warrant Analysis at Three Locations in the City of Wasco
Ruettgers & Schuler Civil Engineers

The investigation will be performed at the following locations:

- Griffith Ave at the new elementary school
- Palm Avenue and Margalo Street
- Peters Street and Krista Street

Existing Conditions Investigation/Data Collection

- Collect Average Daily Traffic counts at the three locations. Daily counts will also include speed survey
- Accident History Investigation and tabulation
- Obtain peak hour pedestrian volumes

Crossing Evaluation and Recommendations

- Review data and prepare investigation for proper treatment for crossings
- Prepare exhibit showing location and type of treatment
- Prepare letter summarizing the investigation, stating conclusions and recommendations

Stop Warrant Analysis (Palm Avenue and Margalo Street)

- Utilize Average Daily Counts from count performed for crosswalk investigation
- Utilize accident history investigation and tabulation from investigation performed for crosswalk investigation
- Utilize peak hour bicycle and pedestrian volumes from count performed for crosswalk investigation
- Prepare Stop Controlled Warrant Analysis based on CA MUTCD
- Prepare section in report summarizing the investigation, stating conclusions and recommendations.

Budget Summary

Description of Work	Budget
1. Existing Conditions Investigation/Data Collection	
a. Traffic counts, existing conditions investigation	$3,500
2. Crossing Evaluation and Recommendations	
a. Review data, prepare exhibits, prepare letter	$7,500
3. Stop Warrant Analysis and Recommendations	
a. Review data, prepare warrants, prepare writeup	$1,500
Total Budget (Time & Materials, Not To Exceed)	**$12,500**

FUND BALANCES

	Orginal Fund Balance					Revised Fund Balance			
FUND BALANCE	Projected July 1, 2020	Projected Revenues FY2020-2021	FY2020-2021 Appropriations	Funding Transfers	Projected June 30, 2021	Projected Revenues FY2020-2021	Adjusted Appropriations FY 2020-2021	Adjusted Transfers FY 2020-2021	Adjusted Ending Fund Balance June 30, 2021
GENERAL	$ 14,041,414	$ 14,608,537	$ 15,892,635	$ (1,785,278)	$ 10,972,038	$ 16,920,537	$ 22,353,198	$ 2,303,285	$ 10,912,038
				-	-				-
TOTAL GENERAL FUND				-	-				
				-	-	-	-	-	-
				-	-	-	-	-	-
					-	-	-	-	-
SPECIAL REVENUE FUNDS					-	-	-	-	-
TRANSPORTATION DEVELOPMENT ACT (TDA)	-	250,000	-	(250,000)	-	250,000	-	(250,000)	-
LIGHTING/LANDSCAPING MAINTENANCE (LLMD)	48,032	158,810	116,630	-	90,212	158,810	116,630	-	90,212
EMERGENCY RESPONSE	41,787	934,000	934,000	-	41,787	934,000	934,000	-	41,787
SEWER LIFT STATION DISTRICT	194,859	10,000	11,414	-	193,445	10,000	11,414	-	193,445
COMMUNITY FACILITIES DISTRICT	69,828	45,000	-	(45,000)	69,828	45,000	-	(45,000)	69,828
GAS TAX	571,298	923,424	-	(1,494,722)	-	923,424	-	(1,494,722)	-
TRAFFIC SAFETY	-	20,000	12,000	(8,000)	-	20,000	12,000	(8,000)	-
TRAFFIC IMPACT FEE	1,839,525	87,000	-	(465,000)	1,461,525	87,000	-	(595,563)	1,330,962
PARK IMPACT FEE	-	-	-	-	-	-	-	-	-
SUCCESSOR AGENCY - HOUSING	75,046	-	-	-	75,046	-	-	-	75,046
MISCELLANEOUS GRANTS	-	-	-	-	-	-	-	-	-
CDBG	506,291	6,000	-	-	512,291	6,000	-	-	512,291
COPS	25,642	-	-	-	25,642	-	-	-	25,642
CALHOME	935,970	5,000	-	-	940,970	5,000	-	-	940,970
BEGIN	11,148	-	-	-	11,148	-	-	-	11,148
HOME	336,306	-	-	-	336,306	-	-	-	336,306
					-	-	-	-	-
CAPITAL PROJECT FUNDS					-	-	-	-	-
CIP - BUILDINGS AND FACILITIES	-	-	1,045,000	1,045,000	-	-	-	-	-
CIP - PARKS RECREATION AND CULTURE	-	-	350,000	350,000	-	-	-	-	-
CIP - STREETS	-	2,212,000	4,675,000	2,463,000	-	-	-	-	-
CIP - WATER	-	-	10,875,000	10,875,000	-	-	-	-	-
CIP - WASTEWATER	-	-	620,000	620,000	-	-	-	-	-
CIP - SANITATION	-	-	700,000	700,000	-	-	-	-	-
CIP - CNG STATION	-	230,000	504,000	274,000	-	-	-	-	-
					-	-	-	-	-
ENTERPRISE FUNDS					-	-	-	-	-
WASTEWATER	19,088,709	2,525,000	2,769,756	(642,000)	18,201,953	2,525,000	3,924,089	(22,000)	17,667,621
WATER	23,200,801	3,540,000	2,692,294	(10,897,000)	13,151,507	3,540,000	7,447,294	(22,000)	19,271,507
REFUSE	4,116,323	3,235,308	3,109,076	(722,000)	3,520,555	3,260,308	3,784,076	(22,000)	3,570,555
CNG FUELING STATION	1,293,341	100,000	118,622	(274,000)	1,000,719	330,000	622,622	-	1,000,719
TRANSIT	718,678	595,683	674,365	20,000	659,996	595,683	674,365	20,000	659,996
						-	-	-	-
INTERNAL SERVICE FUNDS						-	-	-	-
FLEET MAINTENANCE	-	488,415	653,415	165,000	-	488,415	653,415	65,000	(100,000)
FACILITIES MAINTENANCE	-	333,500	333,500	-	-	333,500	333,500	-	-
INFORMATION TECHNOLOGY	-	215,000	296,000	71,000	(10,000)	215,000	296,000	71,000	(10,000)
					-	-	-	-	-
OTHER FUNDS					-	-	-	-	-
SUCCESSOR AGENCY	-	-	-	-	-	-	-	-	-
PUBLIC FACILITIES CORPORTATION	129,350	-	20,000	-	109,350	-	20,000	-	109,350
					-	-			
TOTAL	$ 67,244,347	$ 30,522,677	$ 46,402,707	$ -	$ 51,364,318	$ 30,647,677	$ 41,182,603	$ -	$ 56,709,421