



**REGULAR MEETING AGENDA  
OF THE  
ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE  
ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING  
AUTHORITY / ARVIN PUBLIC FINANCING AUTHORITY**

**TUESDAY SEPTEMBER 20, 2016 6:00p.m.  
CITY HALL COUNCIL CHAMBERS  
200 CAMPUS DRIVE, ARVIN**

**CALL TO ORDER**

Mayor Jose Flores

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

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**ROLL CALL**

Jose Flores

Mayor

Erika Madrigal

Mayor Pro Tem

Jose Gurrola, Jr.

Councilmember

Jess Ortiz

Councilmember

Jazmin Robles

Councilmember

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**STAFF**

Alfonso Noyola

City Manager

Shannon L. Chaffin

City Attorney – Aleshire & Wynder

Robert Ruiz

Finance Director

Marti Brown

Community Development Director

Richard G. Breckinridge

Chief of Police

Robin Dickerson

City Engineer – Quad Knopf

Cecilia Vela

City Clerk

## **PUBLIC COMMENTS:**

The meetings of the City Council and all municipal entities, commissions, and boards ("the City") are open to the public. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda, or on any non-listed matter over which the City has jurisdiction. At special or emergency meetings, members of the public may only address the City on items listed on the agenda. The City may request speakers to designate a spokesperson to provide public input on behalf of a group, based on the number of people requesting to speak and the business of the City.

In accordance with the Brown Act, all matters to be acted on by the City must be posted at least 72 hours prior to the City meeting. In cases of an emergency, or when a subject matter needs immediate action or comes to the attention of the City subsequent to the agenda being posted, upon making certain findings, the City may act on an item that was not on the posted agenda.

## **AGENDA STAFF REPORTS AND HANDOUTS:**

Staff reports and other disclosable public records related to open session agenda items are available at City Hall, 200 Campus Drive, Arvin, CA 93203 during regular business hours.

## **CONDUCT IN THE CITY COUNCIL CHAMBERS:**

### **Rules of Decorum for the Public**

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City, be subject to ejection from the meeting per Gov. Code Sect. 54954.3(c).

### **Removal from the Council Chambers**

Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Gov. Code Sect. 54954.3(c).

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting;
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City; and
- (d) Any other unlawful interference with the due and orderly course of said meeting.

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### **AMERICANS with DISABILITIES ACT:**

In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's office, (661) 854-3134. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**1. Approval of Agenda as To Form.**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Ortiz \_\_\_\_\_ CM Robles \_\_\_\_\_ CM Gurrola \_\_\_\_\_ MPT Madrigal \_\_\_\_\_ Mayor Flores \_\_\_\_\_

**2. PUBLIC COMMENTS**

*(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)*

**3. PRESENTATION(S)**

**A. Financial Statement FY 2014-2015**

Kenneth Punn, Managing Partner – The Punn Group

**B. Recognition to Mr. Donald Burkett**

Mayor Flores

**C. Presentation of Local Youth Programs**

Barry Hill, Executive Director – Boys & Girls Club

**D. Solar Energy Presentation**

Beth Briere - Tesla Energy

**4. CONSENT AGENDA ITEM(S)**

**A. Approval of Demand Register(s) of September 02, 2016 – September 15, 2016.**

**B. Approval of Payroll Register(s) of September 09, 2016.**

**C. Approval of the Minutes of the Regular Meeting of September 06, 2016.**

**D. Approval of PG&E Revised Extension Agreement (Re: 203 N. Walnut Street-Park) and Authorizing the City Manager to Execute the PG&E Revised Extension Agreement.**

**E. Approval of Task Order No. 1621 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for the Design and Bidding Services for New Concrete Pavement at the Waste Water Treatment Plant, and a Finding of a Class 1 Exemption (Existing Facilities) and Class 2 Exemption (Replacement or Reconstruction) Under the CEQA Guidelines.**

**F. Approval of Task Order No. 1622 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for Right of Way Acquisition Services, Consultant Request for Proposal, and Oversight and Management of Right of Way Acquisition Associated with the Development of the Signalization Project Proposed at the Intersection of Hwy 223 and Derby.**

- G. Approval of Task Order No. 1623 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for Additional Bid Phase Support Services and Construction Management Services for the Construction of Slurry Seal Pavement Treatment in the North-Eastern Portion of the City of Arvin.**

Staff recommends approval of Consent Agenda.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Ortiz \_\_\_\_\_ CM Robles \_\_\_\_\_ CM Gurrola \_\_\_\_\_ MPT Madrigal \_\_\_\_\_ Mayor Flores \_\_\_\_\_

**5. PUBLIC HEARING ITEM(S)**

- A. Public Hearing to Consider Adoption of an Ordinance of the City Council of the City of Arvin, Adding Chapter 32 to Title 8 of the City of Arvin Municipal Code Concerning Food Safety Education. (City Manager)**

Staff recommends that the Council consider adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the ordinance.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Ortiz \_\_\_\_\_ CM Robles \_\_\_\_\_ CM Gurrola \_\_\_\_\_ MPT Madrigal \_\_\_\_\_ Mayor Flores \_\_\_\_\_

- B. Public Hearing to Consider Adoption of an Ordinance of the City Council of the City of Arvin, Adding Chapter 30 to Title 8 of the City of Arvin Municipal Code Relating to Tobacco Retailer's Permit. (City Manager)**

Staff recommends the City Council consider adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the ordinance.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Ortiz \_\_\_\_\_ CM Robles \_\_\_\_\_ CM Gurrola \_\_\_\_\_ MPT Madrigal \_\_\_\_\_ Mayor Flores \_\_\_\_\_

**6. ACTION ITEM(S)**

- A. Consideration and Approval of A Resolution of the City Council of the City of Arvin Augmenting the FY 16/17 Budget to Authorize An Increase of the Construction Budget By \$100,000, Adopting A CEQA Class 32 Categorical Exemption, and Contingently Awarding A Construction Contract with C.S. Legacy for the Construction of the DiGiorgio Action Park Project. (City Engineer)**

Staff recommends the City Council approve the Resolution that:

1. Augments the FY16/17 budget to authorize an increase of the construction budget by \$100,000;
2. Approves a CEQA Class 32 categorical exemption; and
3. Contingently awards a construction contract with C.S. Legacy for the construction of the DiGiorgio Action Park project.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Ortiz \_\_\_\_ CM Robles \_\_\_\_ CM Gurrola \_\_\_\_ MPT Madrigal \_\_\_\_ Mayor Flores \_\_\_\_

- B. Consideration and Approval of A Resolution of the City Council of the City of Arvin Authorizing the Execution of A Construction Contract with Griffith Company for the Reconstruction of Varsity Ave Reconstruction Project STPL-5370(026), and CEQA Class 1 and Class 2 Categorical Exemptions. (City Engineer)**

Staff recommends the City Council approve the Resolution that:

1. Adopts a Class 1 and Class 2 Categorical Exemption, pursuant to CEQA Guidelines Sections 15301 and 15302, for the project; and
2. Awards the construction contract, including the one additive alternative, to Griffith Company, and authorizing the Mayor or City Manager to execute an agreement with Griffith Company for the construction of the Varsity Avenue Reconstruction Project.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Ortiz \_\_\_\_ CM Robles \_\_\_\_ CM Gurrola \_\_\_\_ MPT Madrigal \_\_\_\_ Mayor Flores \_\_\_\_

- C. Consideration and Approval of Office Space for Lease for the Arvin Chamber of Commerce. (Mayor Flores)**

Staff recommends consideration and direction from Council.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Ortiz \_\_\_\_ CM Robles \_\_\_\_ CM Gurrola \_\_\_\_ MPT Madrigal \_\_\_\_ Mayor Flores \_\_\_\_

**7. DISCUSSION ITEM(S)**

**A. Discussion and Direction Pertaining to the Adult Use of Marijuana Act (AUMA)/Proposition 64 (Police Chief)**

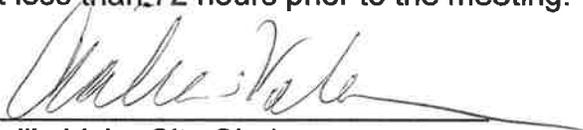
**B. Community Complaints Regarding Code Enforcement (Mayor Flores)**

**8. STAFF REPORTS**

**9. COUNCIL MEMBER COMMENTS**

**10. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin City Council Chambers Bulletin Board not less than 72 hours prior to the meeting. Dated September 15, 2016.



Cecilia Vela, City Clerk

August 6, 2016

TO: Mayor of the City of Arvin

FR: Donald Burkett

RE: Answer to the Mayor's Questions

Mayor, I will answer questions you gave my daughter, Mandy, to answer. If you need more, please let me know.

I started writing newspaper articles in 1972 or 1973. I was a history teacher at Arvin High School and I felt "Look Back With Burkett" (a newspaper column) would help my students become more interested in history. I did this for maybe 30 years (not every week, however), and I did it without being paid by the local newspapers Lamont Reporter/Arvin Tiller.

When I started writing "Gadabout" around 2002 the Tiller began paying me \$20 per article, and they still do. Since I write for two newspapers - the Reporter and Tiller - I call myself a "syndicated" reporter. Joking, of course! I have been writing these stories around 40 years.

My travel started when I retired and had time to go places. I did get to go on one trip a year to the "League of California Cities" that the City of Arvin paid for - usually a two night stay. I was on the Arvin City Council for 20 years and we never received any pay so this yearly trip was my reward!

I was on Kern Council of Governments for about 20 years and we got paid \$25 for a meeting held in Bakersfield one night a month. No mileage. Also, if I could get away from my teaching duties. (Softball coaching made me miss several things.) I tried to attend one conference a year. These trips made me want to travel more so, currently, I am spending my kids' inheritance to go as much as I can afford.

I have been going with a travel group called Road Scholar and they have the best travel plans for people 55 years or older. They arrange everything except the travel to and from the destination. They take care of almost all the meals (most of the time all of them), the field trips, lodging, speakers - everything you need.

My favorites have been "New York City and the Metropolitan Opera", and a trip to Lafayette, Louisiana to study the Cajun history and music. As a history teacher I enjoyed a 15 day trip of Lewis and Clark where we followed their journey from St. Charles, MO to Astoria, OR on a bus.

Arvin was always important to me as I taught there for 29 years, lived on Plumtree Street for 27 years. Lots of good people, my demographic of Okies and then the transformation to mostly Hispanics. I don't see much difference - both groups were hard-working, honest and friendly people.

Because Arvin has a city government, I believe it has developed structurally and cosmetically. Therefore, I believe in city government - it's a very good thing and makes progress easier to deal with.

I moved from Arvin because my daughter and son-in-law joined Carol in acquiring a piece of property big enough where we could each build a house. A large one in front of the property for our kids and a smaller one in the back for us. Now when we travel, we have someone to take care of things and they can look after us when we can no longer travel! We moved here in 1998, but we still attend Arvin Calvary Baptist Church with Pastor Mark McGinty and a congregation that matches the town population - Hispanic and Anglo Saxon.

*Donald G. Burkett*

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Donald G. Burkett

## REGULAR MEETING MINUTES

### ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING AUTHORITY / ARVIN PUBLIC FINANCING AUTHORITY

SEPTEMBER 06, 2016

CALL TO ORDER @ 6:00PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Robles absent; all others present. CM Gurrola arrived late during agenda Item 1.

#### 1. Approval of Agenda as To Form.

**Motion to approve agenda with removal of Presentation Item 3A.**

Motion CM Ortiz                      Second MPT Madrigal                      Vote 4-0

#### 2. PUBLIC COMMENTS

*(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)*

**DRAFT**

#### 3. PRESENTATION(S)

A. Certificate of Appreciation to Maricela Maciel for Coordination of National Night Out Event of August 2, 2016.

J. Breckenridge, Police Chief

**Above Presentation Item 3A removed from Agenda.**

B. Recognition to Mr. Donald Burkett  
Mayor Flores

#### 4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of August 13, 2016 – September 01, 2016.

B. Approval of Payroll Register(s) of August 26, 2016.

C. Approval of the Minutes of the Regular Meeting of August 16, 2016.

- D. Approval of A Resolution of the City Council of the City of Arvin Adopting and Implementing Labor Compliance Provisions on Certain Public Works Contracts.

**Resolution No. 2016-58**

- E. Approval of A Resolution of the City Council of the City of Arvin Approving Program Supplement No. 016-N1 to Administering Agency-State Agreement for Federal-Aid Projects No. 06-5370R for the Construction of the Varsity Avenue from Comanche Drive to Campus Drive Roadway Rehabilitation Project STPL-5370(026), and Authorizing the Mayor or City Manager to Sign and Execute the Agreement.

**Resolution No. 2016-59**

**Agreement No. 2016-25**

- F. Approval of A Resolution of the City Council of the City of Arvin Approving Program Supplement Agreement No. F017 to Administering Agency-State Agreement for Federal-Aid Projects No. 06-5370F15 for the Roadway Rehabilitation Project of Franklin Street from Derby Street to Stockton Avenue STPL-5370(028), as well as the Master Agreement and Authorizing the Mayor or City Manager to Sign and Execute the Agreements.

**Resolution No. 2016-60**

**Agreement No. 2016-26 (Master Agreement)**

**Agreement No. 2016-27 (Program Supplement Agreement)**

- G. Approval of Task Order No. 1619 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for QK Inc. to perform a Speed Study on 34 Segments of Road Within the City of Arvin and Authorize the City Manager to Execute the Task Order.
- H. Approval of Task Order No. 1620 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for QK Inc. to prepare a Feasibility Study for Wastewater Treatment Upgrades and Treated Effluent Reuse at the City of Arvin Wastewater Treatment Facility and Authorize the City Manager to Execute the Task Order.

Staff recommends approval of Consent Agenda.

**Motion to approve Consent Agenda Items 4A – 4H.**

Motion CM Gurrola

Second CM Madrigal

Vote 4-0

**5. PUBLIC HEARING ITEM(S)**

- A. Public Hearing to Consider Adoption of an Ordinance of the City Council of the City of Arvin, Amending Appendix A to Chapter 1.24 of the Arvin Municipal Code Relating to the City's Conflict of Interest Code. (City Clerk)

Staff recommends that the Council consider adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the

hearing, waive second reading of the Ordinance, and approve the adoption of the ordinance.

**Hearing opened.**

**Public testimony: Arvin resident, Ange McNeill raised questions regarding City management and structure including qualifications and knowledge. Staff responded.**

**Hearing closed.**

**Motion to waive second reading of the Ordinance to be read by title only and approve the adoption of the Ordinance.**

Motion CM Gurrola                      Second CM Ortiz                      Vote 4-0

**Ordinance No. 432**

- B. Public Hearing to Consider Adoption of an Ordinance of the City Council of the City of Arvin, Amending 2.06.210 of Chapter 2.06 of Title 2 of The Arvin Municipal Code Addressing Council and City Manager Relations: Non-Interference with Administrative Services. (City Manager)**

Staff recommends that the Council consider adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the ordinance.

**Hearing opened.**

**Public Testimony: Arvin resident, Ange McNeill voiced her opposition of the Ordinance.**

**Hearing closed.**

**Motion to waive second reading of the Ordinance to be read by title only and approve the adoption of the Ordinance.**

Motion MPT Madrigal                      Second CM Ortiz                      Vote 3-1 (Mayor Flores voted No.)

**Ordinance No. 433**

- C. Public Hearing to Consider Introduction of an Ordinance of the City Council of the City of Arvin, Adding Chapter 32 to Title 8 of the City of Arvin Municipal Code Concerning Food Safety Education. (City Manager)**

Staff recommends the City Council consider introducing the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the attached Ordinance.

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to waive first reading of the Ordinance to be read by title only and approve the introduction of the Ordinance.**

Motion CM Gurrola                      Second CM Ortiz                      Vote 4-0

- D. Public Hearing to Consider Introduction of an Ordinance of the City Council of the City of Arvin, Adding Chapter 30 to Title 8 of the City of Arvin Municipal Code Relating to Tobacco Retailer's Permit. (City Manager)

Staff recommends the City Council consider introducing the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the attached Ordinance.

**Hearing opened.**  
**No public testimony.**  
**Hearing closed.**

**Motion to waive first reading of the Ordinance to be read by title only and approve the introduction of the Ordinance.**

Motion CM Gurrola                      Second MPT Madrigal                      Vote 4-0

**6. ACTION ITEM(S)**

- A. Consideration and Approval of Arvin Hispanic Chamber of Commerce Special Event Permit to Include Use of Smothermon Park and Pavilion, Use of Utilities, and for Public Safety and Public Works Assistance from the City of Arvin for the Arvin Youth Festival during Oct. 15 - 16, 2016. (Police Chief)

Staff recommends approval of the special event permit for the Arvin Youth Festival Event with the requirement to abide by stipulations set forth by the Arvin Police Department for private security guards, ABC daily license, & Police personnel requirements.

**Motion to approve the Arvin Hispanic Chamber of Commerce Special Event Permit at the reduced rate of \$1,500 with the requirement that the Arvin Hispanic Chamber of Commerce abides by the resolution and the process that the City Council has adopted when providing subsidies or donations to community groups including the public purpose findings for reducing the rates, including that the funds will be used for public health, safe and welfare, including help and assistance for the homeless, raising funds for non-profits and otherwise taking steps to promote the Arvin community.**

Motion CM Gurrola                      Second CM Ortiz                      Vote 4-0

- B. Consideration and Direction Regarding A Resolution to be Considered at the League of California Cities Annual Conference Business Meeting on October 07, 2016. (City Clerk)

- 1) Resolution Committing the League of California Cities to Supporting Vision Zero, Toward Zero Deaths, and Other Programs or Initiatives to Make Safety a Top Priority for Transportation Projects and Policy Formulation, While Encouraging Cities to Pursue Similar Initiatives.

Staff recommends that the Council consider the one Resolution and determine the City's position so that the Voting Delegate can represent the City's position for this Resolution at the Business Meeting.

**Motion to authorize the Voting Delegate to vote in favor of the one Resolution that will be considered at the League of California Cities Annual Conference Business Meeting on October 07, 2016.**

Motion CM Gurrola          Second CM Ortiz          Vote 4-0

- C. Consideration and Direction Regarding Implementing A Transparency Policy for the City of Arvin. (Finance Director)

Staff recommends consideration and direction from Council as to next steps in order to implement this policy.

**Motion to direct Staff to move forward with implementing a transparency policy; determine costs to install the OpenGov software; and compare transparency policies from other cities.**

Motion CM Gurrola          Second CM Ortiz          Vote 4-0

- D. Consideration and Approval of New Police Officer Trainee Job Description and Related Salary Step Schedule Rates. (City Manager)

Staff recommends that:

- 1) The City Council approve the new job description and corresponding Step Schedule level and authorize the Finance Director to post the Step Schedule on the City's web site [www.arvin.org](http://www.arvin.org).
- 2) The City Council authorizes the City Manager to search for and hire Police Officer Trainees.

**Motion to: 1) Approve the new job description and corresponding Step Schedule level and authorize the Finance Director to post the Step Schedule on the City's website [www.arvin.org](http://www.arvin.org) and 2) Authorize the City Manager to search for and hire Police Officer Trainees.**

Motion CM Gurrola          Second CM Ortiz          Vote 4-0

- E. Consideration and Approval of A Resolution of the City Council of the City of Arvin, California, Approving the City Manager's Designation of Specified Directors as Qualified Substitutes, as well as Authorizing the Designation of Qualified Substitutes for the City Clerk, in the Event of Absence or Unavailability (City Manager).

Staff recommends approval of the Resolution.

**Motion to approve the Resolution.**

Motion MPT Madrigal          Second CM Gurrola          Vote 3-1 (Mayor Flores voted No.)

**Resolution No. 2016-61**

- F. Consideration and Approval of A Resolution of the City Council of the City of Arvin In Support of the Adoption of a Health Protective Maximum Contaminant Level for the Unregulated Contaminant 1,2,3-Trichloropropane by the State Water Resources Control Board. (CM Gurrola & CM Robles)

Staff recommends consideration and direction from Council.

**Motion to approve the Resolution.**

Motion CM Gurrola      Second MPT Madrigal      Vote 4-0

**Resolution No. 2016-62**

**7. DISCUSSION ITEM(S)**

- A. Citizen's Oversight Committee for Measure L (Finance Director)
- B. Short Term Loan for Sycamore Drainage Project (Finance Director)

**8. STAFF REPORTS**

- A. FY 2014 - 2015 Financial Audit (Finance Director)

**9. COUNCIL MEMBER COMMENTS**

**10. CLOSED SESSION ITEM(S)**

**A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Pursuant to Government Code, § 54956.9 (d)(1)):

City of Arvin vs. Big N Deep Agricultural Development, Lauraine Cook, Jeffrey Alexander, Collin Alexander, Jeff Alexander Farming, Fanucchi Family LP, Richard Fanucchi, Edward Fanucchi, and Ag-Wise Enterprises, Inc.  
Kern County Superior Court Case No. BCV-16-100246 DRL

**B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Govt. Code § 54956.8)**

Property: APN: 190-250-06 and -07 (North of Bear Mountain Blvd. along a portion of the Walnut Drive Street Improvement Project)

Negotiator: Alfonso Noyola, City Manager

Negotiating parties: City of Arvin and Hasmig and Parsegh Ananian

Under negotiation: Price and terms of payment.

**C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Pursuant to Government Code, § 54956.9(d)(1))

DFEH Complaint No. 768159-232472 (EEOC No. 37A-2016-02371-C)  
re Fred Rodriguez v. City of Arvin et al

**D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Pursuant to Government Code, § 54956.9(d)(1))

Cecilia Vela v. City of Arvin (SEIU Case 74626)

DRAFT

**CLOSED SESSION REPORT BY CITY ATTORNEY:  
No reportable action.**

**11.ADJOURNED@ 10:20PM**

Respectfully submitted,

  
\_\_\_\_\_  
Cecilia Vela, City Clerk



**CITY OF ARVIN  
Staff Report**

Meeting Date: September 20, 2016

**TO:** Arvin City Council

**FROM:** Robin Dickerson, City Engineer  
Alfonso Noyola, City Manager

**SUBJECT:** Consideration and Approval of PG&E Revised Extension Agreement (Re 203 N. Walnut Street – Park), and Authorizing the City Manager to execute the PG&E Revised Extension Agreement.

**BACKGROUND:** The original PG&E agreement was approved by council on May 3, 2016. During the preparation of the final engineering plans it was determined that the transformer location should be relocated at a savings to the City of Arvin. This agreement will allow the City to receive a refund in the amount of \$5,948.47.

**FINANCIAL IMPACT:** The City has secured funds through an infrastructure loan to construct the Walnut Street extension. The infrastructure loan will be repaid with Transportation Impact Fees. However, the scope of the project is being modified to attempt to conform to the funding. The project is being revised to extend from Bear Mountain Boulevard up to Grapevine Avenue.

There are four funding options for the PG&E Revised Extension Agreement. It has been requested that the City select the Non-Refundable 50 Percent Discount Option for Gas and Electric. PG&E will be refunding the City of Arvin \$5948.47. Previously the City had paid \$76,009.25 to PG&E. The dry utility funds were estimated to be about \$80,000 for this project. These funds will be put back into the total construction funds of \$4.5 million needed to complete the Walnut Street Extension Construction.

**RECOMMENDATION:** Staff Recommends that the City Council take the following action:

1. Consideration and approval of the PG&E Revised Extension Agreement between PG & E and the City of Arvin, and
2. Authorizing the City Manager to execute the PG&E Revised Extension Agreement.

**ATTACHMENTS:**

PG&E Revised Extension Agreement



# Customer Payment Coupon

City of Arvin, A Government Agency

200 Campus  
ARVIN CA 93203

For Internal Use	
Notification #	110451860
Contract #	1203292
E-PM #	31189206
G-PM #	
Prior MLX	236634
Customer #	1259956

## Customer Payment Summary

203 N. WALNUT STREET-PARK, ARVIN, 93203

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement and enclose payment.

Payment Options		Total Due
10-Year Refundable Advance Option Gas and Electric	\$75,559.85	\$75,559.85
Non-Refundable 50 percent Discount Option for Gas and Electric	-\$5,948.47	-\$5,948.47
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	-\$5,948.47	-\$5,948.47
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$75,559.85	\$75,559.85

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement.

### Important Payment Information

- Please make check payable to: **PG&E or Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment

**Remit payment and SACAC form to:**  
 PG&E CFM/PPC Department  
 PO BOX 997340  
 Sacramento, CA 95899-7340

**IMPORTANT MESSAGE**

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

To learn more about PG&E's gas and electric safety initiatives and resources please visit [pge.com/safety](http://pge.com/safety).

**Have Questions?**  
 Please Call **1-800-422-0436**



110451860E



# Gas and Electric Extension Agreement\*

July 12, 2016

City of Arvin, A Government Agency

200 Campus  
ARVIN CA 93203

Re: 203 N. WALNUT STREET-PARK, ARVIN, 93203

Dear Alfonso Noyola

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

For Internal Use	
Notification #	110451860
Contract #	1203292
E-PM #	31189206
G-PM #	
Prior MLX	236634
Customer #	1259956

## 1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E							X			X
Customer					X	X		X	X	

	GAS	ELECTRIC
<b>Total non-refundable project costs</b>	\$0.00	\$14,645.90
<b>Refundable extension costs</b>	\$0.00	\$181,833.04
Allowances (credit)	- \$0.00	\$18,816.40
<b>Net refundable amount</b>	= \$0.00	= \$163,016.64
<b>10 YEAR REFUNDABLE OPTION</b>		
<b>Net refundable amount</b>	\$0.00	\$163,016.64
Credit for value of design and/or facilities provided by applicant	- \$0.00	\$23,593.43
<b>Total non-refundable project costs</b>	+ \$0.00	+ \$14,645.90
<b>Total (if you select this option)</b>	= \$0.00	= \$154,069.10
<b>NON-REFUNDABLE 50% DISCOUNT OPTION</b>		
<b>Net refundable amount</b>	\$0.00	\$163,016.64
Discount: 50% of Net refundable amount	- \$0.00	\$81,508.32
Credit for value of design and/or facilities provided by applicant	- \$0.00	\$23,593.43
<b>Total non-refundable project costs</b>	+ \$0.00	+ \$14,645.90
<b>Total (if you select this option)</b>	= \$0.00	= \$72,560.78
<b>Potential refund per residential lot/unit</b>	\$0.00	\$0.00
<b>Potential reimbursement per service completion</b>		
Pressurized or energized system	\$0.00	\$0.00
Not pressurized or energized system	\$0.00	\$0.00
<b>Reimbursement for other work performed</b>	\$0.00	\$0.00

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

## DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

**Total non-refundable project costs** include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

**Refundable extension costs** include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

**Allowances** are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

**Net refundable amount** is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

**Potential refund per residential lot/unit** is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

**Potential reimbursement per service completion** is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

**Reimbursement for other work performed** is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.



110451860E



# Gas and Electric Extension Agreement\*

## 2 Select one of the following payment options.

- 10-Year Refundable Option for Gas and Electric
- Non-Refundable 50 Percent Discount Option for Gas and Electric
- N/A 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- N/A Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas	Electric	Advance	Total Due
\$0.00	\$154,069.10	\$78,509.25	\$75,559.85
\$0.00	\$72,560.78	\$78,509.25	-\$5,948.47
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

## 3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at [pge.com/tariffs](http://pge.com/tariffs) or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

## 4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

**Please provide your payment and required forms within 90 days from 12-JUL-16. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.**

If you have any questions, please contact Larry Hoff at 661-398-5712 or by email at [LBH5@pge.com](mailto:LBH5@pge.com)

### ADDITIONAL INFORMATION

#### What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

#### How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

**Please follow payment instructions found on your Payment Coupon.**

### Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Mike Settlemire

Mike Settlemire  
Supervisor

### Customer

Agreed and accepted by:

City of Arvin, A Government Agency

Authorized Signatory Alfonso Noyola

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



110451860E



**STATEMENT OF APPLICANT'S CONTRACT  
ANTICIPATED COSTS.\***

**Project Name:** CITY OF ARVIN

**Project Location:** 203 N. WALNUT STREET-PARK, ARVIN, 93203

**Notification Number:** 110451860

**PM Number(s):** (Gas) (Electric) 31189206

**APPLICANT COSTS**

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

**GAS**

**Residential Service Facilities:**

**Applicant: \$** \_\_\_\_\_

**PG&E: \$0.00**

**Number of gas service: 0      Stubs: 0**

**ELECTRIC**

**Residential Service Facilities:**

**Applicant: \$** \_\_\_\_\_

**PG&E: \$0.00**

**Number of Electric service: 0**

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



110451860E

**GAS**

**Gas Distribution Facilities  
and Non-Residential Service Services:**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

**ELECTRIC**

**Electric Distribution Facilities  
and Non-Residential Service Services:**

Applicant: \$ \_\_\_\_\_

PG&E: \$82,303.08

**GAS DISTRIBUTION TRENCH**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

**I declare under penalty of perjury that the foregoing is true and correct.**

**APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on \_\_\_\_\_ at ARVIN, CA  
(Date) (City)

By:

Print Applicant Name: Alfonso Noyola  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_



110451860E



**2016-2017 PROJECT SHEET**

Proj #: **A150208**

Project: **Walnut Street Project**

Project Lead: **Robin Dickerson** Dept.: **Engineering**

Fund:  Line Item:  Project Type:  New Project/Expansion  Changed  Replacement  Maintenance

Priority Setting Factors:	H/S/W 5	Maint. 3	Expan. 3	New 3	Low 1	Medium 3	High 5	<b>OVERALL</b>
Rating:	<b>3</b>						<b>5</b>	<b>8</b>

A = Actual B = Budgeted

**BREAKDOWN OF PROJECT COST AND FUNDING SOURCES**

Cost Summary	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Engineering Task Order 1505 Street		\$135,000	\$116,000				\$251,000
Engineering Task Order 1505 Sewer		\$43,000	\$9,000				\$52,000
Engineering Task Order 1604 Street			\$47,000				\$47,000
Engineering Task Order 1604 Sewer			\$4,840				\$4,840
Engineering Task Order 1612 Street			\$123,750				\$123,750
Engineering Task Order 1612 Sewer			\$13,750				\$13,750
PG&E CFM PPC Fees		\$76,009	\$0				\$76,009
Loan Fees-Attorney & Analyst		\$66,980	\$0				\$66,980
PG&E CFM PPC Refund			-\$5,948				-\$5,948
Construction Costs with 10% Contingency			\$4,147,257				\$4,147,257
<b>TOTAL COST</b>	<b>\$0</b>	<b>\$320,989</b>	<b>\$4,455,649</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,776,638</b>

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Construction Loan			\$4,995,000				\$4,995,000
							\$0
							\$0
							\$0
<b>TOTAL FUNDING SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,995,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,995,000</b>

**1. Briefly Describe and provide justification for this Capital Project Request.**

Project will provide extension and interconnection of Walnut Street to residents between Varsity and Bear Mountain Boulevard. The project has been amended to extend Walnut Street from Bear Mountain Boulevard to Grapevine Avenue. Including Richard and Alderette Street

**2. Describe the project status and completed work.**

Project is being awarded to Bowman Asphalt. The construction cost include the base bid and all 4 add alternates

**3. Describe any anticipated grants related to the project.**

**4. What impact will the project have on annual operation expenses? Please quantify and describe.**

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expenses	\$0			\$8,000	\$8,000	\$250,000	\$266,000

Projected operating expenses for street maintenance.

Map and/or pictures of Project/Project Area





**CITY OF ARVIN  
Staff Report**

Meeting Date: September 20, 2016

**TO:** Arvin City Council

**FROM:** Robin Dickerson, City Engineer  
Alfonso Noyola, City Manager

**SUBJECT:** Approval of Task Order No. 1621 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for the Design and Bidding Services for New Concrete Pavement at the Waste Water Treatment Plant, and a Finding of a Class 1 Exemption (Existing Facilities) and Class 2 Exemption (Replacement or Reconstruction) Under the CEQA Guidelines

**BACKGROUND:**

The City of Arvin Waste Water Treatment Plant (WWTP) which is operated by Veolia is in need of an approximately 7,500 square foot concrete pavement section in an area where the sludge bins are removed from the site. The area is currently paved but the pavement is being destroyed by the weight of the bins. Veolia has brought in temporary steel plates, which they are renting. QK Inc. proposes to develop design drawings and a bid package including technical specifications which will be ready for bid. If the cost of construction requires Council approval under the Municipal Code, then staff will bring this item back for the award of a construction bid. However, it is anticipated costs may be less than this amount. QK will be available for assistance on an as need basis.

**ENVIRONMENTAL ASSESSMENT:**

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Section 15301 of the CEQA Guidelines, which exempts existing facilities because this project consists of the repair, maintenance or minor alteration of existing public facilities involving negligible or no expansion of use beyond that currently existing. Additionally, this project also falls within the Categorical Exemption set forth in Section 15302 of the CEQA Guidelines, which exempts replacement or reconstruction, as this project consists of the replacement or reconstruction of existing structures and facilities located on the same site as the structure replaced, and will have substantially the purpose and capacity to accommodate sludge bins. Furthermore, Staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

**FINANCIAL IMPACT:**

The total cost of QK Inc. services is \$15,000.00 which will be paid from enterprise sewer funds. This project was part of the Capital improvement projects approved with the budget in June 2016.

**RECOMMENDATION:**

Approval of task order 1621 for the design and bidding services of concrete pavement at the WWTP site for a time-and-materials cost of \$15,000.00 which will be invoiced to the City at a discounted rate of 10%.

**ATTACHMENTS:**

- Task order 1621
- Exhibit A
- Finance form

TASK ORDER NO. 1621

DATE OF REQUEST: September 20, 2016

CITY PROJECT COORDINATOR: QK Inc Engineering

**This Task Order is submitted to Contractor pursuant to Section 3.2.2 of the Contract Services Agreement (“Agreement”) entered into between the City of Arvin and QK Inc. dated November 5<sup>th</sup>, 2013.**

1. Project Description and Location:  
Design of new concrete pavement at the Waste Water Treatment Facility as outlined in Attachment A.
2. Scope of Service Required:  
Topographical survey and engineering design services as outlined in Attachment A.
3. Expected Results and Deliverables:  
Design drawings and specifications to be delivered to Veolia as outlined in Attachment A.
4. Period of Performance (Time Frame):  
Period of performance will be six weeks from the approval of this task order.
5. Project Schedule:  
Project Schedule will begin after receipt of a written notice to proceed and construction contract’s Notice of Award.

**NOTICE to CONTRACTOR:** Pursuant to Section 3.2.2 of Agreement, after City delivers draft Task Order to the Contractor, Contractor shall return draft Task Order within ten (10) calendar days with a Cost Estimate. **QK Inc proposed cost: Time and Materials not to exceed \$15,000 (Each invoice will include a 10% discount for QK Inc Labor) in accordance with the rate schedule under the approved contract. This budget may be reviewed periodically by the City, and adjusted as needed to accommodate the needs of the City.**

Approved by: \_\_\_\_\_

City Manager

Date

**Exhibit A**

**Scope of Services – Veolia Concrete Pad Design**

**Project Understanding**

The City of Arvin Waste Water Treatment Plant (WWTP) which is operated by Veolia is in need of an approximately 7,500 square foot concrete pavement section in an area where the Sludge bins removed from the site. The area is currently paved but the pavement is being destroyed by the weight of the bins. QK Inc. proposes to develop design drawings and a bid package including technical specifications which will be ready for bid. The plans and specifications will be turned over to Veolia for bidding and construction. QK will be available for assistance on an as need basis.

**Proposed Scope of Work**

We propose the following phases and tasks for the construction management of the above referenced project.

**Phase 1: TOPOGRAPHIC SURVEY AND DESIGN SERVICES**

QK Inc. will coordinate one site meeting with a Veolia representative to discuss the proposed limits of work, and will perform a topographical survey at that point in time to allow for engineered drawings to be created. After a survey is completed, engineered drawings will be created as well as applicable technical specifications. QK Inc. will then provide electronic drawings and specifications to Veolia to be bid out to contractors.

**Proposed Schedule**

Following the execution of this task order, QK will proceed with work as described herein, and will follow to the following estimated timelines.

- Phase 1: 6 weeks

**Fee Proposal**

The following estimated fee will be billed on a not-to-exceed Time and Materials Basis per the amount shown, unless we receive prior authorization from the City of Arvin. These services will be provided at a discounted rate of 10% up to the total task order amount shown.

<b>Walnut Street Project</b>	
<b>Total Time and Materials Not to Exceed</b>	<b>\$15,000.00</b>



**2016-2017 PROJECT SHEET**

Proj. #: **TO 1621**

Project: **General Engineering**

Project Lead: **Robin Dickerson**

Dept: **Engineering**

Project Type:  New Project/Expansion  Changed  
 Replacement  Maintenance

**BREAKDOWN OF PROJECT COST AND FUNDING SOURCES**

Cost Summary	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Engineering Task Order 1621			\$15,000				\$15,000
							\$0
							\$0
							\$0
							\$0
<b>TOTAL COST</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,000</b>

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Sewer Enterprise Fund			\$15,000				\$15,000
							\$0
<b>TOTAL FUNDING SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,000</b>

**1. Briefly Describe and provide justification for this Capital Project Request.**

Design of approximately 7,500 SF concrete pad at the Veolia Wastewater Treatment Facility in an unpaved area.

**2. Describe the project status and completed work.**

No work performed to date.

**3. Describe any anticipated grants related to the project.**

n/a

**4. What Impact will the project have on annual operation expenses? Please quantify and describe.**

Projected Operating Expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Map and/or pictures of Project/Project Area





**CITY OF ARVIN  
Staff Report**

Meeting Date: September 20, 2016

**TO:** Arvin City Council  
**FROM:** Robin Dickerson; City Engineer  
**SUBJECT:** Approval of Task Order No. 1622 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for Right of Way Acquisition Services Consultant Request for Proposal and Oversight and Management of Right of Way Acquisition Consultant

**BACKGROUND:**

In recent years, the City of Arvin had planned on designing and ultimately constructing a new traffic signal at the intersection of State Route 223 (Bear Mountain Boulevard) and Derby Street to address what many in the community claim is an unsafe intersection for both motorists and pedestrians. To facilitate the design, the City solicited Highway Safety Improvement Program (HSIP) Grant funding through Caltrans which was awarded. In early 2015, task order 1502 was awarded to QK Inc. for the initiation of discussions with utility companies and the affected railroad as well as for the preparation of a Systems Engineering Review Form (SERF) to get approval from Caltrans for the procurement of a consultant for preliminary engineering services. During the initial stages of the project, the City became aware that Caltrans also had a similar project in the works. A co-operative agreement was reached between the City and Caltrans, whereby Caltrans would be responsible for the engineering and construction costs, and the City would be responsible for acquiring the necessary Right of Way to facilitate the work.

To facilitate this effort, the City and QK Inc. requested from Caltrans that HSIP Grant dollars would be re-allocated to be used for the ROW consultant and acquisition of necessary ROW. The ROW consultant will be contracted following a competitive procurement process being administered by the City and the City Engineer, QK Inc. A portion of the HSIP funds will be used for the scope of QK Inc. services for preparing the RFP and reviewing proposals for a ROW consultant as well as performing a project management and oversight role throughout the ROW acquisition process.

The E-76 for right of way acquisition was approved on August 22, 2016. The City can now prepare the Request for Proposals (RFP) to acquire the necessary right of way for the installation of the traffic signal.

**FINANCIAL IMPACT:**

Total estimated cost for the services of QK Inc. is \$41,350.00. Of this, \$29,350.00 was reported to Caltrans as the cost of QK Inc. services for the preparation of the RFP, bidding services, and the right of way acquisition services oversight and project management. Of this \$29,350.00, there is a 10% local match requirement for a total of \$2,935.00 which would be paid out of the general fund.

An additional \$12,000.00 is also requested as QK Inc. incurred considerable expenses in negotiating the co-operative agreement with Caltrans over the last several months since the original funds allocated in

task order 1502 were expended. The source of these funds is not known at this time, but are presumed to be from the general fund at this time.

**RECOMMENDATION:**

Award a task order to QK Inc. in the amount of \$41,350.00 for the oversight and management of a right of way consultant in support of the Derby/S-R 223 signalization project.

**ATTACHMENTS:**

- Task Order No. 1622
- Exhibit A
- Finance letter

DATE OF REQUEST: September 20, 2016

CITY PROJECT COORDINATOR: QK Inc Engineering

**This Task Order is submitted to Contractor pursuant to Section 3.2.2 of the Contract Services Agreement (“Agreement”) entered into between the City of Arvin and QK Inc. dated November 5<sup>th</sup>, 2013.**

1. Project Description and Location:  
Planning for and installation of a new traffic signal at the intersection of SR-223 and Derby Street.
2. Scope of Service Required:  
Services required for this project are described in attachment A.
3. Expected Results and Deliverables:  
An executed contract between the City and a Right of Way (ROW) consultant culminating in the acquisition of necessary ROW for project as described in Attachment A.
4. Period of Performance (Time Frame):  
Period of performance will be 15 months from the approval of this task order.
5. Project Schedule:  
Project Schedule will begin after receipt of a written notice to proceed and construction contract’s Notice of Award.

**NOTICE to CONTRACTOR:** Pursuant to Section 3.2.2 of Agreement, after City delivers draft Task Order to the Contractor, Contractor shall return draft Task Order within ten (10) calendar days with a Cost Estimate. **QK Inc proposed cost: Time and Materials not to exceed \$41,350.00 (Each invoice will include a 10% discount for QK Inc Labor) in accordance with the rate schedule under the approved contract. This budget may be reviewed periodically by the City, and adjusted as needed to accommodate the needs of the City.**

Approved by: \_\_\_\_\_

City Manager

Date

## **Exhibit A**

### **Scope of Services – Derby HSIP Project ROW Consultation Services**

#### **Project Understanding**

In recent years, the City of Arvin had planned on designing and ultimately constructing a new traffic signal at the intersection of State Route 223 (Bear Mountain Boulevard) and Derby Street to address what many in the community claim is an unsafe intersection for both motorists and pedestrians. To facilitate the design, the City solicited Highway Safety Improvement Program (HSIP) Grant funding through Caltrans which was awarded. In early 2015, task order 1502 was awarded to QK Inc. for the initiation of discussions with utility companies and the affected railroad as well as for the preparation of a Systems Engineering Review Form (SERF) to get approval from Caltrans for the procurement of a consultant for preliminary engineering services. During the initial stages of the project, the City became aware that Caltrans also had the same project in the works. At that time a co-operative agreement was reached between the City and Caltrans, whereby Caltrans would be responsible for the engineering and construction costs, and the City would be responsible for acquiring the necessary Right of Way to facilitate the work.

To facilitate this effort, the City and QK Inc. (QK) requested from Caltrans that HSIP Grant dollars would be re-allocated to be used for the ROW consultant and acquisition of necessary ROW. The ROW consultant will be contracted with after a competitive procurement process is administered by the City and the City Engineer, QK. A portion of the HSIP funds will be used for the scope of QK Inc. services for soliciting bids for a ROW consultant as well as remain in a project management and oversight role throughout the ROW acquisition process.

#### **Proposed Scope of Work:**

We propose the following phases and tasks for the construction management of the above referenced project.

##### **Phase 1: COORDINATION WITH CALTRANS TO REALLOCATE HSIP FUNDING**

QK has expended additional efforts beyond the scope and budget of services under Task Order 1502 which was approved in 2015 for systems engineering, utility research, and railroad coordination. Since the development of a co-op agreement with Caltrans, QK has been working with Caltrans to reallocate the HSIP funding to allow for its use for ROW services.

##### **Phase 2: PREPARATION OF RFP AND BID SERVICES**

QK will develop a Request for Proposal which will outline the services that are required of a ROW consultant to acquire the ROW which will be impacted by this project. The RFP and the procurement process will follow the Qualification Based Selection (QBS) process and the

Consultant Selection Process outlined in Chapter 10 of the Local Assistance Project Manual (LAPM). Following the development of said RFP, QK will work with the City Clerk to provide hard copies of the RFP and to advertise the RFP in the Bakersfield Californian as well as other publications and websites which might help attract multiple qualified consultants to propose on the work. After first publication of the RFP, QK will receive and respond to any questions from interested parties, and issue any addenda as necessary. At the end of the proposal period, QK will receive the proposals and distribute them for review and evaluation. If necessary, the top ranked consultants will be invited for interviews. Once the interviews have been conducted, the City will negotiate the fees with the top ranked firm. Once the evaluation process and fee negotiations have been completed, and QK will make a recommendation to award to the City Council.

Following the award of the contract, QK will work with the City Clerk, City Attorney, City Manager, and Awarded Consultant during the contract phase to fully execute an agreement with the consultant.

### **PHASE 3: RIGHT OF WAY ACQUISITION OVERSIGHT AND PROJECT MANAGEMENT**

Throughout the ROW acquisition process, QK will provide assistance and oversight of the ROW consultant, and will coordinate with City Staff, Caltrans, and Property Owners as necessary. The services will include regular meetings with the consultant to review progress and schedule, assist with processing right-of-way acquisitions through the City and Caltrans, and assist with review and evaluation of consultant invoices.

During this time, QK will also coordinate with Kern COG and Caltrans Local Assistance on the HSIP funding.

#### Estimated Schedule

Following the execution of this task order, QK will proceed with work as described herein, and will follow to the following estimated timelines. Right of Way negotiations can sometimes take a while, and the timeline shown below is an estimate of the maximum anticipated time they will take. However, every effort will be expended to minimize this schedule.

- Phase 1: No time
- Phase 2: 12 weeks
- Phase 3: 12 months

## Fee Proposal

The following estimated fee will be billed on a not-to-exceed Time and Materials Basis per the amount shown, unless we receive prior authorization from the City of Arvin. These services will be provided at a discounted rate of 10% up to the total task order amount shown.

Derby HSIP Project ROW Consultation Services	
<b>Total Time and Materials Not to Exceed</b>	<b>\$41,350.00</b>



TASK ORDER NO. 1623

DATE OF REQUEST: September 20, 2016

CITY PROJECT COORDINATOR: Quad Knopf, Inc.

**This Task Order is submitted to Contractor pursuant to Section 3.2.2 of the Contract Services Agreement (“Agreement”) entered into between the City of Arvin and Quad Knopf, Inc. dated November 5<sup>th</sup>, 2013.**

1. Project Description and Location:

This task order is related to previously approved task order 1611 for the City of Arvin Slurry Seal Project. Task order 1611 was approved by council on May 3<sup>rd</sup>, 2016 for the placement of slurry seal pavement materials in the North-East portion of the City in accordance with Attachment A.

2. Scope of Service Required:

Task order 1611 was for the engineering design services, bidding support services, and construction management required for this project as described in Attachment A. Task order 1623 is for additional bid phase support services and construction management services as described by Attachment A.

3. Expected Results and Deliverables:

Additional bid phase support services and construction management services as described in Attachment A.

4. Period of Performance (Time Frame):

Period of performance will be as described in Attachment A.

5. Project Schedule:

Project Schedule will begin after receipt of a written notice to proceed.

**NOTICE to CONTRACTOR: Pursuant to Section 3.2.2 of Agreement, after City delivers draft Task Order to the Contractor, Contractor shall return draft Task Order within ten (10) calendar days with a Cost Estimate. **QK Inc proposed cost: Time and Materials not to exceed \$7,000.00(Each invoice will include a 10% discount for QK Inc Labor) in accordance with the rate schedule under the approved contract. This budget may be reviewed periodically by the City, and adjusted as needed to accommodate the needs of the City.****

Approved by: \_\_\_\_\_

City Manager

Date

# SLURRY SEAL PROJECT

## TASK ORDER NO. 1623

### Attachment A

#### **Project Understanding**

Quad Knopf had been requested to provide engineering design services, bid support services, and construction management support for the construction of Slurry Seal pavement treatment in the North-Eastern portion of the City. The affected streets are understood to be 5th Avenue, 4th Avenue, A Street, B Street, C Street, Vietti Court, and Simpson Street. The project is funded by \$500,000.00 of Transportation Development Act funds as described in the funding application.

Task order 1611 was authorized by the City Council on May 3, 2016 for the above described services. At the time, a total fee amount of \$30,072.00 was shown for the scope of Quad Knopf services. However, through an accounting error in preparing task order 1611, the total amount of compensation approved by council was \$23,499.00 which is \$6,573.00 less. Task order 1623 is intended, in part, to recoup this revenue.

After approval of task order 1611, the project was bid out on May 31, 2016 with a bid opening on June 16, 2016. After reviewing the three bids received, various issues were identified with the bids that were received that were a result of contractor errors in preparation of the bids, and a resolution to reject all bids and re-bid the project was passed by Council on July 5<sup>th</sup>, 2016. Prior to, and following that resolution, Quad Knopf continued to work to make certain specification amendments and re-bid the project. As a result, Quad Knopf has utilized the entirety of the \$23,499.00 previously approved in task order 1611. The projects were re-bid on July 13, 2016 with a bid opening of July 26, 2016 with three bids received at that time. A resolution to award the project to Valley Slurry Seal was thus passed by the City Council at the August 16<sup>th</sup> Council meeting to award a contract to Valley Slurry Seal for \$312,256.00.

At this time, work will soon commence by Valley Slurry Seal, and Quad Knopf is coordinating with them as well as the City in the previously approved construction management role. Additional efforts will be expended beyond the initial approved budget in light of the re-bid effort as described above.

#### **Scope of Work**

All previously approved services per task order 1611 will continue to be performed by Quad Knopf through the end of this project. At this time, construction management services remain per task order 1611.

SLURRY SEAL PROJECT

TASK ORDER NO. 1623

Attachment A

**SCOPE & FEES SUMMARY:**

The following is a summary of the proposed task and related fee for the proposed scope of services. A 10% discount will be applied to each invoice provided to the City of Arvin.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>Fee Type</b>	<b>Fee Amount</b>
1	RE-BID SERVICES AND CONSTRUCTION MANAGEMENT	T&M not to exceed	\$7,000
	<b>TOTAL FEE</b>		<b>\$7,000</b>



## 2015-2016 PROJECT SHEET

Proj. #: TO1623

Project: Slurry Seal Project

Project Lead: Adam Ojeda Dept.: Engineering

Project Type:     New Project/Expansion     Changed  
                           Replacement                                     Maintenance

A = Actual B = Budgeted

### BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Engineering Task Order 1611			\$23,499				\$23,499
Construction Cost			\$312,256				\$312,256
Engineering Task Order 1623			\$7,000				\$7,000
<b>TOTAL COST</b>	<b>\$0</b>	<b>\$0</b>	<b>\$342,755</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$342,755</b>
Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Transportation Development Act.			\$500,000				\$500,000
<b>TOTAL FUNDING SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,000</b>

**1. Briefly Describe and provide justification for this Capital Project Request.**

Project will prepare plans, specs, and estimate for the application of slurry seal in north-east Arvin. Provide bid support and construction management services.

**2. Describe the project status and completed work.**

Project has been bid and contracted with Valley Slurry Seal. Construction is all that remains.

**3. Describe any anticipated grants related to the project.**

None

**4. What impact will the project have on annual operation expenses? Please quantify and describe.**

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0





**CITY OF ARVIN  
Agenda Report**

**Meeting Date: September 20, 2016**

**TO: Arvin City Council**

**FROM: Alfonso Noyola, City Manager**

**SUBJECT: Public Hearing to Consider Adoption Of An Ordinance Of The City Council Of The City Of Arvin, Adding Chapter 32 To Title 8 Of The City Of Arvin Municipal Code Concerning Food Safety Education**

**BACKGROUND:** After a public hearing this item was introduced by the City Council on September 6, 2016. Kern County has approached the City to coordinate enforcement efforts related to requirements for a food safety education program to help ensure that food is safe for consumption. The proposed Ordinance incorporates a Kern County ordinance by reference to provide for a process for requiring mandatory food-safety education for those facilities who have repeatedly demonstrated violations of critical risk factors.

Kern County's Environmental Health Services Department is responsible for assuring that food is safe for consumption and has been prepared under conditions and using practices that are safe and sanitary. The proposed Ordinance would authorize the Department to require the facility owner to send employees who engage in food preparation and/or service to the County's food education course in the event of a violation. This mandated education component would be required for those facilities who have repeatedly demonstrated violations of critical risk factors affecting food safety, that fail to ensure that all employees handling unpackaged food have sufficient knowledge and understanding of how to safely prepare and serve food, or that have demonstrated poor decision making skills with regarding to food safety.

The proposed Ordinance would require attendees to take a food safety education competency examination on the contributing factors leading up to the referral to the food safety education course. If an attendee fails to achieve at least a 75% on the exam, the attendee will be required to take the course again. The proposed Ordinance provides the authority to suspend the facility's health permit for failure to pass the exam on the second attempt until the attendee can achieve at least 75% on the exam. In the alternative, the owner of the facility may submit an approved written corrective action plan, which will prevent the employee who has failed to pass the exam from working in food preparation or service capacity until the employee achieves a 75% on the exam.

Adopting the ordinance by reference will allow the County to require mandatory food safety education and to enforce its ordinance in the City's limits, but will not impact any City-issued permits. The City also will not have any enforcement responsibilities related to the ordinance.

**FINANCIAL IMPACT:** Adoption of the Ordinance will have no fiscal impact.

**RECOMMENDATION:** Staff recommends that the Council consider adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the attached Ordinance.

**ATTACHMENTS:**

1. An Ordinance Of The City Council Of The City Of Arvin, Adding Chapter 32 To Title 8 Of The City Of Arvin Municipal Code Concerning Food Safety Education.
2. Ordinance Code of Kern County, Chapter 8.59 – Food Safety Education.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN,  
ADDING CHAPTER 32 TO TITLE 8 OF THE CITY OF ARVIN  
MUNICIPAL CODE CONCERNING FOOD SAFETY EDUCATION**

WHEREAS, the City Council is committed to protecting the public health, safety and welfare of the community, and to meet these goals it is necessary for the City Council to adopt measures, from time to time, to meet threats to the public health, safety, and welfare; and

WHEREAS, assuring that food is safe for consumption and has been prepared under conditions and using practices that are safe and sanitary, is necessary for the public health, safety and welfare; and

WHEREAS, facilities who have repeatedly demonstrated violations of critical risk factors affecting food safety, that fail to ensure that all employees handling unpackaged food have sufficient knowledge and understanding of how to safely prepare and serve food, or that have demonstrated poor decision making skills with regarding to food safety pose a risk to public health, safety and welfare; and

WHEREAS, education of persons who are involved with factors affecting food safety is a key component for assuring that food is safe for consumption; and

WHEREAS, to avoid the continuing threat to public health, safety and welfare, the County of Kern has adopted an ordinance implementing a mandated educational component for certain facilities involved with food; and

WHEREAS, to coordinate efforts, promote consistent standards, and to ensure the public health, safety and welfare within the City's limits, the City hereby desires to adopt the County of Kern's ordinance by reference.

**NOW, THEREFORE**, the City Council of the City of Arvin does hereby ordain as follows:

**Section 1.** The Recitals set forth above are true and correct and incorporated herein.

**Section 2.** Chapter 32 of Title 8 of the Arvin Municipal Code is hereby added to read in its entirety:

**Chapter 8.32 – FOOD SAFETY EDUCATION**

**8.32.010 – Kern County Ordinance Chapter 8.59—Adopted.**

Except as otherwise stated in this code, the rules, regulations, provisions and conditions as set forth in Chapter 8.59 (entitled “Food Safety Education”) of Title 8 of the ordinance

of the County of Kern, as adopted and amended by Kern County, is hereby adopted. A copy of said publication is on file in the office of the city clerk.

**9.31.020 – Penalties.**

In accordance with California Government Code Section 50022.4, the City of Arvin hereby also adopts the penalty provisions contained in Chapter 8.59 of Title 8 of the ordinances of Kern County entitled “Food Safety Education,” which are set forth in full as follows:

**(1) 8.59.050 - Required knowledge demonstration.**

Attendees will be required to pass a food safety education competency examination following the conclusion of the presentation of the course contents. The competency examination will not be given without attendance of the food safety education course.

A. Failure to pass the competency examination with a seventy-five percent (75%) accuracy rate will result in the requirement to retake the course.

B. Failure to pass the competency examination with a seventy-five percent (75%) accuracy rate after the second attempt will result in suspension of the facility's health permit until at least a seventy-five percent (75%) accuracy rate has been demonstrated, unless a viable written corrective action plan is provided to and approved by the department indicating that the employee who has failed to pass the competency exam will no longer engage in food preparation and/or service until he/she has passed the competency examination.

**Section 3.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**Section 4. Publication.** The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, section 36933.

**Section 5. Effective Date.** This Ordinance shall become effective thirty (30) days from the adoption of this Ordinance.

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**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 06<sup>th</sup> day of September, 2016, and adopted the Ordinance after the second reading at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following roll call vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**CECILIA VELA, City Clerk**

**ARVIN CITY COUNCIL**

By: \_\_\_\_\_  
**JOSE FLORES, Mayor**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN, City Attorney**  
Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO  
HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and  
adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

**Ordinance Code of Kern County**

**Chapter 8.59 - FOOD SAFETY EDUCATION**

**Sections:**

**8.59.010 - Purpose.**

The purpose of this chapter is to establish standards for the requirement of individuals to attend food safety education courses and to pass a competency examination when found to have posed a risk to the health and safety of the community.

**8.59.020 - General requirements.**

When the director of public health services or his designee determines one (1) or more of the following, he may require employees of the facility to attend food safety education courses, in addition to submission of a detailed, written corrective action plan to prevent reoccurrence.

- A. The food facility has repeated violations of critical risk factors affecting food safety; and/or
- B. The owner or employee with food safety certification has failed to ensure that all employees who handle unpackaged food have sufficient knowledge and understanding of how to safely prepare and serve food; and/or
- C. Upon closure of the facility or as a result of the department having to take action at the facility due to poor decision making skills demonstrated by the operator and/or manager of the food facility.

**8.59.030 - Course attendance requirements.**

Upon determination that a facility must attend food safety education courses, the director of public health services may require the owner to send all staff who engage in food preparation and/or service.

**8.59.040 - Course contents.**

The food safety education course shall include, but not be limited to, the following:

- A. Causes and contributing factors of foodborne illness;
- B. The relationship between time and temperature and foodborne illness;
- C. The relationship between personal hygiene and food safety;
- D. Methods to prevent food contamination in all stages of food handling;
- E. Procedures for cleaning and sanitizing food handling equipment and utensils; and
- F. Proper decision making assistance for instances including, but not limited to, power outage, sewage spills, and rodent and/or roach infestation.

### **8.59.050 - Required knowledge demonstration.**

Attendees will be required to pass a food safety education competency examination following the conclusion of the presentation of the course contents. The competency examination will not be given without attendance of the food safety education course.

- A. Failure to pass the competency examination with a seventy-five percent (75%) accuracy rate will result in the requirement to retake the course.
- B. Failure to pass the competency examination with a seventy-five percent (75%) accuracy rate after the second attempt will result in suspension of the facility's health permit until at least a seventy-five percent (75%) accuracy rate has been demonstrated, unless a viable written corrective action plan is provided to and approved by the department indicating that the employee who has failed to pass the competency exam will no longer engage in food preparation and/or service until he/she has passed the competency examination.



**CITY OF ARVIN**  
**Agenda Report**

**Meeting Date: September 20, 2016**

**TO: Arvin City Council**

**FROM: Alfonso Noyola, City Manager**

**SUBJECT: Public Hearing to Consider Adoption Of An Ordinance Of The City Council Of The City Of Arvin, Adding Chapter 30 to Title 8 of The City Of Arvin Municipal Code Relating To Tobacco Retailer's Permit**

**BACKGROUND:** After a public hearing this item was introduced by the City Council on September 6, 2016. Kern County has approached the City to coordinate enforcement efforts related to a Tobacco Retailer Permit program designed to stop the selling of tobacco products to children. The proposed Ordinance incorporates a Kern County ordinance by reference to provide for a process for permitting and enforcing tobacco retail facility requirements.

Kern County's Environmental Health Division is responsible for the permitting of tobacco retail facilities in the County. The Division provides a youth tobacco purchase survey, verifying that tobacco facilities are not selling tobacco to children. The purpose of the proposed Ordinance is to coordinate enforcement efforts by implementing a risk-based approach to the permitting of tobacco retailers based on their compliance with the youth tobacco purchase survey.

This is a three-tiered approach that incentivizes compliance and focuses resources to where they are most needed. In essence, "low risk" retail facilities who have maintained compliance with the youth tobacco purchase survey for the most recent five-year period receive one environmental health inspection and one youth tobacco purchase survey every year. On the opposite end of the spectrum are "high risk" facilities that have had two or more incidents of non-compliance within the most recent five year period. They will receive one environmental health inspection and three youth tobacco purchase surveys each year, as well as an increase to their permit fee to pay for the costs of additional services.

The proposed Ordinance provides penalties and an appeal hearing process for those tobacco retail facilities who have been determined by the County to be in violation of the youth tobacco purchase survey. Depending on the violations, a tobacco retail facility could have a suspension and/or administrative penalty sanctioned against it. There is also a process for holding a penalty in abeyance for a period of time pending demonstration by the facility it has implemented corrective action.

Adopting the ordinance by reference will allow the County to require a tobacco retailer's permit and to enforce its ordinance in the City's limits, but will not impact any City-issued permits. The City also will not have any enforcement responsibilities related to the ordinance.

**FINANCIAL IMPACT:** Adoption of the Ordinance will have no fiscal impact.

**RECOMMENDATION:** Staff recommends that the Council consider adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the attached Ordinance.

**ATTACHMENTS:**

1. An Ordinance Of The City Council Of The City Of Arvin, Adding Chapter 30 to Title 8 of The City Of Arvin Municipal Code Relating To Tobacco Retailer's Permit.
2. Ordinance Code of Kern County, Chapter 8.60 - Tobacco Retailer's Permit.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN,  
ADDING CHAPTER 30 TO TITLE 8 OF THE CITY OF ARVIN  
MUNICIPAL CODE RELATING TO TOBACCO RETAILER'S PERMIT**

WHEREAS, the City Council is committed to protecting the public health, safety and welfare of the community, and to meet these goals it is necessary for the City Council to adopt measures, from time to time, to meet threats to the public health, safety, and welfare; and

WHEREAS, the sales of tobacco products to children carries significant health, safety and welfare risks as have been well documented; and

WHEREAS, to avoid the continuing threat to public health, safety and welfare, the County of Kern has adopted an ordinance implementing a risk-based tobacco retail permit program, subject to the County's enforcement procedures; and

WHEREAS, to coordinate enforcement efforts and to ensure the public health, safety and welfare within the City's limits, the City hereby desires to adopt the County of Kern's ordinance by reference.

**NOW, THEREFORE**, the City Council of the City of Arvin does hereby ordain as follows:

**Section 1.** The Recitals set forth above are true and correct and incorporated herein.

**Section 2.** Chapter 30 of Title 8 of the Arvin Municipal Code is hereby added to read in its entirety:

**Chapter 8.30 – TOBACCO RETAILER'S PERMIT**

**8.30.010 – Kern County Public Peace, Morals and Welfare Code, Chapter 8.60—Adopted.**

Except as otherwise stated in this code, the rules, regulations, provisions and conditions as set forth in Chapter 8.60 (entitled "Tobacco Retailer's Permit) of Title 8 of the ordinance of the County of Kern, as adopted and amended by Kern County, is hereby adopted. A copy of said publication is on file in the office of the city clerk.

**9.31.020 – Penalties.**

In accordance with California Government Code Section 50022.4, the City of Arvin hereby also adopts the penalty provisions contained in Chapter 8.60 of Title 8 of the ordinances of Kern County entitled "Tobacco Retailer's Permit," which are set forth in full as follows:

**(1) 8.60.100 - Administrative penalties.**

A. Upon a determination by the department that a person has engaged in any conduct that violates the provisions of this chapter, the director may suspend a tobacco retailer's permit, impose administrative penalties, or both suspend the permit and impose administrative penalties.

B. The department shall notify the tobacco retail facility owner that there has been an initial determination of violation under the provisions of this chapter. The initial determination notice will specify the violation and the sanction imposed, including the effective date of the suspension, if applicable. The notice shall further state that the tobacco retail facility owner may,

within fifteen (15) days, submit to the department any written or documentary evidence to contest the initial determination of violation.

C. After receiving such evidence, if applicable and provided, the director shall prepare a final written decision and shall serve this decision upon the tobacco retailer. Upon written request, the offender shall have the right to receive copies of any records or files upon which the administrative decision is based. This final determination shall be served through certified mail within sixty (60) days of the final determination.

D. When this chapter permits the director to suspend a permit, the following sanction may be imposed:

1. For the first violation in any five-year period, the tobacco retailer shall receive a notice of violation from the department.

2. For the second violation in any five-year period, the person's tobacco retailer's permit shall be suspended for up to thirty (30) days.

3. For a third violation in any five-year period, the person's tobacco retailer's permit shall be suspended for up to ninety (90) days.

4. For a fourth or subsequent violation in any five-year period, the person's tobacco retailer's permit shall be suspended for up to one hundred eighty (180) days and/or revoked.

E. When this chapter allows the director to impose an administrative penalty, the following penalty may be imposed:

1. For the first violation, a penalty in the amount of two hundred fifty dollars (\$250.00);

2. For the second violation within five (5) years from the date of the first violation, a penalty in the amount of five hundred dollars (\$500.00);

3. For the third and each subsequent violation within five (5) years from the date of the first violation, a penalty in the amount of one thousand dollars (\$1,000.00).

F. Upon determination by the department that a tobacco retailer has violated any provision of this chapter and that the tobacco retailer did not violate any provision of this chapter in the five (5) years immediately preceding the violation, the director may suspend the imposition of any sanction under subsection (D) or penalty under subsection (E) for a period of six (6) months.

1. Within fifteen (15) days of the director's decision to suspend the imposition of any sanction or penalty pursuant to this subsection, the tobacco retailer shall pay a fee of five hundred dollars (\$500.00) for the cost of inspections during the six-month period. Failure to pay this fee shall immediately restore the imposition of any sanction under subsection (D) or penalty under subsection (E).

2. During the six-month period, the department shall inspect the tobacco retail facility for compliance as deemed necessary by the department.

3. A determination by the department that the tobacco retailer has engaged in any conduct that violates the provisions of this chapter during the six-month period shall restore the imposition of any sanction under subsection (D) or penalty under subsection (E) immediately and without further right to appeal.

4. If and only if the tobacco retailer completes the six-month period without violating the provisions of this chapter as determined by the department, the sanction

under subsection (D) or penalty under subsection (E) previously imposed shall be permanently stayed.

**Section 3. Publication.** The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, section 36933.

**Section 4. Effective Date.** This Ordinance shall become effective thirty (30) days from the adoption of this Ordinance.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 06<sup>th</sup> day of September, 2016, and adopted the Ordinance after the second reading at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following roll call vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**CECILIA VELA, City Clerk**

**ARVIN CITY COUNCIL**

By: \_\_\_\_\_  
**JOSE FLORES, Mayor**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN, City Attorney**  
Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

## Ordinance Code of Kern County

### Chapter 8.60 - TOBACCO RETAILER'S PERMIT

#### 8.60.010 - Definitions.

As used in this chapter:

- A. "Department" means the Kern County public health services department.
- B. "Director" means the director of the department or his or her designee.
- C. "Person" means any natural person, partnership, cooperative association, domestic or foreign corporation, receiver, trustee, assignee, or any other legal entity.
- D. "Tobacco product" means any product that contains tobacco, is derived from tobacco, or contains synthetically produced nicotine and is intended for human consumption. "Tobacco product" includes electronic smoking devices(s) and electronic smoking device paraphernalia, but does not include any product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.
- E. "Tobacco paraphernalia" means cigarette papers or wrappers, pipe holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking, preparation, storing, or ingestion of tobacco products.
- F. "Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products smoking paraphernalia, electronic smoking devices, or electronic smoking device paraphernalia. This definition applies regardless of the quantity of tobacco, tobacco products, smoking paraphernalia, electronic smoking devices, or electronic smoking device paraphernalia sold, offered for sale, exchanged, or offered for exchange. "Tobacco retailing" means engaging in any of these things.
- G. "Newly established business" means a business which was not engaged in tobacco retailing within the County of Kern during the immediately preceding permit renewal period.
- H. "Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter, is not an arm's length transaction.
- I. "Smoking paraphernalia" means tobacco paraphernalia, electronic smoking devices, and electronic smoking device paraphernalia.
- J. "Electronic smoking device" means an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substance. "Electronic smoking devices" include any such electronic smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. "Electronic smoking device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.
- K. "Electronic smoking device paraphernalia" means cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, electronic smoking device batteries, electronic smoking device chargers, and any other item specifically designed for the preparation, charging, or use of electronic smoking devices.

- L. "Tobacco retail facility low risk" means a tobacco retail facility that has not been determined by the department to have violated the provisions of Section 8.06.090 in the previous five (5) years.
- M. "Tobacco retail facility moderate risk" means a tobacco retail facility that has been determined by the department to have violated the provisions of Section 8.06.090 one (1) time in the previous five (5) years.
- N. "Tobacco retail facility high risk" means a tobacco retail facility that has been determined by the department to have violated the provisions of Section 8.06.090 two (2) or more times in the previous five (5) years.

**8.60.020 - Requirements for tobacco retailer's permit.**

- A. It shall be a misdemeanor for any person, within the county, to act as a tobacco retailer without first obtaining and maintaining a valid tobacco retailer's permit, pursuant to this chapter, for each location at which that activity is to occur. No permit will be issued to authorize tobacco retailing at any place other than a fixed location; peripatetic tobacco retailing and tobacco retailing from vehicles are prohibited.
- B. Each day that a person offers tobacco products for sale or exchange without a valid permit shall constitute a separate violation.
- C. A tobacco retailer without a valid tobacco retailer's permit, including a person whose permit has been suspended or revoked:
  - 1. Shall not keep any tobacco products at the regulated facility. The public display of tobacco products in violation of this provision shall constitute tobacco retailing without a license under this section.
  - 2. Shall not display any advertisement relating to tobacco products that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.
- D. This section shall become operative July 1, 2007.

**8.60.030 - Application procedure.**

Application for a tobacco retailer's permit shall be submitted to the department in the name of the person proposing to conduct retail tobacco sales and shall be signed by each person or an authorized agent thereof. Each person shall be responsible for reviewing the conditions of conducting retail tobacco sales within the county and shall agree to abide by these conditions by signing the application under penalty of perjury. All applications shall be submitted on a form supplied by the department and shall contain the following information:

- A. The name, mailing address and telephone number of the applicant;
- B. The business name, address and telephone number of each location for which a tobacco retailer's permit is sought.
- C. A single name and mailing address to receive all communications and notices required by or authorized by this chapter. If such address is not provided, each permittee shall be understood to consent to the provision of notice at the business address specified in subparagraph 2 of this section.
- D. Proof that the location for which a tobacco retailer's permit is sought has been issued a valid state tobacco retailer's license by the California Board of Equalization.
- E. Such other information as the department deems necessary for the administration or enforcement of this chapter.

- F. Verification that the permittee has undertaken a training program in the laws relating to the sale of tobacco products in California as provided by or approved by the County's Public Health Services Department.

An application for a tobacco retailer's permit must be obtained by a newly established business on or before the last day of the month following the month in which the business started. All information submitted as part of the application process shall be updated with the department whenever the information changes. A tobacco retailer shall provide the department with any updates within ten (10) business days of a change.

**8.60.040 - Issuance of permit.**

A. The permit shall state on its face:

- 1. Legal owner,
- 2. Any fictitious business name used by the owner,
- 3. Business address,
- 4. Date permit issued,
- 5. Permit number.

B. Upon the receipt of an application for a tobacco retailer's permit, the department shall issue the permit, subject to Section 8.04.050 of this chapter and verification by the department that there is no substantial record of evidence that demonstrates one of the following bases for denial:

- 1. The information presented in the application is incomplete, inaccurate or false; or
- 2. The application seeks authorization for tobacco retailing by a person or at a location for which a suspension is in effect; or
- 3. The application seeks authorization for tobacco retailing that is unlawful pursuant to this Code or any other applicable law.
- 4. The application seeks authorization for tobacco retailing at a location for which this chapter prohibits issuance of a permit. However, this subsection shall not constitute a basis for denial of an application if the applicant provides the department with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm's length transaction.

**8.60.050 - Display of permit.**

Each permittee shall prominently display the permit at each location where tobacco retailing occurs. The permit shall be posted at or near each entrance to the retail facility used by its patrons or in a conspicuous place approved by the director. The permit shall not be defaced, marred, camouflaged, hidden, or removed.

**8.60.060 - Fees for permit.**

The environmental health permit fee for each establishment, business or activity shall be established by uncodified ordinance.

**8.60.070 - Renewal of permit—Delinquency.**

Renewal of the tobacco retailer's permit shall be subject to the provisions of Sections 8.04.060 and 8.04.190 of this Code.

**8.60.080 - Permits not transferable.**

A tobacco retailer's permit is non-transferable. If a new person acquired a business engaged in tobacco retailing, that person must apply for a new permit on or before the last day of the month following the month in which the tobacco retailing business is acquired. The transferee of the permit must apply for a permit in the transferee's name before acting as a tobacco retailer.

Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

- (1) The location has been fully transferred to a new owner or fully transferred to entirely new owners; and
- (2) The new owner(s) provide the county with clear and convincing evidence that the new owner(s) have acquired or are acquiring the location in an arm's length transaction.

**8.60.090 - Administrative violations.**

- A. The violations set forth in this section are cumulative to, and in addition to, any other violations of state or local law and shall be punished as specified in Section 8.60.100.
- B. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a permit is issued, it shall be a violation of this chapter for a permittee, or any of the permittee's agents or employees, to:
  1. Violate any local, state, or federal law applicable to tobacco products or tobacco retailing;
  2. Sell or transfer a tobacco product to another person who is under the age of twenty-one (21) years;
  3. Sell or transfer a tobacco product to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm the recipient is at least the minimum age under state law to purchase and possess the tobacco product.
  4. Sell or permit the sale of controlled substances, dangerous drugs, or synthetic drugs. Successive sales over any continuous period of time shall be deemed evidence of permission. As used in this section, "controlled substances" includes any substance defined as a "controlled substance" either by Article 1 (commencing with Section 11000) of Chapter 1 of Division 10 of the California Health and Safety Code or by the federal Controlled Substances Act (21 U.S.C.A. section 801 et seq.). "Dangerous drugs" has the same meaning as is given to that term in Article 2 (commencing with Section 4015) of Chapter 9 of Division 2 of the California Business and Professions Code. "Synthetic drugs" includes any substance defined as a "synthetic drug" by Chapter 9.44 of this code or regulated by one (1) of the California Uniform Controlled Substances Act's synthetic drug laws (California Health and Safety Code Sections 11357.5, 11375.5, 11401).
- C. No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.

**8.60.100 - Administrative penalties.**

- A. Upon a determination by the department that a person has engaged in any conduct that violates the provisions of this chapter, the director may suspend a tobacco retailer's permit, impose administrative penalties, or both suspend the permit and impose administrative penalties.
- B. The department shall notify the tobacco retail facility owner that there has been an initial determination of violation under the provisions of this chapter. The initial determination notice will specify the violation and the sanction imposed, including the effective date of the suspension, if applicable. The notice shall further state that the tobacco retail facility owner may, within fifteen (15) days, submit to the department any written or documentary evidence to contest the initial determination of violation.

- C. After receiving such evidence, if applicable and provided, the director shall prepare a final written decision and shall serve this decision upon the tobacco retailer. Upon written request, the offender shall have the right to receive copies of any records or files upon which the administrative decision is based. This final determination shall be served through certified mail within sixty (60) days of the final determination.
- D. When this chapter permits the director to suspend a permit, the following sanction may be imposed:
  - 1. For the first violation in any five-year period, the tobacco retailer shall receive a notice of violation from the department.
  - 2. For the second violation in any five-year period, the person's tobacco retailer's permit shall be suspended for up to thirty (30) days.
  - 3. For a third violation in any five-year period, the person's tobacco retailer's permit shall be suspended for up to ninety (90) days.
  - 4. For a fourth or subsequent violation in any five-year period, the person's tobacco retailer's permit shall be suspended for up to one hundred eighty (180) days and/or revoked.
- E. When this chapter allows the director to impose an administrative penalty, the following penalty may be imposed:
  - 1. For the first violation, a penalty in the amount of two hundred fifty dollars (\$250.00);
  - 2. For the second violation within five (5) years from the date of the first violation, a penalty in the amount of five hundred dollars (\$500.00);
  - 3. For the third and each subsequent violation within five (5) years from the date of the first violation, a penalty in the amount of one thousand dollars (\$1,000.00).
- F. Upon determination by the department that a tobacco retailer has violated any provision of this chapter and that the tobacco retailer did not violate any provision of this chapter in the five (5) years immediately preceding the violation, the director may suspend the imposition of any sanction under subsection (D) or penalty under subsection (E) for a period of six (6) months.
  - 1. Within fifteen (15) days of the director's decision to suspend the imposition of any sanction or penalty pursuant to this subsection, the tobacco retailer shall pay a fee of five hundred dollars (\$500.00) for the cost of inspections during the six-month period. Failure to pay this fee shall immediately restore the imposition of any sanction under subsection (D) or penalty under subsection (E).
  - 2. During the six-month period, the department shall inspect the tobacco retail facility for compliance as deemed necessary by the department.
  - 3. A determination by the department that the tobacco retailer has engaged in any conduct that violates the provisions of this chapter during the six-month period shall restore the imposition of any sanction under subsection (D) or penalty under subsection (E) immediately and without further right to appeal.
  - 4. If and only if the tobacco retailer completes the six-month period without violating the provisions of this chapter as determined by the department, the sanction under subsection (D) or penalty under subsection (E) previously imposed shall be permanently stayed.

**8.60.110 - Right to administrative review and procedures.**

- A. The tobacco retailer shall have the right to appeal the decision of the department to the board of supervisors. To obtain a review of the final determination, the tobacco retailer must file with the clerk of the board of supervisors within fifteen (15) days of the date of the final determination, a written

request for a hearing. The timely filing of a request for hearing shall hold in abeyance any license suspension until the administrative review is heard and decided.

- B. If a review is requested, the clerk of the board of supervisors shall provide written notice, within thirty (30) days of its receipt of the request, to the tobacco retailer of the date, time and place of the hearing on the appeal.
- C. At the time fixed in the notice, the board of supervisors shall proceed to hear testimony from any interested person regarding the specified violation deemed by the department to be the basis for the proposed administrative penalty, and any other matter which the board of supervisors may deem pertinent thereto.
- D. Upon the conclusion of the hearing the board of supervisors will make a determination based on the evidence presented at the hearing, and may impose a suspension penalty without regard to the limits in Section 8.60.100.
- E. The decision of the board of supervisors shall be final.

#### **8.60.120 - Youth decoys.**

The county shall not enforce any law establishing a minimum age for tobacco purchases or possession against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:

- A. The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the county; or
- B. The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the department or the California Department of Public Health.

#### **8.60.130 - Inspections.**

- A.
  - 1. The director, his agent, any employee of the department, peace officers listed in Section 830.1 of the California Penal Code, and those officers listed in Section 830.6 of the California Penal Code while acting in the course and scope of their employment as peace officers, upon presenting appropriate credentials, may enter any location described in paragraph (3) and may conduct inspections in accordance with the following paragraphs for the purposes of enforcing any provision of this chapter.
  - 2. Inspections shall be performed in a reasonable manner and at times that are reasonable under the circumstances, taking into consideration the normal business hours of the place to be entered.
  - 3. Inspections may be at any location operating under a tobacco retailer's permit.
  - 4. Inspections shall be requested or conducted no more than once in a twenty-four-hour period.
- B. Refusal to allow an inspection under this section is a violation of this chapter subject to administrative penalties and permit revocation under Section 8.60.100 and is punishable as a misdemeanor.

#### **8.60.140 - Severability.**

If any subsection, sentence, clause, or phrase of this chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state or federal legislation, that decision or legislation shall not affect the validity of the remaining portions of this chapter. The board of supervisors declares that it would have passed this chapter and each and every subsection, sentence, clause, or phrase not declared invalid or unconstitutional notwithstanding any such decision or legislation.



## CITY OF ARVIN Staff Report

Meeting Date: September 20, 2016

**TO:** Arvin City Council

**FROM:** Robin Dickerson; City Engineer  
Alfonso Noyola; City Manager

**SUBJECT:** Consideration and Approval of a Resolution that i) Augments the FY16/17 Budget to Authorize an Increase of the Construction Budget by \$100,000; ii) Approves a CEQA Class 32 Categorical Exemption; and iii) Contingently Awards a Construction Contract with C.S. Legacy for the Construction of the DiGiorgio Action Park Project.

### BACKGROUND:

The City of Arvin was awarded several grants in late 2015 for the purposes of designing and building a skate park in DiGiorgio Park at the corner of Haven Drive and Meyer Streets. These grants were a Community Development Block Grant (CDBG - \$401,981), California Endowment (\$125,000), and Tony Hawk Foundation Grant (\$15,000). Total available funding is \$541,981.00 which was to also be used for professional engineering and construction management services totaling \$141,113.00 for a total construction budget of \$400,868.00. To facilitate the design, QK Inc. teamed up with one of the preeminent skate park designers in the nation, Spohn Ranch.

With Spohn Ranch, QK Inc. coordinated and participated in two community meetings in February and March to gauge local interest in the park, and to solicit public opinion of what local residents; especially local youth wanted to see in their new skate park. These ideas were documented, and were used in the subsequent design of the park to the furthest extent possible given the budgetary constraints of the park.

The CDBG grant that was awarded required oversight by County CDBG officials who administer the grant program in Kern County for the United States Department of Housing and Urban Development (HUD). QK Inc. has coordinated with CDBG over the last several months on a myriad of items including budget, bid requirements, county approval, and a hydrology study.

The bid documents were advertised for bid on August 10, 2016. Per CDBG requirements, the project was advertised in the Arvin Tiller, web based El Popular, and the Bakersfield Californian. In order to increase the likelihood that qualified contractors were aware of this project, QK Inc. also advertised the project on the Kern County Builder's Exchange and the Central Californian Builder's exchange. Three bids were received on September 6<sup>th</sup> of 2016 from JTS Construction, C.S. Legacy, and JT2 Todd Companies. All three companies listed Geocon Skateparks as a subcontractor which would do a majority of the work within the skate park portion of the project which constitutes a large portion of the design. All three bids were relatively close to each other with a range of \$593,179.00 and \$623,763.13 (within 5% of one another). After reviewing the bids C.S. Legacy was determined to be the lowest responsive and qualified bidder.

Given the \$400,868.00 construction budget, the low bid is \$193,000.00 in excess. Rejecting all bids and re-bidding the project may mean it would not be complete prior to the April 2017 deadline to expend the CDBG funds. City officials began to search for additional funds which they may be able to be utilized to help fund the project. In this effort, the City was able to identify an additional \$100,000.00 to be added to

the construction budget if authorized by the Council. Thus, the available funding for the construction of this project is \$500,868.00.

Given the financial constraints of the base bid, it follows that neither of the two additive alternates in the bid should be awarded at this time.

QK Inc. has been in contact with C.S. Legacy, who have been informed of the status of the project, and the fact that the bids came in in excess of the available funding and the Engineer's estimate provided to the bidders. They are willing to reduce and or eliminate various items that were in the bid such that a contract can be awarded within the available funds for the project. Within the C.S. Legacy bid, it was identified that their mobilization cost was far in excess of the 5% of base bid that the contract allows, aside from scope reductions and deletions, they will also negotiate a reduction in their mobilization costs to help bring this project within budget. We are recommending that the 4' wrought iron fence and gates (bid items 7 & 8) be removed from the project at a savings of \$61,722. It is also recommended that we remove the landscaping, irrigation and controllers (bid item 12) for a savings of \$45,948. In reviewing the bids, it was determined that CS Legacy mobilization cost were almost 3 times (14.26%) more than the specified allotment of 5% of the total base bid. It may be difficult for them to reduce their mobilization cost 10%. We would recommend the mobilization cost be reduced to \$54,000 which is 10.62% of the original base bid, which would be a cost savings of \$30,598. With those three reductions the base bid will be down to \$454,911 and would be within the revised construction budget. This would allow for a 10% construction contingency of \$45,957.

At this time, it is recommended that a maximum construction budget of \$500,868 be set up and the actual award of the contract be contingent upon the contract being brought within the construction budget of \$454,911.00.

As discussed earlier, there are schedule constraints that make time of the essence. The CDBG funds must be spent and the project must be completed by the end of April of 2017. Because construction is anticipated to take approximately 100 calendar days with another approximate month of close out activities, it is imperative to keep this project moving, and avoid actions that could cause considerable delays such as re-bidding the project or re-designing it.

Additionally, the bids are currently being reviewed by CDBG staff which is aware of the current budgetary concerns. While we await their review of the bids for their completeness and acceptability, we will also communicate with them about the potential for acquiring additional funds from CDBG, a time extension, or both though neither is guaranteed. Should additional funds be provided for this project, this would allow City staff to negotiate with the Contractor to perhaps provide for items removed during scope negotiations to be added to the project once more. This may require additional approval from the Council.

**FINANCIAL IMPACT:**

The total anticipated cost for the project, which also includes previously allocated funds for construction management, professional services, etc., is \$641,981.00 with the cost breakdown as follows:

**Estimated Costs**

<b>Item</b>	<b>Amount</b>
Total Construction Cost	\$454,911.00
Construction Contingency	\$45,957.00
Construction Management	\$68,573.00
Engineering and Professional Services	\$72,540.00
<b>Total</b>	<b>\$641,981.00</b>

The allocated funds approved for the project include the following items:

**Available Funds**

<b>Item</b>	<b>Budget Amount</b>
CDBG Grant	\$401,981.00
California Endowment Grant	\$125,000.00
Tony Hawk Foundation	\$15,000.00
City Funds TBD	\$100,000.00
<b>Total</b>	<b>\$641,981.00</b>

The available funds were not sufficient to cover the anticipated costs for construction. However, the City was able to identify \$100,000.00 to be added to the project budget to cover the construction cost. Contingency money is to be utilized on an as-needed basis through the course of construction at the sole discretion of the City.

The City Manager and Finance Director will be providing input into the funding options for the additional \$100,000.

**ENVIRONMENTAL ASSESSMENT:**

Staff have performed a preliminary assessment and determined that a Class 32 Categorical Exemption set forth in CEQA Guidelines, Section 15332, applies to this project as this is an infill project consistent with the general plan designation and all applicable general plan policies and zoning designations and regulations. The project is within city limits, the project site is just over an acre in size, is substantially surrounded by urban uses, and has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality or water quality, and the site can be adequately served by all required utilities and public services. Furthermore, none of the exceptions to the Class 32 Categorical Exemption set forth in CEQA Guidelines Section 15300.2 apply to this project.

**RECOMMENDATION:**

Staff recommends consideration and approval of a Resolution that i) augments the FY16/17 budget to authorize an increase of the construction budget by \$100,000; ii) approves a CEQA Class 32 categorical exemption; and iii) contingently awards a construction contract with C.S. Legacy for the construction of the DiGiorgio Action Park project.

**ATTACHMENTS:**

- Resolution
- Recommendation letter
- Sample agreement
- Bid comparison form
- Finance form

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUGMENTING THE FY16/17 BUDGET TO AUTHORIZE AN INCREASE OF THE CONSTRUCTION BUDGET BY \$100,000, ADOPTING A CEQA CLASS 32 CATEGORICAL EXEMPTION, AND CONTINGENTLY AWARDING A CONSTRUCTION CONTRACT WITH C.S. LEGACY FOR THE CONSTRUCTION OF THE DIGIORGIO ACTION PARK PROJECT**

**WHEREAS**, the City of Arvin desires to construct a skate park in DiGiorgio Park at the intersection of Meyer Street and Haven Drive; and

**WHEREAS**, the project was advertised for bid on August 10, 2016 through September 31, 2016 in the Bakersfield Californian, Arvin Tiller, and El Popular magazine for the DiGiorgio Action Park Project and bids were opened publicly at Arvin City Hall on September 6, 2016 with a total of 3 bids received; and

**WHEREAS**, the City received three bids for construction of DiGiorgio Action Park Project with the total base bid amounts as follows:

JTS Construction	\$607,500.00
CS Legacy	\$593,179.00
Todd Companies	\$623,757.99; and

**WHEREAS**, Quad Knopf Inc. and the City have determined funding to be insufficient to fund the entirety of the project as bid by the lowest qualified bidder; and

**WHEREAS**, there may be inadequate time to reject all bids and re-bid the project given construction deadlines required by a funding source for the project; and

**WHEREAS**, to ensure the project can be constructed, it is necessary to either find additional funding, reduce the scope of the project, or a combination of both to allow for the award of the project within budgetary constraints; and

**WHEREAS**, Quad Knopf Inc. has reviewed the three bids and determined C.S. Legacy as the lowest qualified bidder; and

**WHEREAS**, the City has been awarded three grants in the amount of \$541,981.00 for the design and construction of the DiGiorgio Action Park Project, and \$400,868.00 remains to date for construction purposes; and

**WHEREAS**, the City Council desires to augment the FY16/17 budget to authorize an increase of the construction budget by \$100,000; and

**WHEREAS**, the City desires to enter into an agreement with C.S. Legacy for the construction of the DiGiorgio Action Park Project contingent upon the total construction cost (base bid only as modified) not to exceed \$454,911.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVIN THAT:**

1. The City Council approves the augmentation of the FY 16/17 budget by \$100,000 and authorizes an increase in the construction budget by \$100,000.

2. The City Council finds and determines that a Class 32 Categorical Exemption set forth in CEQA Guidelines, Section 15332, applies to this project as this is an infill project consistent with the general plan designation and all applicable general plan policies and zoning designations and regulations. The project is within city limits, the project site is just over an acre in size, is substantially surrounded by urban uses, and has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality or water quality, and the site can be adequately served by all required utilities and public services. Furthermore, none of the exceptions to the Class 32 Categorical Exemption set forth in CEQA Guidelines Section 15300.2 apply to this project.

3. The City Council of the City of Arvin contingently accepts the bids received, and awards the construction contract to C.S. Legacy subject to the maximum construction costs (base bid with reduced scope) not to exceed \$454,911. The Mayor or City Manager is authorized to execute such an agreement with C.S. Legacy for the DiGiorgio Action Park Project subject to the City Attorney's review and approval as to form of the agreement documents. The City Council reserves the right to reject all bids if the contingencies are not met.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the Arvin City Council at a special meeting thereof held on the 20th day of September 2016, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

ATTEST

\_\_\_\_\_  
**CECILIA VELA, City Clerk**

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE FLORES, Mayor**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN, City Attorney**  
Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



September 14, 2016

Alfonso Noyola  
City Manager  
City of Arvin  
200 Campus Drive  
Arvin, CA 93203

Dear Mr. Noyola:

On Tuesday September 6, 2016 at 1:00 pm, we conducted the bid opening for the DiGiorgio Action Park Project. Three bids were received. The bids were opened at City Hall and the results were publicly read out loud. The lowest received base bid was \$593,179.00 submitted by C.S. Legacy. A representative from each bidding company was present during the bid opening. The bid results received are as follows:

Company	Base Bid	Add. Alt. 1	Add. Alt. 2
JTS Construction	\$607,500.00	\$22,047.50	\$13,500.00
CS Legacy Construction	<b>\$593,179.00</b>	<b>\$21,687.00</b>	<b>\$11,610.00</b>
Todd Companies	\$623,757.99	\$45,454.60	\$17,422.50

The project had a base bid and 2 alternates. All bids were in excess of the engineer’s estimate which was equal to the total budget for the project. The current available funds for the project are \$541,981.00 which comes from three grants: Community Development Block Grant, California Endowment, and Tony Hawk Foundation. Of these funds, \$141,113.00 is allocated for construction management and professional engineering services. Available funds remaining for construction are \$400,868.00. CS Legacy has the lowest base bid of \$593,179, which is \$192,311 over the current available budget.

Per discussions with the City, the City is identifying an additional \$100,000.00 in project funding from a source to be determined. Thus, the maximum available for the funding of the construction of the project is \$500,868.00, including the contingency.

QK Inc. has been in contact with C.S. Legacy, who have been informed of the status of the project, and the fact that the bids came in in excess of the available funding. They are willing to reduce and or eliminate various items that were in the bid such that a contract can be awarded within the available funds for the project. Within the C.S. Legacy bid, it was identified that their mobilization cost was far in excess of the 5% of base bid that the contract allows, aside from scope reductions and deletions, they will also negotiate a reduction in their mobilization costs to

help bring this project within budget. We are recommending that the 4' wrought iron fence and gates (bid items 7 & 8) be removed from the project at a savings of \$61,722. It is also recommended that we remove the landscaping, irrigation and controllers (bid item 12) for a savings of \$45,948. In reviewing the bids, it was determined that CS Legacy mobilization cost were almost 3 times (14.26%) more than the specified allotment of 5% of the total base bid. It may be difficult for them to reduce their mobilization cost 10%. We would recommend the mobilization cost be reduced to \$54,000 which is 10.62% of the original base bid, which would be a cost savings of \$30,598. With those three reductions the base bid will be down to \$454,911 and would be within the revised construction budget. This would allow for a 10% construction contingency of \$45,957. At this time, it is recommended that a maximum construction budget of \$500,868 be set up and the actual award of the contract be contingent upon the contract being brought within the construction budget of \$454,911, with a 10% construction contingency of \$45,957. We have reviewed the bid package for C.S. Legacy and find them to be qualified other than the concern with the mobilization. The Contractor holds a valid and current license and have meets the requirements set forth in the specifications.

Sincerely,

Robin S. Dickerson, PE  
City Engineer

Enclosures: Bid Summary  
Cc: QK – Amber Adams





**2016-2017 PROJECT SHEET**

Proj. #: **A160042**

Project: **DiGiorgio Action Park**

Project Lead: **Robin Dickerson** Dept.: **Engineering**

Project Type:  New Project/Expansion  Changed  
 Replacement  Maintenance

A = Actual B = Budgeted

**BREAKDOWN OF PROJECT COST AND FUNDING SOURCES**

Cost Summary	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Engineering Task Order 1603			\$72,540				\$72,540
Engineerin Task Order 1614			\$68,573				\$68,573
Construction Cost			\$450,781				\$450,781
10% Construction Contingency			\$50,087				\$50,087
<b>TOTAL COST</b>	<b>\$0</b>	<b>\$0</b>	<b>\$641,981</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$641,981</b>

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
CDBG Grant			\$401,981				\$401,981
California Endowment Grant			\$125,000				\$125,000
Tony Hawk Foundation Grant			\$15,000				\$15,000
Price Disposal donation			\$100,000				\$100,000
<b>TOTAL FUNDING SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$641,981</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$641,981</b>

**1. Briefly Describe and provide justification for this Capital Project Request.**

New skate park at the corner of Meyer Street and Haven Drive to provide the residents of the city additional and needed recreational options to promote healthy lifestyles and civic pride.

**2. Describe the project status and completed work.**

Project is being awarded to CS Legacy. The construction cost include the base bid only.

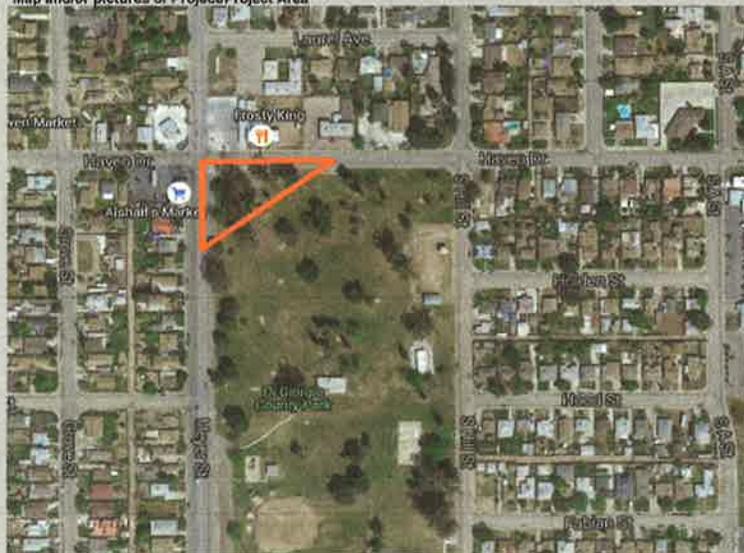
**3. Describe any anticipated grants related to the project.**

California Development Block Grant via HUD, California Endowment, and Tony Hawk Foundation Grant

**4. What impact will the project have on annual operation expenses? Please quantify and describe.**

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expenses	\$0						
Projected operating expenses for street maintenance.							

**Map and/or pictures of Project/Project Area**





**CITY OF ARVIN  
Staff Report**

Meeting Date: September 20, 2016

**TO:** Arvin City Council

**FROM:** Robin Dickerson, City Engineer  
Alfonso Noyola, City Manager

**SUBJECT:** **Consideration and Approval of a Resolution Authorizing the execution of a construction contract with Griffith Company for the reconstruction of Varsity Avenue Reconstruction Project, and CEQA Class 1 and Class 2 Categorical Exemptions. STPL-5370(026)**

**BACKGROUND:**

Providing a comprehensive plan for the street improvements of Varsity Avenue from Comanche Drive to Campus Drive requires understanding of the utility master plan and circulation element, but more importantly the opportunities available to connect the improvement with City's vision for a vibrant community. Varsity Avenue is a gateway to City Hall from Highway 58, and a main corridor for residents throughout the City to Arvin High School and Grimmway Academy School. The proposed project will improve circulation safety by rehabilitating the structural pavement currently in a distressed condition. The north half of Varsity Avenue fronts an existing High School with existing curb, gutter, and sidewalk improvements that will need access ramps to be reconstructed. The south half of Varsity Avenue does not have curb and gutter, but will need shoulder improvements for drainage mitigation.

The City of Arvin was granted a Regional Surface Transportation Program (RSTP) project through KernCOG. The project involves roadway rehabilitation of Varsity Avenue from Comanche Drive to Campus Drive. Also included in the scope of work are ADA improvements/ramps at the roadway interface with existing residential streets. The grant funds are administered by Caltrans.

The City previously entered into a Master Agreement for Federal Funded Project on 12/21/06 under agreement No. 06-5370R and a Supplemental Agreement No. N016 for the preliminary engineering on October 21, 2014. Supplemental Agreement No. 16N-1 for construction of street rehabilitation improvements was approved September 6, 2016 which would allow the construction portion of the project to be funded.

On Tuesday August 23, 2016 at 2:00 pm, staff conducted the bid opening for the Varsity Avenue Rehabilitation Project. Three bids were received. The bids were opened at City Hall and the results were publicly read out loud. The lowest received base bid was \$341,786.00 submitted by Griffith Company. A representative from each bidding company was present during the bid opening. The bid results received are as follows:

Company	Base Bid	Add. Alt. 1	Total Bid
Griffith Company	\$341,786.00	\$267,085.00	\$608,871.00
Central Valley Asphalt	\$341,996.00	\$265,856.65	\$607,852.65
Bowman Asphalt	\$427,960.00	\$288,629.00	\$716,589.00

The project had a base bid and one alternate. Both Griffith Company and Central Valley Asphalt were below the engineer's estimate and within the allowed construction budget. The available funds for the project are \$876,285.00 which comes from Federal Funds (Regional Surface Transportation Program) in the amount of \$639,000.00, local matching funds (General fund) in the amount of \$6,147.00 and local match funds (TDA) in the amount of \$231,138.00. Of these funds, \$105,556.00 is allocated for construction management, and \$58,889.00 has been allocated for professional engineering and services. Available funds for construction are therefore \$711,840.00.

QK Inc. has reviewed the bid package for Griffith Company and find it to be qualified. The Contractor holds a valid and current license and has met the requirements set forth in the specifications.

Capital projects such as this traditionally account for a 10% contingency to be used, if needed, throughout the course of construction for change orders or other unforeseen costs to the City. With this contingency applied to the base bid and the one additive alternate, the construction budget comes to \$669,758.10 which is 6% below the available construction budget.

The General Provisions of the Bid Instructions provide that "If alternate bids are called for, the contract shall be awarded to the lowest responsible bidder on the base bid." Based on our review it is recommended that the Varsity Avenue Rehabilitation Project be awarded to Griffith Company based on their lowest base bid price as the lowest responsive and responsible bidder.

**CEQA COMPLIANCE:**

Staff has determined that a Class 1 Categorical Exemption set forth in CEQA Guidelines, Section 15301, applies to this project as this project involves minor alterations, repairs, maintenance and rehabilitation of the existing public road. The project involves no or negligible expansion to existing uses. Additionally, a Class 2 Categorical Exemption per CEQA Guidelines Section 15302 is applicable because the project involves the replacement or reconstruction of existing facilities located on the same site with substantially the same purpose and capacity. Furthermore, none of the exceptions to the Class 1 Categorical Exemption set forth in the CEQA Guidelines Section 15300.2 apply to this project.

**FINANCIAL IMPACT:**

The total anticipated cost for the project, which also includes previously allocated funds for construction management, professional services, etc., is \$834,203.10 with the cost breakdown as follows:

**Estimated Costs**

<b>Item</b>	<b>Amount</b>
Construction Cost	\$608,871.00
10% Contingency	\$60,887.10
Construction Management	\$105,556.00
Engineering and Professional Services	\$58,889.00
<b>Total</b>	<b>\$834,203.10</b>

The allocated funds approved for the project include the following items:

**Available Funds**

<b>Item</b>	<b>Budget Amount</b>
Federal Funds Engineering (RSTP)	\$47,443.00
Local Match Engineering (General Funds)	\$6,147.00

Federal Funds Construction (RSTP)	\$591,557.00
Local Match Construction (TDA Funds)	\$231,138.00
<b>Total Funds Available</b>	<b>\$876,285.00</b>

The available funds are sufficient to cover the anticipated costs for construction as recommended above. Contingency money is to be utilized on an as needed basis through the course of construction, and this staff report and corresponding resolution in no way guarantees these monies to the awarded contractor.

**RECOMMENDATION:** Staff recommends the City Council consider and approve a Resolution that:

1. Adopts a Class 1 and Class 2 Categorical Exemption, pursuant to CEQA Guidelines Sections 15301 and 15302, for the project; and
2. Awards the construction contract, including the one additive alternative, to Griffith Company, and authorizing the Mayor or City Manager to execute an agreement with Griffith Company for the construction of the Varsity Avenue Reconstruction Project.

**ATTACHMENTS:**

Resolution  
Agreement  
QK, Inc. Recommendation Letter  
Bid Summary

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN  
APPROVING A CONSTRUCTION CONTRACT WITH GRIFFITH COMPANY  
FOR THE CONSTRUCTION OF THE VARSITY AVENUE RECONSTRUCTION  
PROJECT AND AUTHORIZING THE MAYOR OR CITY MANAGER TO SIGN  
AND EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Arvin desires to reconstruct Varsity Avenue from Comanche Drive to Campus Drive; and

**WHEREAS**, the project was advertised for bid on July 29, 2016, and August 5, 2016 in the Bakersfield Californian for Varsity Avenue Reconstruction Project and bids were opened publicly at Arvin City Hall on August 23, 2016 with a total of 3 bids received; and

**WHEREAS**, the City received three bids for construction of Varsity Avenue Reconstruction Project with the total bid amounts (with alternatives) as follows:

Company	Base Bid	Add. Alt. 1	Total Bid
Griffith Company	\$341,786.00	\$267,085.00	\$608,871.00
Central Valley Asphalt	\$341,996.00	\$265,856.65	\$607,852.65
Bowman Asphalt	\$427,960.00	\$288,629.00	\$716,589.00

; and

**WHEREAS**, Quad Knopf Inc. and the City have determined funding to be sufficient to fund the entirety of the project as bid by the lowest qualified bidder; and

**WHEREAS**, the General Provisions of the Bid Instructions provide in relevant part:

“The award of the contract, if made by the City, will be to the lowest responsible and qualified bidder. If alternate bids are called for, the contract shall be awarded to the lowest responsible bidder on the base bid.”

; and

**WHEREAS**, Quad Knopf Inc. has reviewed the three bids and determined Griffith Company to be the lowest qualified bidder based on base bid; and

**WHEREAS**, the City has available \$876,285.00 for the design and construction of the Varsity Avenue Reconstruction Project, and \$711,840.00 remains to date for construction purposes; and

**WHEREAS**, the City desires to enter into an agreement with Griffith Company for the construction of Varsity Avenue Reconstruction Project; and

**WHEREAS**, the City Council has assessed this project consistent with the requirements of the California Environmental Quality Act (CEQA).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVIN THAT:**

1. The City Council finds and determines that a Class 1 Categorical Exemption set forth in CEQA Guidelines, Section 15301, applies to this project as this project involves minor alterations, repairs, maintenance and rehabilitation of the existing public road. The project involves no or negligible expansion to existing uses. Additionally, a Class 2 Categorical Exemption per CEQA Guidelines Section 15302 is applicable because the project involves the replacement or reconstruction of existing facilities located on the same site with substantially the same purpose and capacity. Furthermore, none of the exceptions to the Class 1 Categorical Exemption set forth in the CEQA Guidelines Section 15300.2 apply to this project.
2. The City Council of the City of Arvin does hereby accept bids received, award the construction contract to Griffith Company, and authorizes the Mayor or City Manager to execute an agreement with Griffith Company in the amount of \$608,871.00 for the Varsity Avenue Reconstruction Project subject to the City Attorney's review and approval as to form of the agreement documents.

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the Arvin City Council at a special meeting thereof held on the 20<sup>th</sup> day of September 2016, by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

ATTEST

\_\_\_\_\_  
**CECILIA VELA, City Clerk**

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE FLORES, Mayor**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN, City Attorney**  
Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

**AGREEMENT FOR PUBLIC WORKS SERVICES  
BETWEEN THE CITY OF ARVIN AND  
GRIFFITH COMPANY**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this \_\_\_\_ day of September\_\_\_\_, 2016 ("Effective Date") by and between the City of Arvin, a California municipal corporation ("City") and \_\_\_\_\_ ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Arvin Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. WORK OF CONTRACTOR**

**1.1 Scope of Work.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all

materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## 1.2 Bid Documents.

The Scope of Work shall include the "Special Provisions" in the bid documents for the project entitled VARSITY AVENUE RECONSTRUCTION including any documents or exhibits referenced therein. The "Special Provisions" shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such "Special Provisions" and this Agreement, the terms of this Agreement shall govern.

## 1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## 1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep

accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials \_\_\_\_\_

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract

with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay the subcontractor's workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

#### 1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officials, officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

#### 1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided

either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

#### **1.7 Protection and Care of Work and Materials.**

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

#### **1.8 Warranty.**

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

## 1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

## 1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such

detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### **1.11 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

#### **1.12 Trenching and Excavation.**

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

### **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention;, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

### **2.4 Invoices.**

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid, subject to the Schedule of Compensation (Exhibit "C"), within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges

and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Notwithstanding, if the work is being funded by grant or other funding administered by a third party outside the control of the City, such as the County of Kern, Contractor acknowledges and agrees this may increase processing time for payment, and no payment of interest shall accrue if the City has used reasonable efforts to cause the Contractor to be paid within thirty (30) days.

### **2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

### **3.2 Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be

entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Inspection and Final Acceptance.**

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

**3.5 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain

the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

#### **4.2 Status of Contractor.**

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### **4.3 Contract Officer.**

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including

from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

## **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

### **5.1 Insurance Coverages.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. For Commercial General Liability (CGL) coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing at least ten (10) days prior written notice to City, or at least ten (10) days prior written notice to City in the case of cancellation for nonpayment. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

"CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, AT LEAST TEN (10) DAYS ADVANCED WRITTEN NOTICE OF CANCELLATION SHALL BE DELIVERED TO CITY AT (EXCEPT CANCELLATION DUE TO

NONPAYMENT SHALL REQUIRE TEN (10) DAYS ADVANCED WRITTEN NOTICE).”

Contractor's Authorized Initials \_\_\_\_\_

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. 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.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

In the event of a conflict, the terms of Section 5.1 and 5.2 shall have precedence and prevail over any form of Certificate of Insurance, or any Insurance Endorsement, included in the Contract Documents.

### 5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent

performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Indemnified Parties for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Indemnified Parties harmless therefrom;

(c) In the event any Indemnified Party is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Indemnified Party any and all costs and expenses incurred by the Indemnified Party in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

#### **5.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

#### **5.5 Performance and Labor Bonds.**

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided in the bid packet, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided in the bid packet, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement, pays all labor and materials for work and services under this Agreement, and meets the requirements of Section 5.8.

#### **5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager or Finance Director of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

#### **5.7 Substitution of Securities.**

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor unless otherwise required by Section 22300. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor unless otherwise required by Section 22300. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

#### **5.8 Release of Securities.**

City shall release the Performance and Labor Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the work has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full

rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

#### **6.4 Confidentiality and Release of Information.**

(a) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Bakersfield, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Fresno, State of California.

## 7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

## 7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

#### 7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

#### 7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of one thousand dollars (\$1000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period

of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### **7.9 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### **7.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### **7.11 Unfair Business Practices Claims.**

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 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 purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

## **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Additionally, Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. Further, should Contractor so employ such unauthorized aliens for

the performance of work and/or services covered by this Agreement in violation of the law, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Arvin, 200 Campus Drive, Arvin, California 93203 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

### **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_

**9.7 Authority to Act on Behalf of Entity.**

The person(s) executing this Agreement on behalf of any entity that is a Party hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF ARVIN, a municipal corporation

\_\_\_\_\_  
Jose Flores, Mayor

ATTEST:

\_\_\_\_\_  
Cecilia Vela , City Clerk

APPROVED AS TO FORM:

**ALESHIRE & WYNDER, LLP**

\_\_\_\_\_  
Shannon Chaffin, City Attorney

**CONTRACTOR:**

\_\_\_\_\_  
\*By: \_\_\_\_\_  
Name:  
Title:

\*By: \_\_\_\_\_  
Name:  
Title:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE EVIDENCE OF AUTHORITY TO EXECUTE DOCUMENTS FOR ANY ENTITY CONTRACTOR MUST BE PROVIDED.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2016 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> <span style="margin-left: 100px;">TITLE(S)</span> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____

SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2016 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> <span style="margin-left: 40px;">TITLE(S)</span> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF WORK

**I.** Contractor shall perform all of the work and comply with all of the specifications and requirements in the "Special Provisions" included in the bid documents for the project entitled VARSITY AVENUE RECONSTRUCTION, including any documents or exhibits referenced therein.

**II.** Project Description:

The work to be performed under this Contract consists of furnishing all labor, materials, tools and equipment and constructing complete and in place improvements for the City of Arvin Varsity Avenue Reconstruction as shown on the Contract drawings as specified herein.

The work shall consist of the Reconstruction of existing asphalt concrete roadway using full depth reclamation, hot mix asphalt concrete overlay and striping. Also included in the scope of work is the construction of new ADA accessible ramps, and the raising of manhole, valves and monuments. Detailed work specifications are included in the Contract Documents. The Contractor shall perform all work necessary to deliver to the City, a complete and fully functional project.

The work to be done consists of the furnishing by the Contractor of all labor, materials equipment and other facilities necessary in the performance of the work. The Contractor shall perform any work which is not detailed in the Plans and Specifications but which is obviously required to make the project complete and operable. Questions regarding the intent of the Plans and Specifications shall be referred to the City whose decisions thereon shall be final.

Some information pertaining to subsurface and other conditions, which may affect the cost of performing the work, may be shown on the Plans and Specifications. While it is believed that any such information is reasonably correct, the City does not warrant either the completeness or accuracy of such information. It is the responsibility of the Contractor to ascertain the existence of all subsurface and other conditions affecting his cost of doing the work as may be disclosed by a reasonable examination of the site.

**III.** Contractor's work shall also conform to all of the standards and specifications in the following documents, incorporated herein by this reference:

A. Technical Provisions can be found in the Notice to contractors, special provisions, Bid Proposal and Contract documents for the Varsity Avenue Reconstruction.

**IV.** The location(s) of the work, its general nature and extent, and the form and general dimensions of the Project and appurtenant work are shown on the Construction Drawings entitled VARSITY AVENUE RECONSTRUCTION and are hereby made a part of this Agreement as listed herein:

### **List of Construction Drawings**

1. COVER
2. NOTES AND LEGEND
3. VARSITY AVENUE STA. 10+00.00 - 15+75.00
4. VARSITY AVENUE STA. 15+75.00 - 20+50.00
5. VARSITY AVENUE STA. 20+50.00 – 25+50.00
6. VARSITY AVENUE STA. 25+50.00 – 30+75.00
7. VARSITY AVENUE STA. 30+75.00 – 36+44.95
8. VARSITY AVENUE STRIPING PLAN STA. 10+00.00 – 15+50.00
9. VARSITY AVENUE STRIPING PLAN STA. 15+50.00 – 26+50.00
10. VARSITY AVENUE STRIPING PLAN STA. 26+50.00 – 36+50.00
11. CROSS SECTIONS AND DETAILS

- V. Contractors shall have on file a minimum of one (1) set of Construction Drawings upon which Contractor shall record all variations between the work as built and as originally shown on the Construction Drawings or as otherwise required under this Agreement (“Record Drawings”). Record Drawings must be kept at the work site and be accessible at all times during the construction periods and shall be delivered to the City Engineer within thirty (30) days after completion of the work.
- VI. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports starting sixty (60) days after the Effective Date if the work has not already been completed:
- A. The Contractor shall submit a narrative report as a part of his monthly progress review and update, in a form agreed upon by the Contractor and the City. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.
  - B. Contractor shall update the schedule on a monthly basis, showing progress on each activity or task. After each monthly update, the Contractor shall submit to the City one (1) print of the last accepted Construction Schedule, marked up in red in accordance with the monthly review; and one (4) bond copies incorporating the updated schedule information.

- VII.** All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

**EXHIBIT "B"**

**NOT USED/NONE**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

- I.** Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, incorporated herein by this reference.
- II.** A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.
- III.** Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.
- IV.** The City will compensate Contractor for the work performed upon submission of a valid invoice pursuant to Section 2.4.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

**I.** Contractor shall perform all work timely in accordance with the following schedule:

PROJECT DURATION : 90 Calendar Days

A. Work shall only be performed between the hours of 7:00 a.m. and 7:00 p.m., on weekdays.

B. Work shall not be performed on Saturdays, Sundays or legal holidays.

C. Exceptions to the above hours of work will be permitted only after obtaining written authorization from the City Engineer.

**II.** Contractor shall deliver the following tangible work products to the City by the following dates.

A. N/A

**III.** The Contract Officer may approve extensions for performance of the services in accordance with Special Provisions Part I Section 01 31 19 of the Notice to Contractors, Special Provisions, Bid Proposal and Contract for Varsity Avenue Reconstruction.

**Performance Bond**

WHEREAS, the CITY OF ARVIN, ("City"), has awarded to \_\_\_\_\_ as Contractor ("Principal"), a Contract for the work entitled and described as follows:

**VARSITY AVENUE RECONSTRUCTION**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed in four original counterparts on

\_\_\_\_\_ 20\_\_.

PRINCIPAL

(Seal if Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of Surety's agent for service  
of  
process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety's agent in  
California)

(Attach Acknowledgment)

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

APPROVED:

\_\_\_\_\_  
(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**Payment Bond**  
**(Labor and Material Bond)**

WHEREAS, the CITY OF ARVIN, ("City"), has awarded to \_\_\_\_\_ as Contractor ("Principal"), a Contract for the work entitled and described as follows:

**VARSITY AVENUE RECONSTRUCTION**

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then 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.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed in four original counterparts on

\_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

(Seal if Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of Surety's agent for service of process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

APPROVED:

\_\_\_\_\_  
(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**Contractor's Certificate Regarding Worker's Compensation**

Description of Contract:

**City of Arvin  
VARSITY AVENUE RECONSTRUCTION**

Labor Code Section 3700 Provides (in part):

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

Dated: \_\_\_\_\_, 20\_\_

(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the City prior to performing any work under this contract.)



Insurance Company Agent for Service  
of Process in California:

---

Name

---

Agency

---

Street Number

---

City and State

---

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured 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 issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.



**Certificate of Insurance**

Description of Contract: **City of Arvin**  
**VARSIY AVENUE RECONSTRUCTION**

Type of Insurance: **Liability Insurance**

THIS IS TO CERTIFY that the following policies have been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and are in force at this time:

<u>POLICY</u> <u>NUMBER</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>LIMITS OF LIABILITY</u> <u>In Thousands (000)</u>
--------------------------------	----------------------------------	---

	A.	<b>GENERAL LIABILITY</b>		
		General Aggregate Products-Comp Ops Aggregate	\$ _____	
		Personal and Advertising Injury	\$ _____	
		Each Occurrence Fire Damage (any one fire) Medical Expense (any one person)	\$ _____	
	B.	<b>EXCESS GENERAL LIABILITY</b>	Each Occurrence \$ _____	<b>Article I. Aggregate</b> \$ _____
	C.	<b>AUTOMOBILE LIABILITY</b>		
		Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage	\$ _____	
		Or Bodily Injury and Property Damage Combined Single Limit	\$ _____	
	D.	<b>Article II. EXCESS AUTOMOBILE LIABILITY</b>	Each Occurrence \$ _____	<b>Article III. AAggregate</b> \$ _____

///

The following types of coverage are included in said policies (indicate by "X" in space):

A. GENERAL LIABILITY

- Commercial Form ..... YES \_\_\_ NO \_\_\_
- Premises-Operations ..... YES \_\_\_ NO \_\_\_
- Explosion and Collapse Hazard ..... YES \_\_\_ NO \_\_\_
- Underground ..... YES \_\_\_ NO \_\_\_
- Products/Completed Operations ..... YES \_\_\_ NO \_\_\_
- Contractual Insurance ..... YES \_\_\_ NO \_\_\_
- Broad Form Property Damage ..... YES \_\_\_ NO \_\_\_
- Independent Contractors ..... YES \_\_\_ NO \_\_\_
- Personal Injury and Advertising Injury ..... YES \_\_\_ NO \_\_\_

B. EXCESS GENERAL LIABILITY

- Following Form ..... YES \_\_\_ NO \_\_\_

C. AUTOMOBILE LIABILITY

- Business Auto Form Including Loading and Unloading ..... YES \_\_\_ NO \_\_\_
- Owned ..... YES \_\_\_ NO \_\_\_
- Hired ..... YES \_\_\_ NO \_\_\_
- Non-Owned ..... YES \_\_\_ NO \_\_\_

D. EXCESS AUTOMOBILE LIABILITY

- Following Form ..... YES \_\_\_ NO \_\_\_



NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have a "B+" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Rating.



September 14, 2016

Alfonso Noyola  
City Manager  
City of Arvin  
200 Campus Drive  
Arvin, CA 93203

RE: Bid Opening for Varsity Avenue Reconstruction Project from Comanche to Campus

Dear Mr. Noyola:

On Tuesday August 23, 2016 at 2:00 pm, we conducted the bid opening for the Varsity Avenue Rehabilitation Project. Three bids were received. The bids were opened at City Hall and the results were publicly read out loud. The lowest received base bid was \$341,786.00 submitted by Griffith Company. A representative from each bidding company was present during the bid opening. The bid results received are as follows:

Company	Base Bid	Add. Alt. 1	Total Bid
Griffith Company	\$341,786.00	\$267,085.00	\$608,871.00
Central Valley Asphalt	\$341,996.00	\$265,856.65	\$607,852.65
Bowman Asphalt	\$427,960.00	\$288,629.00	\$716,589.00

The project had a base bid and one alternate. Both Griffith Company and Central Valley Asphalt were below the engineer's estimate and within the allowed construction budget. The available funds for the project are \$876,285.00 which comes from Federal Funds (Regional Surface Transportation Program) in the amount of \$639,000.00, local matching funds (General fund) in the amount of \$6,147.00 and local match funds (TDA) in the amount of \$231,138.00. Of these funds, \$105,556.00 is allocated for construction management, \$58,889.00 has been allocated for professional engineering and services. Available funds for construction are therefore \$711,840.00.

We have reviewed the bid package for Griffith Company and find it to be qualified. The Contractor holds a valid and current license and have met the requirements set forth in the specifications.

Capital projects such as this traditionally account for a 10% contingency to be used, if needed, throughout the course of construction for change orders or other unforeseen costs to the City. With this contingency applied to the base bid and the one additive alternate, the construction budget comes to \$669,758.10 which is 6% below the available construction budget.

Based on our review it is recommended that the Varsity Avenue Rehabilitation Project be awarded to Griffith Company based on their lowest base bid price as the lowest responsive and responsible bidder.

Sincerely,

Robin S. Dickerson, PE  
City Engineer

Enclosures: Bid Summary  
Cc: QK – Amber Adams



**2016-2017 PROJECT SHEET**

Proj #: **15087**

Project: **Varsity Street RSTP Street Improvements**

Project Lead: **Robin Dickerson** Dept: **Engineering**

Fund:  Line Item:  Project Type:  New Project/Expansion  Changed  Replacement  Maintenance

Priority Setting Factors:	H/S/W 5	Maint. 3	Expan. 3	New 3	Low 1	Medium 3	High 5	<b>OVERALL</b>
Rating:	<b>3</b>						<b>5</b>	<b>8</b>

A = Actual B = Budgeted

**BREAKDOWN OF PROJECT COST AND FUNDING SOURCES**

Cost Summary	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Engineering Task Order 1503		\$58,889	\$105,556				\$164,445
Construction Award			\$608,871				\$608,871
Construction Contingency (10%)			\$60,887				\$60,887
<b>TOTAL COST</b>	<b>\$0</b>	<b>\$58,889</b>	<b>\$775,314</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$834,203</b>

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Regional Surface Transportation Program		\$47,443	\$591,557				\$639,000
General		\$6,147					\$6,147
TDA			\$231,138				\$231,138
<b>TOTAL FUNDING SOURCES</b>	<b>\$0</b>	<b>\$53,590</b>	<b>\$822,695</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$876,285</b>

**1. Briefly Describe and provide justification for this Capital Project Request.**  
 Engineering design for full depth street rehabilitation improvements along Varsity Avenue from Comanche Drive to Campus Drive.

**2. Describe the project status and completed work.**  
 RSTP funds have been allocated for the construction of this project and the project is currently being awarded.

**3. Describe any anticipated grants related to the project.**  
 RSTP grant dollars in the amount as shown above have been secured for this project.

**4. What impact will the project have on annual operation expenses? Please quantify and describe.**

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Map and/or pictures of Project/Project





**CITY OF ARVIN  
Staff Report**

**Meeting Date: September 20, 2016**

**TO:** Arvin City Council  
**FROM:** Jerry Breckinridge, Chief of Police  
Alfonso Noyola, City Manager  
**SUBJECT:** Discussion and Direction Pertaining to the Adult Use of Marijuana Act  
(AUMA)/Proposition 64

**BACKGROUND:**

A California ballot measure to legalize recreational marijuana called the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”) has been certified for the November 8, 2016 statewide ballot.

In short, If AUMA passes, AUMA will legalize personal marijuana use, legalize possession of up to one ounce of marijuana, legalize cultivation of up to six marijuana plants, provide for (by 2018) 19 different state licenses for commercial marijuana businesses, establish a statewide marijuana regulatory system, and levy a 15% percent marijuana excise tax and a marijuana cultivation tax (on both recreational and medical). The 62 page ballot measure designated as Proposition 64 adds to or amends parts of the California Business and Professions, Health and Safety, Labor, Revenue and Taxation, and Food and Agricultural Codes. AUMA makes a few changes to medical marijuana laws.

The AUMA would preempt local control over personal use, possession and cultivation of marijuana up to certain amounts (although cities may prohibit outdoor personal cultivation and cities may regulate indoor cultivation). However, the AUMA would provide for local control and complete prohibition of commercial marijuana businesses through local ordinance or regulation.

The purpose of this agenda item is to generate discussion and direction in the event this ballot measure passes. Currently, the Arvin Municipal Code has two sections that pertain to medical marijuana: AMC 17.02.435 defines a medical marijuana dispensary as activities involving “marijuana for medical purposes” and AMC 17.07.01 prohibits the use of medical marijuana dispensaries “within the city in all zones”. Because the current code specifically prohibits medical marijuana, yet does not address non-medical (or recreational) marijuana, the current prohibition would likely not apply to the commercial non-medical marijuana businesses that AUMA (if it passes) will authorize. This could potentially mean there could be recreational marijuana dispensaries operating in Arvin. This discussion should include whether the City wants to maintain the current ordinances, if it desires to create additional ordinances in anticipation of non-medical marijuana becoming legalized, and whether the City wants to ban outdoor personal non-medical marijuana cultivation and/or regulate indoor personal non-medical marijuana cultivation (which otherwise AUMA allows).

Suggested topics of discussion include:

- Cultivation and Personal Use of Marijuana – Taking no action means if AUMA passes then residents *after the measure is certified (i.e., probably December, 2016)* may lawfully use marijuana and may lawfully grow up to six marijuana plants both outdoors and indoors (with certain State restrictions) under State law.
  - Should there be restrictions placed on the cultivation and use (e.g., second hand smoke restrictions) of marijuana?
  - If so, what would those restrictions be?
- Commercial Marijuana Businesses – Taking no action means if AUMA passes, then about January 1, 2018 residents may apply for state licenses to operate, and the City will have no express prohibition on commercial non-medical marijuana businesses. Failure to expressly prohibit these businesses will provide residents an opportunity to at best seek a local permit for the activities as a “similar use” to already permitted activities. At worst the residents will simply open for business.
  - Is there a desire to accommodate businesses wishing to cultivate, manufacture, test, distribute, and sell marijuana?
  - Are there any zoning or local regulation considerations?

While the topic of marijuana cultivation and sales can be considered controversial, it is a necessary conversation that should also include the following discussion points:

- Safety/Crime Concerns
- Enforcement/Regulation
- Public Perception
- Economic Development Potential
- General Benefits and Disadvantages (Pros and Cons)

Because this ballot measure will be decided in the November 2016 election, it is imperative direction is received now in order to address any concerns or opportunities the Council identifies. With specific direction, City staff can move forward and have ordinances prepared (if necessary) in anticipation of voters approving the AUMA.

**FINANCIAL IMPACT:**

Because this is a discussion item, no financial impact has been identified.

**RECOMMENDATION:**

Discuss AUMA and provide specific direction to City staff in order to address the potential passing of Proposition 64.

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41699	ARVIN COMM SERVICES DIST 309 CAMPUS DR. ARVIN CA 93203 <Emailing Stub Disabled>	09/06/2016 09/06/2016 09/06/2016 09/06/2016	0.00	BOFA N N N	SVC. 07.20.16-08.24.16   CITY OF ARVIN 7.20.16-8.2.	8,610.00 0.00 0.00 8,610.00
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41694	PHILLIP BENABIDES   <Emailing Stub Disabled>	09/06/2016 09/06/2016 09/06/2016 09/06/2016	0.00	BOFA N Y N	PERISHABLE SKILLS COURSE SEP. 13-15, 2016 N 0 POST PLAN I&IV COURSE	102.00 0.00 0.00 102.00
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41701	BLACKBURN OIL COMPANY LLC PO BOX 177 ARVIN CA 93203 <Emailing Stub Disabled>	09/06/2016 09/06/2016 09/06/2016 09/16/2016 09/06/2016	0.00	BOFA N N N	FUEL USAGE REPORT AUGUST 2   FUEL USAGE REPORT AUK	7,926.47 0.00 0.00 7,926.47
02-480						
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41722	BROWN, MARTI   <Emailing Stub Disabled>	09/06/2016 09/01/2016 09/06/2016 09/06/2016 09/06/2016	0.00	BOFA N N N	ICSC TRAVEL EXPENSE ICSC PERDIEM 8.29.16-9.01.16 N 0 ICSC TRAVEL EXP. 8.29-9.	215.50 0.00 0.00 215.50
48-566						
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41703	C & T AUTOMOTIVE, INC 12312 MAIN STREET LAMONT CA 93241 <Emailing Stub Disabled>	09/06/2016 09/01/2016 09/06/2016 09/06/2016 09/06/2016	0.00	BOFA N N N	MAINTENANCE FLEET#249   900019672	369.96 0.00 0.00 369.96
03-757						
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41704	C & T AUTOMOTIVE, INC 12312 MAIN STREET LAMONT CA 93241 <Emailing Stub Disabled>	09/06/2016 09/01/2016 09/06/2016 09/06/2016 09/06/2016	0.00	BOFA N N N	MAINTENANCE FLEET#273   900019705	860.24 0.00 0.00 860.24
03-757						
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	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
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41702	DIAMOND TECHNOLOGIES, INC	09/06/2016	BOFA	OFFICE 365 SUBSCRIPTION	195.00
28-397	P.O BOX 9007	09/06/2016	N	AUGUST 2016	0.00
	BAKERSFIELD	09/06/2016	N	N	0.00
	CA 93389-9007	09/06/2016	0.00	0	0.00
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28-375	6375 W. CENTRAL AVE	09/06/2016	N	SNYDER, BRANDON	0.00
	FRESNO	09/06/2016	Y	N	0.00
	CA 93706	09/06/2016	0.00	0	0.00
	<Emailing Stub Disabled>	09/06/2016	POST PLAN I & IV - SEP. 1:		341.00
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41697	FRESNO POLICE DEPARTMENT	09/06/2016	BOFA	PERISHABLE SKILLS TRAINING	341.00
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	FRESNO	09/06/2016	Y	N	0.00
	CA 93706	09/06/2016	0.00	0	0.00
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41705	GENERAL OFFICE	08/18/2016	BOFA	OFFICE SUPPLIES - POLICE DEP'	183.82
07-250	P.O BOX 2486	09/01/2016	N	N	0.00
	BAKERSFIELD	08/18/2016	N	0	0.00
	CA 93303	08/18/2016	0.00		0.00
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	CA 93303	08/05/2016	0.00		0.00
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41696	JOSEPH HUGGETT	09/06/2016	BOFA	FIREARMS TACTICAL RIFFLE BAS	68.00
27-038		09/06/2016	N	COURSE SEP. 19-20, 2016	0.00
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		09/06/2016	0.00	0	0.00
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Vendor Total:					68.00
41721	JONES, DAVID	09/06/2016	BOFA	ICSC TRAVEL EXPENSE	253.86
48-567		09/01/2016	N	ICSC PERDIEM 08.29.16-09.01.16	0.00
		09/06/2016	N	N	0.00
		09/06/2016	0.00	0	0.00
	<Emailing Stub Disabled>	09/06/2016	ICSC TRAVEL EXP. 8.29-9.16		253.86
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41730 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD CA 93384 <Emailing Stub Disabled>	09/06/2016 09/01/2016 09/06/2016 09/06/2016		BOFA N N Y	MAINTENANCE FLEET#205	3,997.39 0.00 0.00 3,997.39
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41710 10-026	JUDICIAL DATA SYSTEMS CORP. 3303 HARBOR BLVD. COSTA MESA, CA 92626 <Emailing Stub Disabled>	08/15/2016 09/01/2016 08/15/2016 08/15/2016		BOFA N N N	PARKING ACTIVITY 07/16	100.00 0.00 0.00 100.00
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41707 11-320	KERN RIVER POWER EQUIPMEN 108 N. CHESTER AVE. BAKERSFIELD CA 93308 <Emailing Stub Disabled>	09/06/2016 09/01/2016 09/06/2016 09/06/2016		BOFA N N N	MOWER PARTS - PUBLIC WORKS	247.61 0.00 0.00 247.61
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41708 11-320	KERN RIVER POWER EQUIPMEN 108 N. CHESTER AVE. BAKERSFIELD CA 93308 <Emailing Stub Disabled>	09/01/2016 09/01/2016 09/01/2016 09/01/2016		BOFA N N N	ARBORIST TOLLS & PPE - PW'S	1,082.34 0.00 0.00 1,082.34
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41711 27-058	KING DOOR CO, INC 7450 DISTRICT BLVD. BAKERSFIELD CA 93313 <Emailing Stub Disabled>	08/26/2016 09/01/2016 08/26/2016 08/26/2016		BOFA N N N	REPAIR DOOR #2 & #3 PW'S DEP	945.46 0.00 0.00 945.46
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41718 12-295	LIEBERT CASSIDY WHITMORE 6033 WEST CENTURY BLVD. LOS ANGELES CA 90045 <Emailing Stub Disabled>	07/31/2016 09/01/2016 07/31/2016 07/31/2016		BOFA N N N	PROFESSIONAL SVC. JULY 2016	5,656.00 0.00 0.00 5,656.00
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41712 13-585	MOUNTAINSIDE DISPOSAL 8665 SO. UNION AVE BAKERSFIELD CA 93307 <Emailing Stub Disabled>	09/06/2016 09/01/2016 09/06/2016 09/06/2016		BOFA N N N	LANDFILL FEE SEP. 2016	162.12 0.00 0.00 162.12
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41719 28-368	ALFONSO NOYOLA 11709 LA MIRAGO PLACE LAS VEGAS NV 89138 <Emailing Stub Disabled>	09/06/2016 09/01/2016 09/06/2016 09/06/2016		BOFA N N N	ICSC PERDIEM 08.29.16-09.01.16 N 0	195.00 0.00 0.00 <u>195.00</u>
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41720 28-368	ALFONSO NOYOLA 11709 LA MIRAGO PLACE LAS VEGAS NV 89138 <Emailing Stub Disabled>	09/06/2016 09/01/2016 09/06/2016 09/06/2016		BOFA N N N	MILEAGE REIMBURSEMENT 8.24. PERDIEM 8.24.16 0	200.40 0.00 0.00 <u>200.40</u>
					MILEAGE & PERDIEM 08.24.16-09.01.16	200.40
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41713 28-249	O'REILLY AUTOMOTIVE, INC PO BOX 9464 SPRINGFIELD MO 65801-9464 <Emailing Stub Disabled>	08/31/2016 09/01/2016 08/31/2016 08/31/2016		BOFA N N N	SHOP SUPPLIES-PW'S N 0	21.69 0.00 0.00 <u>21.69</u>
					4451-241592	21.69
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41714 16-075	PACIFIC TIRE #18 190 C. STREET ARVIN CA 93203 <Emailing Stub Disabled>	08/25/2016 09/01/2016 08/25/2016 08/25/2016		BOFA N N Y	TIRE MAINTENANCE FLEET#261 N 0	36.00 0.00 0.00 <u>36.00</u>
					15978	36.00
41715 16-075	PACIFIC TIRE #18 190 C. STREET ARVIN CA 93203 <Emailing Stub Disabled>	08/31/2016 09/01/2016 08/31/2016 08/31/2016		BOFA N N Y	TIRE MAINTENANCE FLEET#319 N 0	12.17 0.00 0.00 <u>12.17</u>
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41716 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	08/31/2016 09/01/2016 08/31/2016 08/31/2016		BOFA N N N	SVC. 08.02.16-08.31.16 N 0	324.18 0.00 0.00 <u>324.18</u>
					A#8440977428-2 8.31.16	324.18
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41717 28-051	PRO AIR 405 E. 19TH ST. BAKERSFIELD CA 93305 <Emailing Stub Disabled>	09/02/2016 09/01/2016 09/02/2016 09/02/2016		BOFA N N N	REPLACED A/C UNIT - CITY HALL N 0	8,633.00 0.00 0.00 <u>8,633.00</u>
					15042	8,633.00
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41723 27-015	PRO FORCE LAW ENFORCEMENT 3009 NORTH HIGHWAY 89 PRESCOTT AZ 86301 <Emailing Stub Disabled>	09/06/2016 09/01/2016 09/06/2016 09/06/2016		BOFA N N N	SAFETY EQUIPMENT - PD N 0	67.07 0.00 0.00 <u>67.07</u>
					283392	67.07

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41724	REED PRINT	08/24/2016		BOFA	ANNOUNCEMENT	
18-260	P.O. BOX 1600	09/01/2016		N	GROUNDBREAKING CEREMONY	215.78
	SHAFTER	08/24/2016		N	N	0.00
	CA 93263-1507	08/24/2016	0.00	N	0	0.00
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41695	RIVERSIDE COUNTY SHERIFF DE	09/06/2016		BOFA	FIREARMS TACTICAL RIFFLE BAS	
18-460	ATTN: ACCOUNTANT	09/06/2016		N	COURSE - HUGGETT, JOSEPH	173.00
	RIVERSIDE	09/06/2016		Y	N	0.00
	CA 92518	09/06/2016	0.00	N	0	0.00
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41691	BRANDON SNYDER	09/06/2016		BOFA	PERISHABLE SKILLS COURSE	
26-906		08/31/2016		N	SEP. 13-15, 2016	102.00
		09/06/2016		Y	N	0.00
		09/06/2016	0.00	N	0	0.00
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41728	SOURCE ONE OFFICE PRODUCT	08/23/2016		BOFA	OFFICE SUPPLIES - POLICE DEP	
48-507	9830 S. NORWALK BLVD.	09/01/2016		N		138.69
	SANTA FE SPRINGS	08/23/2016		N	N	0.00
	CA 90670	08/23/2016	0.00	N	0	0.00
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41725	SPARKLETTS	08/19/2016		BOFA	SVC. AUGUST 2016	
04-046	PO BOX 660579	09/01/2016		N		149.98
	DALLAS	08/19/2016		N	N	0.00
	TX 75266-0579	08/19/2016	0.00	N	0	0.00
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41726	STAPLES BUSINESS ADVANTAGE	08/27/2016		BOFA	OFFICE SUPPLIES - POLICE DEP	
19-812	DEPT. LA 1368	09/01/2016		N		164.18
	CHICAGO	08/27/2016		N	N	0.00
	IL 60696-3689	08/27/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/27/2016	3313207197			164.18
41727	STAPLES BUSINESS ADVANTAGE	08/20/2016		BOFA	OFFICE SUPPLIES - POLICE DEP	
19-812	DEPT. LA 1368	09/01/2016		N		82.93
	CHICAGO	08/20/2016		N	N	0.00
	IL 60696-3689	08/20/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/20/2016	3312255505			82.93
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Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PONumber Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
41698 19-832	PATRICIA STEWART   <Emailing Stub Disabled>	09/06/2016 09/06/2016 09/06/2016 09/06/2016 09/06/2016	   0.00	BOFA N Y N	PERISHABLE SKILLS TRAINING SEP. 20-22, 2016 N 0	  102.00 0.00 0.00 <hr/> 102.00
					POST PLAN I & IV COURSE	<hr/> 102.00
					Vendor Total:	<hr/> 102.00
41729 20-278	TEL-TEC SECURITY SYSTEMS 5020 LISA MARIE COURT BAKERSFIELD CA 93313 <Emailing Stub Disabled>	09/01/2016 09/01/2016 09/01/2016 09/01/2016 09/01/2016	   0.00	BOFA N N N	ARVIN ADOBE COMPLEX-FIRE AL MONITORING SVC. SEP. 2016 N 0	  28.00 0.00 0.00 <hr/> 28.00
			556163			<hr/> 28.00
					Vendor Total:	<hr/> 28.00
					Grand Total:	<hr/> 42,649.17
					Less Credit Memos:	<hr/> 0.00
					Net Total:	<hr/> 42,649.17
					Less Hand Check Total:	<hr/> 0.00
					Outstanding Invoice Total:	<hr/> 42,649.17
Total Invoices: 39						

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	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
41753	AIRGAS WEST	08/31/2016	BOFA	RENTAL CYL. IND. LARGE OXYGE	35.18
	P.O. BOX 93500	09/13/2016	N	08.31.16	0.00
01-405	LONG BEACH	08/31/2016	N	N	0.00
	CA 90809-3500	08/31/2016	0.00	0	35.18
	<Emailing Stub Disabled>	08/31/2016	9939027307		
Vendor Total:					35.18
41754	AMERICAN BUSINESS MACHINES	09/08/2016	BOFA	CONTRACT #11089-02	1,637.12
	P.O BOX 2737	09/13/2016	N	SVC 06.15.2016-09.14.2016	0.00
01-520	BAKERSFIELD	09/08/2016	N	N	0.00
	CA 93303-2737	09/08/2016	0.00	0	1,637.12
	<Emailing Stub Disabled>	09/08/2016	291439		
Vendor Total:					1,637.12
41755	ARVIN LUMBER HARDWARE	09/06/2016	BOFA	CITY FACILITIES & PARKS	269.62
	416 BEAR MTN. BLVD.	09/13/2016	N		0.00
02-799	ARVIN	09/06/2016	N	N	0.00
	CA 93203	09/06/2016	0.00	0	269.62
	<Emailing Stub Disabled>	09/06/2016	25072		
Vendor Total:					269.62
41756	ARVIN LUMBER HARDWARE	09/12/2016	BOFA	POLICE DEPARTMENT - TRASH C	81.38
	416 BEAR MTN. BLVD.	09/13/2016	N		0.00
02-799	ARVIN	09/12/2016	N	N	0.00
	CA 93203	09/12/2016	0.00	0	81.38
	<Emailing Stub Disabled>	09/12/2016	25274		
Vendor Total:					81.38
41819	ARVIN LUMBER HARDWARE	09/15/2016	BOFA	TIE DOWN MATERIALS FOR TRAI	20.13
	416 BEAR MTN. BLVD.	09/15/2016	N		0.00
02-799	ARVIN	09/15/2016	N	N	0.00
	CA 93203	09/15/2016	0.00	0	20.13
	<Emailing Stub Disabled>	09/15/2016	25341		
Vendor Total:					20.13
41823	ARVIN LUMBER HARDWARE	09/07/2016	BOFA	SMOTHERMON PARK - PAINT	6.50
	416 BEAR MTN. BLVD.	09/15/2016	N		0.00
02-799	ARVIN	09/07/2016	N	N	0.00
	CA 93203	09/07/2016	0.00	0	6.50
	<Emailing Stub Disabled>	09/07/2016	25101		
Vendor Total:					6.50
41817	BANK OF AMERICA - CC	08/25/2016	BOFA	CREDIT CARD TRANSACTION	11,456.33
	PO BOX 15731	09/15/2016	N	SVC. 07.26.16-08.25.16	0.00
48-500	WILMINGTON	08/25/2016	N	N	0.00
	DE 19886-5731	08/25/2016	0.00	0	11,456.33
	<Emailing Stub Disabled>	08/25/2016	CC TRANSACTIONS 08.25.		
Vendor Total:					11,456.33
41809	BEHAVIOR ANALYSIS TRAINING	09/14/2016	BOFA	POST PLAN I - GONZALEZ, JORGI	481.00
	PO BOX 514	09/14/2016	N	OCT. 10-14, 2016	0.00
48-562	SANTA ROSA	09/14/2016	Y	N	0.00
	CA 95402-0514	09/14/2016	0.00	0	481.00
	<Emailing Stub Disabled>	09/14/2016	INVESTIGATE/INTERROGA		
Vendor Total:					481.00

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	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
41810	BEHAVIOR ANALYSIS TRAINING	09/14/2016	BOFA	POST PLAN I - PADILLA, BRIANNA	481.00
48-562	PO BOX 514	09/14/2016	N	OCT. 10-14, 2016	0.00
	SANTA ROSA	09/14/2016	Y	N	0.00
	CA 95402-0514	09/14/2016	N	0	0.00
	<Emailing Stub Disabled>	09/14/2016		INVESTIGATE&INTERROG.	481.00
Vendor Total:					962.00
41804	BROADLUX, INC	08/15/2016	BOFA	O & M SERVICES-CARDS REPLAC	73.43
28-414	POST OFFICE BOX 7303	09/14/2016	N		0.00
	LAGUNA NIGUEL	08/15/2016	N	N	0.00
	CA 92607	08/15/2016	N	0	0.00
	<Emailing Stub Disabled>	08/15/2016		BR9I1732-19	73.43
Vendor Total:					313.43
41805	BROADLUX, INC	08/01/2016	BOFA	FUEL SERVICES SEPTEMBER 20	240.00
28-414	POST OFFICE BOX 7303	09/14/2016	N	O & M SERVICES	0.00
	LAGUNA NIGUEL	08/01/2016	N	N	0.00
	CA 92607	08/01/2016	N	0	0.00
	<Emailing Stub Disabled>	08/01/2016		BRI1732-18	240.00
Vendor Total:					6,997.50
41773	COLLINS & SCHOETTLER	09/14/2016	BOFA	PLANNING CONSULTING	6,997.50
03-494	1002 W. MAIN STREET	09/14/2016	N	SVC. AUG. 2016	0.00
	VISALIA	09/14/2016	N	N	0.00
	CA 93291	09/14/2016	N	0	0.00
	<Emailing Stub Disabled>	09/14/2016		AUG. 2016 PLANNING CON	6,997.50
Vendor Total:					135.00
41757	COMMUNICATION ENTERPRISES	09/01/2016	BOFA	LTR 450 PAMPA DISPATCH - TRAN	135.00
03-580	2315 "Q" ST	09/13/2016	N		0.00
	BAKERSFIELD	09/01/2016	N	N	0.00
	CA 93301	09/01/2016	N	0	0.00
	<Emailing Stub Disabled>	09/01/2016		1088687	135.00
Vendor Total:					120.00
41758	COMMUNICATION ENTERPRISES	09/13/2016	BOFA	LTR 450 PAMPA DISPATCH - PW'S	120.00
03-580	2315 "Q" ST	09/13/2016	N		0.00
	BAKERSFIELD	09/13/2016	N	N	0.00
	CA 93301	09/13/2016	N	0	0.00
	<Emailing Stub Disabled>	09/13/2016		1088688	120.00
Vendor Total:					300.00
41814	DAVE'S FLEET MAINTENANCE	08/31/2016	BOFA	ANIMAL CONTROL #027 TOWING	300.00
48-561	1401 WASHINGTON ST	09/14/2016	N		0.00
	BAKERSFIELD	08/31/2016	N	N	0.00
	CA 93305	08/31/2016	N	0	0.00
	<Emailing Stub Disabled>	08/31/2016		42296	300.00
Vendor Total:					0.00 H
41760	DIAMOND IT PREPAID USE 28-39	08/31/2016	PREP	PREPAID IT SERVICES	0.00
28-434	871 SWIGERT COURT	09/13/2016	N		0.00
	BAKERSFIELD	08/31/2016	N	N	0.00
	CA 93311	08/31/2016	N	17629 08/31/2016	0.00
	<Emailing Stub Disabled>	08/31/2016		17629	0.00

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	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
				Vendor Total:	0.00
41759	DIAMOND TECHNOLOGIES, INC	09/30/2016	BOFA	12- OFFICE 365 SUBSCRIPTION	220.00
28-397	P.O BOX 9007	09/13/2016	N		0.00
	BAKERSFIELD	09/30/2016	N	N	0.00
	CA 93389-9007	09/30/2016	0.00	0	220.00
	<Emailing Stub Disabled>	09/30/2016	17534		220.00
				Vendor Total:	220.00
41761	DOOLEY ENTERPRISES, INC	09/13/2016	BOFA	SAFETY EQUIPMENT - POLICE DI	881.08
04-595	1198-A N. GROVE	09/13/2016	N		0.00
	ANAHEIM	09/13/2016	N	N	0.00
	CA 92806	09/13/2016	0.00	0	881.08
	<Emailing Stub Disabled>	09/13/2016	53016		881.08
				Vendor Total:	881.08
41764	GENERAL OFFICE	09/01/2016	BOFA	METER READING SVC. AUG. 2016	264.48
07-250	P.O BOX 2486	09/13/2016	N		0.00
	BAKERSFIELD	09/01/2016	N	N	0.00
	CA 93303	09/01/2016	0.00	0	264.48
	<Emailing Stub Disabled>	09/01/2016	10734		264.48
				Vendor Total:	264.48
41808	JORGE GONZALEZ	09/14/2016	BOFA	POST PLAN 1 SUBSISTENCE	170.00
28-197		09/14/2016	N	ALLOWANCE OCT. 10-14 2016	0.00
		09/14/2016	N	N	0.00
		09/14/2016	0.00	0	170.00
	<Emailing Stub Disabled>	09/14/2016	INVESTIGATE/INTERROGA		170.00
				Vendor Total:	170.00
41826	HESHAM ELSHAZLY	09/15/2016	BOFA	TRAVEL REIMBURSEMENT	200.18
48-568		09/15/2016	N		0.00
		09/15/2016	N	N	0.00
		09/15/2016	0.00	0	200.18
	<Emailing Stub Disabled>	09/15/2016	TRAVEL REIMBURSEMENT		200.18
				Vendor Total:	200.18
41762	INDEPENDENT FIRE & SAFETY	09/13/2016	BOFA	SERVICE 09.12.16	210.61
09-560	P.O. BOX 22723	09/13/2016	N		0.00
	BAKERSFIELD	09/13/2016	N	N	0.00
	CA 93390	09/13/2016	0.00	0	210.61
	<Emailing Stub Disabled>	09/13/2016	28008		210.61
				Vendor Total:	210.61
41807	IXII GROUP	09/14/2016	BOFA	TATCTICAL DISPATCH BASIC	99.00
48-555	1968 ELLESMERE LOOP	09/14/2016	N	COURSE- MOTLEY, CARINA	0.00
	ROSEVILLE	09/14/2016	N	N	0.00
	CA 95747	09/14/2016	0.00	0	99.00
	<Emailing Stub Disabled>	09/14/2016	POST PLAN IV COURSE 1C		99.00

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
Vendor Total:						99.00
41774	JAS PACIFIC	09/14/2016		BOFA	PLAN CHECK SVC. JUNE 2016	
26-950	P.O BOX 2002	09/14/2016		N		877.50
	UPLAND	09/14/2016		N	N	0.00
	CA 91786	09/14/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/05/2016	PC 4622			877.50
41775	JAS PACIFIC	09/14/2016		BOFA	EVALUATION & SYSTEMATIC REV	
26-950	P.O BOX 2002	09/14/2016		N	SVC. MAY 2016	3,900.00
	UPLAND	09/14/2016		N	N	0.00
	CA 91786	09/14/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/05/2016	PC4617			3,900.00
41776	JAS PACIFIC	06/05/2016		BOFA	PLAN CHECK SVC. MAY 2016	
26-950	P.O BOX 2002	09/14/2016		N		195.00
	UPLAND	06/05/2016		N	N	0.00
	CA 91786	06/05/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/05/2016	PC 4604			195.00
41777	JAS PACIFIC	06/05/2016		BOFA	BUILDING INSPECTOR SVCS. 5/11	
26-950	P.O BOX 2002	09/14/2016		N		4,650.00
	UPLAND	06/05/2016		N	N	0.00
	CA 91786	06/05/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/05/2016	BI 12198			4,650.00
Vendor Total:						9,622.50
41763	JTS CONSTRUCTION	09/01/2016		BOFA	ARVIN SENIOR CENTER	
48-541	PO BOX 41765	09/13/2016		N	IMPROVEMENTS	1,425.00
	BAKERSFIELD	09/01/2016		N	N	0.00
	CA 93384-1765	09/01/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/01/2016	2			1,425.00
Vendor Total:						1,425.00
41765	KAISER PERMANENTE	09/13/2016		BOFA	MEDICAL INSURANCE AUGUST 21	
28-063	FILE 5915	09/13/2016		N		13,821.68
	LOS ANGELES	09/13/2016		N	N	0.00
	CA 90074-5915	09/13/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/13/2016	CUST ID#000300785-0000			13,821.68
Vendor Total:						13,821.68
41820	KERN RIVER POWER EQUIPMEN	09/15/2016		BOFA	SAFTETY EQUIPMENT - PW'S	
11-320	108 N. CHESTER AVE.	09/15/2016		N		911.33
	BAKERSFIELD	09/15/2016		N	N	0.00
	CA 93308	09/15/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/15/2016	64821			911.33
41821	KERN RIVER POWER EQUIPMEN	09/14/2016		BOFA	PUSH MOWER REPAIR	
11-320	108 N. CHESTER AVE.	09/15/2016		N		42.00
	BAKERSFIELD	09/14/2016		N	N	0.00
	CA 93308	09/14/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/14/2016	64626			42.00

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	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
41822	KERN RIVER POWER EQUIPMEN	09/15/2016		BOFA	MOWER#2 REPAIR	441.49
11-320	108 N. CHESTER AVE.	09/15/2016		N		0.00
	BAKERSFIELD	09/15/2016		N	N	0.00
	CA 93308	09/15/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/15/2016	64625			441.49
Vendor Total:						1,394.82
41812	SUZANNE MENDOZA	09/14/2016		BOFA	DISPATCH COMM. TRAINING COL	170.00
19-885		09/14/2016		N	SUBSTANCE ALLOWANCE	0.00
		09/14/2016		N	N	0.00
		09/14/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/14/2016	POST PLAN II OCT. 17-21, :			170.00
Vendor Total:						170.00
41806	CARINA R MOTLEY	09/14/2016		BOFA	TATCTICAL DISPATCH BASIC	34.00
28-408	12844 SYCAMORE RD	09/14/2016		N	SUBSISTENCE ALLOWANCE	0.00
	ARVIN	09/14/2016		N	N	0.00
	CA 93203	09/14/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/14/2016	POST PLAN IV COURSE 1C			34.00
Vendor Total:						34.00
41766	MOUNTAINSIDE DISPOSAL	09/13/2016		BOFA	PROPERTY TAXES SEP. 2016	1,477.84
13-585	8665 SO. UNION AVE	09/13/2016		N		0.00
	BAKERSFIELD	09/13/2016		Y	N	0.00
	CA 93307	09/13/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/13/2016	PROPERTY TAXES 09.01.16			1,477.84
41767	MOUNTAINSIDE DISPOSAL	09/09/2016		BOFA	SVC PERIOD 08.01.16 - 08.31.16	65.30
13-585	8665 SO. UNION AVE	09/13/2016		N		0.00
	BAKERSFIELD	09/09/2016		N	N	0.00
	CA 93307	09/09/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/09/2016	435109			65.30
Vendor Total:						1,543.14
41772	ONE EIGHTY NINE, LLC	09/14/2016		BOFA	REIMBURSEMENT DUE TO	5,710.00
48-559	PO BOX 11076	09/14/2016		N	OVERPAYMENT	0.00
	BAKERSFIELD	09/14/2016		N	N	0.00
	CA 93389	09/14/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/14/2016	OVERPAYMENT 04.19.16			5,710.00
Vendor Total:						5,710.00
41818	O'REILLY AUTOMOTIVE, INC	09/12/2016		BOFA	MAINTENANCE FLEET#315	101.96
28-249	PO BOX 9464	09/15/2016		N		0.00
	SPRINGFIELD	09/12/2016		N	N	0.00
	MO 65801-9464	09/12/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/12/2016	4451-243771			101.96
Vendor Total:						101.96

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	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			
41816	PACIFIC TIRE #18	09/14/2016		BOFA	MAINTENANCE FLEET #261 & #27	24.34
16-075	190 C. STREET	09/15/2016		N		0.00
	ARVIN	09/14/2016		N	N	0.00
	CA 93203	09/14/2016	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/14/2016	16152			24.34
Vendor Total:						24.34
41811	PADILLA, BRIANNA	09/14/2016		BOFA	POST PLAN 1 SUBSISTENCE	170.00
48-474		09/14/2016		N	ALLOWANCE OCT. 10-14, 2016	0.00
		09/14/2016		N	N	0.00
		09/14/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/14/2016	INVESTIGATE/INTERROGA			170.00
Vendor Total:						170.00
41815	PRO FORCE LAW ENFORCEMEN	09/08/2016		BOFA	SAFETY EQUIPMENT	274.91
27-015	3009 NORTH HIGHWAY 89	09/14/2016		N		0.00
	PRESCOTT	09/08/2016		N	N	0.00
	AZ 86301	09/08/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/08/2016	285586			274.91
Vendor Total:						274.91
41781	QUAD KNOPF, INC	09/06/2016		BOFA	PLAN CHECK SVCS. TO#1616	5,722.02
17-830	P.O. BOX 3699	09/14/2016		N	SVC. 07.17.16-08.13.16	0.00
	VISALIA	09/06/2016		N	N	0.00
	CA 93278	09/06/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/06/2016	85702			5,722.02
41782	QUAD KNOPF, INC	09/09/2016		BOFA	CITY ENGINEERING SVC. TO#16C	5,020.33
17-830	P.O. BOX 3699	09/14/2016		N		0.00
	VISALIA	09/09/2016		N	N	0.00
	CA 93278	09/09/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/09/2016	85703R			5,020.33
41783	QUAD KNOPF, INC	08/25/2016		BOFA	DIGIORGIO ACTION PARK	684.00
17-830	P.O. BOX 3699	09/14/2016		N	TO#1603 & 1614	0.00
	VISALIA	08/25/2016		N	N	0.00
	CA 93278	08/25/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/25/2016	85653			684.00
41784	QUAD KNOPF, INC	08/26/2016		BOFA	GARDEN IN THE SUN #1506	7,108.24
17-830	P.O. BOX 3699	09/14/2016		N	ENGINEERING SVC. 7.17-8.13.16	0.00
	VISALIA	08/26/2016		N	N	0.00
	CA 93278	08/26/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/26/2016	85700			7,108.24
41796	QUAD KNOPF, INC	08/26/2016		BOFA	CDBG GRANT TO#1613	3,726.45
17-830	P.O. BOX 3699	09/14/2016		N		0.00
	VISALIA	08/26/2016		Y	N	0.00
	CA 93278	08/26/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/26/2016	85697			3,726.45

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Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PONumber Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	
41797 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	08/25/2016 09/14/2016 08/25/2016 08/25/2016	0.00	BOFA N Y N	SECURITY FENCING COA TO#151 N 0	766.08 0.00 0.00 766.08
41798 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	08/26/2016 09/14/2016 08/26/2016 08/26/2016	0.00	BOFA N Y N	VARSITY AVENUE RSTP TO#1503 N 0	4,939.16 0.00 0.00 4,939.16
41799 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	08/31/2016 09/14/2016 08/31/2016 08/31/2016	0.00	BOFA N N N	WALNUT STREET CAPITAL #1612 N 0	15,510.01 0.00 0.00 15,510.01
41800 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	09/14/2016 09/14/2016 09/14/2016 09/14/2016	0.00	BOFA N Y N	SLURRY SEAL PAVEMENT TO#16 N 0	6,021.99 0.00 0.00 6,021.99
41801 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	08/26/2016 09/14/2016 08/26/2016 08/26/2016	0.00	BOFA N Y N	ATP CYCLE 1 #1507 N 0	960.39 0.00 0.00 960.39
41802 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	08/31/2016 09/14/2016 08/31/2016 08/31/2016	0.00	BOFA N N N	SMOTHERMON SPRAY PARK II #1 N 0	1,297.71 0.00 0.00 1,297.71
41803 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	08/26/2016 09/14/2016 08/26/2016 08/26/2016	0.00	BOFA N N N	SENIOR CENTER ROOFING #1511 N 0	1,896.71 0.00 0.00 1,896.71
Vendor Total:						53,653.09
41768 18-260	REED PRINT P.O. BOX 1600 SHAFTER CA 93263-1507 <Emailing Stub Disabled>	08/31/2016 09/13/2016 08/31/2016 08/31/2016	0.00	BOFA N N N	NOTICE OF ORDINANCE: AMEND COUNCIL/CITY MANAGER RELATI N 0	36.00 0.00 0.00 36.00
41769 18-260	REED PRINT P.O. BOX 1600 SHAFTER CA 93263-1507 <Emailing Stub Disabled>	08/31/2016 09/13/2016 08/31/2016 08/31/2016	0.00	BOFA N N N	NOTICE OF ORDINANCE: CONFLICT OF INTEREST CODE N 0	27.00 0.00 0.00 27.00

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	
41770	REED PRINT P.O. BOX 1600 SHAFTER CA 93263-1507 <Emailing Stub Disabled>	08/31/2016 09/13/2016 08/31/2016 08/31/2016		BOFA N N N	NOTICE OF ORDINANCE: #431 N 0	36.00 0.00 0.00 <u>36.00</u>
18-260			0.00			
			762			
41771	REED PRINT P.O. BOX 1600 SHAFTER CA 93263-1507 <Emailing Stub Disabled>	08/31/2016 09/13/2016 08/31/2016 08/31/2016		BOFA N N N	NOTICE OF ORDINANCE: PUBLIC OFFICE N 0	39.00 0.00 0.00 <u>39.00</u>
18-260			0.00			
			761			
41780	REED PRINT P.O. BOX 1600 SHAFTER CA 93263-1507 <Emailing Stub Disabled>	08/31/2016 09/14/2016 08/31/2016 08/31/2016		BOFA N N N	NOTICE TO SUBCONTRACTORS- DIGIORGIO ACTION PARK PROJE N 0	204.00 0.00 0.00 <u>204.00</u>
18-260			0.00			
			764			
Vendor Total:						342.00
41785	REGIONAL GOVERNMENT SERVI PO BOX 1350 CARMEL VALLEY CA 93924 <Emailing Stub Disabled>	08/31/2016 09/14/2016 08/31/2016 08/31/2016		BOFA N N N	CONTRACT SVCS. AUG. 2016 N 0	5,199.50 0.00 0.00 <u>5,199.50</u>
48-524			0.00			
			6271			
Vendor Total:						5,199.50
41813	RIVERSIDE COUNTY SHERIFF DE ATTN: BCTC COURSE FEES RIVERSIDE CA 92518 <Emailing Stub Disabled>	09/14/2016 09/14/2016 09/14/2016 09/14/2016		BOFA N Y N	DISPATCH COMM. TRAINING COURSE MENDOZA, SUZANNE N 0	164.00 0.00 0.00 <u>164.00</u>
18-460			0.00			
			POST PLAN II OCT. 17-21, :			
Vendor Total:						164.00
41786	SO. CAL. GAS CO. P.O. BOX "C" MONTEREY PARK CA 91756 <Emailing Stub Disabled>	08/23/2016 09/14/2016 08/23/2016 08/23/2016		BOFA N N N	SVC. 08.01.16-09.01.16 N 0	13.00 0.00 0.00 <u>13.00</u>
19-597			0.00			
			A#085-832-2970-6 8.23.16			
Vendor Total:						13.00
41787	SPARKLETTS PO BOX 660579 DALLAS TX 75266-0579 <Emailing Stub Disabled>	09/14/2016 09/14/2016 09/14/2016 09/14/2016		BOFA N N N	SVC. AUG. 2016 N 0	272.39 0.00 0.00 <u>272.39</u>
04-046			0.00			
			A#25020924361964 09.01.1			
Vendor Total:						272.39
41788	STAPLES BUSINESS ADVANTAGE DEPT. LA 1368 CHICAGO IL 60696-3689 <Emailing Stub Disabled>	08/27/2016 09/14/2016 08/27/2016 08/27/2016		BOFA N N N	OFFICE SUPPLIES BUILDING DEF N 0	81.83 0.00 0.00 <u>81.83</u>
19-812			0.00			
			3313207199			

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
41789	STAPLES BUSINESS ADVANTAGE	08/29/2016	BOFA	OFFICE SUPPLIES-CITY HALL	236.24
19-812	DEPT. LA 1368	09/14/2016	N		0.00
	CHICAGO	08/29/2016	N	N	0.00
	IL 60696-3689	08/29/2016	N	0	0.00
	<Emailing Stub Disabled>	08/29/2016			236.24
41790	STAPLES BUSINESS ADVANTAGE	09/03/2016	BOFA	OFFICE SUPPLIES-BUILDING DEF	82.97
19-812	DEPT. LA 1368	09/14/2016	N		0.00
	CHICAGO	09/03/2016	N	N	0.00
	IL 60696-3689	09/03/2016	N	0	0.00
	<Emailing Stub Disabled>	09/03/2016		3314142260	82.97
41791	STAPLES BUSINESS ADVANTAGE	09/03/2016	BOFA	CREDIT FOR INVOICE#331225550	-249.54
19-812	DEPT. LA 1368	09/14/2016	N		0.00
	CHICAGO	09/03/2016	N	N	0.00
	IL 60696-3689	09/03/2016	N	0	0.00
	<Emailing Stub Disabled>	09/03/2016		3314142258	-249.54
41792	STAPLES BUSINESS ADVANTAGE	09/14/2016	BOFA	OFFICE SUPPLIES - CITY HALL	249.54
19-812	DEPT. LA 1368	09/14/2016	N		0.00
	CHICAGO	09/14/2016	N	N	0.00
	IL 60696-3689	09/14/2016	N	0	0.00
	<Emailing Stub Disabled>	09/14/2016		3313207198	249.54
Vendor Total:					401.04
41793	TRAFFIC MANAGEMENT, INC	08/31/2016	BOFA	FOR STREET SIGNS	456.66
28-415	2435 LEMON AVE	09/14/2016	N		0.00
	SIGNAL HILL	08/31/2016	N	N	0.00
	CA 90755	08/31/2016	N	0	0.00
	<Emailing Stub Disabled>	08/31/2016		308183	456.66
Vendor Total:					456.66
41824	TRINITY SAFETY COMPANY-TSC	09/07/2016	BOFA	PPE WORKS @ HEIGHTS-PW'S	192.43
48-545	7501 MEANY AVE	09/15/2016	N		0.00
	BAKERSFIELD	09/07/2016	N	N	0.00
	CA 93308	09/07/2016	N	0	0.00
	<Emailing Stub Disabled>	09/07/2016		23472/1	192.43
41825	TRINITY SAFETY COMPANY-TSC	09/08/2016	BOFA	BUCKET TRUCK REPAIR	191.33
48-545	7501 MEANY AVE	09/15/2016	N		0.00
	BAKERSFIELD	09/08/2016	N	N	0.00
	CA 93308	09/08/2016	N	0	0.00
	<Emailing Stub Disabled>	09/08/2016		23516/1	191.33
Vendor Total:					383.76
41794	VERIZON WIRELESS A#64202330	08/28/2016	BOFA	A#642023305-00001	120.18
28-292	PO BOX 660108	09/14/2016	N	WIRELESS SVC. 7.29.16-8.28.16	0.00
	DALLAS	08/28/2016	N	N	0.00
	TX 75266-0108	08/28/2016	N	0	0.00
	<Emailing Stub Disabled>	08/28/2016		9771133700	120.18
Vendor Total:					120.18

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	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
41795	WILLIAMS CLEANING SYSTEMS	08/29/2016	BOFA	SPRAY PARK - PARTS FOR REPAI	678.96
48-548	6723 MEANY AVE	09/14/2016	N		0.00
	BAKERSFIELD	08/29/2016	N	N	0.00
	CA 93308	08/29/2016	0.00	N	0
	<Emailing Stub Disabled>	08/29/2016	602961		678.96
<b>Vendor Total:</b>					<b>678.96</b>

Total Invoices: 72

Grand Total:	120,606.01
Less Credit Memos:	-249.54
Net Total:	120,356.47
Less Hand Check Total:	0.00
Outstanding Invoice Total:	120,356.47

