



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

**TUESDAY OCTOBER 04, 2016 6:00p.m.
CITY HALL COUNCIL CHAMBERS
200 CAMPUS DRIVE, ARVIN**

CALL TO ORDER Mayor Jose Flores

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL	Jose Flores	Mayor
	Erika Madrigal	Mayor Pro Tem
	Jose Gurrola, Jr.	Councilmember
	Jess Ortiz	Councilmember
	Jazmin Robles	Councilmember

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.

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. Swearing In of New Police Officer, Kevin Archuleta
Cecilia Vela, City Clerk

4. CONSENT AGENDA ITEM(S)

- A.** Approval of Demand Register(s) of September 16, 2016 – September 29, 2016.
- B.** Approval of Payroll Register(s) of September 23, 2016.
- C.** Approval of the Minutes of the Regular Meeting of September 20, 2016.
- D.** Approval of Task Order No. 1618 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for Construction Management and Survey Services for the Sycamore Road Storm Drainage Improvement Project.
- E.** Approval A Resolution of the City Council of the City of Arvin Authorizing the Purchase of Four (4) 2017 Ford Explorer Police Vehicles from Jim Burke Ford and to Finance the Same. This Would Include Authorization for the City Manager to Enter Into An Agreement With Jim Burke Ford to Purchase the Vehicles in An Amount Not to Exceed \$122,917.12, and to Enter Into A Financing Agreement (Likely with Ford Credit), Subject to Approval As To Legal Form by the City Attorney.
- F.** Approval to Accept the Bid from West Coast Lights & Sirens; and Authorize the City Manager to Enter Into An Agreement with West Coast Lights & Sirens to Equip Four (4) 2017 Ford Explorer Police Vehicles In The Amount Not To Exceed \$45,474.78, Subject To Review and Approval By The City Attorney As To Legal Form.
- G.** Approval of A Resolution of the City Council of the City of Arvin Dispensing with the Public Bidding Requirement and Authorizing the Purchase of Police Vehicle Equipment by Motorola Inc. Based on the Single Vendor Exception; and Authorizing the Purchase of Graphics From Elite Signs and Graphics.

Staff recommends approval of Consent Agenda.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz _____ CM Robles _____ CM Gurrola _____ MPT Madrigal _____ Mayor Flores _____

5. ACTION ITEM(S)

- A. Consideration and Approval of A Resolution of the City Council of the City of Arvin Adopting an Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc. (City Manager)**

Staff recommends approval of the Resolution Adopting an Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz ____ CM Robles ____ CM Gurrola ____ MPT Madrigal ____ Mayor Flores ____

- B. Consideration and Approval of Task Authorization for an Amount Not to Exceed \$69,596.79 for the Arvin Wastewater Treatment Plant Screw Pump Recoating Project. (Dale Ducharme – Veolia Water)**

Staff recommends to approve the Task Authorization for an amount not to exceed \$69,596.79 for the Arvin Wastewater Treatment Plant Screw Pump Recoating Project and to authorize the City Manager to execute the Task Authorization.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz ____ CM Robles ____ CM Gurrola ____ MPT Madrigal ____ Mayor Flores ____

- C. Consideration and Approval of A Resolution of the City Council of the City of Arvin Rejecting All Bids for the Sycamore Road Storm Drainage Improvement Project. (City Engineer)**

Staff recommends that the City Council:

1. Approve the Resolution to reject all bids received for the construction of the Sycamore Road Storm Drainage Improvement Project as not being in the best interest of the City to award at this time, based on certain formalities required of the bid process.

2. Direct staff to readvertise the project.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz ____ CM Robles ____ CM Gurrola ____ MPT Madrigal ____ Mayor Flores ____

D. 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 \$31,823, and Amend the Construction Contract (Agreement No. 2016-11) with JTS Construction for the Reroofing of the Senior Center Building. (City Engineer)

Staff recommends that the City Council:

1. Approve the augmentation of the FY 16/17 budget by \$31,823 and authorize an increase in the FY16/17 construction budget not to exceed \$246,543 for a total project budget of \$281,823.00. The contingency amount is not guaranteed to the contractor and will be returned to the General Fund if after construction the funds are not needed.
2. Approve the increase of the JTS Construction contract (Agreement Number 2016-11) by \$13,766.08 amending the contract price to \$237,896.08.
3. Authorize the Mayor or City Manager to sign any change order agreements with JTS Construction subject to review and approval of the City Attorney as to legal form.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz ____ CM Robles ____ CM Gurrola ____ MPT Madrigal ____ Mayor Flores ____

E. Consideration and Approval of Task Order No. 1624 Pursuant to the City Engineering Services Agreement #2013-32 between Quad Knopf, Inc. and the City of Arvin for Additional Compensation to QK, Inc. for Construction Management Services to Allow for the Completion and Close Out of the Arvin Community Center (Formally the Senior Center) Improvements Project.

Staff recommends approval of Task Order No. 1624.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz ____ CM Robles ____ CM Gurrola ____ MPT Madrigal ____ Mayor Flores ____

F. Consideration and Approval of Multi-Trades Technician Job Description and Related Step Schedule Rate. (City Manager)

Staff recommends that the City Council:

1. Approve the new job description and corresponding Step Schedule level and authorize the Finance Director to post the Step Schedule on the City website.
2. Approve the Side Letter Agreement between the City of Arvin and Local 521 of Service Employees International Union (SEIU) outlining the options provided to current employees.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz ____ CM Robles ____ CM Gurrola ____ MPT Madrigal ____ Mayor Flores ____

- G. Consideration and Approval of A Resolution of the City Council of the City of Arvin Requesting and Authorizing An Application For, and the Initiation of, A Sphere of Influence Amendment. (Community Development Director)**

Staff recommends approval of Resolution.

Motion _____ Second _____ Vote _____

Roll Call: CM Ortiz ____ CM Robles ____ CM Gurrola ____ MPT Madrigal ____ Mayor Flores ____

6. DISCUSSION ITEM(S)

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

7. STAFF REPORTS

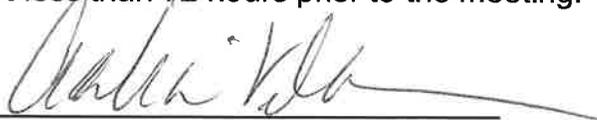
8. COUNCIL MEMBER COMMENTS

9. CLOSED SESSION ITEM(S)

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Pursuant to Government Code, § 54956.9(d)(1)
Cecilia Vela v. City of Arvin (SEIU Case 74626)

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 29, 2016.



Cecilia Vela, City Clerk

REGULAR MEETING MINUTES

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

SEPTEMBER 20, 2016

CALL TO ORDER @ 6:04PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: All present.

1. Approval of Agenda as To Form.

Motion to approve Agenda with the following changes:

- Presentation Item 3A to be presented after Public Hearing Item 5B or earlier dependent on the time of arrival of Presenter.
- Removal of Presentation Item 3D.
- Discussion Item 7B to be discussed before Public Hearing Item 5A.

Motion CM Gurrola Second Mayor Flores Vote 5-0

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.)

NONE

3. PRESENTATION(S)

- A. Financial Statement FY 2014-2015
Kenneth Pun, Managing Partner – The Pun Group

Above Presentation Item 3A was presented prior to Public Hearing Item 5A.

- B. Recognition to Mr. Donald Burkett
Mayor Flores

- C. Presentation of Local Youth Programs
Barry Hill, Executive Director – Boys & Girls Club

Above Presentation Item 3C was removed from the agenda.

- D. Solar Energy Presentation
Beth Briere - Tesla Energy

Above Presentation Item 3D was removed from the agenda.

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.

Agreement No. 2016-28

- 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 to pull Consent Agenda Item 4A from Consent Agenda for discussion and approve Consent Agenda Items 4B – 4G.

Motion CM Gurrola Second MPT Madrigal Vote 5-0

Motion to approve Consent Agenda Item 4A.

Motion CM Robles Second Mayor Flores Vote 5-0

DISCUSSION ITEM 7B CONSIDERED AND PUBLIC COMMENTS RECEIVED AT THIS TIME.

PRESENTATION ITEM 3A REGARDING FINANCIAL STATEMENT FY 2014-2015 PRESENTED AT THIS TIME.

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.

Hearing opened.

No public testimony.

Hearing closed.

Motion to waive second reading and approve the adoption of the Ordinance.

Motion CM Gurrola Second MPT Madrigal Vote 5-0

Ordinance No. 434

- 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.

Hearing opened.

No public testimony.

Hearing closed.

Motion to waive second reading and approve the adoption of the ordinance.

Motion CM Gurrola Second MPT Madrigal Vote 5-0

Ordinance No. 435

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 to approve the Resolution augmenting the FY 16/17 budget and authorizing an increase of the construction budget by \$100,000 from contribution received from Price Disposal.

Motion Mayor Flores Second CM Robles Vote 5-0

Resolution No. 2016-63

Agreement No. 2016-29

- 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 to approve Resolution.

Motion Mayor Flores Second CM Gurrola Vote 5-0

Resolution No. 2016-64

Agreement No. 2016-30

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

Staff recommends consideration and direction from Council.

No motion and no action taken on Action Item 6C.

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)**

Above Discussion Item 7B discussed after Consent Agenda Item 4G.

8. STAFF REPORTS

9. COUNCIL MEMBER COMMENTS

10. ADJOURNED @ 10:30PM

Respectfully Submitted,

Cecilia Vela, City Clerk

DRAFT

DATE OF REQUEST: October 4, 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 5th, 2013.

1. Project Description and Location:
Construction support and survey services to effect the installation of a new drainage facilities along Sycamore and other roads as described in Attachment A.
2. Scope of Service Required:
Construction management and survey services required for this project is described in attachment A.
3. Expected Results and Deliverables:
Construction management documents, submittals, as-built documents and project records for the proposed improvements as described in Attachment A.
4. Period of Performance (Time Frame):
Period of performance will be from approximately July of 2016 through December of 2016 and is contingent upon Contractor performance, City approvals and directions and final close out of the construction punch list.
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 \$291,829.00 (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 – Sycamore Drainage CM and Survey Services

Project Understanding

In 2014 the Kern Water Bank Authority awarded the City of Arvin a Proposition 84 Integrated Regional Water Management Grant. The selected project included new storm drain facilities along Sycamore Road west of Meyer Street along Sycamore westerly to the intersection of Sycamore and Comanche Drive where the new underground facilities route southerly to a proposed new drainage basin near the existing City of Arvin Wastewater Treatment Facility. For the design, a contract was entered into between the City and Provost and Pritchard (P&P), and task order 1415 was approved to allow QK Inc. to provide project oversight with P&P, the City, and other project proponents, stakeholders, and authorities having jurisdiction.

At this time, contingent on the finalization of the plans by P&P and approval from the City, the City plans to advertise the project for bid in late July with a possible award of a construction contract in September, and construction to follow for a period of approximately 150 calendar days.

Proposed Scope of Work

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

Phase 1: BID SERVICES

P&P will initiate and handle most of the bid phase services for this project. However, as the City Engineer's, QK Inc. anticipates needing to maintain a coordination role with regard to the advertisement, RFI process, addenda coordination, bid evaluations and notices of award.

Due to the length of time that this project has taken beyond the initial expected bid date, QK Inc. has also continued to work with P&P and the City to get this project ready to go to bid. As such QK Inc. has expended efforts beyond the original scope of services and period of performance under original task order 1415, and it is proposed to account for these additional services under the bid services phase as an ongoing project coordination task.

As a part of this phase QK Inc. will also participate in a pre-bid conference chaired by P&P.

PHASE 2: PRE-CONSTRUCTION SERVICES

Following the execution of the contracts by the City with the contractor, QK Inc. will do the following prior to the start of construction activities:

- ◆ Prepare for construction by reviewing the Contract Documents, perform internal team kickoff meetings, review the City's Quality Assurance Plan, and coordinate with the City's materials testing lab,
- ◆ Prepare for and chair the Preconstruction Meeting with the City and Contractor,
- ◆ Review and process the Contractor's pre-construction submittals (Safety Manual, SWPPP, Quality Control plan, Traffic Control Plans, Shoring and Bracing Plan),
- ◆ On behalf of the City, issue the Notice to Proceed to the Contractor.

PHASE 3: CONSTRUCTION MANAGEMENT SERVICES

Our Construction Management Team is familiar with the City's QAP, and will perform all work in conformance with the approved QAP and construction documents.

During the course of construction Quad Knopf will perform construction management and field services in the following ways:

- ◆ Review and process contractor's construction submittals (construction schedule),
- ◆ Manage responses to contractor's requests for information (approximately 50 anticipated),
- ◆ Manage responses to contractor's project submittals (approximately 12 anticipated),
- ◆ Review and recommend payment on contractor's progress payment requests (approximately 5 anticipated),
- ◆ Daily Construction observation, including daily reports and project photos,
- ◆ Construction Contract administration,
- ◆ Weekly on-site visits for progress meetings with the Contractor and progress review,
- ◆ Change Order management, review and processing,
- ◆ Labor Compliance review, reporting and employee interviews,
- ◆ Punch-list visit and review prior to completion.

PHASE 4: MATERIALS AND COMPACTION TESTING (ACCEPTANCE TESTING)

A sub-consultant will provide the construction materials and compaction testing (Acceptance Testing) in accordance with the project specifications and the City's QAP. The scope of services will consist of the following:

- ◆ Compaction testing – Subgrade Soil and Aggregate Base;
- ◆ Asphalt Concrete sampling, if required – at the site and plant, during asphalt concrete paving operations;
- ◆ Associated laboratory testing; and
- ◆ Report summarizing the test results.

PHASE 5: CONSTRUCTION STAKING

QK Inc. will provide construction staking throughout the project, and will coordinate with the contractor to lay out the proposed improvements consistent with the plans and specifications.

PHASE 6: ENVIRONMENTAL COMPLIANCE

QK Inc. will provide environmental compliance as required by the Notice of Exemption prepared for the project.

PHASE 7: CLOSEOUT SERVICES

At the completion of the project QK Inc. will gather necessary documents from the Contractor and disseminate to the city as appropriate. The services provided under this task are shown below:

- ◆ Prepare final balancing change order,
- ◆ Review final payment request and request for release of retention,
- ◆ Prepare Notice of Completion to Contractor,
- ◆ Prepare Record Drawings (aka As-Built drawings), submit on 24" x 36" stamped and signed, also in pdf format,
- ◆ Provide digital closeout documentation to City including construction correspondences such as RFIs, Submittals, and Change orders. Also provide record drawings, Operations and Maintenance manuals, warranty, and lien release information.

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.

Walnut Street Project	
Total Time and Materials Not to Exceed	\$291,829.00



2014-2015 PROJECT SHEET

Proj. #: A140255

Project: Sycamore Drainage Project

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
Design and Engineering (P&P)		\$333,923					\$333,923
Grant Administration		\$50,186					\$50,186
Engineering Change order (P&P)			\$15,800				\$15,800
Construction Management			\$291,829				\$291,829
Construction Money Available for award			\$2,878,456				\$2,878,456
Construction Contingency (10%)			\$287,846				\$287,846
							\$0
							\$0
TOTAL COST	\$0	\$384,109	\$3,473,931	\$0	\$0	\$0	\$3,858,040

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
IRWM Grant		\$321,352	\$3,473,931				\$3,795,283
City Match		\$62,757					\$62,757
							\$0
							\$0
TOTAL FUNDING SOURCES	\$0	\$384,109	\$3,473,931	\$0	\$0	\$0	\$3,858,040

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

Drainage improvements along Sycamore Road in the south side of Arvin. Improvements include new drainage inlets, pipe, and a drainage basin.

2. Describe the project status and completed work.

Provost and Pritchard have designed all improvements to date. Project will be rebid.

3. Describe any anticipated grants related to the project.

Integrated Regional Water Management Grant funds a majority of 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 Area





**CITY OF ARVIN
Staff Report**

Meeting Date: October 4, 2016

TO:	Arvin City Council
FROM:	Jerry Breckinridge, Chief of Police Alfonso Noyola, City Manager
SUBJECT:	Consideration and Approval of a Resolution Authorizing the Purchase Four (4) 2017 Ford Explorer Police Vehicles and Financing of the Same

BACKGROUND:

This matter is before the Council to award the purchase of 4 police vehicles, subject to approval of financing, and authorizing staff to take all necessary steps to complete the same.

On September 9, 2016 the Police Department issued a Request for Proposal (RFP) to purchase four (4) 2017 Ford Explorer police vehicles. The RFP specifically solicited proposals for three (3) patrol vehicles and one (1) administrative vehicle.

On September 26, 2016 at 5:00 pm, sealed bids were opened by the City Clerk at the Arvin City Hall. Results of the bids are as follows:

Keiffe and Sons Ford, Mohave	\$122,487.79	(deemed non-responsive)
Jim Burke Ford, Bakersfield	\$122,917.12	
National Auto Fleet Group, Watsonville	\$129,128.02	

Although Keiffe and Sons was the lowest bidder, this vendor did not meet the specifications provided by the police department. The police department specifically stated the doors and roof of the patrol vehicles were to be painted white by the vendor; Keiffe and Sons' bid included "wrapped" white doors and roof. This deviation is material to the extent that the bid is not in substantial accord with the RFP. A Notice of Non-Responsive Bid was sent Keiffe and Sons (see attached).

The next lowest bid was submitted by Jim Burke Ford of Bakersfield and met all of the specification requirements.

Rather than pay the entire amount up front, staff are proposing to finance the purchases through a company such as Ford Credit. The financing is anticipated to be secured against the vehicles in the form of a lien. Once the final payment has been made, the liens will be removed. Regardless of the exact financing mechanism used (outright financing or lease-purchase), the City will own the vehicles outright upon final payment.

FINANCIAL IMPACT:

The 2016/2017 Adopted Budget includes funds to purchase these vehicles under a financing/purchase agreement.

RECOMMENDATION:

Staff recommends approval of Resolution to authorize the purchase of four 2017 Ford Explorer Police Vehicles from Jim Burke Ford and to finance the same. This would include authorization for the City Manager to enter into an agreement with Jim Burke Ford to purchase the vehicles in an amount not to exceed \$122, 917.12, and to enter into a financing agreement (likely with Ford Credit), subject to approval as to legal form by the City Attorney.

ATTACHMENTS:

1. Resolution Authorizing the Purchase Four (4) 2017 Ford Explorer Police Vehicles and Financing of the Same.
2. Bid received from Jim Burke Ford, Bakersfield
3. Notice of Non-Responsive Bid.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, AUTHORIZING THE PURCHASE FOUR (4) 2017 FORD EXPLORER POLICE VEHICLES AND FINANCING OF THE SAME

WHEREAS, the City of Arvin desires to maintain its policing service levels for the protection of the public health, safety and welfare; and

WHEREAS, in furtherance of that effort, on September 9, 2016 the City issued a Request for Proposal (RFP) to purchase four (4) 2017 Ford Explorer police vehicles, consisting of three (3) patrol vehicles and one (1) administrative vehicle; and

WHEREAS, on September 26, 2016 at 5:00 pm, three sealed bids had been received and were opened by the City Clerk at the Arvin City Hall, in the total bid amounts as follows:

Keiffe and Sons Ford, Mohave	\$122,487.79
Jim Burke Ford, Bakersfield	\$122,917.12
National Auto Fleet Group, Watsonville	\$129,128.02

; and

WHEREAS, the RFP Specifications required that the vehicles with doors and roof of the patrol vehicles were to be painted white by the vendor; specifically that "GI Shadow Black Color (Four Painted White Doors and Top, See Attached Photos," and

WHEREAS, Kieffe and Sons Ford did not respond with a bid for white paint, but instead provided for a white wrap as follows "YZ, Police White, 59B," and

WHEREAS, City staff confirmed with Keiffe and Sons Ford the bid provided was for a white wrap instead of white paint; and

WHEREAS, this discrepancy is not inconsequential. Painting costs more than wrapping, and accepting this bid would give Kieffe and Sons Ford an advantage over others who submitted bids in compliance with the RFP Specifications; and

WHEREAS, the City of Arvin has the discretion to determine responsiveness and may demand strict compliance with the bid specifications; and

WHEREAS, on September 27, 2016, the City send a Notice of Non-Responsive Bid Regarding 2017 Ford Explorer Vehicles to Keiffe and Sons Ford noting that the bid was non-responsive and providing an opportunity to protest the same; and

WHEREAS, Staff have examined Jim Burke Ford and its bid response, and found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and

WHEREAS, the City desires to finance this purchase to spread payments over time, whether through outright financing or a lease-purchase or similar arrangement, with the City owning the vehicles outright when the last payment has been made; and

WHEREAS, the City desires to enter into an agreement with Jim Burke Ford, subject to obtaining financing, in a total amount not to exceed \$122,917.12; and

WHEREAS, the City has provided opportunity for public comment on this matter, and has considered all evidence, testimony and documents in the record.

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

1. The recitals above are true and correct and incorporated by this reference.
2. The City Council rejects the bid by Kieffe and Sons Ford as non-responsive for all the reasons stated herein and included in the record.
3. The City Council further finds that Jim Burke Ford is the lowest qualified responsive and responsible bidder.
4. The City Council of the City of Arvin does hereby accept the bids received as noted above and awards and authorizes staff to enter into an agreement with Jim Burke Ford in amount not to exceed \$122,917.12. Said award shall be contingent upon obtaining suitable financing, such as from Ford Credit, to allow payments to be made over time in a total amount not to exceed \$122,917.12, and such that the City will own the vehicles without any encumbrances upon the final payment. Said agreement(s) with Jim Burke Ford and any financing company shall be reviewed and approved as to legal form by the City Attorney, and the Mayor or City Manager are authorized to execute said agreements on behalf of the City of Arvin.
5. This Resolution shall immediately take effect upon passage.

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I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Arvin City Council at a regular meeting held on the 04th day of October, 2016, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:

CECILIA VELA, City Clerk

ARVIN CITY COUNCIL

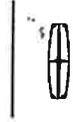
By: _____
JOSE FLORES, Mayor

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 Resolution passed and
adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

J I M B U R K E



LINCOLN

BUILDING LASTING RELATIONSHIPS

September 26, 2016

City of Arvin Police Department
200 Campus Dr.
Arvin, CA 93203

Attn: Lt. Olan R. Armstrong
Ref: Police Utility Interceptor

Per your Bid request and specifications, pricing for the 2017 Police Utility Interceptor and Police Utility Administration Package is as follows:

PATROL UNITS

CHIEF'S UNIT

PRICE:	\$26,775.37	\$32,502.37
DOC FEE:	\$ 80.00	\$ 80.00
SALES TAX:	\$ 2,282.71 (8.5%)	\$ 2,769.51
FILING FEE:	\$ 29.00	\$ 29.00
TIRE FEE:	\$ 8.75	\$ 8.75
TOTAL	<u>\$29,175.83</u> (3) \$87,527.49	<u>\$35,389.63</u>

4 UNITS TOTAL: \$122,917.12

Submitted by:

Vicki LaMont

Government Sales 661-328-3640 (direct line)

J I M B U R K E



LINCOLN

BUILDING LASTING RELATIONSHIPS

JIM BURKE FORD REFERENCES:

CITY OF BAKERSFIELD
1600 Truxtun Ave
Bakersfield, CA 93301

Miguel Raya – Supervisor Police Facility - 661-326-3887

COUNTY OF KERN
1115 Truxtun Ave
Bakersfield, CA 93301

Dennis Bolender – Fleet Services 661-868-6908

CITY OF SHAFTER - POLICE DEPT.
201 Central Valley Hwy.
Shafter, CA 93263

Phil Yoshikawa - Senior Officer Fleet Coordinator 661-746-8500

HABERFELD FORD DBA JIM BURKE FORD HAS BEEN IN BUSINESS SINCE 1913.

IT CURRENTLY HAS 2 LOCATIONS: 2001 OAK ST. BAKERSFIELD, CA 93301 (FORD)

5300 GASOLINE ALLEY, BAKERSFIELD (FORD AND LINCOLN)

IT EMPLOYS APPROXIMATELY 300 PEOPLE AND IS A FULL SERVICE DEALERSHIP.

- **Administration Vehicle**

- Vehicle Make- Ford - *YES*
- K8A Explorer Utility 112.6" WB, 4 Door AWD Police - *YES*
- 99T 3.5 V6 Ecoboost - *YES*
- 44C 6 speed Auto Tran - *YES*
- G1 Shadow Black Color - *YES*
- 500A Equipment Group with Prem Single CD - *YES*
- F Cloth Bucket Seats/RR - *YES*
- W Interior Ebony Black - *YES*
- 53M Sunc System - *YES*
- 16D Badge Delete - *YES*
- 17A Aux Climate Control - *YES*
- 17T Cargo Dome Lamp - *YES*
- 19L Easy Fuel with Lock Cap - *YES*
- 422 California Emissions - *YES*
- 43L Silent Mode - *YES*
- 47A Engine Idle - *YES*
- 52B PTU Cooler - *YES*
- 55B Blind Spot Info - *YES*
- 593 Anti-Theft - *YES*
- 595 Keyless 2 FOBS - *YES*
- 60R Noise Suppress - *YES*
- 65U Interior Upgrade Package, Floor Carpet - *YES*
- 76D Deflector Plate - *YES*
- 76R Reverse Sensing - *YES*
- 85D Front Consul Mount Delete - *YES*
- 86L Auto Headlamp - *YES*
- 86P Front Lamp Housing - *YES*
- 942 Daytime Running Lamps - *YES*
- 153 Front License Plate Bracket - *YES*

- **3 Patrol Vehicles**

- Vehicle Make- Ford - *YES*
- K8A Explorer Utility 112.6" WB, 4 Door AWD Police - *YES*
- 99R 3.7 V6 TIVCT - *YES*
- 44C 6 speed Auto Tran - *YES*
- G1 Shadow Black Color (Four Painted White Doors and Top, See Attached - *YES*
Photos for example)
- 500A Equipment Group with Prem Single CD - *YES*
- 9 Cloth Bucket Seats/Vinyl Rear - *YES*
- W Interior Ebony Black - *YES*
- 52P Door Lock Plungers - *YES*
- 17T Cargo Dome Lamp - *YES*
- 19L Easy Fuel with Lock Cap - *YES*

City of Arvin, CA

RFP – 2017 Ford Explorer Utility Vehicles (pursuit rated)

- 422 California Emissions -*YES*
- 43L Silent Mode -*YES*
- 47A Engine Idle -*YES*
- 51S Dual LED Spot Lamps -*YES*
- 59B Key Code B (1284X) -*YES*
- 75R Reverse Sensing - *YES*
- 86L Auto Headlamp - *YES*
- 86P Front Lamp Housing -*YES*
- 87R Rear View Mirror/Cam -*YES*
- 942 Daytime Running Lamps -*YES*

Notes:

All vehicle and up fit equipment will be through a Lease/Purchase agreement with Ford Credit, Municipal Finance Department, 1 American Road, MD 7500, Dearborn, Michigan 48125.



ARVIN POLICE DEPARTMENT

200 Campus Drive, Arvin, California 93203



September 27, 2016

Bill Willingham
Kieffe and Son's Ford
16400 Sierra Hwy
Mojave, CA 93501

RE: Notice of Non-Responsive Bid Regarding 2017 Ford Explorer Utility Vehicles

Mr. Willingham:

Thank you for participating in the RFP regarding the 2017 Ford Explorer Utility Vehicles. This letter is to provide you with notice that Kieffe and Son's bid regarding the Project does not comply with the Detailed RFP Specifications regarding providing the vehicles with doors and roofs painted (not wrapped) white. Specifically, the Detailed RFP Specifications require: "G1 Shadow Black Color (Four Painted White Doors and Top, See Attached)". Photos were attached to the RFP. However, the Kieffe and Son's bid packet provide a bid for: "YZ, Police White, 59B", which, based on a conversation with you, provides for a white "wrap" rather than paint.

Unfortunately, this discrepancy is not inconsequential. Painting costs more than wrapping, and accepting this bid would give Kieffe and Son's an advantage over others who submitted bids in compliance with the Detailed RFP Specifications. Additionally, the City of Arvin has the discretion to determine responsiveness and may demand strict compliance with the bid specifications. (*Taylor Bus. Ser., Inc., v. San Diego Bd. of Educ.* (1987) 195 Cal.App.3d 1331, 1343.) For these reasons, the Arvin Police Department plans to recommend the City Council find that Kieffe and Son's bid is nonresponsive, and to instead award the bid to the next lowest and responsive bidder, Jim Burke Ford.

The City has scheduled the award of the contract for this Project for October 4, 2016, at its regular meeting set for 6:00 p.m. at City Hall, 200 Campus Drive, Arvin. Should you desire to further protest these findings, you may be heard by the City Council during the public comment period.

If you have further questions about this matter, please do not hesitate to contact me. As always, we thank you for your participation in this bid, and we continue to encourage Kieffe and Son's to participate in future opportunities within the City of Arvin.

Regards,

Jerry Breckinridge
Chief of Police

Attachments: Detailed RFP Specifications

P.O. Box 156 Police Department 661/854-5583 - Fax 661/854-0421
Richard "Jerry" Breckinridge, Chief of Police

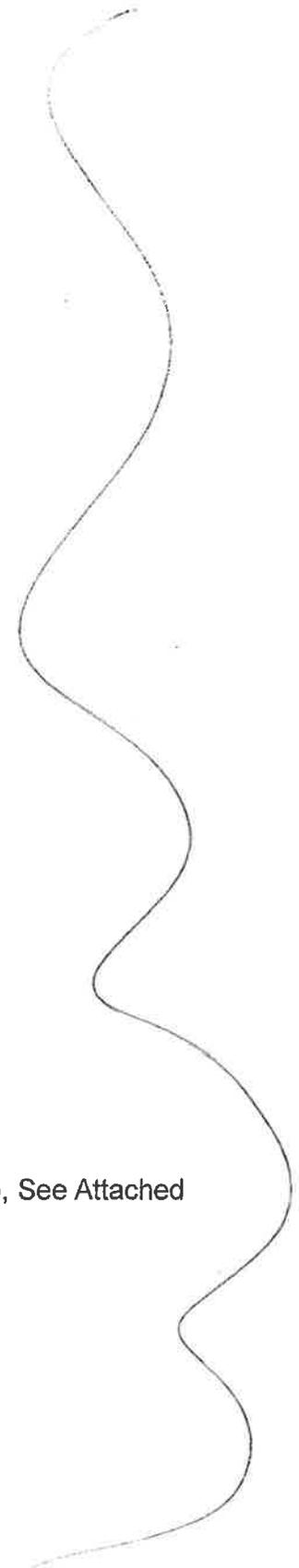
AS SPECIFIED

- **Administration Vehicle**

- Vehicle Make- Ford
- K8A Explorer Utility 112.6" WB, 4 Door AWD Police
- 99T 3.5 V6 Ecoboost
- 44C 6 speed Auto Tran
- G1 Shadow Black Color
- 500A Equipment Group with Prem Single CD
- F Cloth Bucket Seats/RR
- W Interior Ebony Black
- 53M Sunc System
- 16D Badge Delete
- 17A Aux Climate Control
- 17T Cargo Dome Lamp
- 19L Easy Fuel with Lock Cap
- 422 California Emissions
- 43L Silent Mode
- 47A Engine Idle
- 52B PTU Cooler
- 55B Blind Spot Info
- 593 Anti-Theft
- 595 Keyless 2 FOBS
- 60R Noise Suppress
- 65U Interior Upgrade Package, Floor Carpet
- 76D Deflector Plate
- 76R Reverse Sensing
- 85D Front Consul Mount Delete
- 86L Auto Headlamp
- 86P Front Lamp Housing
- 942 Daytime Running Lamps
- 153 Front License Plate Bracket

- **3 Patrol Vehicles**

- Vehicle Make- Ford
- K8A Explorer Utility 112.6" WB, 4 Door AWD Police
- 99R 3.7 V6 TIVCT
- 44C 6 speed Auto Tran
- G1 Shadow Black Color (Four Painted White Doors and Top, See Attached Photos for example)
- 500A Equipment Group with Prem Single CD
- 9 Cloth Bucket Seats/Vinyl Rear
- W Interior Ebony Black
- 52P Door Lock Plungers
- 17T Cargo Dome Lamp
- 19L Easy Fuel with Lock Cap





**CITY OF ARVIN
Staff Report**

Meeting Date: October 4, 2016

TO: Arvin City Council
FROM: Jerry Breckinridge, Chief of Police Alfonso Noyola, City Manager
SUBJECT: Award Bid to West Coast Lights & Sirens, Inc., to Equip Four (4) Police Vehicles with Emergency Equipment

BACKGROUND:

On September 9, 2016 the Police Department issued a Request for Proposal (RFP) to equip four (4) 2017 Ford Explorer police vehicles. The RFP specifically solicited proposals to equip three (3) patrol vehicles and one (1) administrative vehicle.

On September 26, 2016 at 5:00 pm, sealed bids were opened by the City Clerk at the Arvin City Hall. The only bid received as a result of this RFP came from West Coast Lights & Sirens, Inc., Riverside, CA. The bid amount was \$45,474.78.

West Coast Lights & Sirens has equipped Arvin PD vehicles in the past and has custom-designed computer mounting hardware for Arvin PD's mobile computers. It is the lowest responsive and responsible bidder.

FINANCIAL IMPACT:

The 2016/2017 Adopted Budget includes funds to purchase and equip these vehicles..

RECOMMENDATION:

Staff recommends as follows:

1. Accept the bid from West Coast Lights & Sirens; and
2. Authorize the City Manager to enter into an agreement with West Coast Lights & Sirens to equip four (4) 2017 Ford Explorer police vehicles in an amount not to exceed \$45,474.78, subject to review and approval by the City Attorney as to legal form.

ATTACHMENTS:

None.



**CITY OF ARVIN
Staff Report**

Meeting Date: October 4, 2016

TO: Arvin City Council
FROM: Jerry Breckinridge, Chief of Police
Alfonso Noyola, City Manager
SUBJECT: Consideration and Adoption of A Resolution i) Dispensing With The Public Bidding Requirement And Authorizing the Purchase of Police Radio Equipment by Motorola Inc. Based on the Single Vendor Exception; and ii) Authorizing the Purchase of Graphics from Elite Signs and Graphics

BACKGROUND:

The Police Department is in the process of purchasing four police vehicles that will need to be equipped with upgraded, dual-band radios, and have graphics/detailing put on them to identify them as police vehicles.

The dual-band radios will address communication compatibility concerns the department is currently experiencing. With a single-band radio, police officers are unable to communicate with public safety entities that operate on a different communications band. These new radios will expand communication capabilities and eliminate incompatibility issues. The cost for four radios is \$20,288.30.

Motorola, more specifically, SC Communications, Inc., has been the primary supplier of the department's police radio equipment due to SC Communications, Inc. being the only company authorized to sell and service Motorola equipment in this region. In an effort to maintain consistency and remain with equipment that has proven to be reliable and compliant with FCC requirements, the department would like to designate SC Communications, Inc. a sole source vendor and continue to purchase Motorola equipment from SC Communications, Inc. The police department is requesting sole source designation for the following reasons:

- Maintain continuity in the department's communication system ensure officer safety and operational ease.
- Maintain consistency as it pertains to warranty and service.
- Maintain standard equipment in all vehicles. Uniformity streamlines operations, reduces training for use, and minimizes adverse impacts potentially arising from having to switch between multiple radio operating platforms during emergency situations.
- SC Communications, Inc. is the only company authorized to sell and service Motorola equipment in this region.

With regards to the required graphics (decals, etc.) to identify the police vehicles, Elite Signs and Graphics has provided an estimate of \$1,519 to applying the necessary graphics.

FINANCIAL IMPACT:

The 2016/2017 Adopted Budget includes funds to purchase radios and graphics for four police vehicles.

RECOMMENDATION:

Approve the Resolution i) dispensing with the public bidding requirement and authorizing the purchase of police radio equipment by Motorola Inc. based on the single vendor exception; and ii) authorizing the purchase of graphics from Elite Signs and Graphics.

ATTACHMENTS:

1. Quotes received from Motorola/SC Communications, Inc.
2. Resolution i) Dispensing With The Public Bidding Requirement And Authorizing the Purchase of Police Radio Equipment by Motorola Inc. Based on the Single Vendor Exception; and ii) Authorizing the Purchase of Graphics from Elite Signs and Graphics.



MOTOROLA

c/o SC COMMUNICATIONS, INC.

Date: **Sep. 29, 2016**

Customer Connection Quotation 5303 WOODMERE DR., BAKERSFIELD, CA 9331 Quote #: **081816APX7500HH**

Prepared By: **Jamie Hastings** Phone: **661.831.0191** Fax: **661.831.0587** CUSTOMER #:

PREPARED FOR: Lt. Armstrong	Bill To Same	Ship to Same
COMPANY: City of Arvin-Police Dept	Address:	Address:
PHONE:		
FAX:		

E-Mail Address: skip@sc-comm.com

Equipment Details and Pricing

<u>LINE</u>	<u>Qty.</u>	<u>Model</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	1	M30TSS9PW1AN	APX7500 Mobile Radio, R2 1250 Channels	\$2,052.00	\$2,052.00
2	1	GA00341AA	ADD: UHF Range 2 Primary Band	\$0.00	\$0.00
3	1	GA00308AA	ADD: VHF Secondary Band	\$300.00	\$300.00
4	1	Q806BK	Astro Digital CAI Operation	\$386.25	\$386.25
5	1	G48BB	Conventional Operation	\$600.00	\$600.00
6	1	G72AD	APX 03 Handheld Control Head	\$709.50	\$709.50
7	1	G67CA	Remote Mount	\$222.75	\$222.75
8	1	G90AC	ADD: No Microphone	\$0.00	\$0.00
9	1	B18CR	Auxiliary Speaker 7.5 Watts	\$45.00	\$45.00
10	1	GA00579AA	Enable Dual Band Operation	\$450.00	\$450.00
11	1	G444AE	Control Head Software	\$0.00	\$0.00
12	1	G78AR	ENH: 3 Year Repair Service Advantage	\$158.00	\$158.00

UHF/VHF - DUAL BAND APX7500 Mobile Radio

SALES TAX
SHIPPING UPS Ground

\$357.41
61.54

EQUIPMENT TOTAL
Labor

\$4,923.50

QUOTE PAGE TOTAL

\$5,342.45

THIS QUOTE IS BASED ON THE FOLLOWING:

- This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, SC Communications, Inc. will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged. Thank you for your consideration of Motorola products.
 - Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
 - Purchaser will be responsible for shipping costs, which will be added to the invoice.
 - Prices quoted are valid for thirty(30) days from the date of this quote.
 - Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.
- MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SC COMMUNICATION'S INC. TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL SC COMMUNICATIONS, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**



c/o SC COMMUNICATIONS, INC.

Date: Sep. 29, 2016

Customer Connection Quotation 5303 WOODMERE DR., BAKERSFIELD, CA 9331 Quote #: 081816APX7500

Prepared By: Jamie Hastings Phone: 661.831.0191 Fax: 661.831.0587 CUSTOMER #:

PREPARED FOR: Lt. Armstrong	Bill To Same	Ship to Same
COMPANY: City of Arvin-Police Dept	Address:	Address:
PHONE:		
FAX:		

E-Mail Address: skip@sc-comm.com

Equipment Details and Pricing

LINE	Qty.	Model	Description	Unit Price	Total Price
<u>UHFVHF - DUAL BAND APX7500 Mobile Radio</u>					
1	1	M30TSS9PW1AN	APX7500 Mobile Radio, R2 1250 Channels	\$2,052.00	\$2,052.00
2	1	GA00341AA	ADD: UHF Range 2 Primary Band	\$0.00	\$0.00
3	1	GA00308AA	ADD: VHF Secondary Band	\$300.00	\$300.00
4	1	Q806BK	Astro Digital CAI Operation	\$386.25	\$386.25
5	1	G48BB	Conventional Operation	\$600.00	\$600.00
6	1	G442AJ	APX 05 Control Head	\$324.00	\$324.00
7	1	G67CA	Remote Mount	\$222.75	\$222.75
8	1	W22BA	ADD: Palm Microphone	\$54.00	\$54.00
9	1	B18CR	Auxiliary Speaker 7.5 Watts	\$45.00	\$45.00
10	1	GA00579AA	Enable Dual Band Operation	\$450.00	\$450.00
11	1	G444AE	Control Head Software	\$0.00	\$0.00
12	1	G78AR	ENH: 3 Year Repair Service Advantage	\$158.00	\$158.00

SALES TAX
SHIPPING UPS Ground

\$332.55
57.40

EQUIPMENT TOTAL
Labor

\$4,592.00

QUOTE PAGE TOTAL
\$4,981.95

THIS QUOTE IS BASED ON THE FOLLOWING:

- This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, SC Communications, Inc. will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged. Thank you for your consideration of Motorola products.
 - Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
 - Purchaser will be responsible for shipping costs, which will be added to the invoice.
 - Prices quoted are valid for thirty(30) days from the date of this quote.
 - Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.
- MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SC COMMUNICATIONS, INC. TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL SC COMMUNICATIONS, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN i) DISPENSING WITH THE PUBLIC BIDDING REQUIREMENT AND AUTHORIZING THE PURCHASE OF POLICE RADIO EQUIPMENT BY MOTOROLA INC. BASED ON THE SINGLE VENDOR EXCEPTION; AND ii) AUTHORIZING THE PURCHASE OF GRAPHICS FROM ELITE SIGNS AND GRAPHICS

WHEREAS, the City Council of the City of Arvin has approved the purchase of four vehicles for the Arvin Police Department and certain equipment (lights, etc.); and

WHEREAS, such vehicles do not come equipped with the proper radio equipment necessary to function as police vehicles or graphics necessary to properly identify the vehicles; and

WHEREAS, Government Code section 54201 requires local agencies to adopt procedures for the acquisition of supplies and equipment; and

WHEREAS, Chapter 3.08 of the Arvin Municipal Code contains rules and regulations regarding the purchase of equipment and supplies for city departments; and

WHEREAS, Chapter 3.08 of the Arvin Municipal generally requires that purchases of supplies and equipment in excess of five-thousand dollars (\$5,000.00) shall be subject to a formal public bidding process; and

WHEREAS, Chapter 3.08.070 of the Arvin Municipal Code provides that the public bidding requirement may be dispensed with when the service, material, or group of commodities can be obtained from only one vendor; and

WHEREAS, Motorola radio equipment will enable the Arvin Police Department to further complete its radio system with compatible equipment, as required by FCC, which service includes materials; and

WHEREAS, Motorola radio equipment is the only equipment that will i) maintain continuity in the Police Department's communication system ensure officer safety and operational ease; ii) maintain consistency as it pertains to warranty and service; and iii) provide standard equipment in all vehicles to maintain uniformity in operation, reduced training for use, and minimize adverse impacts potentially arising from having to switch between multiple radio operating systems during emergency situations; and

WHEREAS, Motorola Inc., through SC Communications, Inc., is the only vendor previously utilized for existing radio system and all necessary accessories; and

WHEREAS, under these circumstances, the Motorola radio equipment can only be obtained from one vendor, and the City Council desires to dispense with the public bidding requirement per Chapter 3.08.070 of the Arvin Municipal Code; and

WHEREAS, Motorola Inc. has submitted an estimate of its costs for purchasing radio system and all necessary accessories, which includes material costs, in the amount of \$20,288.30; and

WHEREAS, the four police vehicles require graphics (decals, etc.) to identify them as police vehicles; and

WHEREAS, Elite Signs and Graphics has provided an estimate of \$1,519 for applying the necessary graphics to identify the four vehicles as police vehicles; and

WHEREAS, Chapter 3.08 of the Arvin Municipal does not require a formal bidding process for purchases of supplies and equipment in excess of five-thousand dollars (\$5,000.00); and

WHEREAS, the Council recognizes its previous approvals of the purchase of the 4 police vehicles and equipment including a financing component, and desires that the radio equipment and graphic costs also be included in financing to spread payments out over time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arvin as follow:

1. The above recitals are true and correct and are incorporated herein; and
2. For the reasons set forth above, the City Council of Arvin finds that compatible radio equipment (including installation and materials) can only be obtained from only one vendor, Motorola Inc., through SC Communications, Inc., and hereby dispenses with any public bidding under Arvin Municipal Code Chapter 3.08.070.
3. The City Council hereby approves the costs for the purchase and installation of Motorola radio equipment in the amount of \$20,288.30, from Motorola Inc., through SC Communications, Inc. Said award shall be contingent upon obtaining suitable financing, such as from Ford Credit, to allow payments to be made over time in a total amount not to exceed \$20,288.30, and such that the City will own the equipment without any encumbrances upon the final payment. The City Manager is authorized to take all steps to effectuate this purchase, and any agreement for purchase may be executed by the Mayor or City Manager subject to review and approval as to legal form by the City Attorney.
4. The City Council hereby approves the costs for the application of graphics in the amount of \$1519.00 from Elite Signs and Graphics. Said award shall be contingent upon obtaining suitable financing, such as from Ford Credit, to allow payments to be made over time in a total amount not to exceed \$1519.00, and such that the City will own the graphics without any encumbrances upon the final payment. The City Manager is authorized to take all steps to effectuate this purchase, and any agreement for purchase may be executed by the Mayor or City Manager subject to review and approval as to legal form by the City Attorney.
5. The City Council declares its intent and authorization that the purchase of the four police vehicles and equipment (authorized by prior actions of the City Council) and radios and graphics (authorized herein) be financed over time, either separately or collectively, through a financing company such as Ford Credit.

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 04th day of October, 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.



CITY OF ARVIN
Staff Report

Meeting Date: October 4, 2016

TO: Arvin City Council
FROM: Alfonso Noyola, City Manager
SUBJECT: Consideration and Approval of a Resolution of the City Council of the City of Arvin Approving an Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc.

BACKGROUND:

This item is before the City Council to approve a Restated Wastewater Treatment Facility Engineering and Services Agreement (Amended Agreement) with Veolia Water West Operating Services, Inc. Approval of the Amended Agreement is anticipated to allow the City to refinance its loan on the wastewater treatment facilities at a lower interest rate, which should save substantial money for the City. Approval will not change sewer rates for consumers.

By way of background, the City of Arvin entered into a short-term contract with U.S. Filter Corporation to perform Wastewater Treatment Plant Operations and Maintenance on May 1, 1998. The City subsequently entered into a contract with U.S. Filter Corporation to design, build, operate and finance expanded and upgraded wastewater treatment facilities, which were accepted by the City in December of 1999. The loan to finance the plant improvements was \$6,229,502.00 at 5.18% interest annually. This would require the City to pay \$32,167.00 per month (or \$386,004.00 per year) over the next 35 years.

U.S. Filter Corporation was subsequently acquired by Veolia Water West Operating Services, Inc. (VWWOS). The expanded treatment plant is currently operating near the maximum for organic loading. The City has attempted to obtain State Revolving Loan Program (SRF) funds to perform new plant expansions and upgrades. However, the State Water Resources Control Board (SWRCB) and United States Environmental Protection Agency (EPA) rejected the City's application for funds. This was due to an opinion that the existing Agreement effectively granted ownership rights to VWWOS instead of the City. This ruling was contested by both City of Arvin and VWWOS, who asserted the language in question did not grant ownership rights to VWWOS, but were instead merely controls to protect VWWOS. Regardless, the finding by the EPA and SWRCB inhibited the City's ability to obtain very low interest State and Federal loans.

To address this issue, the City and VWWOS have been working on an amendment to the existing Agreement. The proposed Amended and Restated Agreement addresses the contract language that concerned the State and EPA. Contract modifications include:

- VWWOS quitclaims to the City any VWWOS interest in the collection system, facility and facility site.
- Payment of the \$4.5+ million loan balance.
- Replaces the existing 15% markup on sludge hauling and treatment with an annual fixed fee, which controls costs due to just increased haul and treatment costs.

- Increases VWWOS' minimum insurance requirements and liability limits, which decreases City exposure to potential lawsuits.
- Establishes rates for extra, non-capital work that may be required from time to time.
- Annual cost of operating increases will be effective July of each year, instead of December, to correspond to City's annual budgets.

ENVIRONMENTAL ASSESSMENT

Staff have determined this Amended Agreement is not a "project" for the purposes of CEQA. However, out of an abundance of caution, staff have performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3), have determined with certainty that there is no possibility that this project may have a significant effect on the environment. This is because the Amended Agreement maintains the current services levels and does not change the current environmental baseline. Approval of the Amended Agreement does not involve additional public works activities, approval of construction, nor does it have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, this project is not subject to CEQA.

FINANCIAL IMPACT:

Approval of the Amended and Restated Agreement will have no negative fiscal impact on the City. Instead, approval would allow savings for the City through a potentially significant reduction in interest cost through refinancing of existing 5.18% loan to a lower interest rate.

RECOMMENDATION:

Staff recommends the Arvin City Council consider and approve the Resolution Approving an Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc.

Attachment:

1. Resolution of the City Council of the City of Arvin Approving an Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
ADOPTING AMENDED AND RESTATED WASTEWATER TREATMENT
FACILITY ENGINEERING AND SERVICES AGREEMENT WITH VEOLIA
WATER WEST OPERATING SERVICES, INC.**

WHEREAS, the City owns a wastewater treatment facility or publicly owned treatment works as defined by the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. 1251 - 1376) herein (the "Facility").

WHEREAS, pursuant to California Government Code §5956.1 *et seq.*, the City engaged in a competitive negotiation process, including the solicitation of competitive proposals; for the procurement of engineering, design, financing, construction, operation and maintenance services with respect to the Facility.

WHEREAS, pursuant to such competitive negotiation process, the City selected U.S. Filter Operating Services, Inc. ("USFOS") to provide such services with respect to the Facility and the City Council approved of such selection as set forth in the City of Arvin Resolution 98-24-A Resolution of the City of Arvin Approving the Wastewater Treatment Facility Engineering and Services Agreement dated July 7, 1998.

WHEREAS, on July 7, 1998, the City and USFOS entered into that certain Wastewater Treatment Facility Engineering and Services Agreement (as amended, including the Assignment and Amendment dated June 20, 2006 and the Amendments dated July 22, 2008 and September 5, 2012, the "Existing Services Agreement"), with a stated term commencing on the Contract Date and ending on the thirty-five (35) year anniversary of the Facility Expansion Completion Date, each as defined therein;

WHEREAS, the initial Facility Expansion Completion Date (as defined in the Existing Services Agreement) occurred on December 1, 1999 and the term of the Existing Services Agreement shall expire on November 30, 2034;

WHEREAS, on February 2, 2004, USFOS officially became known as Veolia Water North America Operating Services, Inc., a Delaware corporation which converted from a corporation to a limited liability company and became Veolia Water North America Operating Services, LLC ("VWNA").

WHEREAS, Veolia Water West Operating Services, Inc. ("VWWOS") is an indirect, wholly owned subsidiary and West Coast operating arm of VWNA;

WHEREAS, VWWOS holds California General Contractors License Number 866429;

WHEREAS, the City and VWWOS have met to evaluate the effectiveness of, and the parties' compliance with, the Existing Services Agreement and, as a result, have concluded that VWWOS is performing (and its predecessors did perform) under the Existing Services Agreement as originally envisioned and that the services provided under the Existing Services Agreement are achieving the objectives of the City's 1998 procurement, as articulated in the Existing Services Agreement;

WHEREAS, because of the success of the parties' existing relationship under the Existing Services Agreement and the desire of both parties to clearly set forth in this Agreement the City's ownership of the Facility, the City and VWWOS desire to amend and restate the Existing Services

Agreement in its entirety as set forth herein to reflect the City's repayment in-full of prior financing provided by VWWOS relating to the Facility (which repayment is currently addressed in the Existing Services Agreement); and

WHEREAS, the City has authority to enter this Amended and Restated Agreement pursuant to both California Government Code Section 5956.1 *et. seq.* and applicable provisions of the City of Arvin Municipal Code. Each of the foregoing laws is the independent authority for the City to enter into this Amended and Restated Agreement and procure the services with respect to the Facility as described herein; and

WHEREAS, the City Council desires to approve the Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc.

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council of the City of Arvin does hereby resolve, declare, determine and order as follows:

SECTION 1. Recitals: The Arvin City Council finds and declares that the above recitals are true and correct and incorporates them herein.

SECTION 2. CEQA: The City Council finds and determines approval of the Amended and Restated Agreement is not a "project" for the purposes of the California Environmental Quality Act. In the alternative, the City Council has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3), and determined with certainty that there is no possibility that this project may have a significant effect on the environment. This is because Amended and Restated Agreement maintains the current services levels and does not change the current environmental baseline. Approval of the Amended and Restated Agreement does not involve additional public works activities, approval of construction, nor does it have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, this project is not subject to CEQA.

SECTION 3. Adoption: The Arvin City Council hereby approves the Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc. Said agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subject to review and approval as to legal form by the City Attorney, and the Mayor or City Manager shall be authorized to execute the same on behalf of the City of Arvin.

SECTION 4. Effective Date: This Resolution shall take effect from and after its date of passage, approval and adoption.

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 04th day of October, 2016 by the following 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

Attachment:

Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement with Veolia Water West Operating Services, Inc.

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.

**AMENDED AND RESTATED
WASTEWATER TREATMENT FACILITY ENGINEERING AND
SERVICES AGREEMENT**

Between

VEOLIA WATER WEST OPERATING SERVICES, INC.

and

CITY OF ARVIN, CALIFORNIA

dated as of

July 7, 1998

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This **AMENDED AND RESTATED WASTEWATER TREATMENT FACILITY ENGINEERING AND SERVICES AGREEMENT** (this "**Agreement**") is made as of this 4th day of October 2016, by and between:

Veolia Water West Operating Services, Inc., a Delaware corporation ("**VWWOS**").

and

the **City of Arvin, California** ("**City**")

Recitals

WHEREAS, the City owns a wastewater treatment facility or publicly owned treatment works as defined by the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. 1251 - 1376) herein (the "**Facility**").

Pursuant to California Government Code §5956.1 *et seq.*, the City engaged in a competitive negotiation process, including the solicitation of competitive proposals; for the procurement of engineering, design, financing, construction, operation and maintenance services with respect to the Facility.

Pursuant to such competitive negotiation process, the City selected U.S. Filter Operating Services, Inc., a Delaware corporation ("**USFOS**") to provide such services with respect to the Facility and the City Council approved of such selection as set forth in the City of Arvin Resolution 98-24-A Resolution of the City of Arvin Approving the Wastewater Treatment Facility Engineering and Services Agreement dated July 7, 1998.

On July 7, 1998, the City and USFOS entered into that certain Wastewater Treatment Facility Engineering and Services Agreement (as amended, the "**Existing Services Agreement**"), with a stated term commencing on the Contract Date and ending on the thirty-five (35) year anniversary of the Facility Expansion Completion Date, each as defined therein;

Under the Existing Services Agreement, USFOS provided Capital for the Facility in the form of (i) funds in the amount of \$5,963,560, which allowed the City to repay the Existing Debt (as defined in the Existing Services Agreement); (ii) construction financing, capital investment and carrying costs during construction associated with the initial Facility Expansion (as defined in the Existing Services Agreement); (iii) assumption of material risk and liabilities in the design, construction, operation and maintenance of the Facility; and (iv) other items of economic value to the City.

The initial Facility Expansion Completion Date (as defined in the Existing Services Agreement) occurred on December 1, 1999 and the term of the Existing Services Agreement shall expire on November 30, 2034;

On February 2, 2004, USFOS officially became known as Veolia Water North America Operating Services, Inc., a Delaware corporation which converted from a corporation to a limited liability company and became Veolia Water North America Operating Services, LLC, a Delaware limited liability company ("**VWNA**").

Veolia Water West Operating Services, Inc., a Delaware corporation ("**VWWOS**") is an indirect, wholly owned subsidiary and West Coast operating arm of VWNA;

VWWOS holds California General Contractors License Number 866429;

The City and VWWOS have met to evaluate the effectiveness of, and the parties' compliance with, the Existing Services Agreement and, as a result, have concluded that VWWOS is performing (and its predecessors did perform) under the Existing Services Agreement as originally envisioned and that the services provided under the Existing Services Agreement are achieving the objectives of the City's 1998 procurement, as articulated in the Existing Services Agreement;

Because of the success of the parties' existing relationship under the Existing Services Agreement and the desire of both parties to clearly set forth in this Agreement the City's unconditional ownership and control of the Facility, the City and VWWOS desire to amend and restate the Existing Services Agreement in its entirety as set forth herein to reflect the City's repayment in-full of prior financing provided by VWWOS relating to the Facility (which repayment is currently addressed in the Existing Services Agreement);

It is the understanding of the parties that this Agreement may be treated as and constitute a service contract pursuant to Section 7701(e) of the Internal Revenue Code, Treasury Regulation Section 1.141-3(b)(4) and Revenue Procedure 97-13; and

This Agreement is being entered into pursuant to both California Government Code Section 5956.1 et. seq. and applicable provisions of the City of Arvin Municipal Code. Each of the foregoing laws is the independent authority for the City to enter into this Agreement and procure the services with respect to the Facility as described herein.

Agreement

NOW, THEREFORE, in exchange of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the City and VWWOS agree as follows:

ARTICLE I.

AMENDMENT AND RESTATEMENT; DEFINITIONS AND INTERPRETATION

Section 1.01 Amendment and Restatement.

As of the Effective Date, this Agreement amends and restates the Existing Services Agreement in its entirety and shall be entitled the "Amended and Restated Wastewater Services Agreement."

Section 1.02 Definitions.

For purposes of this Agreement, the following terms and phrases shall have the meaning set forth in this Section unless the circumstances clearly indicate otherwise:

- (a) "Abnormal Substances" means substances or materials that are not identified in the Influent Specifications, or were not reasonably anticipated by VWWOS as being in the Influent.
- (b) "Additional Monitoring Requirements" has the meaning set forth in Section 5.01(c).
- (c) "Adjustment Escalator" has the meaning set forth in Section 7.04.
- (d) "Affiliate" means any corporation, limited liability company, partnership, joint venture, or other entities which directly or indirectly controls, is controlled by, or is under common control with VWWOS or its parent corporations.
- (e) "Agreement" means this Amended and Restated Wastewater Treatment Facility Engineering and Services Agreement.
- (f) "Anniversary Date" means July 1 of each year.
- (g) "Applicable Law" means any law, rule, code, regulation, consent decree, consent order, consent agreement, permit, determination or order of, or Governmental Approval issued by any Governmental Agency having jurisdiction applicable to any activities associated with the testing, acceptance, operation, maintenance, repair, replacement or modification of any part of the Facility or any other obligations of the parties under this Agreement.
- (h) "Arbitration Notice" has the meaning as set forth in Section 16.05.
- (i) "Billing Period" means each calendar month commencing on the first day of such month and continuing through and until the last day of such month, except (1) the first Billing Period shall begin on the Effective Date and shall continue to the last day of the month in which the Effective Date occurs; (2) the last Billing Period shall end on the last day of the Term of this Agreement; and (3) as otherwise reasonably determined by VWWOS.
- (j) "Business Day" means any day that the City's City Hall is open for regular business.
- (k) "Capital Project" means a physical expansion or improvement to the Facility or the Sewage Collection System, including the procurement and installation of additional equipment and facilities, or the replacement of existing equipment or facilities.
- (l) "CEQA" means the California Environmental Quality Act, Public Resources Code Sections 21000 et seq., the State CEQA Guidelines, 14 CCR Sections 15000 et seq. and any Local CEQA Guidelines adopted by the City, as each now exists or may hereafter be amended.
- (m) "Change of Law" means any of the following events occurring after the Contract Date:
 - (i) the adoption, modification or repeal, or official change in interpretation, of any Applicable Law; or
 - (ii) the modification or imposition of any material conditions, restrictions or limitations in any Governmental Approval, which imposes limitations, additional costs or burdens with respect to VWWOS' obligations under this Agreement.

- (n) "City" means the City of Arvin, California.
- (o) "City Employees and Agents" has the meaning set forth in Section 9.04.
- (p) "City Event of Default" has the meaning set forth in Section 15.01.
- (q) "City Indemnified Party" has the meaning set forth in Section 13.01.
- (r) "Collection System License" has the meaning set forth in Section 3.02(b).
- (s) "Compensation" means all amounts, charges, fees, costs and other sums payable to VWWOS under Article VII.
- (t) "Confidential Information" has the meaning set forth in Section 9.02.
- (u) "Contract Date" means July 7, 1998.
- (v) "Corrective Maintenance and Repair" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance reasonably necessary to respond to or avert material failure of the Facility, or a component thereof, in accordance with Prudent Industry Practices.
- (w) "Domestic Sewage" means solid and liquid waste and wastewater from humans or household operations that is discharged to, released into or otherwise enters a treatment works or Facility.
- (x) "Effective Date" means the date on which the conditions precedent set forth in Article II have been satisfied in full or waived.
- (y) "Effluent" means all wastewater leaving the Facility.
- (z) "Effluent Specifications" means the effluent quality specifications set forth in Schedule D.
- (aa) "Environmental Condition" means the presence of any Regulated Substance on or at the Facility, including the presence in surface water, groundwater, soils, or subsurface strata, or the migration of such a Regulated Substance from the Facility.

- (bb) "Environmental Law" means any Applicable Law relating to the protection of the public health, safety, natural resources or the environment or to manufacture, handling, generation, storage, treatment, processing, transportation, release, discharge or disposal of Regulated Substances. "Environmental Laws" include the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. §§ 2701 *et seq.*), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*); the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*); the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020 *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Substance Account Act (Cal. Health & Safety Code § 25300 *et seq.*), California Integrated Waste Management Act of 1989 (Cal. Public Resources Code § 40000 *et seq.*), Cal. Health & Safety Code § 39000 *et seq.*, 14 Cal. Code of Regulations § 18010 *et seq.*, 23 Cal. Code of Regulations § 2510 *et seq.* and the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*); and regulations adopted pursuant thereto.
- (cc) "EPA" means the United States Environmental Protection Agency.
- (dd) "Excused Party" has the meaning set forth in Section 14.02.
- (ee) "Existing Monitoring Requirements" means the existing sampling, testing and analysis requirements for Influent and Effluent as described in Schedule B.3.
- (ff) "Existing Services Agreement" has the meaning set forth in the Recitals.
- (gg) "Evaluation" has the meaning set forth in Section 8.02.
- (hh) "Facility" means the wastewater treatment facility and ancillary equipment as described in Schedule A.1 hereto.
- (ii) "Facility Site" means the real property on which the Facility is located in the City of Arvin, County of Kern, State of California more particularly described as follows: Section 34, Township 31, Range 29, Quarter: NW 1/4 of SE ¼, consisting of approximately 39.09 acres (Assessor's Parcel Number: 189-340-24-3).
- (jj) "Facility Site License" has the meaning set forth in Section 3.02.
- (kk) "Fixed Component" has the meaning set forth in Section 7.02.
- (ll) "gpd" means gallons per day.
- (mm) "Governmental Agency" means any legislative, executive, judicial, or administrative department, board, commission, court, agency or other instrumentality of the Federal, State or local government.
- (nn) "Governmental Approval" means any permit, license, approval, consent or other authorization which is required under Applicable Law for the design, construction, operation and maintenance of the Facility or for the performance of any of the obligations under this Agreement.

- (oo) "Influent" means all waste and wastewater flow entering or delivered to the Point of Delivery, including Domestic Sewage, commercial and industrial wastewater and leachate.
- (pp) "Influent Specifications" means the quantity and quality specifications for Influent set forth in **Schedule E**.
- (qq) "Intellectual Property" means any patents, copyrights, trade secrets, licensed software, proprietary technology or systems, or other intellectual property owned by VWWOS or an Affiliate.
- (rr) "Losses" means any losses, claims, suits, actions, demands, charges, expenses, costs (including costs of defense, settlement and reasonable attorneys' fees and costs), liabilities, obligations, fines and penalties.
- (ss) "Material Adverse Effect" means (i) a material adverse effect upon the properties, assets, credit rating or financial condition of the City; (ii) a material adverse effect on the ability of City to perform its obligations set forth in this Agreement; or (iii) any material event or circumstance which questions the validity or enforceability of this Agreement.
- (tt) "MIPP" means the municipal/industrial wastewater pretreatment program described in **Section 5.05(d)**.
- (uu) "Non-Specification Influent" means any Influent received at, or delivered to, the Facility that does not meet the Influent Specifications or that contains Abnormal Substances.
- (vv) "Pass-Through Costs" has the meaning set forth in **Section 7.05(d)**.
- (ww) "Performance Guarantee" has the meaning set forth in **Section 6.01(b)**.
- (xx) "Point of Delivery" means the point at which Influent is delivered to the Facility at the headworks just prior to the bar screens.
- (yy) "Preventive Maintenance" means routine and/or repetitive activities required by the equipment or facility manufacturer or VWWOS to maintain the reasonably expected service life of the Facility and the components thereof.
- (zz) "Preventive Maintenance Program" means the program for Preventive Maintenance described in **Schedule B.4**.
- (aaa) "Prime Rate" means the current US Prime Rate as published in the Wall Street Journal.
- (bbb) "Prudent Industry Practices" means those methods, techniques, standards and practices which, at the time they are employed and in light of the circumstances known or believed to exist at the time, are generally accepted as reasonably prudent in the wastewater treatment industry as practiced in the Western United States for facilities of a similar nature and in a similar location as the Facility.
- (ccc) "QA/QC Program" means a quality assurance/quality control program for sampling and analyses that meet the standards set forth in **Schedule H**.

- (ddd) "Reclaimed Water" means water that is reclaimed after treatment of the Influent and is suitable for use in certain agricultural, industrial, irrigation and domestic use circumstances as specified within the WDR number 5-00-093.
- (eee) "Regulated Substance" means any pollutant, contaminant, hazardous substance, hazardous material, toxic substance, toxic pollutant, solid waste, municipal waste, industrial waste, or hazardous waste, petroleum or petroleum-derived substance, asbestos, or polychlorinated biphenyls, that is defined as such in, is subject to regulation under, or may form the basis for any requirement for investigation or remediation under, any applicable Federal, State, or local Environmental Law.
- (fff) "Release" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching, or migration of any Regulated Substance into the environment (including ambient air, surface or ground water, soil, and surface or subsurface strata), including the movement of any Regulated Substance in or through the air, soil, surface or ground water, or property.
- (ggg) "SSMP" means sanitary sewer management plan and other requirements of State Water Resources Control Board Order No. 2006-0003-DWQ.
- (hhh) "Service Fee" has the meaning set forth in Section 7.02.
- (iii) "Service Area" means the area served by the Sewage Collection System.
- (jjj) "Services" has the meaning set forth in Section 5.01.
- (kkk) "Sewage Collection System" has the meaning set forth in Section 5.02 and is more particularly described on Schedule A.1.
- (lll) "Sewage Sludge" means the sludge, grit and byproducts remaining after the treatment of the Influent.
- (mmm) "Significant Industrial User" means any "significant industrial user" as defined in 40 C.F.R. §403.3, as amended from time to time.
- (nnn) "Specification Influent" means Influent meeting the Influent Specifications.
- (ooo) "Standard Methods" means the current version, as of the date of this Agreement, of the STANDARD METHODS FOR THE EXAMINATION OF WATER AND WASTE WATER published by the American Public Health Association.
- (ppp) "State" means the State of California, and its departments, boards, commissions and agencies.
- (qqq) "Term" means the term of this Agreement, as defined in Section 4.01.
- (rrr) "Third Party Contractor" means an entity or person other than VWWOS.
- (sss) "Third Party Capital Projects" means a Capital Project performed by a Third Party Contractor.

- (ttt) "Uncontrollable Circumstance" means any act, event, or condition beyond the control of a party (or the party's subcontractors) which materially affects the ability of that party to perform any obligation under this Agreement (except payment obligations), including Change of Law, strikes, lockouts, or other labor disturbances, earthquake, flood, hurricanes, or other natural disaster, acts of God, war, terrorism, civil insurrection, catastrophic equipment failure, electricity or other utility interruption or unavailability, failure or interference with normal sources of supply of equipment and materials necessary to operate the Facility in accordance with the terms of this Agreement, accident, any failure or delay in obtaining any Governmental Approval, issuance of a temporary restraining order or other form of injunction that prohibits prosecution of a material portion of the work or other circumstances beyond a party's reasonable control. "Uncontrollable Circumstances" also include any event not otherwise described above which is expressly identified as an Uncontrollable Circumstance in this Agreement. With respect to VWWOS, "Uncontrollable Circumstance" includes receipt of Non-Specification Influent.
- (uuu) "User Fees" means the revenues generated by the City from the Facility and Sewage Collection System.
- (vvv) "VWWOS" means Veolia Water West Operating Services, Inc., a Delaware corporation
- (www) "VWWOS Event of Default" has the meaning set forth in Section 15.03.
- (xxx) "VWWOS-Financed Capital Project" means a Capital Project which VWWOS has agreed to design, finance and construct.
- (yyy) "VWWOS Indemnified Party" has the meaning set forth in Section 13.02.
- (zzz) "WDR Permit" means the Waste Discharge Requirements Permit No. 5-00-093, issued by the Central Valley Regional Water Quality Control Board, pursuant to 33 U.S.C. § 1342 and California Water Code § 13260 *et seq.*

Section 1.03 Index and Headings.

The index and headings are inserted in this Agreement for convenience and reference, and shall not affect the interpretation of this Agreement.

Section 1.04 Payment Dates.

If the date on which a payment is to be made pursuant to this Agreement is not a Business Day, the payment shall be made payable on the next succeeding Business Day.

Section 1.05 Interpretation.

Any terms in the singular shall also be interpreted to include the plural, and any terms in the plural shall also include the singular. "Including" or "include" shall mean "including, without limitation."

ARTICLE II.
CONDITIONS PRECEDENT; ASSIGNMENT TO VWWOS

Section 2.01 City's Conditions Precedent.

Except as set forth in Section 2.06, City's obligations under this Agreement shall be conditioned upon the satisfaction of the following items (and the foregoing conditions are solely for the benefit of City):

- (a) Delivery by VWWOS of copies of certificates of insurance required pursuant to Section 12.02 hereof for that insurance coverage required for operation and maintenance services as set forth in Section 12.1; and
- (b) Delivery by VWWOS of certificates of incumbency for the officers of VWWOS executing this Agreement.
- (c) Delivery by VWWOS of a Quitclaim Deed deeding all of its right, title, and interest in the Collection System, Facility and Facility Site to the City, including a re-conveyance or cancellation of any easements or other ownership interests.
- (d) Delivery by VWWOS of the additional instruments as may be reasonably and customarily required by the City's lenders, collateral agent or trustee.

Section 2.02 VWWOS' Conditions Precedent; Effectiveness of Agreement.

Except as set forth in Section 2.06, VWWOS' obligations under this Agreement shall be conditioned upon the satisfaction of the following items (and the foregoing conditions are solely for the benefit of VWWOS):

- (a) Delivery by the City of a certified record of the proceedings of the legislative body of the City approving the execution and delivery of this Agreement;
- (b) Delivery by the City of a certificate of incumbency for the officers of City executing this Agreement; and
- (c) City's repayment of VWWOS loan pursuant to Section 2.05.

Section 2.03 Intentionally Omitted.

Section 2.04 Parties Obligations With Respect to Conditions Precedent

(a) VWWOS shall use its best efforts in connection with the satisfaction of the conditions precedent set forth in Section 2.01.

(b) City shall use its best efforts in connection with the satisfaction of the conditions precedent set forth in Section 2.02.

Section 2.05 Repayment Condition.

The City and VWWOS acknowledge and agree that the City's repayment-in-full of the entire amount owed by the City for the USFOS Recovery of Capital under the Existing Services Agreement is a

condition precedent to the effectiveness of this Agreement. Until such time as such condition precedent is satisfied, the terms of the Existing Services Agreement, as amended from time to time, shall control and remain in effect. If the foregoing condition precedent is not satisfied by December 22, 2016, this Agreement shall be of no further force and effect and the Existing Services Agreement, as amended from time to time, shall continue and control and remain effective.

Section 2.06 Obligations Prior to Effective Date.

Prior to the Effective Date, the obligations and responsibilities of VWWOS and the City with respect to the Facility and the Sewage Collection System, including, the scope of VWWOS' services, the Performance Guarantee, the Service Fee and other Compensation, shall be as set forth in the Existing Services Agreement. This Section 2.06 shall be immediately operative prior to the Effective Date and shall be binding notwithstanding the satisfaction of any conditions precedent set forth in this Article II.

ARTICLE III.

OWNERSHIP OF FACILITY; EASEMENT; ACCESS; NATURE OF AGREEMENT

Section 3.01 Ownership.

City and VWWOS hereby acknowledge that as of the Contract Date, City is the sole owner of the Facility, the Facility Site and the Sewage Collection System. The Facility, the Facility Site and the Sewage Collection System are owned exclusively by the City. VWWOS shall operate, repair and maintain the Facility, Facility Site and the Sewage Collection System in accordance with the terms herein.

Section 3.02 Licenses

(a) Facility Site License. Effective on the Contract Date and subject to the terms and conditions set forth in this Agreement, City grants to VWWOS a non-exclusive license effective on the Contract Date of this Agreement and effective through the expiration of the Term and subject to terms of this Agreement (the "**Facility Site License**"). The license grants VWWOS rights to do the following at the Facility Site, subject to the terms and limitations set forth in this Agreement:

(i) design, construct, improve, operate, maintain, repair and replace the Facility and all equipment, structures, improvements, fixtures and facilities thereon and appurtenant thereto;

(ii) discharge Effluent, and store, treat and manage all Sewage Sludge, solid, liquid and other wastes and substances generated in the construction, operation and maintenance of the Facility;

(iii) construct, operate, use, maintain, repair, and replace ancillary facilities, including access roads, driveways, gates, fences, parking areas, and utilities (including the right to grant sub-easements therefor); and

(iv) install, operate, maintain, replace, repair and remove such equipment, appliances, devices, or other necessary or convenient structures and improvements in, on, over and under or across the Facility Site, and each and every part thereof, as may be necessary, desirable or useful for the operations and activities required or authorized by this Agreement.

The Facility Site License is intended to provide VWWOS access to the Facility and Facility Site necessary to undertake its obligations under this Agreement with respect to the Facility and the Facility Site.

(b) Collection System License. Effective on the Contract Date, and subject to the terms and conditions set forth in this Agreement, City grants to VWWOS a non-exclusive license (the "**Collection System License**"), including the rights to:

(i) install, repair, maintain, and replace pump stations, pipes, meters, valves, and other facilities or equipment necessary, desirable or convenient to convey and deliver Sewage to the Facility;

(ii) open and excavate City streets or rights-of-way, as necessary, to obtain access to the Sewage Collection System for purposes of installation, repair, maintenance, removal or replacement of any portion of the Sewage Collection System so long as VWWOS provides reasonable prior notice to the City and VWWOS repairs any damage to the City's rights-of-way caused by its activities to the reasonable satisfaction of the City; and

(iii) temporarily store equipment, construction materials, or excavated materials within the Collection System License area for purposes of performing the work described in clauses (i)-(ii).

The Collection System License is intended to provide VWWOS access and rights to the Sewage Collection System necessary to undertake its obligations under this Agreement with respect to the Sewage Collection System.

(c) Cooperation Regarding Additional Easements and Licenses. The City shall grant, without charge to VWWOS, any such access to, in, along, or across any property owned or controlled by City necessary, required or desirable for managing the construction, installation, operation and maintenance of the Facility or the Sewage Collection System. City shall cooperate with VWWOS in acquiring any additional easements, licenses, rights-of-way, or other property interests the City reasonably determines are required for the construction, installation, operation, and maintenance of the Facility or the Sewage Collection System in accordance with the terms of this Agreement (including commencing an action in condemnation related thereto). VWWOS shall not be responsible for the costs of acquiring any property, easements, right of way, or other property interests to be owned by the City.

Section 3.03 City Access.

City shall retain at all times during the Term the right to enter the Facility, the Facility Site, the Facility Site License and the Collection System License for any reason, including inspection, monitoring, and observation of the operation of the Facility and the Sewage Collection System and VWWOS' performance of the terms of this Agreement. In connection with any such entry, the City and all City Employees and Agents shall observe all established rules and regulations relating to entry upon the Facility, the Facility Site, the Facility Site License, the Sewage Collection System and the Collection System License, as well as all Applicable Law and safety regulations. In no event shall VWWOS have any liability (except to the extent arising as a result of the negligence, willful misconduct or default of VWWOS in the performance of its obligations hereunder) to the City and any other party for personal injury, property damage, and any other Losses arising out of, or related to, the City's entry upon the Facility, the Facility Site, the Facility Site License, the Sewage Collection System or the Collection System License.

Section 3.04 Relationship of Parties.

City and VWWOS intend that:

(a) City and VWWOS shall not be treated as partners or joint venturers for any purpose.

(b) Subject to City's obligations under this Agreement, VWWOS shall be treated as an independent contractor of City. VWWOS shall be responsible for all costs associated with its employees, including wages and salaries, benefits, workers' compensation and unemployment compensation, any associated employee tax liabilities, and costs associated with maintaining VWWOS engineering license(s) for the State. In no event shall VWWOS be required to hire or compensate City personnel or have any obligation arising out of any City employment contract, collective bargaining agreement or other agreement relating to any City personnel.

Article IV.

TERM

Section 4.01 Term.

Subject to the other provisions of this Agreement, the term of this Agreement shall be for a period commencing on the Contract Date and ending at midnight November 30, 2034 (the "**Term**"). This Agreement shall be automatically extended for successive periods of five (5) years per extension unless either party notifies the other party in writing, in their respective sole discretion, on or before 90 days prior to the expiration of the Term, that such party does not wish to extend the term of this Agreement.

ARTICLE V.

VWWOS SCOPE OF SERVICES AND CITY RESPONSIBILITIES

Section 5.01 VWWOS Scope of Services.

For the Term of this Agreement, and subject to the terms and conditions of this Agreement, VWWOS shall perform the following services (collectively, the "**Services**"):

(a) **Operation Generally.** VWWOS shall operate and maintain the Facility by performing the services set forth in **Schedule B.1.**

(b) **Staffing.** VWWOS shall staff the Facility with qualified personnel who meet the certification requirements of the State, as delineated in the Staffing Plan set forth in **Schedule B.2.** and a licensed California professional engineer(s) as VWWOS in its discretion finds necessary to be on site from time to time. Any material and potentially adverse change by VWWOS of its staffing plan for the Facility shall be subject to the approval of the City, such approval not to be unreasonably withheld or delayed. VWWOS shall maintain an operations and safety training program for all employees providing the Services. Training shall include basic wastewater treatment technology, process control, equipment maintenance, safety, right-to-know laws, and any training VWWOS deems necessary to operate and maintain the Facility.

(c) **Monitoring.** VWWOS shall perform certain sampling, testing, and laboratory analyses of Influent and Effluent required by the WDR Permit and the Central Valley Regional Water

Quality Control Board, including a QA/QC Program, as set forth in **Schedule B.3** (the “**Existing Monitoring Requirements**”). If, as the result of any Change of Law, any additional sampling, testing or analyses are required with respect to operation of the Facility (“**Additional Monitoring Requirements**”), VWWOS shall perform the Additional Monitoring Requirements, subject to an increase in the Compensation as provided in **Section 7.07**).

(d) **WDR Permit Reports.** VWWOS shall prepare and certify all discharge monitoring reports required under the WDR Permit, and shall submit such reports to the City for execution and transmittal to the appropriate Governmental Agencies.

(e) **Preventive Maintenance.** VWWOS shall perform all Preventive Maintenance for the Facility in accordance with the Preventive Maintenance Program set forth in **Schedule B.4**. VWWOS will maintain records of such Preventive Maintenance as set forth in **Schedule B.5** and the data are the property of the City. City, at its sole cost, shall have the right to inspect and copy such records during normal business hours. VWWOS shall provide the City with reports of such Preventive Maintenance activities as set forth in **Schedule B.6**.

(f) **Corrective Maintenance, Repairs, and Replacement.** VWWOS shall perform Corrective Maintenance and Repair of the Facility equipment on an as-needed basis. VWWOS shall submit reports of such Corrective Maintenance and Repairs to the City as provided in **Schedule B.6**. As required during the Term of this Agreement, VWWOS shall, at VWWOS’ expense, replace with reasonably comparable equipment any Facility equipment that wears out or becomes no longer practicable (in VWWOS’ judgment) to repair.

(g) **Sewage Sludge Services.** VWWOS shall provide the services relating to management of Sewage Sludge as set forth in **Schedule B.8**. VWWOS will reasonably assist the City in applying for, acquiring and maintaining all Governmental Approvals required for the disposal or beneficial use of such Sewage Sludge. VWWOS shall be responsible for the selection of the locations or facilities for the disposal or beneficial use of the Sewage Sludge, and as agent for the City, VWWOS will deliver the Sewage Sludge for disposal or beneficial use at those facilities and locations selected by VWWOS. In no event shall VWWOS have any liability with respect to the Sewage Sludge except to the extent assumed by VWWOS pursuant to this Agreement, and such obligations shall not affect the City’s status as the generator of such Sewage Sludge.

(h) **Solid and Other Wastes.** VWWOS shall be responsible for the selection of all facilities used for the treatment or disposal of solid and other wastes (other than Effluent or Sludge) produced, generated or discharged by the Facility. VWWOS will assist the City in applying for and acquiring any necessary Governmental Approvals for such treatment or disposal. As agent for the City, VWWOS will deliver all such solid and other wastes to the treatment and disposal facilities selected by VWWOS. Upon request of the City, VWWOS shall provide supporting documentation of the waste disposal activities.

(i) **Supplies.** VWWOS shall purchase all chemicals, fuels, parts and supplies required to perform the Services. VWWOS will maintain inventories of such materials, parts and supplies in accordance with Prudent Industry Practices.

(j) **Electricity.** VWWOS shall pay to the electricity provider of its choice the reasonable electricity charges necessary to operate the Facility.

(k) **Cooperation Regarding Warranties** VWWOS shall be responsible for managing the equipment warranties and guaranties associated with the Facility and shall use commercially

reasonable efforts to assist the City in enforcing existing equipment warranties and guaranties, and in maintaining warranties on any equipment purchased by, or on behalf of the City. Nothing in this provision shall require VWWOS to pay any third-party costs of prosecuting or participating in litigation to enforce any such equipment warranty or guaranty.

(l) 24-Hour Telephone Line. VWWOS shall maintain a 24-hour telephone number where customers can report any emergencies or service problems.

(m) Response to Problems and Emergencies. VWWOS shall use best efforts to respond promptly (within three hours after notice) to normal problems and emergencies relating to the Facility or the Sewage Collection System, and shall rectify such problems as expeditiously as is reasonably practicable. Subject to the provisions of Article XIV, VWWOS shall perform emergency repairs as necessary to protect employees, equipment, buildings and grounds. VWWOS shall notify the City and the City's authorized representative prior to, or as soon as reasonably practicable after, undertaking any of the work or repairs specified in this subsection.

(n) Emergency Preparedness Plan. VWWOS shall prepare and revise, as necessary, an Emergency Preparedness Plan for interaction and coordination with City Manager and City departments including Fire, Police, and Public Works, the Office of Emergency Management, agencies of the County, and other respective jurisdictions. Any new or updated Emergency Preparedness Plan shall be submitted to the City Manager, or designees, in a timely manner for review and approval prior to final implementation. The purpose of the Emergency Preparedness Plan is to manage any and all emergencies or abnormal conditions that may arise, and use best efforts to maintain or restore wastewater treatment services as rapidly as possible. The Emergency Preparedness Plan shall include management by the VWWOS of all plant systems and materials that may pose a threat to the safety of workers and the surrounding City environment. VWWOS shall be responsible for conducting all exercises and simulations reasonably necessary to ensure of the effectiveness of the Emergency Preparedness Plan.

(o) OSHA Compliance Program. VWWOS shall be responsible for adopting, updating, maintaining and implementing an Occupational Safety and Health Act ("OSHA") compliance program for all personnel employed by the VWWOS who will be involved with the operation and maintenance of the Facility and Sewage Collection System. Essential elements of any OSHA program will include regularly scheduled safety training sessions for all plant personnel, standard operating procedures for chemical handling, confined space entry and emergency response, and the care and use of proper safety equipment. All personnel involved in the operation and maintenance of the Facility and Sewage Collection System shall receive the complete training program and have an annual refresher course as required by OSHA. Any new or updated OSHA Compliance Program shall be made available to the City Manager in a timely manner for review and approval prior to final implementation.

(p) Odor Control. VWWOS shall be responsible for acting consistently with Prudent Industry Practices to reduce odors from the Facility in order to prevent, to the maximum extent practicable, off-site odors and complaints and to comply with Applicable Law. VWWOS shall implement a regimented housekeeping schedule and work plan for the system to maintain clean facilities. VWWOS shall provide proper residuals management within the Facility. VWWOS shall maintain a proactive approach to odor control through diligent process control of the unit operations of the system. VWWOS shall provide ongoing reviews of the odor conditions of the systems' components.

(q) Security. VWWOS shall provide for and maintain security and safety for the Facility in compliance with Applicable Laws. Fences shall be maintained in neat order and with structural integrity. Gates, access points, and doors shall be kept locked when not in use, and the Facility and Facility Site shall be reasonably protected from unauthorized entry. The City acknowledges that

performance of the foregoing obligations does not constitute a guarantee by VWWOS of the security of the Facility or Facility Site. Provided that VWWOS complies with the provisions of this paragraph, VWWOS shall not have any liability or obligations related to any theft, vandalism or unlawful or unauthorized entry upon the Facility, the Facility Site or the Facility Site License.

(r) Meetings. At no additional cost to the City, VWWOS will meet at least once per month with the City's designated representative to review and discuss operating and maintenance activities, plans and priorities for the Facility. Upon request of the City Manager, the Facility Manager shall attend all regular meetings of the City Council and the regular bi-weekly staff meetings scheduled by the City Manager, at no additional cost to the City. VWWOS shall additionally meet with representatives of the State, EPA, or other Governmental Agencies, or the City's consulting or staff engineer, as required.

(s) No Title. In performing the Services under this Agreement, at no time shall VWWOS be deemed to take title to any Influent, Effluent, wastewater, Sewage Sludge, Reclaimed Water or other wastes or byproducts treated, processed, generated, discharged or produced at the Facility, or flowing through the Sewage Collection System, all of which items shall remain the sole property of the City. The City shall retain generator status of all such items under all circumstances.

(t) Records and Reports. VWWOS shall compile and maintain those records specified in **Schedule B.6**, and shall submit to the City a monthly operation and maintenance report, monthly complaint log, and an annual report as set forth in **Schedule B.6**.

(u) Annual Report. February of each calendar year during the Term, VWWOS shall provide to the City an annual report of operations that consolidates monthly reports, summarizes major operational events and issues, if any, that have arisen during the prior calendar year and summarizes the most recent annual inspection of the Regional Water Quality Control Board. At the request of the City, VWWOS staff shall also be available to provide a briefing with respect to the annual report to the City Council during February of each calendar year.

Section 5.02 Sewage Collection System.

Responsibilities with respect to operation and maintenance of the Sewage Collection System shall be allocated as follows:

(a) License. The City shall provide VWWOS with the Collection System License, including access to all sewer mains, pump stations, manholes, streets, rights-of-way and related facilities and equipment.

- (b) Inspection, Maintenance and Excavation. VWWOS shall provide inspection, and those operation and maintenance services listed in **Schedule B.9**, which shall include SSMP services, with respect to the City's sewer mains, pump stations, manholes and related facilities and equipment, up to the Point of Delivery (the "**Sewage Collection System**"). The SSMP services include initial start-up described as such on **Schedule B.9**. VWWOS shall maintain, in accordance with Prudent Industry Standards, a log of its pump station inspections, any material problems encountered during such inspections, and any material services performed in response to such problems which VWWOS shall promptly report to the City Manager or designee to the extent such information is not already provided as part of VWWOS' periodic reporting obligations. VWWOS shall have no responsibilities or obligations with respect to or arising from lateral sewer lines, which connect individual residences, commercial or industrial properties to the sewer mains or any sewer lines not owned by the City. If, in order to perform its obligations under this paragraph, VWWOS requires access that necessitates excavation in any City street or right-of-way, VWWOS shall be entitled to excavate such streets or rights-of-way, subject to an obligation to restore the same to substantially the same condition as existed prior to excavation (including landscaping) following completion of maintenance or repair and other usual and customary encroachment permit conditions imposed by municipalities. VWWOS obligations under this Agreement to provide maintenance, repairs and replacements in connection with the Sewage Collection System shall be limited to \$20,000.00 per calendar year and \$5,000.00 per item or occurrence, as applicable, but subject to adjustment each calendar year pursuant to the Adjustment Escalator as provided under **Section 7.04**. The determination of the amount of the repair shall be supported with documentation related to cost of parts or materials necessary to complete the maintenance repairs or maintenance. To the extent the cost to maintain, repair or replace any item or address any occurrence exceeds \$5,000.00 per item or occurrence, as applicable, it shall be considered a Capital Project, not within VWWOS' responsibilities under this paragraph and subject to the provisions of this Agreement relating to Capital Projects. To the extent the \$20,000.00 annual amount is not used in a particular calendar year, it shall be available for use in a succeeding year. Any unused amount of such \$20,000.00 annual amount remaining at the end of the Term shall be the property of the City and be deposited into the City's wastewater enterprise fund.

Section 5.03 Intentionally Omitted.

Section 5.04 Capital Projects.

Given the length of the Term, it may be necessary or desirable from time to time during the Term for the City to undertake Capital Projects to modify, alter, expand or improve the Facility or the Sewage Collection System from its then-current condition. The Parties acknowledge and agree that the City shall control and have absolute discretion with respect to the selection and execution of such Capital Projects and may elect to engage VWWOS or Third Party Contractors to perform part or all of the associated work. Such Capital Projects may be warranted in order to (i) respond to a Change of Law or Uncontrollable Circumstance; (ii) respond to actual or anticipated changes in Influent volumes and demands on the Facility or Sewage Collection System; (iii) anticipate or address obsolescence of any portion of the Facility; or (iv) incorporate technology or improvements to the efficiency, performance or reliability of the Facility or the Sewage Collection System. Such Capital Projects performed by VWWOS shall be addressed in separate agreements between the City and VWWOS, as may be appropriate. The City and VWWOS shall negotiate in good faith with regard to all terms in said agreement, including an equitable adjustment in Compensation payable to VWWOS and to the Performance Guarantee necessitated by the Capital Project. If the parties are unable to agree to an equitable adjustment in the

Compensation or Performance Guarantee, then the matter will be submitted for dispute resolution in accordance with Article XVI.

Section 5.05 City Responsibilities.

The City shall have the following responsibilities and perform the following obligations:

(a) Access. City shall provide access and use of all real property, equipment, improvements, buildings, structures and facilities under the City's ownership or control and presently located at the Facility Site, the Facility Site License or within the Collection System License.

(b) Real Property. Easements, Licenses and Governmental Approvals. City shall acquire and maintain all existing or additional real property and easements, required for operation of the Facility and the Sewage Collection System.

(c) Influent. City shall be responsible for delivering Influent at the Point of Delivery that does not exceed the Influent Specifications.

(d) Industrial Wastewater Pretreatment Program.

(i) If required by Applicable Law, the City shall adopt, maintain and enforce a municipal/industrial pretreatment program for the Service Area, meeting all applicable requirements of 40 C.F.R. Part 403, all required permits, and any other Applicable Law (the "MIPP"). City shall promptly amend the MIPP to incorporate any additional or modified requirements imposed under Applicable Law. As part of the MIPP, the City shall require and enforce industrial discharge permits for each Significant Industrial User as required by Applicable Law.

(ii) At the request of the City, and as agent for the City, VWWOS shall conduct monitoring of industrial users as required under the MIPP, and shall assist the City in administering the MIPP upon mutual agreement of the parties pursuant to Section 7.06(c) concerning the expanded scope of services to be performed by, and compensation payable to VWWOS which shall be memorialized in an amendment to this Agreement. At all times, City shall retain sole responsibility for adoption and enforcement of the MIPP.

(iii) Before the City approves (1) the connection of any person who may constitute a Significant Industrial User to the Sewage Collection System; or (2) a change in the quantity, characteristics, or concentrations of wastewaters discharged by any Significant Industrial User, City shall submit to VWWOS all pertinent and requested data (including quantities and expected concentrations) concerning the proposed wastewater from the Significant Industrial User; shall confer with VWWOS regarding the review and approval of such proposed action (provided that the City shall have sole decision making authority to approve or reject such proposed action). The City shall not approve any such connection or change if the wastewater to be discharged would violate the MIPP or result in Non-Specification influent.

(e) Well Water. City shall provide well water to the Facility, at the point where it is currently provided, at no cost to VWWOS.

(f) Reports. City shall cooperate with VWWOS in the preparation and timely submission to the appropriate Governmental Agencies all discharge monitoring reports and other reports required under the WDR Permit or other Applicable Law; the first draft of such reports will be prepared by VWWOS.

(g) Taxes. City shall pay all property, possessory interest, use, franchise, and other taxes, fees or similar charges associated with the operation and maintenance of the Facility and the Sewage Collection System, other than federal and state taxes imposed on VWWOS' income. The City shall not levy any additional taxes, fees, assessments, host fees or other charges on VWWOS other than those taxes, fees, assessments, host fees or other charges that are currently levied against VWWOS or expressly permitted in this Agreement. Any increased taxes, fees, assessments, host fees or charges imposed by the City on VWWOS shall cause an increase to Compensation under Section 7.07.

(h) Other Responsibilities. City shall perform all other functions and retain all responsibilities and obligations related to the Facility and the Sewage Collection System not expressly assumed by VWWOS under this Agreement.

Section 5.06 Use of Facility.

(a) General. The Facility shall be used solely for the treatment of (1) Influent collected within the City; and (2) sewage and industrial wastewaters collected by a municipality other than the City pursuant to an inter-municipal agreement approved pursuant to Section 5.06(b). At no time shall VWWOS use or knowingly permit the use of the Facility for any purposes other than those contemplated by this Agreement and in no event shall VWWOS be obligated to use the Facility for a purpose other than as set forth in this Section 5.06(a).

(b) Inter-municipal Agreements. The City shall not enter into any new agreements to accept sewage or industrial wastewaters from any other municipality without consultation with VWWOS. City may enter into such Inter-municipal Agreements provided that (1) the Facility has adequate hydraulic and treatment capacity to treat the additional wastewater; and (2) the additional municipality agrees to adopt and enforce sewer maintenance, industrial wastewater pretreatment, meeting the requirements required of City as specified in Section 5.05(d).

ARTICLE VI. PERFORMANCE OF SERVICES

Section 6.01 Standard of Services and Performance Guarantee.

On and after the Contract Date through and until the expiration or termination of this Agreement, and except as excused by an Uncontrollable Circumstance:

(a) Practices. VWWOS shall perform the Services in accordance with Prudent Industry Practice.

(b) Performance Guarantee. VWWOS shall operate and maintain the Facility so as to produce Effluent meeting the Effluent Specifications (the "**Performance Guarantee**").

- (c) Change of Law. In an event of Change of Law or execution of a Capital Project, including a Change of Law affecting the design, construction, performance, operation, maintenance or repair of the Facility or the Sewage Collection System, or standards and conditions governing Effluent discharge from the Facility, VWWOS shall use reasonable efforts to comply with such Change of Law, but no such Change of Law or Capital Project shall modify or expand the Performance Guarantee. In the event of a Change of Law or Capital Project, the parties will negotiate with each other to effect the necessary modifications to the Facility and the Sewage Collection System and equitable adjustments to the Compensation and the Performance Guarantee provided under this Agreement in order to comply with such Change of Law or operate the Facility as modified by the Capital Project and, if the City and VWWOS are unable to reach agreement, such dispute shall be resolved in accordance with Article XVI.

Section 6.02 Limitations on Performance Guarantee.

(a) City Compliance. VWWOS' obligations under the Performance Guarantee, and all other warranties and guarantees under this Agreement, shall be conditioned upon the City (i) timely and completely meeting its obligations under this Agreement and under Applicable Law; and (ii) providing Influent that does not exceed the Influent Specifications.

(b) Non-Specification Influent. In the event that City provides VWWOS with Influent in volumes or concentrations that exceeds the Influent Specifications, or that contains Abnormal Substances:

(iv) VWWOS shall use its reasonable efforts to treat such Influent wastewaters to meet the Effluent Specifications, but VWWOS shall have no responsibility to City in the event that VWWOS does not meet the Performance Guarantee; and

(v) City shall continue to make all required payments, and City shall pay VWWOS those reasonable amounts requested by VWWOS to make such reasonable efforts to treat such Non-Specification Influent, which amounts shall be in addition to other amounts payable to VWWOS under this Agreement.

(b) VWWOS shall notify the City immediately of any of the events described in this subsection that VWWOS contends relieves it of its obligation to comply with its Performance Guaranty so as to provide the City the opportunity to address and correct for such events.

Section 6.03 Performance Tests and Measuring Equipment.

(a) VWWOS shall monitor the operation of the Facility and shall measure and analyze the chemical content, physical properties, volume and flow rate of Influent entering the Facility and Effluent discharged from the Facility, in accordance with the Existing Monitoring Requirements. Such tests shall be conducted in compliance with the Standard Methods. Such information shall be recorded and maintained, and upon City's reasonable request transmitted to the City to the extent such information is not included in VWWOS periodic reporting. The performance testing and monitoring equipment ("**Monitoring Equipment**") are set forth in Schedule G.

(b) The accuracy of all Monitoring Equipment used to measure flow volumes shall be verified and calibrated at least once each calendar year. All tests of accuracy of such flow Monitoring Equipment shall be conducted in accordance with the procedures and standards specified by the manufacturer of the flow Monitoring Equipment and any applicable EPA or State standards.

(c) The accuracy of any analytic Monitoring Equipment used to measure the physical or chemical properties of Influent or Effluent shall be verified in accordance with the frequency, methods and tests required by EPA and the State, and the QA/QC Program.

Section 6.04 Disclaimer of Implied Warranties.

The Performance Guarantee set forth in Section 6.01(b) is the exclusive guarantee and warranty under this Agreement. VWWOS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ARTICLE VII.
COMPENSATION AND FEES**

Section 7.01 Intentionally Omitted.

Section 7.02 Service Fee.

Effective on the Effective Date, City shall pay to VWWOS a monthly service fee (the “**Service Fee**”) equal to the sum of 1/12th of the base annual compensation payable in consideration of performance of the Services (“**Fixed Component**”) plus applicable Pass-Through-Costs. Commencing on the Effective Date, the Fixed Component of the Service Fee shall be **\$1,394,300.62** per year, or a monthly fee of **\$116,191.72** and adjusted as of the Anniversary Date each calendar year pursuant to the Adjustment Escalator as provided under Section 7.04.

Section 7.03 VWWOS-Financed Capital Projects.

If VWWOS funds any Capital Projects, City payment for such financing shall be the subject of a separate agreement between the City and VWWOS.

Section 7.04 Adjustment Escalator.

(a) CPI as Adjustment Escalator. The Fixed Component shall be adjusted as of July 1 each calendar year pursuant to the Adjustment Escalator. The Adjustment Escalator shall be determined in accordance with the U .S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers Los Angeles-Anaheim-Riverside (all items) on the basis of 1982-84 =100 ("CPI"), or its successor index if the CPI is discontinued or substantially modified.

(b) Calculation of Adjustment Escalator. The Fixed Component of the Service Fee will be adjusted each Anniversary Date for the succeeding twelve (12) month period by an amount equal to the Adjustment Escalator. The adjustment shall utilize the CPI as of July 1 of each calendar year and be effective as of July 1 of each calendar year; provided, however, because of the reporting periods for the CPI index, the calculation shall be made as of October 1 of each calendar year and amounts reflecting the adjustments for the months of July, August and September which precede the adjustment shall be invoiced and payable with the next invoice after the adjustment. The Adjustment Escalator shall be the percentage increase in the CPI from the July 1 preceding the prior adjustment to the July 1 immediately preceding the adjustment. The adjustments of the Fixed Component of the Service Fee and shall be determined based on the following formulas:

(i) Fixed Component (after adjustment) = Fixed Component (prior to adjustment) x [1 + Adjustment Escalator (reflected as a decimal with, as an example, fifty percent (50%) written as 0.50)].

(ii) The Service Fee shall not be decreased by an adjustment except as otherwise provided in this Agreement such as in the event of an adjustment related to a Capital Project resulting in a reduction of operating costs.

VWWOS agrees to support the City, at no additional cost to the City, in the City's compliance with the requirements of Proposition 218 by providing customary cost and operating data concerning the Facility and Sewage Collection System as reasonably necessary to support the City's rate study.

(c) **Restrictions Under Applicable Law.** If the present or future interpretation or the future imposition of any Applicable Law shall prevent VWWOS from increasing the Service Fee or other Compensation or revising the Service Fee or other Compensation as herein provided, or shall nullify or reduce said Service Fee or other Compensation specified herein, VWWOS and City shall promptly meet to determine if mutually agreeable changes can be made in this Agreement to cause it to conform with such Applicable Law and provide VWWOS with the equivalent Compensation and Service Fee that is structured in a manner consistent with Applicable Law. If mutually agreeable changes cannot be effected within sixty (60) days after such meeting, VWWOS shall have the right to have the issue resolved in accordance with the procedures set forth in Section 16.05.

Section 7.05 Payments.

(a) Intentionally Omitted.

(b) Intentionally Omitted.

(c) **Service Fee.** Starting in the first calendar month following the Effective Date, VWWOS shall provide City with a statement (the "**Billing Statement**") for the Billing Period, which will reflect the calculation of the Service Fee as set forth in Section 7.02. City shall pay the Service Fee for each Billing Period within thirty (30) days after delivery of the invoice. However, if City disputes any items on the Billing Statement it shall not be required to pay the disputed amounts or items until the dispute is resolved.

(d) **Pass-Through Costs.** In addition to the Service Fee, City shall reimburse VWWOS for the actual costs (collectively, "**Pass-Through Costs**") of (i) solid waste treatment and disposal arising out of or related to the operations of the Facility (including the cost of transportation, disposal charges and any third party charges) and (ii) Sewage Sludge treatment and disposal arising out of or related to the operations of the Facility (including the cost of transportation, disposal charges, third party charges and other expenses as approved in **Schedule B.8**). VWWOS shall provide City with an invoice of such amounts as and when incurred and the City shall pay such amounts within thirty (30) days after delivery of the invoice. The costs of such insurance and bonds and other costs properly chargeable to Capital Projects undertaken by VWWOS shall not be treated as Pass-Through Costs, but, rather shall be paid for as set forth in such other amendment to this Agreement or other agreement between VWWOS and the City that evidences such Capital Project. Except as otherwise provided in this Agreement, Pass-Through Costs shall not exceed the actual costs set forth in invoices submitted by third party vendors/contractors to VWWOS. Pass-Through Costs for Sludge treatment and disposal incurred prior to the Effective Date shall be subject to compensation as provided in the Existing Agreement.

(e) **Interest on Accrued and Unpaid Amounts.** Interest shall accrue on all accrued and unpaid amounts at the rate of two percent above the Prime Rate per annum, or the maximum interest rate permitted by Applicable Law, whichever is less.

Section 7.06 Adjustment to Service Fee or Other Compensation.

(a) **Applicable Law.** To the extent that any portion of the Compensation described herein violates Applicable Law or the terms of any existing debt, bonds, grants or other financing or debt incurred by the City prior to the Effective Date relating to any of the Facility, the Facility Site, the Facility Site License, the Sewage Collection System or the Collection System License, VWWOS and the City shall adjust the Compensation to comply with such Applicable Law or the terms of such existing debt, bonds, grants or other financing or debt, as applicable, in order to provide VWWOS with the amount of Compensation contemplated under this Agreement. To the extent that VWWOS and the City are unable to agree upon the adjustments to Compensation, the dispute shall be resolved in accordance with Article XVI.

(b) **MIPP.** If the City adopts a MIPP pursuant to Section 5.05 and requests VWWOS to perform services in connection therewith, the Fixed Component of the Service Fee, shall be increased to reflect such additional obligations by VWWOS as negotiated between the City and VWWOS and set forth in an amendment to the Agreement executed by both parties.

(c) **Change of Scope or Assumptions.** The Service Fee, as applicable, shall be increased (i) based on documented change in costs, for any substantial change in the scope of VWWOS services set forth in this Agreement, and/or any substantial change in the costs of the Facility or Sewage Collection System operation and maintenance caused by a Change in Law, City-directed change, City-Caused Delay, Unknown Site Condition or Uncontrollable Circumstances With respect to a change to the Service Fee under this paragraph, VWWOS shall provide the City with a proposed estimate for the changes to the Fixed Component and upon receipt of the estimate, the parties shall negotiate in good faith on any adjustment. If the parties are unable to reach agreement on such adjustment within 15 days, the matter will be resolved pursuant to the dispute resolution process set forth in Article XVI. Any agreement shall be memorialized in an amendment to this Agreement executed by both parties.

(d) **Additional Services.** The City may request that VWWOS provide additional or ancillary services in connection with the Facility, the Facility Site or the Sewage Collection System. The additional services may be requested by the City Manager in subject to limitations contained in the City of Arvin Municipal Code and VWWOS agrees to perform such additional services at the labor rates set forth in Schedule I attached hereto as adjusted (i) on the Anniversary Date of each fiscal year pursuant to the Adjustment Escalator as provided under Section 7.04 and (ii) every third Anniversary Date to reflect the then current rates offered by VWWOS to its customers. The additional work shall be confirmed in a Task Authorization negotiated in good faith by the parties and executed by the City Manager and an authorized representative of VWWOS memorializing the tasks to be performed and Compensation payable. Approved third-party costs and expenses may be included in the Task Authorization and treated as Pass-Through Costs.

Section 7.07 Adjustments.

In connection with any adjustment in Compensation under this Agreement, the adjustment shall be based upon actual increases in costs, plus applicable overhead and profit. VWWOS shall provide reasonable documentation and evidence to support the applicable Compensation adjustment. For adjustments occurring to Pass-Through Cost reimbursements, the Service Fee, they shall be paid through the normal billing of such items, with one-time adjustments payable on the next invoice. Prior to any adjustments taking effect, they shall be memorialized in an amendment to the Agreement executed by both parties.

ARTICLE VIII.
RETURN OF WASTEWATER SYSTEM TO CITY

Section 8.01 Return of Facility at Completed Term.

At the end of the Term, the licenses the City granted to VWWOS related to the Facility, Facility Site and Sewage Collection System shall terminate. In addition, VWWOS shall remove any and all liens related to any financing, construction or operations, except for those liens authorized by the City.

Section 8.02 Facility Evaluation.

(a) Scope. During the Term of this Agreement upon reasonable notice to VWWOS and at intervals of not more than once every three years, but in no event later than six months prior to expiration of the Term, the City may, at the City's discretion and cost, cause an independent engineer to conduct an evaluation (the "**Evaluation**") to determine that: (1) all maintenance, repair and replacements required by this Agreement have been completed; (2) all management systems, records, and information are satisfactorily maintained; (3) the Facility is operating in material compliance with the Performance Guarantee; and (4) all buildings, grounds, equipment and vehicles are in good operating condition, ordinary wear and tear excepted. The Evaluation shall include a walk-through of the Facility machinery and structures, a review of maintenance, repair and replacement records.

(b) Performance Test. The Evaluation may include a 48-hour performance test (the "**Performance Test**") if performed during the last year of the Term. If the Performance Test indicates that the Facility is capable of meeting the Performance Guarantee, the Performance Test shall be deemed to have been successfully passed. If the Performance Test is not successfully passed, VWWOS shall, at its costs make all necessary repairs and replacements, and the Performance Test shall be performed at VWWOS' expense.

ARTICLE IX.
CONFIDENTIAL INFORMATION

Section 9.01 Confidential and Proprietary Information.

City acknowledges that VWWOS and the Affiliates have valuable confidential and proprietary information relating to the processing of wastewater and the production and distribution of reclaimed water; and that disclosure of such information to City or City's representatives is solely for the purposes of facilitating the transactions and work contemplated by this Agreement, and is made solely under the terms and conditions of this Article IX.

Section 9.02 Identification of Confidential Information.

VWWOS shall inform the City in writing of any confidential or proprietary information contained in any documents submitted to City by VWWOS under this Agreement ("**Confidential Information**"). VWWOS shall mark any such documents which contain Confidential Information with a legend "CONFIDENTIAL", "PROPRIETARY", or the like. If the City receives a California Public Records Act request that seeks records that VWWOS has identified as "CONFIDENTIAL" or "PROPRIETARY" the City shall notify VWWOS of the request as soon as reasonably possible so that VWWOS may take any legal action it deems necessary to enjoin the production of said records. If within ten (10) days of the City notifying VWWOS of the records request VWWOS has not initiated legal proceedings to enjoin the production of said records, the City shall produce the records. In such

circumstance, VWWOS waives any and all claims against the City for damages or otherwise resulting from the City's production of said records.

Section 9.03 Non-Disclosure of Confidential Information.

Except for such disclosures as permitted under Sections 9.02 and 9.04 or as are required by Applicable Law (after notice as provided in Section 9.05), no Confidential Information provided by VWWOS shall be disclosed by City to any other person or entity without the express written consent of VWWOS, in its sole discretion, and no such Confidential Information shall be used by City, its agents or representative for any purpose other than such purposes as are expressly authorized under this Agreement. City, its agents and its representatives shall take all precautions necessary to preserve the confidentiality of such Confidential Information and to protect it from disclosure to third parties, except as permitted under Sections 9.02 and 9.04 or by Applicable Law.

Section 9.04 Permitted Disclosure.

Confidential Information received by City may be disclosed to City's employees, auditors, accountants, legal counsel, engineering and other consultants, financial advisors, and insurers (collectively, the "City Employees and Agents"), if and to the extent that access to such Confidential Information is necessary in the performance by such person of their responsibilities with respect to administering or enforcing this Agreement. Any such disclosure shall be limited to the amount of Confidential Information that is necessary for such person to perform their responsibilities with respect to administering or enforcing this Agreement. City shall require any such City Employees and Agents to execute a confidentiality agreement acknowledging and agreeing to abide by the terms of this Article; and VWWOS shall be a third-party beneficiary to each such confidentiality agreement.

Section 9.05 Legal Demands.

In the event that City or its representatives receive a legal demand from any Governmental Agency or any other party (including a demand by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, City shall provide VWWOS with prompt written notice so that VWWOS may take such legal action as it deems appropriate to dispute such process and to protect the Confidential Information from disclosure to a third party. Pending any such action to protect the Confidential Information, City shall, at no cost to the City, take all reasonable steps to avoid prejudice to VWWOS' rights and efforts to protect such Confidential Information (and VWWOS shall indemnify and hold the City harmless against any cost or award of attorney's fees imposed against the City in connection with actions taken by the City to protect Confidential Information). In the event a protective order or other remedy is not obtained, or that VWWOS waives compliance with the provisions of this Section 9.05, City shall furnish only that portion of the Confidential Information which City is legally required to disclose.

Section 9.06 Limitation On Use.

City shall not use, or allow any of its employees, representatives, or agents to use, any Confidential Information for any purpose other than to monitor VWWOS performance of VWWOS' obligations under this Agreement, or to administer and enforce this Agreement.

Section 9.07 Survival.

The terms of this Article IX shall survive termination of this Agreement.

ARTICLE X.
REPRESENTATIONS AND WARRANTIES

Section 10.01 VWWOS Representations.

VWWOS represents and warrants to the City that:

(a) Existence and Powers. VWWOS is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and authorized to do business in the State, with the full legal right, power, and authority to enter into and perform its obligations under this Agreement, including the authority to provide engineering services within the State.

(b) Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed, and delivered by all necessary action of VWWOS, and constitutes a legal, valid, and binding obligation of VWWOS, enforceable against VWWOS in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency, or other similar laws affecting creditor's rights.

(c) No Conflict. The execution and delivery by VWWOS of this Agreement, and the performance by VWWOS of its obligations under this Agreement, does not (i) conflict with, violate, or result in a material breach of law, regulation, corporate charter or bylaw applicable to VWWOS, or (ii) conflict with, violate or result in the material breach of any term or condition of any order, judgment, decree, agreement or other instrument to which VWWOS is a party.

(d) No Litigation. VWWOS has no written notice of any action, lawsuit, or proceeding before any court or Governmental Agency that is pending or threatened, in which an unfavorable decision could reasonably be expected to have a material adverse effect on VWWOS' execution or delivery of this Agreement or enforceability against VWWOS of this Agreement or VWWOS' Performance of its obligations hereunder.

Section 10.02 City Representations.

City represents and warrants to VWWOS that:

(a) Existence and Powers. City is a general law city duly organized, validly existing, and in good standing under the laws of the State, with the full legal right, power, and authority to enter into and perform its obligations under this Agreement.

(b) Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed, and delivered by all necessary action of City, and constitutes a legal, valid, and binding obligation of City, enforceable against City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditor's rights. City has satisfied all procurement and contracting procedures and obligations under Applicable Law governing the award and execution of this Agreement. City warrants that the funds required for all Compensation and other payments required under this Agreement shall be available through User Fees anticipated to be received by the City.

(c) No Conflict. The execution and delivery by City of this Agreement, and the Performance by City of its obligations under this Agreement, does not (i) conflict with, violate, or result in a material breach of law, regulation, charter, ordinance or bylaw applicable to City, or (ii) conflict with, violate or result in the material breach of any term or condition of any order, judgment, decree, agreement or other instrument to which City is a party, or (iii) contravene or result in any breach of or creation of any Lien on any property of City under any indenture, mortgage, loan agreement, lease or other agreement or instrument to which City is a party or by which City or any of its properties are bound.

(d) No Litigation. City has no written notice of any action, lawsuit, or proceeding before any court or Governmental Agency which is pending or threatened, in which an unfavorable decision could reasonably be expected to have a material adverse effect on the execution or delivery by the City or enforceability against the City of this Agreement or City's Performance of its obligations hereunder.

(e) No Event of Default. No condition exists that constitutes, or with the giving of notice or lapse of time or both would constitute, an event of default by City under any indenture, mortgage, deed of trust, lease, bond issuance, conditional sales contract, loan or credit arrangement or other material agreement or instrument to which City is a party or by which City or any of its properties or assets may be bound, which individually or in the aggregate with all such other events of default could reasonably be expected to have a Material Adverse Effect. City is not in default with respect to any Governmental Approval which would have a Material Adverse Effect.

(f) Title. City owns fee simple title or valid easements, without material encumbrances, to the Facility, the Facility Site, the Facility Site License, the Sewage Collection System and the Collection System License, and has the power to grant access to VWWOS to perform VWWOS' obligations under this Agreement. No title encumbrance exists which would adversely affect the ability, or increase the costs, of VWWOS to perform its obligations under this Agreement.

(g) Compliance with Applicable Law. The Facility has been and is being operating in compliance with Applicable Law, and the Facility has the treatment capacity stated in Schedule A.I.

(h) Representations. The information disclosed in writing by or on behalf of City to VWWOS (including any financial statements) in connection with the negotiation of the Agreement and the transactions contemplated thereby, when taken as a whole, with all other written disclosures to such parties, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; it being understood with respect to any projections contained in such materials that such projections are based on good faith estimates and assumptions by City, and that projections as to future events are not to be viewed as fact, and that actual results during the period covered by such projections may differ from projected results; provided that the management of City has no reason to believe that such projections are materially false or incorrect. There is no peculiar fact of which City has knowledge that has not been disclosed by City in writing to VWWOS that could have a Material Adverse Effect.

(i) Taxes. As of the Contract Date, all real property, personal property, documentary, sales or use taxes relating to the grant of the Facility Site License and the Collection System License to VWWOS which are due and payable have been paid in full, or adequate provision for payment has been made, by City.

(j) Environmental Conditions. The City makes the following representations regarding the condition and legal status of the Facility, Facility Site and Sewage Collection System as of the time VWWOS commenced operating and maintaining them:

(i) The Facility, the Facility Site, the Facility Site License, the Sewage Collection System, and the Collection System License have been, in material compliance with all Environmental Laws.

(ii) There have been no past, or pending or threatened, claims, complaints, notices or requests for information received by City with respect to any alleged violation of any Environmental Law at, under, in, across or arising from the Facility, the Facility Site, the Facility Site License, the Sewage Collection System or the Collection System License, or with respect to any potential liabilities with respect to Environmental Conditions at, on, in, under or affecting the Facility Site, the Facility Site License, the Sewage Collection System or the Collection System License.

(iii) There have been no Releases at, on or under the Facility, the Facility Site, the Facility Site License, the Sewage Collection System or the Collection System License or on any real property adjacent thereto that, singly or in the aggregate, have or may be reasonably expected to have a Material Adverse Effect or constitute a violation of Environmental Laws.

(iv) None of the Facility, the Facility Site, the Facility Site License, the Sewage Collection System or the Collection System License have been listed or proposed for listing on the National Priorities List pursuant to any Environmental Law, or on any similar State list of sites requiring investigation, remediation, or cleanup.

(v) There are, and have not been, any active or abandoned underground storage tanks on or under the Facility, the Facility Site, the Facility Site License, the Sewage Collection System or the Collection System License.

(vi) There are no polychlorinated byphenyls or friable asbestos present at, on, in or under the Facility, the Facility Site, the Facility Site License, the Sewage Collection System or the Collection System License that singly, or in the aggregate, have or may reasonably be expected to have a Material Adverse Effect or constitute a violation of Environmental Laws.

(vii) No Environmental Conditions exist at, on or under the Facility, the Facility Site or the Collection Systems Easement which could give rise to liability under any Environmental Law.

ARTICLE XI.
CONDEMNATION OF FACILITY, SITE OR LICENSE

In the event of any taking, condemnation, or eminent domain proceedings affecting the Facility, the Facility Site, the Facility Site License, the Sewage Collection System or the Collection System License during the Term of this Agreement, the rights and obligations of the parties with respect thereto shall be as provided by Applicable Law.

ARTICLE XII.
INSURANCE

Section 12.01 Required Insurance.

VWWOS shall, at its own expense, secure and maintain in effect during the Term of the Agreement the following insurance:

(a) Workers' Compensation Insurance in accordance with statutory requirements and limits where applicable;

(b) Comprehensive General Liability Insurance that names City as an additional insured party, including contractual liability coverage for amounts of not less than \$3,000,000 per occurrence, \$5,000,000 aggregate, for bodily injury and property damage;

(c) Comprehensive Automobile Liability Coverage with a coverage limit of not less than \$2,000,000 per occurrence for bodily injury and property damage; and

(d) Environmental (Pollution) Legal Liability Insurance, including but not limited to coverage for transportation, with limits of \$1,000,000 each pollution incident and \$2,000,000 annual aggregate, covering bodily injury, property damage and on and off site clean-up (remediation) expenses, and non-owned site coverage, for injuries or damages arising out of VWWOS' services.

Section 12.02 Certificates of Insurance and Endorsements.

VWWOS shall name the City its officers, officials, employees, and agents as additional insureds on its general liability, environmental pollution legal liability insurance, and automobile policies and provide City certificates evidencing such insurance and endorsements. In the event that the insurance coverage specified in Section 12.01 is canceled or cannot be obtained, VWWOS will notify City within thirty (30) days. Upon request, VWWOS will also identify forms of policies set forth in section 12.01 above to the extent written on ISO forms.

Section 12.03 Performance Bonds.

During the Term of this Agreement, but subject to commercial availability, VWWOS will provide and maintain a performance bond in an amount equal to the anticipated Service Fee for a one year period (as reasonably approved by VWWOS and the City), escalated annually in a manner consistent with

the annual adjustment of the Service Fee, securing faithful performance by VWWOS of its obligations under this Agreement with respect to operation, maintenance, repair and replacement of the Facility.

Section 12.04 City Insurance.

City shall, at its own expense, secure and maintain in effect during the Term of the Agreement the following insurance:

(a) Property and Casualty Insurance for the full replacement value of the Facility and Sewage Collection System; and

(b) Comprehensive General Liability Insurance that names VWWOS as an additional insured party, including contractual liability coverage for amounts of not less than \$2 million per occurrence, \$5 million aggregate, for bodily injury and property damage.

ARTICLE XIII. LIABILITY AND INDEMNITY

Section 13.01 VWWOS Indemnity and Limitations.

(a) VWWOS Indemnity. Subject to the provisions of Sections 13.01(b) and 13.04, VWWOS shall defend, indemnify and hold harmless City, its officers, elected officials, employees, and agents (the “**City Indemnified Parties**”) from and against any Losses that directly arise out of, or result from, and are related to

(i) the breach of any material covenant of VWWOS under this Agreement or any representation made by VWWOS in Section 10.01 of this Agreement; or

(ii) any negligent or willful acts or omissions by VWWOS, its agents, employees or subcontractors, in failing to perform VWWOS’ obligations under this Agreement, except to the extent that such Losses arise from the negligent or willful actions or omissions of any of the City Indemnified Parties; or

(iii) any material breach by VWWOS of the Performance Guarantee, except to the extent that such Losses arise from any item in which the City is obligated to indemnify VWWOS pursuant to Section 13.02 or Section 13.03. Nothing in this provision shall alter or expand VWWOS’ Performance Guarantee as set forth in Section 6.01.

(b) Limitations.

(i) VWWOS’ obligations under Section 13.01(a) and VWWOS’ liability under this Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) shall not exceed (i) the amount of \$1,000,000 cumulatively under this Agreement with respect to uninsured claims or Losses, or (ii) the limits of insurance proceeds available under Section 11.01 with respect to insured claims or Losses. The foregoing limitation is not intended to limit the City’s rights of recovery under any insurance coverage procured pursuant to the terms of this Agreement.

Section 13.02 City Indemnity and Limitations.

(a) City Indemnity. Subject to the provisions of Sections 13.02(b) and 13.04, City shall defend, indemnify and hold harmless VWWOS, its parent, affiliates, officers, employees and agents (the “**VWWOS Indemnified Parties**”) from and against any Losses that arise out of, or result from, and are related to:

(i) the breach of material covenant of the City under this Agreement or any representation made by the City in Section 100.2 of this Agreement; or

(ii) the negligent or willful acts or omissions by City or any City Employees and Agents; Limitations.

(b) The City's obligations under Section 13.02(a) (and the other provisions of this Agreement that reference this Section 13.02(b)) shall be limited to the aggregate amount of (1) all User Fees; (2) insurance proceeds allocable or available to the City under any insurance or self-insurance policy or program; (3) insurance and other proceeds allocable or available to the City from the San Joaquin Valley Risk Management Authority insurance pool (or such successor or other organizations or pools with respect to which the City is a member or a participant); and (4) to the maximum extent permitted by law, all funds, bond proceeds, grants and monies of the City (including federal, State, county, FEMA, CDBG grants, loans, funds and monies) other than the City's general fund.

(i) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF VWWOS, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY. This Section 13.02(b)(ii) shall not apply to actual damages incurred by VWWOS as a result of an event described in Section 13.02(a) above and, subject to the limitation set forth in Section 13.02(b)(i), the City agrees that VWWOS is entitled to recover such actual damages.

Section 13.03 Environmental Indemnity and Limitations.

(a) Subject to the provisions of Section 13.04, City shall defend, indemnify and hold harmless the VWWOS Indemnified Parties from and against any Losses arising out of or related to:

(i) any Environmental Conditions on, in, under, across or at the Facility, the Facility Site, the Facility Site License, Sewage Collection System or the Collection System License existing as of the date VWWOS commenced operating and maintaining them or on any real property adjacent to or nearby any of the foregoing;

(ii) any Release or threatened Release of Regulated Substances from the Facility, the Facility Site, the Facility Site License, the Sewage Collection System, or any location used for the treatment, disposal, storage or beneficial use of Effluent, Sewage Sludge or other wastes produced by the Facility except to the extent such Release or threatened Release is caused by VWWOS as the operator of the Facility; or any violations of Environmental Laws related to operation or maintenance of the Sewage Collection System or the Facility, or the treatment, disposal, generation, discharge or beneficial use of Effluent, Sewage Sludge, Reclaimed Water or other wastes produced, generated or discharged by the Facility, except to the extent that such Losses are caused by the negligent or willful acts or omissions of VWWOS in failing to perform its obligations under this Agreement or VWWOS' material breach of the Performance Guarantee.

(b) Subject to the provisions of Section 13.04, VWWOS shall defend, indemnify, and hold harmless the City Indemnified Parties from and against any fines and civil penalties properly imposed by any Governmental Agency or any Losses arising out of or related to:

(i) any Release or threatened Release by Regulated Substances from the Facility, the Facility Site, the Facility Site License by VWWOS during the Term,

(ii) any violations of Environmental Laws resulting from a material breach of the Performance Guarantee caused by the negligence or willful acts or omissions of VWWOS.

(iii) any violations of Environmental Laws during the Term related to VWWOS' operation or maintenance of the Facility, the Facility Site, the Facility Site License.

The indemnity provided in this Section 13.03(b) shall not apply to fines, penalties and Losses to the extent caused by the Influent failing to satisfy the Influent Specification.

Section 13.04 Procedures for Notice and Defense.

The following procedures shall govern any claims for indemnification under Sections 13.01, 13.02, 13.03:

(a) Notice. The party claiming a right to indemnification shall promptly give the indemnifying party written notice of the incurring of any Losses or the assertion of any claim that will likely result in a claim by it for indemnity pursuant to this Agreement. The notice shall describe with reasonable detail the nature of such Losses or claim to the extent known, and shall include copies of any written documentation from the party asserting such claim.

(b) Assumption of Defense. The indemnifying party shall have the right to assume the defense of any such claim. Upon assumption of such defense by the indemnifying party, the indemnified party may participate in the defense of such claim at the indemnified party's sole expense.

(c) Conduct of Defense. Upon assuming the defense of any claim covered by an indemnity, the indemnifying party shall keep the indemnified party reasonably informed of the status of such matter. The indemnifying party shall have the right to compromise and settle any such claim, providing that the indemnifying party shall make no admission of liability or fault on the part of the indemnified party without the indemnified party's written permission.

Section 13.05 Survival.

The provisions of this Article XIII shall survive the expiration or termination of this Agreement for a period of four (4) years.

**ARTICLE XIV.
UNCONTROLLABLE CIRCUMSTANCES**

Section 14.01 Uncontrollable Circumstance.

Subject to the requirements of Section 14.02, neither party shall be liable to the other for breach, default or delay in performance of any of its obligations under this Agreement (except an obligation to make payment when due) in the event such party is rendered unable, wholly or in part, to carry out its respective obligations as the result of an Uncontrollable Circumstance. Such party shall be excused from performance only during the period and to the extent that the affected party, acting with all due diligence and dispatch, is prevented from performing by the Uncontrollable Circumstance. Subject to the requirements of Section 14.02, if as the result of an Uncontrollable Circumstance, VWWOS is unable to perform or delayed in performance of any of the work required under Section 5.04, the Performance Guarantees shall be adjusted accordingly.

Section 14.02 Obligations In Event of Uncontrollable Circumstance.

As a condition for being relieved of its obligations due to an Uncontrollable Circumstance, the party claiming excuse from such Uncontrollable Circumstance (“**Excused Party**”) shall:

(a) Promptly give notice to the other party of the occurrence of such Uncontrollable Circumstance.

(b) Use its reasonable efforts to eliminate or mitigate the effect of such Uncontrollable Circumstance.

(c) Promptly give notice to the other party when such Uncontrollable Circumstance has been eliminated or has ceased to prevent the Excused Party from fulfilling such obligations.

(d) Proceed to fulfill such obligations as soon as reasonably practicable after such Uncontrollable Circumstance has been eliminated or has ceased to prevent the Excused Party from fulfilling such obligations.

Section 14.03 Termination for Uncontrollable Circumstance.

If any Uncontrollable Circumstance prevents the performance by VWWOS or City for more than one hundred eighty (180) days, then VWWOS shall have the sole right to terminate this Agreement upon thirty (30) days' written notice. In the event that this Agreement is terminated under this provision, within ninety (90) days after the date on which the Agreement is terminated:

(a) **Accrued and Unpaid Compensation.** City shall pay to VWWOS all unpaid amounts for the Service Fee and other Compensation that has accrued through the date of termination of this Agreement, plus interest thereon.

(b) **Relinquishment of Operating Control.** Upon termination of this Agreement as a result of an Uncontrollable Circumstance, VWWOS shall transfer to City the full possession, control, use and occupancy of the Facility and the Sewage Collection System, including any VWWOS-Financed Capital Projects, the Facility Site License and the Collection System License.

(c) **Cooperation.** VWWOS shall reasonably cooperate with the City during the 30-day notice period described in Section 14.03 so as to attempt to avoid material adverse interruption of the operation of the Facility. City shall pay VWWOS for all costs and expenses incurred by VWWOS in providing such cooperation and assistance.

(d) **Labor and Other Contracts.** To the extent assignable and transferable, VWWOS shall assign and transfer to City any labor, maintenance, or supply contracts relating to the Facility that have been entered into by VWWOS, and any contracts for the sale of Reclaimed Water produced by the Facility. Upon such assignment, City shall assume all of VWWOS' obligations under any such assigned contracts and VWWOS shall have no further obligations therefor. City shall pay all costs incurred in assigning and transferring such contracts to City.

(e) **Termination of Contracts.** To the extent that any contracts entered into by VWWOS with respect to the Facility are not assigned and assumed by City, City shall be liable to VWWOS for all costs incurred in terminating such contracts.

(f) **Transition Training.** VWWOS shall reasonably cooperate with the City or any other party chosen to operate the Facility by providing initial training and information regarding the Facility as reasonably required by the City, provided that the City and any other such party shall execute and comply with agreements providing for the protection of confidential and proprietary information containing provisions comparable to Article IX. City shall pay all costs incurred by VWWOS in providing such training and information plus a reasonable fee established by VWWOS for such services.

(g) Warranties and Performance Guarantee. All warranties of any equipment guaranteed by VWWOS and the Performance Guarantee shall terminate and be of no further force and effect.

ARTICLE XV.
DEFAULTS AND REMEDIES

Section 15.01 City Events of Default.

The following occurrences or failures shall constitute events of default by the City (a “**City Event of Default**”) under the terms of this Agreement:

- (a) City's failure, neglect or refusal to pay any undisputed Compensation or other payment due under this Agreement within forty-five (45) days after the earlier of (i) receipt by the City of a Billing Statement for such payment or (ii) other written notice to City.
- (b) City's failure to keep and perform any of City's obligations or covenants under this Agreement or the breach of any warranty or representation by City under this Agreement, which failure or breach continues for forty-five (45) days after written notice thereof by VWWOS to City, unless the nature of the failure or breach is such that more than 45 days is required for its cure and City has commenced such cure within such 45 day period and thereafter diligently prosecutes the same to completion.
- (c) City shall (1) make an assignment for the benefit of creditors; (2) file or acquiesce in a petition in any court (whether or not pursuant to any statute of the United States or of any state) in bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or make an application in any such proceedings for, or acquiesce in, the appointment of a trustee or receiver for it or over all or any portion of its property; or (3) be subject to any petition filed against City in any court (whether or not pursuant to any statute of the United States or of any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings where: (x) City shall thereafter be adjudicated as bankrupt or insolvent, or (y) such petition shall be approved by any such court, or (z) such proceedings shall not be dismissed, discontinued or vacated within thirty (30) days after such petition is filed.

Section 15.02 VWWOS Remedies for City Events of Default.

In the event of a City Event of Default:

- (a) Termination. VWWOS may terminate this Agreement upon written notice to City, in which event:
 - (i) Accrued and Unpaid Compensation. City shall pay to VWWOS all unpaid amounts Service Fees and other Compensation that has accrued through the date of termination of this Agreement, plus interest.
 - (ii) Relinquishment of Operating Control. Upon termination of this Agreement, VWWOS shall transfer to City the full possession, control, use and occupancy of the Facility and the Sewage Collection System, and any VWWOS-Financed Capital Projects, the Facility Site License and the Collection System License.

(iii) Labor and Other Contracts. To the extent assignable and transferable, VWWOS shall assign and transfer to City any labor, maintenance, or supply contracts relating to the Facility. Upon such assignment, City shall assume all of VWWOS' obligations under any such assigned contracts. City shall pay all costs incurred in assigning and transferring such contracts to City.

(iv) Termination of Contracts. To the extent that any contracts entered into by VWWOS with respect to the Facility are not assigned and assumed by City, City shall be liable to VWWOS for all costs incurred in terminating such contracts.

(v) Warranties and Performance Guarantee. All warranties of any equipment guaranteed by VWWOS and the Performance Guarantee shall terminate and be of no further force and effect.

(b) Other Remedies. VWWOS shall have the right to seek specific performance, seek damages or exercise any other remedy at law or equity.

Section 15.03 VWWOS Events of Default.

An event of default by VWWOS ("VWWOS Event of Default") shall occur upon VWWOS' failure to keep and perform any of VWWOS' obligations or covenants under this Agreement or the breach of any warranty or representation by VWWOS under this Agreement, which failure or breach continues for forty-five days (45) after written notice thereof by City to VWWOS, unless the nature of the failure or breach is such that more than 45 days is required for its cure and VWWOS has commenced such cure within such 45 day period and thereafter diligently prosecutes the same to completion.

Section 15.04 City Remedies for VWWOS Event of Default.

In the event of a VWWOS Event of Default:

(a) Termination. City may terminate this Agreement upon written notice to VWWOS, in which event:

(i) Accrued and Unpaid Compensation. City shall pay to VWWOS all unpaid Service Fees and other Compensation that has accrued through the date of termination of this Agreement, plus interest.

(ii) Relinquishment of Operating Control. Upon termination of this Agreement, VWWOS shall transfer to City the full possession, control, use and occupancy of the Facility and the Sewage Collection System, and any VWWOS-Financed Capital Projects, the Facility Site License and the Collection System License.

(iii) Cooperation. VWWOS shall reasonably cooperate, at VWWOS' expense, with the City for one hundred twenty (120) days so as to attempt to avoid material adverse interruption of the construction work or operation of the facility.

(iv) Labor and Other Contracts. To the extent assignable and transferable, and if deemed by City to be to the benefit of the City or any subsequent operator of the facility, VWWOS shall assign and transfer to City any labor, maintenance, or supply contracts relating to the facility that have been entered into by VWWOS. Upon such assignment, City shall assume all of VWWOS' obligations arising on and after the date of such assignment under any such assigned contracts and VWWOS shall have no further obligations therefor.

(b) Transition Training. VWWOS shall reasonably cooperate with the City or any other party chosen to operate the facility by providing initial training and information regarding the facility as reasonably required by the City, provided that the City and any other such party shall execute and comply with agreements providing for the protection of confidential and proprietary Information containing provisions comparable to Article IX.

(c) Warranties and Performance Guarantee. All warranties of any equipment guaranteed by VWWOS and the Performance Guarantee shall terminate and be of no further force and effect.

(d) Damages and Limitations.

(i) In lieu of termination and the recovery of liquidated damages, City shall have the right to seek recovery of the actual and direct damages incurred by City as the result of such VWWOS Event of Default.

(ii) VWWOS' liability for uninsured Losses under this Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) shall not exceed \$1,000,000 cumulatively under this Agreement. The foregoing limitation is not intended to limit the City's rights of recovery under any insurance coverage procured pursuant to the terms of this Agreement.

(iii) UNDER NO CIRCUMSTANCES SHALL VWWOS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY. This paragraph shall not apply to actual damages incurred by the City as a result of a VWWOS Event of Default and, subject to the limitation set forth in Section 15.04(d)(ii), VWWOS agrees that the City is entitled to recover such actual damages.

Section 15.05 Effect of Termination.

The termination of this Agreement as a result of a City Event of Default or a VWWOS Event of Default shall not abrogate, impair, release or extinguish any obligations or liability of the defaulting party that may have accrued under this Agreement, including any debt, obligation or liability which resulted in the VWWOS event of default that was the cause of termination.

Section 15.06 Remedies Cumulative.

Except as otherwise provided in this Article 15, the remedies granted to VWWOS and City under this Article 15 shall be cumulative, and action or inaction on one shall not be deemed to constitute an election or waiver of any other right or remedy to which a party may be entitled as to that or any other Event of Default.

**ARTICLE XVI.
DISPUTE RESOLUTION**

Section 16.01 Dispute Resolution Process.

Any claim, controversy, or dispute arising out of or relating to this Agreement, or to the threatened, alleged or actual breach thereof by either party, shall be resolved exclusively as hereinafter set forth.

Section 16.02 Invocation.

The resolution procedures shall be invoked when either party sends a written notice to the other party following the occurrence of any claim, controversy or dispute arising out of or relating to this Agreement, or to the threatened, alleged or actual breach thereof. The notice shall describe the nature of the dispute and the party's position with respect to such dispute.

Section 16.03 Technical Representatives.

The parties shall expeditiously schedule consultations or a meeting between technical representatives designated by each party in an effort to resolve the dispute informally.

Section 16.04 Reference to Management Representatives.

If the technical representatives appointed by each party are unable to resolve the dispute within 15 days, the dispute shall be submitted in writing to management representatives designated by each party. The designated representative of VWWOS shall be at least a Vice President; and the designated representative of City shall be the City Manager. The designated management representatives shall attempt to resolve such dispute through consultation and negotiation, within thirty (30) days after such submittal (or such longer period as mutually agreed by the parties). The management representatives may request the assistance of an independent mediator if they believe that such a mediator would be of assistance to the efficient resolution of the dispute.

Section 16.05 Non- Binding Arbitration.

If the management representatives cannot resolve the dispute as set forth herein, the matter shall be resolved in accordance with the following arbitration procedures:

(a) Location. The arbitration shall take place at Bakersfield, California, or at such other location as the parties may agree, in accordance with the terms of this subsection and the California Code of Civil Procedure Arbitration Rules.

(b) Arbitration Notice. Upon the occurrence of a dispute, and failure of the parties to resolve such dispute through the informal processes described in Section 16.04, either party may initiate the arbitration process by giving written notice to the other party (the "**Arbitration Notice**") or as set forth in California Code of Civil Procedure 1280 *et seq.*

(c) Appointment of Arbitrators. Within thirty (30) days of the Arbitration Notice, the parties shall either agree upon the appointment of a single mutually-approved arbitrator; or if the parties are unable to agree upon a single arbitrator, each of the parties shall designate an arbitrator, and the arbitrators so designated by the VWVOS and City shall, within fifteen (15) additional days, agree upon a third independent arbitrator. The parties shall mutually cooperate to retain the arbitrator(s) upon terms and conditions mutually satisfactory to the parties as soon as practicable after selection of the arbitrator(s).

(d) Fees. The fees of the arbitrator(s) shall be paid one-half by VWVOS and one-half by City.

(e) Discovery. For a period of ninety (90) days following the appointment of the arbitrator(s) (or such longer period as the parties may mutually agree or the arbitrator(s) may direct), the parties shall have the right to engage in such discovery relevant to the matters in dispute as is allowed pursuant to the discovery rules of the California Rules of Civil Procedure.

(f) Arbitration Rules. The arbitrator(s) shall decide such disputes pursuant to the California Code of Civil Procedure Contractual Arbitration Rules in force at the time of the arbitration. The arbitrator(s) shall be required to make a final determination, subject to appeal, within one hundred twenty (120) days from the designation of the arbitrator(s), and the parties shall be bound by the terms of such final determination, unless the a party timely appeals the determination to a court of competent jurisdiction. Any appeal shall be considered by a court of competent jurisdiction *de novo*. The determination by the arbitrator(s) shall be made in writing and shall contain written findings of fact, and may be specifically enforced by a court of competent jurisdiction. The arbitrator(s) shall determine a fair and equitable allocation of the reasonable expenses of the parties incurred in connection with the resolution of any dispute hereunder. Each party shall bear its own attorney's fees, unless the arbitrator(s) shall determine that the nature of the action or defense of the losing party was frivolous, in which event the arbitrator shall determine a fair and equitable attorney's fee to be paid by the losing party to the prevailing party.

(g) Independence. The arbitrator(s) shall retain independence of all parties to this Agreement, and neither party shall engage or attempt to engage the services of the arbitrator(s) for any other purposes without prior written notice to the other party.

ARTICLE XVII. **ASSIGNMENT AND DELEGATION**

Section 17.01 City Assignment.

City shall not assign this Agreement or the Facility Site License without the consent of VWVOS which consent shall not be unreasonably withheld.

Section 17.02 VWWOS Assignment.

This Agreement shall not be assigned by VWWOS without City's consent, which consent shall not be unreasonably withheld, except that VWWOS shall have the right to assign this Agreement, without City's consent, to:

- (a) An Affiliate; or
- (b) In conjunction with a merger, consolidation or sale of substantially all of the assets of VWWOS So long as VWWOS provides evidence to the reasonable satisfaction of the City that the assignee has the technical and managerial expertise and experience and financial capacity to comply with the obligations and requirements set forth in this Agreement.

Section 17.03 Notice of Assignment.

In the event of any such assignment permitted by this Article XVII, the assignor shall give written notice to the other party.

**ARTICLE XVIII.
COVENANTS OF CITY**

Section 18.01 Existence and Properties.

City shall at all times maintain its existence as a municipal corporation under the laws of the State, and shall do or cause to be done all things necessary to preserve and keep in full force and effect its rights, powers and franchises, and its powers and authorities to perform its obligations under this Agreement.

Section 18.02 Compliance with Applicable Laws.

City covenants and agrees to comply with all Applicable Laws and Governmental Approvals.

**ARTICLE XIX.
ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS**

Section 19.01 Notices.

All notices required or desired to be given hereunder to either party shall be effective if given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, by nationally recognized overnight delivery company, or by telecopy (with telephone confirmation of receipt), if addressed or the following addresses or telecopy numbers:

Vice President Operations
Veolia Water West Operating Services, Inc.
3731 Wilshire Boulevard, Suite 600
Los Angeles, CA 90010
Telephone: (909) 614-2711

With a copy to:

Senior Vice President and General Counsel
Municipal and Commercial
Veolia North America
53 State Street, 14th Floor
Boston, MA 02109

If to City:

City Manager
City of Arvin
200 Campus Drive
Arvin, CA 93203
Phone: 805-854-3134
Fax: 805-854-0234

Any party may change its address for the purpose of this Section 19.01 by giving written notice of such change to the other parties. Notices delivered personally or by telecopy (with telephone confirmation of receipt) shall be deemed given as of actual receipt. Mailed notices shall be deemed given as of three days after mailing. Notices given by overnight delivery company shall be deemed given as of the date and time of delivery indicated on the delivery company's receipt.

Section 19.02 Non-Discrimination in Employment.

(a) Non-Discrimination Obligation. VWWOS shall comply with all Applicable Laws which prohibit discrimination against any applicant for employment or employees and will take affirmative action to ensure compliance. Such action shall be applicable to, but not be limited to, recruitment and recruitment advertising; hiring; promotion; upgrading; transfer; selection for training, including apprenticeship; demotion; layoff; and termination. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Advertisements. VWWOS in all solicitations or advertisements for employees, placed by or on behalf of the VWWOS, shall state that all qualified applicants will receive consideration for employment in accordance with all laws and regulations which prohibit discrimination and without regard to race, religious creed, color, national origin, ancestry, mental or physical disability, medical condition, genetic characteristics, marital status, sexual orientation, veteran status, sex, pregnancy, or age, or perception than an individual has any of these characteristics, or associates with individuals who have or are perceived to have these characteristics.

Section 19.03 MBE/WBE Provisions.

VWWOS shall comply with all Minority Business Enterprise/Women Business Enterprise program requirements imposed under applicable State or local law upon VWWOS' operations under this Agreement, to the extent that such programs and requirements are lawful.

Section 19.04 Further Assurances.

City and VWWOS each agree to execute and deliver any instruments, and to perform any acts, that may be necessary or reasonably requested in order to give full effect to the provisions of this Agreement and to comply with Revenue Procedure 97-13.

Section 19.05 Governing Law.

This Agreement is made with reference to, and shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws provisions.

Section 19.06 Partial Invalidity; Severability.

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If, however, the absence of the eliminated provision is contrary to the original intention of the parties, the parties shall negotiate a mutually acceptable substitute provision. If an acceptable substitute provision cannot be agreed upon within sixty (60) days of the initiation of such negotiations, the parties shall have the right to terminate the Agreement.

Section 19.07 Waiver.

The failure of either party to enforce any right under this Agreement shall not be construed as a waiver of its right to enforce that or any other right hereunder in the future.

Section 19.08 Entire Agreement.

This Agreement, including the Schedules hereto, supersedes any and all other agreements or submissions, whether oral or in writing, between the parties hereto, and contains all of the covenants and agreements between the parties relating to the subject matter hereof and the transactions contemplated herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, submission, statement, or promise not contained in this Agreement shall be valid or binding.

Section 19.09 Modification and Amendment.

Neither this Agreement nor any of the terms hereof may be terminated, amended, modified, waived or supplemented orally, but only with an instrument in writing executed by both parties.

Section 19.10 Successors and Assigns.

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

Section 19.11 Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

Section 19.12 Including, Include, etc.

As used herein, the terms "including", "include" and words of similar import shall mean including (or include), without limitation.

Section 19.13 Deemed Waiver.

When a party is obligated to provide plans or other documents for review and approval by the other party, the failure to provide a substantive response to such request within thirty (30) days of submission of the item shall result in the item being deemed approved without any further action or notice.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto entered into and executed this Agreement, by their duly authorized representatives, as of the date first above written.

VEOLIA WATER WEST OPERATING SERVICES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

CITY OF ARVIN, CALIFORNIA

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney

SCHEDULE A.1

SEWAGE COLLECTION SYSTEM AND FACILITY DESCRIPTION

Sewage Collection System

The existing Sewage Collection System consists of main lines sized from 4 to 18-inches which carry wastewater to the treatment facilities. It does not include privately owned sewer laterals and other lines on private property or not owned by the City of Arvin. It does include the 18-inch trunk line to the Facility and an 8 to 15-inch collector line. The 18-inch line has a peak capacity of about 3.8 mgd. This includes the lift station at "A" St. and El Camino Real. A second 18-inch sewer main was installed in 2007 to serve new residential and commercial developments adjacent to the alignment of the El Camino Real right of way. This line is designed to be continued east from its current termination point west of "A" St to the gravity sewer that discharges to the lift station at "A" St. The lift station will be abandoned upon completion of the El Camino Real sewer main extension.

FACILITY

Headworks

The headworks consist of a mechanically cleaned bar screen, screen press, and screenings hopper with a bar-rack bypass, two Archimedes screw type pumps, two submersible pumps and a discharge wet well. The screw pumps are Passavant 36-inch diameter pumps. The screw pumps discharge into a small wet well. The two Flygt submersible pumps rated at 950 gpm each are located in a separate wet well adjacent to the screw pumps. The submersible pumps discharge to the same discharge well as the screw pumps. A Siemens 8-inch magnetic flow meter is located in a vault on the 12-inch discharge pipe from the headworks to the oxidation ditch. A 12-inch Parshall Flume with an ultrasonic flow meter measures flow to an Orbal® oxidation ditch.

Oxidation Ditch

One of the two biological treatment components of this plant is an oxidation ditch. The oxidation ditch is trapezoidal in cross-section with one to one side slopes, a 20 foot bottom width and a normal water depth of six feet. The flow follows a "race track" pattern with mixing and aeration provided by rotors near each end of the "track". Each rotor consists of a 20-foot torque tube fitted with a series of 42-inch diameter blades. Forty-horsepower motors with reducing gears spin the rotors at a speed of about 70-rpm.

Orbal® Oxidation Ditch

The other biological treatment system is an Orbal® Oxidation Ditch. Two concentric chambers direct sewage from the outer ring to the inner ring for biological treatment. Total volume of the two chambers is approximately 600,000 gallons. Four 30 hp motors drive aerators similar to those on the oxidation ditch.

Final Clarifier #1

The mixed liquor from the oxidation ditch flows by gravity through a 16-inch pipeline to final clarifier #1. The clarifier is 50 feet in diameter with a side water depth of 12 feet. Scum is collected from the final

clarifier by a skimmer arm, which directs the scum to a scum box. From there scum pumps pump the scum to the aerobic digester.

Final Clarifier #2

The mixed liquor from the Orbal® oxidation ditch flows by gravity to final clarifier #2. The clarifier is 65 feet in diameter with a side wall depth of 15.5 feet. Scum is collected from the final clarifier by a skimmer arm, which directs the scum to a scum box. From there scum pumps pump the scum to the aerobic digester.

RAS/WAS Pumping

Return activated sludge (RAS) and waste activated sludge (WAS) from both clarifiers are pumped from open dry-pit pumping stations, located in the same structure, to the oxidation ditches, or the aerobic digester. The oxidation ditch pump station includes three manually controlled variable speed pumps and two magnetic flow meters. Each pump has a capacity range of 300-550 gpm and a return sludge capacity of 50% to 150% when all three pumps are operating. The Orbal® oxidation system pump station includes two electronically controlled variable speed pumps and two magnetic flow meters. Each pump has a capacity range of 500-1900 gpm.

Effluent Pumping

Treated effluent flows from the final clarifiers through individual transfer pipes into the effluent pump station wet well. The effluent pump station consists of two contiguous and interconnected concrete wet wells with inverts approximately 14 feet below ground surface. There are three 15 horsepower vertical turbine pumps, each with a 2-mgd pumping capacity located at this pump station. The non-potable water (plant water) system is located adjacent to the effluent pump station and uses the same wet well for the water supply source. The plant water system provides a supply of treated effluent for equipment wash down, Gravity Belt Thickener wash water and landscape irrigation water. The system consists of a 10 horsepower supply pump and a 3-inch diameter distribution line with one and two inch diameter laterals.

One Meter Belt Filter Press

A one meter, three belt filter press dewaterers aerobic sludge to 12% to 15% dry weight solids. Dewatered sludge is delivered to special roll off bins by two screw conveyors.

Sludge Drying Beds (Permanently out of service)

There is a total of 52,500 square feet (sq. ft.) of sludge bed area. The original three sludge beds have an under drain system and a total area of 10,160 sq. ft. Sludge beds added after the 1984 expansion, and modified in 2000, include four unlined sludge beds and account for the remaining 42,300 sq. ft.

Irrigation Facilities

The plant effluent is pumped to irrigation reservoirs, consisting of two 43 acre-feet (ac ft) ponds and one 202 acre-foot pond. One pond has soil-cement side slopes with an unlined bottom. The other two reservoirs have soil sides and bottom. The City contracts directly with Community Recycling and Resource Recovery Center, Inc. to farm and manage the irrigation of the City owned farm land.

Community Recycling also utilizes treated effluent on 524 acres of its own property. Effluent is conveyed to the irrigation system using two pumps that are operated by Community Recycling, but maintained by Veolia Water. Veolia water has no responsibility for maintenance of any irrigation facilities beyond the two irrigation pumps.

Administration Building

A combination administration/laboratory/motor control building is located on the plant site.

Existing Design Criteria - City of Arvin WWTP

Raw Wastewater

Design Flow, Average (mgd)	2.0
Peak Flow (mgd)	2.0
Biochemical Oxygen Demand (BOD ₅), (mg/L)	250
Biochemical Oxygen Demand (BOD ₅), (lbs/day)	4,170
Total Suspended Solids (TSS), (mg/l)	250
Total Suspended Solids (TSS), (lbs/day)	4,170

Headworks

Mechanically cleaned bar screen (One)	
Screw Pump No.1 - Capacity (mgd)	2.0
Screw Pump No. 2 - Capacity (mgd)	2.0

Meter Vault

Type	Ultrasonic
Capacity (mgd)	2.88
Size (in)	12

Oxidation Ditch

Number (each)	1
Biological Loading (BOD ₅), (lbs/1,000 cf/day)	6
Detention Time (hrs)	11.4
Volume (mg)	0.57
MLSS - Design (mg/L)	3,500
MLSS - Operating Range (mg/L)	2,000 - 4,000
Rotors	
-Number	2
-Length, Total (ft)	20
-Maximum Submergence (in)	12
-Rotor, Horsepower	40

Final Clarifier #1 (Oxidation Ditch)

Number	1
Diameter (ft)	50
Side water Depth (ft)	14
Overflow Rate at 0.8 mgd (gpd/sf)	407
Overflow Rate at 2.0 mgd (gpd/sf)	1,019

Return Activated Sludge (RAS) Pumps (Oxidation Ditch)

Number (active + standby-inoperable)	3(2+1)
Capacity, each (mgd)	0.79
Horsepower, each	10
Recirculation, percent of influent average	50 - 150

Orbal® Oxidation Ditch

Number (each)	1
Biological Loading (BOD ₅), (lbs/1,000 cf/day)	6
Detention Time at 1.4 mgd, (hrs)	5
Volume (mg)	0.6
MLSS - Design (mg/L)	3,000
MLSS - Operating Range (mg/L)	2,000 - 4,000
Rotors	
-Number	4
-Length, Total (ft)	16
-Maximum Submergence (in)	21
-Rotor, Horsepower	30

Final Clarifier #2 (Orbal® Oxidation Ditch)

Number	1
Diameter (ft)	50
Side water Depth (ft)	15.5
Overflow Rate at 1.2 mgd (gpd/sf)	361
Overflow Rate at 2.0 mgd (gpd/sf)	603

Return Activated Sludge (RAS) Pumps (Orbal® Oxidation Ditch)

Number (active + standby)	2(1+1)
Capacity, each (mgd)	2.7
Horsepower, each	20
Recirculation, percent of influent average	50 - 150

Belt Filter Press (One meter)

Number	1
Capacity, dry pounds/hour	400

Sludge Beds (Permanently out of service)

Number	6
Total area for beds with under drain (sf)	10,160
Total area for beds without under drain (sf)	42,300

Effluent Pump Station

Number of Pumps	3
Capacity, each (gpm)	1,400

Effluent Disposal/irrigation Reservoirs

Number	3
Storage Capacity per pond (acre-feet)	43, 43 & 202

Irrigation Pump Station

Number of Pumps	2
Capacity, each (gpm)	1,630

SCHEDULE B.1

VWOS OPERATING AND MAINTENANCE SERVICES

VWOS shall perform the following operation and maintenance services:

- Operate and maintain all equipment and processes located at the City of Arvin Wastewater treatment plant.
- Perform all sampling, testing, and laboratory analyses of the influent and effluent required in the WDR, and all sludge analyses required in the Kern County Biosolids Ordinance or 40 CFR Part 503 regulations. This includes all necessary QA/QC Program testing.
- Perform preventive and corrective maintenance cleaning of the wastewater collection system mains and trunk line located within the City of Arvin.
- Operate and perform all required preventive and corrective maintenance on the sewage lift station located within the city limits.
- Prepare, certify and transmit all discharge monitoring reports required under the WDR Permit, and provide copies of these reports to the City Manager.
- Handle all sewage sludge, grit and screening in a manner in accordance with Applicable Law.
- Prepare and certify all biosolids disposal reports required under the Kern County Biosolids Ordinance or 40 CFR Part 503 regulations.
- Purchase all electricity, chemicals, fuels, parts and supplies required to perform these services.
- Cooperate with the City in enforcing existing equipment warranties and guarantees, and in maintaining warranties on any equipment purchased on behalf of the City.
- VWOS will operate all treated effluent pumping facilities.

SCHEDULE B.2

STAFF PLAN OF OPERATIONS

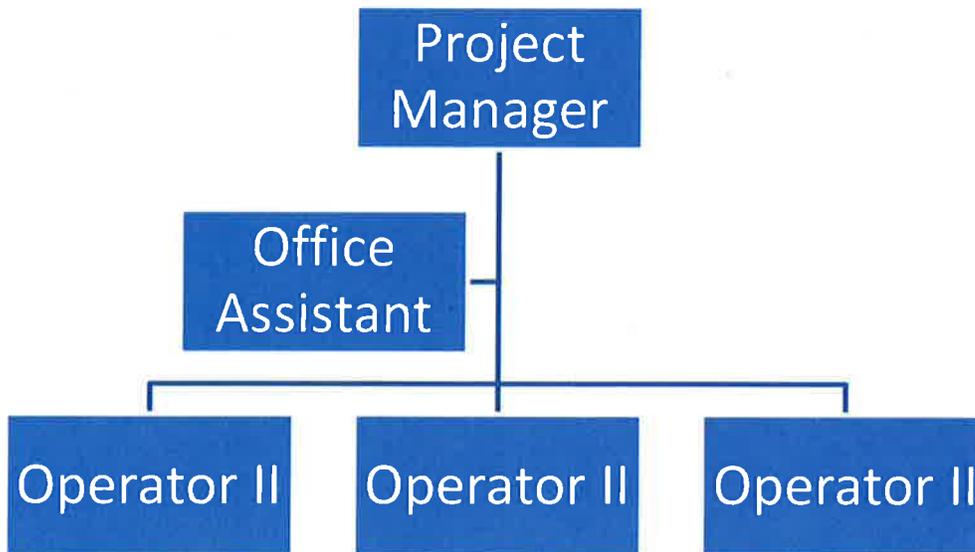
VWOS will have a qualified full-time Project Manager at the Facility Monday through Friday.

One part time Office Assistant will provide clerical support to the Project Manager and Plant Operators

The plant will normally be staffed for 8 to 10 hours each weekday, between the hours of 6:00 am and 4:30 pm. On weekends and holidays, one operator will check the plant and perform all essential duties.

Plant Operator II employees will perform all typical operations and maintenance functions of the wastewater treatment plant and collection system. Operators will sample and analyze wastewater as required to comply with permit and contract obligations. Operator in Training or Grade I Operators may temporarily under fill Operator II positions when it is not possible to hire Certified Grade II Operators.

VWOS ORGANIZATION CHART



SCHEDULE B.3

EXISTING MONITORING REQUIREMENTS

Order 5-00-093

INFLUENT MONITORING

Influent samples shall be collected at the inlet of the headworks and approximately the same time as effluent samples. Influent monitoring shall include the following

Constituent	Units	Type of Sample	Sampling Frequency
Total Daily Flow	MGD	Metered	Continuous
TSS	mg/l	8-hour composite	Twice Monthly
BOD ₅	mg/l	8-hour composite	Twice Monthly

EFFLUENT MONITORING

Effluent samples shall be collected at the outlet of the WWTF prior to its discharge to the effluent storage reservoirs. In determining compliance with Discharge Specifications B.1, B.2, and B.3, the discharge flow to effluent storage reservoirs shall be equivalent to influent flow. Effluent samples shall be representative of the volume and nature of the discharge. Time of collection of a grab sample shall be recorded. Effluent monitoring shall include the following:

Constituent	Units	Type of Sample	Sampling Frequency
TSS	mg/l	8-hour composite	Weekly
BOD ₅	mg/l	8-hour composite	Weekly
Settleable Solids	ml/l	Grab	Weekly
EC	µmhos/cm	Grab	Weekly
Nitrate-Nitrogen	mg/l	Grab	Monthly
TDS	mg/l	Grab	Monthly
Total Nitrogen	mg/l	Grab	Annually

EFFLUENT STORAGE RESERVOIR MONITORING

The freeboard shall be monitored on all effluent reservoirs to the nearest tenth of a foot. A permanent marker shall be placed in each storage reservoir with calibration including the water level at design capacity and available operational freeboard. Monitoring of storage reservoirs shall include at least the following:

Constituent	Units	Type of Sample	Sampling Frequency
Freeboard	feet	Measurement	Weekly
pH	pH units	Grab	Weekly
Dissolved Oxygen	mg/l	Grab	Weekly

In addition, the Discharger shall inspect the condition of the effluent storage reservoir once per week and record visual observations (e.g., in data sheets or a bound logbook). Notations shall include observations of whether weeds are developing in the water or along the bank, and their location; whether dead algae, vegetation, scum, or debris are accumulating on the water surface; whether burrowing animals or insects are present; and the color of the ponds. A copy of the entries made during each month shall be submitted along with the monthly monitoring report. Where the O & M manual indicates remedial action is necessary, the Discharger shall briefly explain in the transmittal remedial action been taken or planned.

DESIGNATED RECLAMATION AREA MONITORING

- a. The area of land utilized for water reclamation shall be reported monthly.
- b. Discharge of WWTF effluent to the designated reclamation area shall be reported daily in units of million gallons per day.
- c. Representative sampling locations shall be established for soil profile sampling of the designated reclamation area. Two of these shall be within each parcel comprising the designated reclamation area, and at least two shall be outside to represent background conditions.
- d. Designated reclamation area soil samples shall be analyzed, at a minimum for the following constituents:

Constituent	Units	Type of Sample	Sampling Frequency
Nitrate-Nitrogen	mg/kg	Grab	Annually
Kjeldahl-Nitrogen	mg/kg	Grab	Annually
Total Nitrogen	mg/kg	Grab	Annually

- e. The Discharger shall submit an annual soil monitoring report addressing compliance and summarizing/interpreting analytical results of the aforementioned constituents.

GROUNDWATER MONITORING

Samples shall be taken from the nine (9) approved monitoring wells and analyzed for parameters and frequencies specified below.

Constituent	Units	Type of Sample	Sampling Frequency
Depth	feet	Measured	Quarterly
Elevation	feet AMSL	Measured	Quarterly
Nitrate-Nitrogen	mg/l	Grab	Quarterly
Chloride	mg/l	Grab	Quarterly
EC	µmhos/cm	Grab	Quarterly
pH	pH units	Grab	Quarterly
TDS	mg/l	Grab	Quarterly
Arsenic	mg/l	Grab	Quarterly
Cadmium	mg/l	Grab	Quarterly
Chromium	mg/l	Grab	Quarterly
Copper	mg/l	Grab	Quarterly
Lead	mg/l	Grab	Quarterly
Mercury	mg/l	Grab	Quarterly
Nickel	mg/l	Grab	Quarterly
Selenium	mg/l	Grab	Quarterly
Zinc	mg/l	Grab	Quarterly
VOCs	mg/l	Grab	Annually

SCHEDULE B.4

PREVENTIVE MAINTENANCE PROGRAM

VWOS will utilize a Preventative Maintenance ("PM") Program with the following attributes:

Preventive Maintenance

- PM tasks will be performed per O & M Manual or manufacturer's recommendations.
- PM tasks, wherever appropriate, will include the taking of a measurement of some kind (such as 'Check and record oil pressure').
- PM tasks will be computerized.
- The individual performing PM will initial the PM task and note the time required.
- PM accomplishment will be entered into the management system on a weekly, or more frequent, basis.
- Year-end PM schedules will be printed and filed after each calendar year.
- Electrical PM is included in the PM program.

Predictive Maintenance

- Program Scaling appropriate to the needs of the facilities.
- Vibration Instrumentation -Will be provided on all large prime movers within the Facility.
- Regional support for Plant Predictive Maintenance - Will be provided as required to support the local plant staff.
- Selection. Plant Staff will select the Critical Equipment to be monitored.
- Determination of Points to be monitored. Normally, one position per bearing is necessary for routine monitoring. The measurement points will be marked.
- Measurement Schedule Set-up. The measurement should be listed as a task with the PM Group.

Routine Program Execution

- Record keeping System. CMMS (Computerized Maintenance Management System) will be used with existing equipment data files.
- Schedule Adjustment. CMMS will adjust measurement periods based on computerized analysis of previous data, run-time, mileage or calendar days.

SCHEDULE B.5

PREVENTIVE MAINTENANCE RECORDS

Preventative maintenance records are maintained in a computerized data base capable of generating work orders and documenting equipment maintenance and condition. The report screen from the CMMS currently in use (below) lists the types of records available.

Report Directory C:\Job\jobplus\Arvin\Reports\

Print Setup Printer Cancel

Report Name	Description	File Name	Custom	Last Mod By	Last Modified
All Work Orders	LISTS ALL DATE WORK ORDERS AND ALL OTHER RECORDS	JP_AllWorkOrders.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Open Work Orders	LISTS ALL OPEN WORK ORDERS	JP_OpenWO.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Closed Work Orders	PRINT CLOSED WORK ORDERS FOR A DATE RANGE	JP_ClosedWO.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Open Work Orders	LISTS THE DATE AND VALUE OF THE MOST ALPHABETICALLY CLOSED WORK ORDERS	JP_OpenWO.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Employee Labor	LISTS THE HOURS EMPLOYEES WORKED FOR A DATE RANGE	JP_EmployeeLabor.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Employee Report	LISTS THE EMPLOYEES	JP_Employee.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Equipment History Report	LISTS THE WORK HISTORY FOR A SINGLE PIECE OF EQUIP	JP_EqHistoryWithoutNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Equipment History Report With Notes	LISTS THE WORK HISTORY FOR A SINGLE PIECE OF EQUIP	JP_EqHistoryWithNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Equipment List Report With Notes	LIST ALL PIECES OF EQUIPMENT	JP_EqListWithNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Equipment List Report Without Notes	LIST ALL PIECES OF EQUIPMENT	JP_EqListWithoutNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Equipment Serials Cross Reference	LISTS THE EQUIPMENT SERIAL TAGS	JP_EqSerialCrossRef.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Equipment Tags Report	LISTS THE TAGS THAT ARE ASSIGNED TO EACH PIECE OF EQ	JP_EqTags.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Hours Worked by Week	PRINTS WEEKLY TOTALS OF HOURS WORKED BROKEN DOWN BY	JP_HrsPerWk.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Inventory Reorder Report	LISTS THE INVENTORY ITEMS THAT NEED TO BE REORDERED	JP_InvReorder.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Inventory Report	LISTS THE INVENTORY ITEMS ON HAND	JP_Inv.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Invoices	LISTS INVOICES	JP_Invoices.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Open And Closed Work Orders By Date With Notes	LISTS ALL OPEN AND CLOSED WOS FOR A DATE RANGE	JP_OpenCloseWOByDateWithNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Open And Closed Work Orders By Date Without Notes	LIST ALL OPEN AND CLOSED WOS FOR A DATE RANGE	JP_OpenCloseWOByDateWithoutNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Open Job Report With Notes	LIST ALL OPEN JOBS FOR A DATE RANGE	JP_OpenJobWithNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Open Job Report Without Notes	LIST ALL OPEN JOBS FOR A DATE RANGE	JP_OpenJobWithoutNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Open Purchase Orders	LISTS OPEN PURCHASE ORDERS	JP_PO.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Open Work Orders	PRINT OPEN OR DUE WORK ORDERS FOR A DATE RANGE	JP_OpenWO.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Task Equipment Report	LISTS THE EQUIPMENT THAT IS ASSIGNED TO EACH TASK	JP_TaskEq.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Task Report	PRINTS ALL DEFINED TASKS	JP_Task.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Top Ten Maintenance Report	LIST OF THE TOP TEN PIECES OF EQUIPMENT BY HOURS WORKED	JP_TopTenMk.rpx	No	NoSecurity	4/29/2008 9:42:15 J
User List	LIST ALL USERS	JP_UserList.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Vendor List Report With Notes	LIST ALL VENDORS WITH NOTES	JP_VendorListWithNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Vendor List Report Without Notes	LIST ALL VENDORS WITH NOTES	JP_VendorListWithoutNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Work Order History By Date With WO Notes	LISTS ALL WORK HISTORY FOR A DATE RANGE WITH NOTES	JP_WOHistoryByDateWithNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Work Order History By Date Without WO Notes	LISTS ALL WORK HISTORY FOR A DATE RANGE WITH NOTES	JP_WOHistoryByDateWithoutNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Work Order History By Equipment With WO Notes	LISTS ALL WORK HISTORY FOR A DATE RANGE WITH NOTES	JP_WOHistoryByEqWithNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J
Work Order History By Equipment Without WO Notes	LISTS ALL WORK HISTORY FOR A DATE RANGE WITH NOTES	JP_WOHistoryByEqWithoutNotes.rpx	No	NoSecurity	4/29/2008 9:42:15 J

SCHEDULE B.6

REPORTING REQUIREMENTS

VWOS will be responsible for the following reporting requirements:

- Prepare and certify all discharge monitoring reports required under the WDR Permit.
- Prepare and certify all biosolids monitoring reports required by the Kern County Biosolids Ordinance or 40 CFR Part 503 Regulations.
- Prepare and deliver, monthly or as otherwise required by Applicable Law, to the California Regional Water Quality Control Board and the U.S. E.P.A. reports discussing staffing, equipment status, emergency issues and WDR compliance.
- Prepare a Monthly Operations Report to the City of Arvin , that contains such items as the City and VWOS mutually agree are appropriate summarizing the following:
 - Plant Performance and Compliance
 - Plant Preventive Maintenance Activities
 - Plant Corrective Maintenance Activities
 - Collection System Maintenance
 - Special Projects and Events, including if applicable
 - Plan for the coming month
 - Complaints
 - Community Relations Activities
- Annually prepare and deliver, within thirty (30) days at the end of the City's fiscal year, a report summarizing significant events and accomplishments over the past year and any planned activities and recommended capital improvements for the current year.

SCHEDULE B.7

INTENTIONALLY OMITTED

SCHEDULE B.7

SCHEDULE B.8

SEWAGE SLUDGE SERVICES

VWWOS shall provide the following services for City with respect to Sewage Sludge generated at the plant:

- VWWOS will operate the Sludge Holding tank and belt press to achieve a water content which will preclude water separation during storage. VWWOS shall provide all chemicals labor and repairs associated with sludge dewatering operations.
- VWWOS will manage and contract for the continuous transport of dewatered sludge to a sludge treatment facility for further treatment for Class A materials as described in 40 CFR Part 503. Continuous hauling means that all dewatered sludge will immediately be deposited in the City's roll off bins whenever the sludge press is operating. Filled roll off bins will be transported to an EPA & State of California sludge composting facility within three days of filling.
- City shall reimburse VWWOS for all actual transportation, hauling, tipping fees, container bin/equipment procurement and related expenses and include the actual costs incurred as Pass-Through Costs in its monthly invoice and provide supporting documentation upon request.
- On an annual basis, VWWOS shall test Sewage Sludge for pathogens, metals, total solids and any other constituents currently required by law.
- Sludge press filtrate will be returned to the Wastewater Plant for processing and treatment.

SCHEDULE B.9

SEWAGE COLLECTION SYSTEM SERVICES

The scope of services for the Collection System is as follows:

- Asset Management Program –VWOS will use the ICOMMM computerized maintenance management program (CMMS). This web-based program manages the following information:
 - Line segment and manhole identification and location
 - Issuing and tracking collection system work orders
 - Mapping customer service inquiries
 - SSO occurrences
 - Hot Spot locations
 - History of cleaning and CCTV
 - Line repair and replacement history
 - Failure and risk assessments
 - Planning and scheduling of maintenance
- VWOS will utilize the Pipeline Assessment and Certification Program (PACP) developed by the National Association of Sewer Service Companies as its sewer pipeline condition assessment program, for the assessment of sewer line conditions and the Manhole Assessment Certification Program (MACP) for manhole condition assessment.
- Conducting and overseeing routine preventive operation and maintenance activities
- Implementing a preventive maintenance program
- Cleaning the collection system on a four-year cycle, with more frequent cleaning of Hot Spots as needed
- Performing CCTV inspection of the system on a condition driven schedule. That is, those line segments that are rated most likely to fail will be inspected more frequently than those in the best condition
- Providing regular staff training
- Developing an overflow emergency response plan and related documents which includes reporting SSOs to the Regional Water Quality Control Board, as well as certain other agencies given the volume of the overflow
- Answering and responding to customer calls, including emergencies
- Preventing SSOs, and effectively responding to and containing SSOs that may occur from reaching receiving waters or damaging private property
- Working with the City to develop and implement a process to arrange for the mitigation of private property that is, or is alleged to be, damaged by SSOs

- Cooperating with the City in resolving claims that may arise from SSOs
- Managing the FOG program, including providing public information and training to applicable businesses, performing inspections and assisting the City in enforcement actions that may be required
- Monitoring and updating the SSMP as needed to comply with changing local conditions or other factors
- Keeping the CMMS information current and its software up-to-date
- Performing a self-audit of the program every eight months, on average
- Assisting the City in communicating the importance of the SSMP to the public
- Maintaining vehicles and equipment that VWOS utilizes to perform work in the Sewage Collection System

SCHEDULE C
INTENTIONALLY OMITTED

SCHEDULE C

SCHEDULE D

EFFLUENT SPECIFICATIONS

WDR 5-00-093

The monthly average discharge to effluent storage reservoirs shall not exceed 2.0 mgd from 1 November to 30 April, and 2.30 mgd from 1 May to 31 October.

The maximum electrical conductivity (EC) of discharge from the Facility shall not exceed the average EC of the source water plus 500 µmhos/cm.

Discharge to the effluent storage reservoirs shall not exceed the following limits:

Constituent	Units	Monthly Average	Daily Maximum
BOD ₅	mg/l	40	80
TSS	mg/l	40	80
Settleable Solids	ml/l	0.2	0.1

Discharge to the designated reclamation area and storage reservoirs containing nutrients and/or commercial fertilizers shall be consistent with applicable agronomic loading rates acceptable to the Central Valley Regional Water Quality Control Board.

Effluent in storage reservoirs should not have a pH less than 6.5 or greater than 8.5.

Effluent storage reservoirs shall be managed to prevent breeding of mosquitoes.

Objectionable odors originating at this facility shall not be perceivable beyond the limits of the wastewater treatment and disposal area. (WDR Permit discharge specification B.9)

As a means of discerning compliance with WDR Permit discharge specification B.9, the dissolved oxygen content in the upper zone (i.e., 1-foot) of effluent storage reservoirs shall not be less than 1.0 mg/l.

Freeboard in all effluent storage reservoirs shall never be less than two feet (measured vertically to the lowest point of overflow).

The Facility, in conjunction with the designated reclamation area, shall have sufficient capacity to accommodate allowable wastewater flow and design seasonal precipitation and ancillary inflow and infiltration. Design seasonal precipitation shall be based on the total annual precipitation using a return period of 100 years. Monthly rainfall totals shall be in accordance with historical rainfall patterns adjusted for the 100 year season total.

The Facility shall be designed, constructed, operated, and maintained to prevent inundation or washout due to floods with a 100-year return frequency.

Public contact with wastewater shall be precluded through such means as fences and signs, or alternatives acceptable to the Central Valley Regional Water Quality Control Board.

SCHEDULE E

INFLUENT QUALITY AND QUANTITY SPECIFICATIONS

EXISTING FACILITY

Design Flow, Average (mgd)	2.0
Peak Flow (mgd), (hydraulic capacity)	< 5.0
Biochemical Oxygen Demand (BOD ₅), (mg/l)	< 250
Biochemical Oxygen Demand (BOD ₅), (lbs/day)	< 4,003
Total Suspended Solids (TSS), (mg/l)	< 250
Total Suspended Solids (TSS), (lbs/day)	< 4,003

SCHEDULE F

INTENTIONALLY OMITTED

SCHEDULE F

SCHEDULE G

PERFORMANCE TESTING AND MONITORING EQUIPMENT

Compliance monitoring for settleable matter, dissolved oxygen, pH and temperature will be conducted in-house.

All other testing will be provided by laboratories that are certified through the California Environmental Laboratory Accreditation Program using current EPA and State of California approved methods.

Flow monitoring equipment includes the items described in **Schedule A.1**

SCHEDULE H

QA/QC PROGRAM

VWOS, in its capacity as principal program manager and coordinator, is responsible for the quality and results of the wastewater treatment, reclamation, biosolids disposal, and (if required in the future) the pretreatment programs. Additional responsibilities include specific monitoring and reporting as required by regulations and contracts. VWOS will perform treatment plant, industrial, and reclamation sampling in accordance with the NPDES permits for each of these programs. Compliance reports are reliably submitted to the state and the EPA before their due dates. All sampling will be performed by VWOS or under VWOS oversight. Testing must be performed in a State-certified laboratory, either the VWOS-operated lab at the wastewater plant or a commercial certified lab. All testing will be done according to Federal and State approved procedures and conducted in a California Department of Health Services certified laboratory except for pH and settleable solids. VWOS will operate its laboratory at the wastewater plant for testing of pH and settleable solids. Other tests, such as priority pollutant metals, BOD₅, TSS, EC and trace organics, require expensive instrumentation and cannot be done cost-effectively given the low testing volume generated by this project. These tests will be performed in a certified commercial laboratory, which will be determined by a number of factors including customer service and response time, quality control procedures, cost, and location,

A Quality Assurance/Quality Control (QA/QC) Program has been implemented at the City of Arvin/VWOS laboratory. The manual for this established a QA/QC program that satisfies State certification requirements as well as VWOS internal policy. It defines the requirements for written SOP development, QC testing and control limit utilization, and other practices associated with a well-run, professional laboratory operation.

In-house Quality Control testing (blanks, replicates, standards, and spiked samples) will comprise approximately 10% of the laboratory workload. VWOS will run performance evaluation testing for the State and EPA, as they require and provide to VWOS and also the quarterly performance evaluation standards provided by the VWOS corporate QA/QC program.

SCHEDULE I

VWVOS' PRICING AND RATES FOR ADDITIONAL SERVICES

Direct Labor Rates October 1, 2016 – June 30, 2017

Position Title	Hourly Rate \$
VW-Operator I	55.00
VW-Maintenance Tech I	60.00
VW-Operator II	60.00
VW-Lab Tech	70.00
VW-Operator III/Lead	70.00
VW-Office Manager	65.00
VW-Technical Manager	105.00
VW-Manager Health and Safety	110.00
VW-Project Manager I	110.00
VW-Project Manager II	120.00
VW-Asset Manager	135.00

Vehicles mileage will be charged at the current IRS rate

Other transportation, including rental cars, trains and airlines will be billed at cost

Lodging, meals and other incidental travel expenses will be billed at cost

Duplication and publishing by outside vendor will be billed at cost

SCHEDULE I



CITY OF ARVIN
Staff Report

Meeting Date: October 4, 2016

TO: Arvin City Council
FROM: Alfonso Noyola, City Manager
Dale Ducharme, Project Manager, Veolia West Water Operating Services, Inc.
SUBJECT: Wastewater Treatment Plant Screw Pump Recoating Project

BACKGROUND:

Two “Archimedes” screw pumps were installed to pump raw sewage at the City of Arvin Wastewater Treatment Plant in 1983. One of these pumps was removed, sandblasted and recoated in 1999. There are no records that the other pump has ever been recoated. The pump that was not recoated has very little paint left. Most of the bare metal is exposed to the elements and corroding badly. Additionally, several metal “deflector” plates have rusted completely through.

The pumps cannot be sandblasted and coated in place. Therefore the more than 20 foot long pumps must be removed by a crane to provide a safe and dry environment for sandblasting and coating. The deflectors need to be removed and replaced with new deflectors. Project Manager, Dale Ducharme, and City Manager, Al Noyola, toured the treatment plant earlier this year. They inspected these pumps and concluded that they definitely need to be refurbished soon or they will eventually need to be replaced. This project is considered a capital repair instead of general maintenance because of the high cost and low frequency of the repairs.

FINANCIAL IMPACT:

The need for this work was recognized early in 2016 and sufficient funds were budgeted in the 2016-2017 Wastewater Capital Budget that was approved by the City Council in June 2016. The Wastewater Utility Fund has sufficient funds to pay for this project.

RECOMMENDATION:

It is recommended that the City Council approve the attached Task Authorization in an amount not to exceed \$69,596.79 and authorize the City Manager to sign it.

ATTACHMENTS:

Task Authorization “Overhaul and Recoat 36” Passavalt Screw Pumps.



TASK AUTHORIZATION



Overhaul and Recoat 36" Passavalt Spiralift Screw Pumps

Date: October 4, 2016

Activity Classification (Check applicable)

Administration	<input type="checkbox"/>
Engineering	<input type="checkbox"/>
Planning	<input type="checkbox"/>
Design	<input type="checkbox"/>
Construction	<input type="checkbox"/>
Construction	<input type="checkbox"/>
Sanitary Sewer	<input type="checkbox"/>
Storm Sewer	<input type="checkbox"/>
Sanitary P.S.	<input type="checkbox"/>
Storm P.S.	<input type="checkbox"/>
Wastewater	<input checked="" type="checkbox"/>
Other (specify below)	<input type="checkbox"/>
See Table	<input type="checkbox"/>

VWNA Project #: NA

Proposed by: Dale Ducharme, VWWOS

Approved by: Rick Smith, VWWOS

Reviewed by: Robert Ruiz, City of Arvin

Approved by: Alfonso Noyola, City of Arvin

Approval Date: _____

Line Item Cost:	\$64,982.66
Contingency @ 2%:	\$1,300.00
Insurance @ 1.35%:	\$0.00
OH&P @ 5%:	\$3,314.13
Total Authorized Amt.:	\$69,596.79

Scope of Services

Overhaul two 36" Passavalt Spiralift Screw Pumps. Remove one at a time. Sandblast pump and new shrouds to near white metal and coat as specified in RFP. Reinstall pumps using new bronze bushings. Install new shrouds and shim as needed to maintain appropriate cleanaces.

Attachments

Proposal from Total Process Solutions
Evoqua Sales Quotes # 13071 and 13380

Direct Cost Estimator

Sub Contractor Labor and Materials

Total Process Solutions (TPS) proposal. Two shaft overhauls at \$21,468.83 ea. = \$42,937.66

Factory Replacement Parts

Evoqua Sales Quote # 13070. Deflectors and mounting hardware.

Parts \$17,000.00. Sales Tax @ 8.50% = \$1,445.00. Freight \$500.00. Total \$18,945.00

Evoqua Sales Quote #13380. Bronze lower bushings.

2 @ \$1,380.00. Sales Tax @ 8.50% = \$234.60. Freight

Total Project Sub-contractor and Factory Parts Direct Costs

Sub Contractor Cost	\$42,937.66
Deflectors and Mounting Hardware	\$18,945.00
Bronze Bushings	\$3,100.00 Estimate

Summary of request for proposals to perform the work

TPS	\$42,937.66
WM Lyles Co.	\$89,500.00
RLS Industries	No bid

Scope of Work

TPS scope of work will include the following:

- | | |
|--|--|
| | <ul style="list-style-type: none">• Remove two 36" spiralift screw pump shafts and shrouds.• Abrasive blast and coat the two spiralift pump shafts and two replacement shrouds to the specifications given in the scope of work.• Reinstall the two 36" spiralift screw pump shafts and shrouds.• Shim shrouds as required to provide correct clearance from screw pumps. |
|--|--|

The logo for Total Process Solutions features the words "TOTAL", "PROCESS", and "SOLUTIONS" stacked vertically in a bold, sans-serif font. A large, stylized circular graphic, resembling a thick brushstroke or a thick line, loops around the text, starting from the top right, curving around the left side, and ending at the bottom right.

**TOTAL
PROCESS
SOLUTIONS**

Veolia North America

2401 El Camino Real

Arvin Ca 93203

For

Arvin Spralift Pump Refurbish Project

08/25/16

SAFETY PLAN

SAFETY MANAGEMENT

No other part of a project is more important to **Total Process Solutions** than the safety of our employees and the employees of our customers. To ensure each workplace is as safe as possible the following Safety Plan will be followed on all projects without exception:

- **Basic Safety-** TPS Industries employees undergo training and testing in safety practices at the governing safety council for the area in which they will be working.
- **Site Specific-** TPS Industries employees shall be subjected to *Site Specific Training* and/or testing requirements.
- A suitable trained and qualified Safety Officer shall be assigned to the project to ensure compliance with all Safety Requirements and to perform on-site safety audits as needed.
- The *Field Crew* shall generate *Job Safety Analyses* where necessary on the project.
- Each morning, or shift as applies, the Foreman shall hold a toolbox *Safety Meeting*. Attendance is *Mandatory* for all onsite *Employees*. All others Crane Operators etc., that will be working with us will be invited each day to attend our Safety Meeting
- **Housekeeping-** Site shall be kept clean and policed on a daily basis or as needed.

Total Process Solutions is committed to Safety, Quality and Performance.

Proposal

Total Process Solutions is pleased to submit the following estimate on the above referenced project. **Total Process Solutions** will provide the necessary skilled manpower, tooling; leadership, safety training, and safety equipment (PPE) required to perform the work described in this proposal.

PRICING

1.	Total Estimated Cost Per Auger	
	Total Price Per Auger	\$21,468.83
	<i>(Twenty One Thousand Four Hundred Sixty Eight Dollars and 83 Cents.)</i>	

ASSUMPTIONS & CLARIFICATIONS

- TPS has assumed there will be free and clear access to and around job location and surrounding construction sites.
- All work will follow all federal and state applicable codes.
- Any unforeseen issues will be discussed agreed upon and presented in a change order.
- Sales tax or gross receipt tax have not been included.
- Pricing based on per auger.
- All bids are valid for 30 days.
- Customer is responsible for any permitting required.
- Terms are net 30.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Respectfully submitted,

Robbie Boardman

Mechanical Division Manager

Acceptance

The below does hereby authorize **Total Process Solutions** to perform the services set forth in this proposal attached.

Printed Name		Date
Signature		Title



eVOQUA

WATER TECHNOLOGIES

Evoqua Water Technologies LLC

1828 Metcalf Avenue

Thomasville, GA 31792

Quote # 13071

Validity: 30 days

Date: 2/3/2016

Sales Quote

Freight PPD & Add

To: Dale Ducharme/Veolia North America

Returns: There is a 25% restocking fee on all returned parts.

Phone: 661-854-2421/ 661-632-6414

Fax: 661-854-3869

From: Fergus Robinson

email:

Replacement parts for Evoqua

Evoqua Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	4		Deflector #3200-5918-35	\$2,250.00	EA	\$9,000.00	6-8 Weeks
2	2		Deflector #3200-5918-36	\$1,875.00	EA	\$3,750.00	
3	2		Deflector #3200-5918-37	\$1,875.00	EA	\$3,750.00	
4	1		Mounting Hardware Kit			\$500.00	
			Freight			\$500.00	
			Job#8506-32 Arvin,GA				
				Total Sale Price		\$17,500.00	

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email Fergus.Robinson@evoqua.com

We now accept Visa, Mastercard, & American Express for your convenience

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EVOOUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



eVOQUA
WATER TECHNOLOGIES

QUOTE AND ORDER FORM

NOTE: Any order resulting from this quote is subject to the terms and conditions attached and acceptance by Evoqua. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

Accepted by Buyer:

Acknowledged by Seller: Evoqua Water Technologies, LLC

Signed

Signed

Printed Name

Printed Name

Title

Title

Date

Date

CONTRACTOR NOTE: This Quote by Evoqua Water Technologies LLC (Evoqua) is further contingent upon such things as: (i) resolution of mutually acceptable payment terms; (ii) Evoqua's satisfactory completion of an anti-corruption due diligence review; and (iii) written agreement specifically acknowledging acceptance of terms and conditions mutually agreed upon by parties.



eVOQUA
WATER TECHNOLOGIES

Evoqua Water Technologies LLC
1828 Metcalf Avenue

Quote # 13380

Thomasville, GA 31792

Validity: 30 days

Date: 8/22/2016

Sales Quote

Freight PPD & Add

To: Stacy Billings/ Veolia North America

Returns: There is a 25% restocking fee
on all returned parts.

Phone: 661-854-2421/ 661-281-9708

Fax:

From: Fergus Robinson

email:

Replacement parts for Evoqua

Evoqua Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	1		Bronze Bushing LB400	\$1,380.00	EA	\$1,380.00	4-5 Weeks
				Total Sale Price		\$1,380.00	

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson
Phone: (229) 227-8705
Fax: (229) 228-0312
Email Fergus.Robinson@evoqua.com

We now accept Visa, Mastercard, & American Express for your convenience

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CITY OF ARVIN
Staff Report

Meeting Date: October 4, 2016

TO: Arvin City Council

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

SUBJECT: Consideration and Adoption of Resolution to Reject All Bids for the Sycamore Road Storm Drainage Improvement Project and to Direct Staff to Readvertise the Sycamore Road Storm Drainage Improvement Project

BACKGROUND:

The City of Arvin was awarded a grant through the Kern Water Bank Authority for Proposition 84 Integrated Regional Water Management Grant. The project selected includes storm drainage improvement along Sycamore Road west of Meyer with a retention basin near the wastewater treatment plant.

The City currently operates and maintains an existing storm water collection and retention system, including miles of underground storm drainage conveyance pipelines, manholes, basins and other drainage infrastructure. The proposed Project would allow for further interconnection with the existing system and basins, having an overall negligible expansion of existing capacity.

The proposed Project infrastructure would involve construction of 8 catch basins, 30 manholes and approximately 2.3 miles of underground storm drainage conveyance pipelines. These proposed facilities would reduce localized flooding by collecting storm water runoff from 277 acres of watershed consisting of both developed and planned commercial and residential properties. Additionally, an interconnection with the existing undersized Smothermon Park basins (joint use recreation sports fields and retention basins serving a separate 460-acre watershed) will help relieve inundation of the sports fields at the park during smaller storm events (up to a 5-10 year event). Based on the hydraulic design of the collection and conveyance system, the storm drain pipelines would range in size from 18-inches to 48-inches in diameter. The catch basins, manholes and pipeline alignments would be located within the existing road right-of-way, eliminating the need for easements or additional roadway dedications.

The drainage collection infrastructure will convey storm water run-off to a proposed 8-acre, 46 acre-feet capacity regional storm water retention basin located on City-owned land south of Sycamore Road and west of South Comanche Road in the southwest area of the City just southeast of the City's wastewater treatment plant. The basin would be excavated below grade such that the required holding capacity of the basin would not require built-up berms or embankment levees to retain the water.

The construction plans were advertised on August 12, 2016. A pre-bid job walk was conducted on August 23, 2016, and bids were publicly opened and read out loud in City Hall on September 6, 2016. A total of 5 bids were received with the total base bid amounts indicated below:

Blois Construction	\$3,552,175.00
Nicholas Construction	\$3,683,603.00
JT2 Inc.	\$3,733,309.48
Cal Prime	\$3,996,477.00
Floyd Johnston	\$4,374,603.50

All bids exceeded the engineers estimate and were over the construction budget of \$3.15 million. The lowest bidder was \$400,000 over the construction budget. At this time the City is unable to cover the difference. After review of the bids and consulting the City Attorney it has been determined that it is in the best interest of the City to reject all bids and to have staff readvertise the project.

FINANCIAL IMPACT:

At this time there is no fiscal impacts since all bids are being rejected. The City has a total construction budget of \$3.15 million dollars available from Proposition 84 Integrated Regional Water Management Grant for the construction of the project.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution to reject all bid received for the construction of the Sycamore Road Storm Drainage Improvement Project as not being in the best interest of the City to award at this time, based on certain formalities required of the bid process.

Staff also recommends that the City Council direct staff to readvertise the project.

ATTACHMENTS:

- Resolution

Memorandum

DRAFT

To: Robin Dickerson, City Engineer

From: Jeff Eklund, P.E. & Matt Barnes, P.E.

Subject: Sycamore Storm Drainage Improvement Project – Canvass of Bids and Recommendation

Date: September 9, 2016

A Bid Opening for the Sycamore Storm Drainage Improvement Project (Project) was held and Arvin City Hall as scheduled for at 2:00 PM on Tuesday, September 6th, 2016. The City received five (5) separate bids from General Contractors holding the required Class A License.

Cecilia Vela (City Clerk) and Robin Dickerson (City Engineer) conducted the Bid Opening. At 2:00 PM, the bid deadline passed and no other bidders arrived after the deadline. The bid results for the five (5) bidders are summarized in the table titled Canvass of Bids, which accompanies this memorandum.

Blois Construction Company (Blois) submitted the low Base Bid at \$3,552,175.00.

Blois' bid appears to be in order including all necessary submittals. Blois has an active Class A Contractor's License with no civil judgments on record. All of the named subcontractors have active Contractor's Licenses for their appropriate classification of work. Registrations with the Department of Industrial Relations for work on Public Works projects have been verified for Blois and all of their named subcontractors.

We have also reviewed the contractor's bonding company, Western Surety Company. We have verified that the company is an admitted California Surety, and have contacted them to ascertain if Blois has had any claims against past bonds; to date there have been no claims.

Based on this bid evaluation, we consider Blois to be a *responsible* and *responsive* bidder. However, their Base Bid amount is \$400,000 (12%) greater than the California Department of Water Resources (DWR) grant funding of \$3.15 million reserved for construction costs. Additionally, contingency funding is necessary during construction for change orders related to unforeseen conditions (e.g. unknown utilities encountered).

Therefore, if additional City funds are available for the shortfall in funding and the City chooses to award a contract for the construction of the Project, we recommend that the City accept Blois' bid proposal and award a contract to Blois for the amount of \$3,552,175.00. Additionally, we recommend that the City receive notification from DWR

that the Project's CEQA concurrence has been completed prior to executing an agreement with the selected Contractor.

If additional funds are not available for the Project, the Project scope could be reduced and the Project rebid to potentially obtain a bid less than the grant amount. In particular, the storm drain interconnection from Smothermon Park to the Sycamore Road storm drain could be removed from the Project at a potential cost savings of approximately \$300,000 (based on the bids received). However, when a project is rebid, there is the possibility that bidders increase costs and the low bid is still higher than \$3.15 million.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN,
REJECTING ALL BIDS FOR THE SYCAMORE ROAD STORM
DRAINAGE IMPROVEMENT PROJECT**

WHEREAS, the City of Arvin advertised for bids for the City of Arvin's Sycamore Road Storm Drainage Improvement Project; and

WHEREAS, in response to the advertisement, the City received five bids for the Sycamore Road Storm Drainage Improvement Project; and

Blois Construction	\$3,552,175.00
Nicholas Construction	\$3,683,603.00
JT2 Inc.	\$3,733,309.48
Cal Prime	\$3,996,477.00
Floyd Johnston	\$4,374,603.50; and

WHEREAS, pursuant to Public Contract Code Section 20166 and Arvin Municipal Code Section 3.08.090(D), the City may, in its discretion, reject bids presented; and

WHEREAS, the City Council has determined that the acceptance of any bids at this time for the Sycamore Road Storm Drainage Improvement Project is not in the best interests of the City and it is in the best interests of the City to reject the bids presented.

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

1. In accordance with Public Contract Code Section 20166 and Arvin Municipal Code Section 3.08.090(D), the City Council hereby rejects all bids for the for the Sycamore Road Storm Drainage Improvement Project.

2. The City Clerk shall certify as to the adoption of this resolution and certify this record to be a full, true, correct copy of the action taken.

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I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the Arvin City Council at a regular meeting thereof held on the 04th day of October 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.



CITY OF ARVIN Staff Report

Meeting Date: October 4, 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 \$31,823; ii) Amend JTS Construction Contract (Agreement Number 2016-11) for the Arvin Community Center (formally the Senior Center) in the amount of \$13,766.08

BACKGROUND:

The City of Arvin solicited construction bids for the Senior Center Improvement Project on March 9th of 2016, and a construction contract was awarded to JTS Construction at the May 3rd City Council meeting in the amount of \$224,130. The award was for only the base bid, and no budget was made available for contingency in the event that circumstances arise during construction which would require additional funds. Applying such a contingency toward a construction budget is typical for construction projects.

The project is approximately 50% complete. During reroofing of the Senior Center (Arvin Community Center) several unknown situations were uncovered, which require additional work outside the original contract services. The contractor has been unable to work for about a month as they have been working with Staff to resolve the issues. The issues appear to be resolved, but require approval by the City Council since no contingency was approved during the awarding of the contract. A brief description of the additional work with their associated costs are as follows:

1. CP#1: Install H8 straps in lieu of H2.5 straps due to existing joist size issue - \$756.99
2. CP#2: Additional concrete demolition for concrete footings - \$4,312.50
3. CP#3: Repair damaged joists which were discovered when roof material was removed - \$5,503.01
4. CP#4: Install continuous vent per current building code requirements - \$1,585.76
5. CP#5: Reattach sagging stucco to prevent it from tearing off - \$1,607.82,

The cost proposals received from the Contractor are attached. The total proposed additional costs total \$13,766.08 which is 6.1% and within the traditional 10% contingency budget normally allocated to construction projects. QK Inc. has reviewed these proposals and believe them to be reasonable and justified.

If approved by the City Council, the Mayor or City Manager shall be authorized to complete the change order process with JTS Construction, and to amend their contract to allow for \$13,766.08 in additional compensation. The revised total Contract amount would total \$237,896.08.

In addition to passing a resolution to increase the total compensation to the Contractor as outlined, it is necessary to increase the total construction budget to allow for up to 10% in contingency costs should any additional out of scope items arise for the remaining time this project will be under construction. Based on their previously approved base bid of \$224,130, the contingency would be for \$22,413 for a total

construction budget of \$246,543. Of the proposed \$22,413 contingency monies being requested, \$13,766.08 have already been requested as previously discussed. This leaves \$8,646.92 in additional contingency funds that would be available should more additional work items be identified during construction. This remaining budget would only be utilized on an as needed basis, and would be subject to approval by the Mayor or City Manager.

After reviewing the change orders and during the reconciliation of the project budget it was discovered that the project did not have contingency, but was not sufficient for the contract, engineering and construction management. The budget for contract, engineering and construction management was \$259,410, but only \$250,000 had been allocated to the project. The project will need another \$9410 to allow the project to be completed.

This project is funded entirely by the general fund, and \$250,000 was the initial budget that was set. The additional money requested to be applied to the budget is also slated to come from the general fund as outline in the Financial Impact.

FINANCIAL IMPACT:

The total anticipated revised cost for the project, which also includes previously allocated funds for construction management, professional services, and construction is \$281,823.00 with the cost breakdown as follows:

Estimated Costs

Item	Amount
Total Construction Cost	\$224,130.00
10% Construction Contingency	\$22,413.00
Engineering and Construction Management Task Order 1511	\$35,280.00
Total	\$281,823.00

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

Available Funds

Item	Budget Amount
General Funds (previously allocated)	\$250,000.00
General Funds (additional to be allocated)	\$31,823.00
Total	\$281,823.00

As discussed in the project background, additional funds need to be allocated to allow for construction to be completed and engineering to be closed out. A total of \$31,823 has been identified as needing to be allocated in excess of the previously allocated \$250,000.

RECOMMENDATION:

Staff recommends the following actions:

1. Approves the augmentation of the FY 16/17 budget by \$31,823 and authorizes an increase in the FY16/17 construction budget not to exceed \$246,543 for a total project budget of \$281,823.00. The contingency amount is not guaranteed to the contractor and will be returned to the General Fund if after construction the funds are not needed.
2. Approval of the increase of the JTS Construction contract (Agreement Number 2016-11) by \$13,766.08 amending the contract price to \$237,896.08.

3. Authorize the Mayor or City Manager to sign any change order agreements with JTS Construction subject to review and approval of the City Attorney as to legal form.

ATTACHMENTS:

- Resolution
- Change order log
- Cost proposals from JTS Construction
- Finance form

RESOLUTION NO. _____

A RESOLUTION AUGMENTING THE FY16/17 BUDGET TO AUTHORIZE AN INCREASE OF THE CONSTRUCTION BUDGET BY \$31,823, AND AMEND THE CONSTRUCTION CONTRACT (AGREEMENT NUMBER 2016-11) WITH JTS CONSTRUCTION FOR THE REROOFING OF THE ARVIN COMMUNITY CENTER (FORMALLY THE SENIOR CENTER) BUILDING

WHEREAS, the City of Arvin previously entered into a construction contract (Agreement Number 2016-11) with JTS Construction for the construction of the Arvin Community Center (formally the Senior Center) Improvements Project for a total contract cost of \$224,130.00; and

WHEREAS, Quad Knopf Inc. has review the change orders and determined them to be necessary and added to the contract. The Change Order amount is \$13,766.08; and

WHEREAS, the City had previously allocated \$250,000; and

WHEREAS, the City Council desires to augment the FY16/17 budget to authorize an increase of the construction budget by \$31,823; and

WHEREAS, the City desires to amend the agreement with JTS Construction for reroofing the Arvin Community Center (formally the Senior Center) in the amount of \$13,766.08. The new construction total will be \$237,896.08.

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 \$31,823 and authorizes an increase in the FY16/17 construction budget not to exceed \$246,543 for a total project budget of \$281,823.00. The contingency amount is not guaranteed to the contractor and will be returned to the General Fund if after construction the funds are not needed.
2. The City Council of the City of Arvin increases JTS Construction contract (Agreement Number 2016- 11) by \$13,766.08 amending the contract price to \$237,896.08.
3. The Mayor or the City Manager are authorized to sign any change order agreements subject to review and approval by the City Attorney as to Legal form.

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Arvin City Council at a regular meeting thereof held on the 04th day of October 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.

Arvin Senior Center Roofing Project
CHANGE ORDER LOG
 Print Date: 09/21/16

Owner Project Number: A150360
 OQ Project Number: City of Arvin

CO NUMBER	EFFECTIVE DATE	DESCRIPTION	CHANGE ORDER		DAYS	CONTRACT VALUE		CONTRACT DATES	
			AMOUNT	n/a		BEFORE CO	INCLUDING CO	BEFORE C.O.	INCLUDING C.O.
000	08/04/16	BASE CONTRACT VALUE			0	\$224,130.00	\$224,130.00	9/5/2016	9/5/2016
001	08/04/16	Hurricane Ties - Per RFI #1	\$756.99			\$224,130.00	\$224,886.99	9/5/2016	9/5/2016
002	08/04/16	Demo Concrete in Post Footings	\$4,312.50			\$224,886.99	\$229,199.49	9/5/2016	9/5/2016
003	08/04/16	Joist and Rafter Repairs per RFI #4	\$5,503.01			\$229,199.49	\$234,702.50	9/5/2016	9/5/2016
004	08/04/16	Add Continuous Soffit Vent	\$1,585.76			\$234,702.50	\$236,288.26	9/5/2016	9/5/2016
005	08/04/16	Sagging Stucco	\$1,607.82			\$236,288.26	\$237,896.08	9/5/2016	9/5/2016
006						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
007						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
008						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
009						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
010						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
011						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
012						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
013						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
014						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
015						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
016						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
017						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
018						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
019						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
020						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
021						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
022						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
023						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
024						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016
025						\$237,896.08	\$237,896.08	9/5/2016	9/5/2016

TOTAL CHANGE ORDERS \$ 13,766.08 \$
 CHANGE ORDERS PERCENTAGE OF ORIGINAL CONTRACT 6.1%

September 1, 2016

Cruz Dominguez
Quad Knopf
5080 California Ave, #220
Bakersfield CA, 93309

Re: Arvin Senior Center Improvements
800 Walnut Dr.
Arvin, CA 93203
Hurricane Ties – Per RFI #1
Cost Proposal #1

Cruz,

I am providing you a cost to install H8 straps in lieu of the H2.5 straps and install blocking to the top on the joists to allow the connection of the straps because the 2x4 is not tall enough. Below is the cost break down and total cost.

Labor:

8hrs @ \$75 \$600.00

Material:

H8 straps, lumber \$ 58.25

OH&P:

15% \$ 98.75

Total Cost \$756.99

Please let me know if you have any questions.

Respectfully,



Troy Brookins
Project Manager
JTS Construction

September 1, 2016

Cruz Dominguez
Quad Knopf
5080 California Ave, #220
Bakersfield CA, 93309

Re: Arvin Senior Center Improvements
800 Walnut Dr.
Arvin, CA 93203
Demo Concrete in Post Footings
Cost Proposal #2

Cruz,
I am providing you a cost to demo the concrete that runs through our new post footings. Below is the cost break down and total cost.

Labor:		
50hrs @ \$75		\$3,750.00
OH&P:		
15%		<u>\$ 562.50</u>
Total Cost		\$4,312.50

Please let me know if you have any questions.

Respectfully,



Troy Brookins
Project Manager
JTS Construction

September 1, 2016

Cruz Dominguez
Quad Knopf
5080 California Ave, #220
Bakersfield CA, 93309

Re: Arvin Senior Center Improvements
800 Walnut Dr.
Arvin, CA 93203
Joist and Rafter Repairs
Cost Proposal #3

Cruz,

I am providing you with the cost to scab material on the damaged joists and rafters per RFI #4 response. Below is the cost break down and total cost to complete this work

Labor:		
60hrs @ \$75		\$4,500.00
Material:		
Lumber and screws		\$ 285.22
OH&P:		
15%		<u>\$ 717.79</u>
Total Cost		\$5,503.01

Please let me know if you have any questions.

Respectfully,



Troy Brookins
Project Manager
JTS Construction

September 8, 2016

Cruz Dominguez
Quad Knopf
5080 California Ave, #220
Bakersfield CA, 93309

Re: Arvin Senior Center Improvements
800 Walnut Dr.
Arvin, CA 93203
Add Continuous Soffit Vent
Cost Proposal #4

Cruz,

Per your request I am providing you with the cost proposal to supply and install a single flanged 4" continuous vent. Below is the cost break down and total cost to complete this work

Labor:		
8hrs @ \$75		\$600.00
Material:		
4" vent and screws		\$778.92
OH&P:		
15%		<u>\$206.84</u>
Total Cost		\$1,585.76

Please let me know if you have any questions.

Respectfully,



Troy Brookins
Project Manager
JTS Construction

Single Flange Screed

Length	X Sizes	Y Sizes
10 Ft.	3/8"	3/4"
	1/2"	1"
	5/8"	1 1/2"
	3/4"	2"
	7/8"	2 1/2"
	1"	3"
	1 3/8"	3 1/2"
		4"
		4 1/2"
		5"
		5 1/2"
		6"

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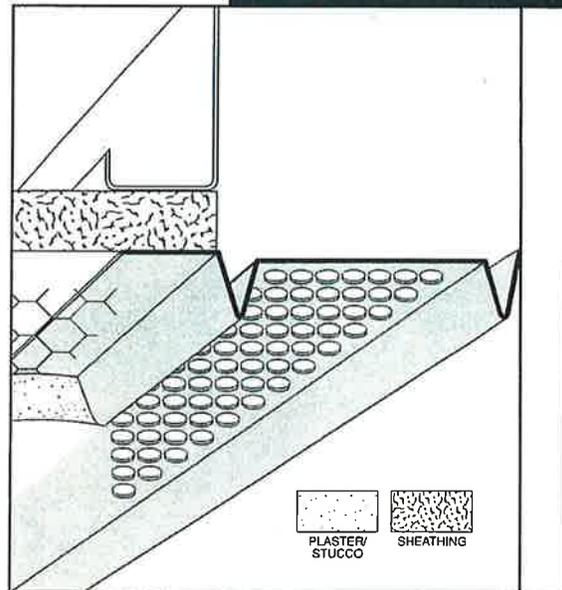
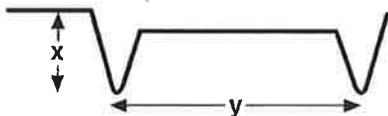
Specify as: Single Flange Screed

Product Code: SFS

Material:

Metal: Aluminum, Copper, Galvanized,
Stainless Steel, Zinc
ASTM: A653 LFQ, C1063, B209, B69
No Vent Holes, 1/8" Vent Holes, 1/4" Vent Holes

A decorative reveal designed to butt against walls on one side while providing a plaster stop on the other. Can be used in ceiling/wall or base conditions. Available vented for perimeter air flow.



Typical Section, No Scale



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September 12, 2016

Cruz Dominguez
Quad Knopf
5080 California Ave, #220
Bakersfield CA, 93309

Re: Arvin Senior Center Improvements
800 Walnut Dr.
Arvin, CA 93203
Sagging Stucco
Cost Proposal #5

Cruz,

I am providing you with the cost proposal to supply and install screws with washers to reattach the sagging stucco at the soffit. We will jack up and shore up the stucco before screwing it off we will also install a 1x3 board at the side of the beam to give a clean edge where the existing stucco meets the beam. This will also help the sagging stucco at that location because there is no backing between the joists to secure the stucco. Below is the cost break down and total cost to complete this work

Labor:

16hrs @ \$75 \$1,200.00
(4hrs on 1x3 12hrs raising and attaching stucco)

Material:

Screws and washers \$ 93.10
1x3 lumber \$ 105.00

OH&P:

15% \$ 209.72

Total Cost \$1,607.82

Please let me know if you have any questions.

Respectfully,



Troy Brookins
Project Manager
JTS Construction

TASK ORDER NO. 1624

DATE OF REQUEST: October 4, 2016

CITY PROJECT COORDINATOR: QK 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 5th, 2013.

1. Project Description and Location: Design and Construction support services to affect the structural retrofit of the roof and replacement of the roof membrane at the Arvin Community Center (formally the Senior Center) at 800 Walnut Drive in Arvin in accordance with task order 1511 (attached to this Task Order as Attachment A) previously approved by City Council on August 5, 2015. See Attachment B for detailed revised project understanding.
2. Scope of Service Required: Additional construction management services due to extended project schedule which resulted from various change orders. Construction management services will be in-line with the services outlined in attached Task Order 1511. See attached Attachment B for detailed revised project scope.
3. Expected Results and Deliverables: All previously described items as outlined in attached Task Order 1511. See attached Attachment B for detailed revised results and deliverables.
4. Period of Performance (Time Frame): The revised period of performance shall be through November 30, 2016, and is contingent upon the Contractor completing work in a timely manner, City approvals and directions, and final close out of the construction punch list. See attachment B.
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 \$8,310 (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

ATTACHMENT A TO TASK ORDER NO. 1624, PAGE 1 OF 3

TASK ORDER NO. 1511

DATE OF REQUEST: August 5, 2015

CITY PROJECT COORDINATOR: Quad Knopf 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 Quad Knopf, Inc. dated November 5th, 2013.

1. Project Description and Location:

Design and Construction support services to effect the structural retrofit of the roof and replacement of the roof membrane at the Senior Center at 800 Walnut Drive in Arvin in accordance with attachment A.

2. Scope of Service Required:

Engineering design services, bidding support services and construction management services required for this project is described in attachment A.

3. Expected Results and Deliverables:

30% documents, 90% documents, Bid documents, Construction management documents, shop drawings for the proposed improvements.

4. Period of Performance (Time Frame):

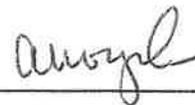
Period of performance will be from August of 2015 through February of 2016 (25 weeks), and is contingent upon City approvals and directions and final close out of the construction punch list.

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. **Quad Knopf proposed cost = Time-and-materials (not to exceed) amount of \$39,200 (less 10% discount) \$35,280.**

Approved by: _____



City Manager

10/15/15

Date

Attachment A

Project Understanding

Quad Knopf has been requested to provide engineering design and construction services to replace an existing ply roof on the Senior Center, located in the 800 block of Walnut Drive in Arvin, California. Due to the slope of the roof, the roof membrane is expected to be a single-ply roof membrane or multi-ply hot-mop arrangement. New flashing is likely to be needed, since existing flashing will be destroyed with the existing membrane removal.

An initial site review of existing conditions indicated that the approximately 10-foot cantilevered overhangs of the roof are sagging and need to be structurally supported as part of the work. It is anticipated that structural posts and beams will be needed beneath the existing soffit edge to return the roof to its original elevation. These posts will need concrete footings, and the entire system will need to be structurally and architecturally tied into the existing roof structure, necessitating intrusion above the stucco soffit into the building envelope. Since the current structure has been designed to resist lateral loading, it is not anticipated that the structural design will address wind or seismic loading; only gravity loads will be addressed in the design, and no building modeling or analysis is contemplated.

The existing building is a wood-frame structure built circa 1978, and the original roof has been overlaid with a subsequent membrane roof. The roof framing appear to be 2x10 rafters at 24 inch spacing. The overhang area and exterior of the building primarily consists of lath and plaster finishes, and the wood fascia appears to have suffered extensive dry-rot damage. There do not exist any as-built or design drawings to confirm composition of the roof structure.

It is believed, due to the age of the building, that there is a high probability of the presence of asbestos containing materials in the roof membrane and possibly the plaster, as well as lead-based paint materials. An asbestos survey lead-based paint survey and will need to be performed to quantify the asbestos and lead-based paint exposure for the project. This type of investigation and analysis is generally conducted by the Owner of the project, using an industrial hygienist familiar with hazardous materials abatement.

The existing roof-mounted air conditioning units do not appear to be in immediate need of replacement and are not part of the scope of services contemplated at this time. It is believed that the type and scope of work does not trigger necessary upgrades to the facility for ADA accessibility.

Scope of Work

Working with our structural engineering subconsultant, we will:

- Provide project management services to assure client goals are met on time and on budget,
- Meet with the City's authorized representative to develop/confirm scope of work,
- Perform an on-site investigation and evaluation of as-built existing conditions and scope out work components and building layout,
- Provide background drawings in AutoCAD format to allow production of plans and specifications, including basic structural configurations of the roof.
- Provide a 30% design report deliverable, outlining basic scope requirements, structural retrofits, and tie-ins to the existing building. Meet with the City representative to discuss the 30% design.
- Provide a 90% design submittal, providing the design for review and markup. Meet with the City representative to discuss the 90% design.

ATTACHMENT A TO TASK ORDER NO. 1624, PAGE 3 OF 3

TASK ORDER NO. 1511

Attachment A

- Provide 100% plans, technical specifications and estimate for the project, ready for incorporation with procurement documents by the City.
- Assist the City with bid services:
 - By organizing and leading an on-site pre-bid conference for interested bidders
 - Producing addenda and providing them to the City for distribution,
 - Responding to pre-bid request for information from prospective bidders,
 - Analyze bids and make recommendation for contract award.
- Perform Construction Management services, including:
 - Respond to contractor's requests for information,
 - Review contractor's project submittals,
 - Review and recommend payment on contractor's progress payment requests,
 - One-time on-site visit during construction to assess progress,
 - Punch-list visit and review prior to completion,
 - As-built drawing collection and turnover to City,

Items we will specifically need from the City to effect our performance are:

- Access to the building and roof to perform a site investigation,
- Procure the services of an industrial hygienist to perform asbestos and lead-based paint surveys of the property, and provide a specification for hazardous materials abatement, should the abatement prove necessary. This should be done as soon as possible.
- Clear point-of-contact authorized to make timely design decisions on the City's behalf,
- Procurement activities meeting the City's procurement process and requirements,
- Day-to-day review/inspection of contractor's work on site.
- City-authorized representative during the course of construction to authorize contractor's progress payments and project design changes.

ARVIN COMMUNITY CENTER (FORMALLY THE SENIOR CENTER) IMPROVEMENTS
PROJECT

TASK ORDER NO. 1624

Attachment B

Project Understanding

Task Order 1511 was approved on August 5th of 2015 for the design, bid, and construction management of the Arvin Community Center (formally the Senior Center) Improvements Project consisting of a replacement and improvement of the existing roof structure of the existing facility in the 800 block of Walnut Drive in Arvin, California.

After approval of the task order, QK Inc. provided the services described in Task Order 1511 starting in November of 2015. The plans were developed, and competitively bid out to contractors on May 9th of 2016, and bids were opened on March 23rd of 2016. Following the bid opening, JTS Construction was identified as the low bidder, and a construction contract was awarded to them at the May 3rd Council meeting. Following the award, a construction contract was provided to JTS and it was executed in June of 2016. A notice to proceed was issued by QK Inc. to JTS on July 5th of 2016 with work slated to take up to 60 calendar days to be completed with a final completion date of September 6th of 2016.

In the course of construction, several circumstances arose which slowed the project down, and ultimately lead to the contractor stopping work completely. At the time work started, the City was in the process of transitioning their building official from a full-time City employee to a contracted company due to the full-time official needing to go on medical leave. At this time, JTS and QK Inc. attempted to get through the permitting process with the interim building official who was only available two days per week. While in the process of working with this interim building official, the official also left and a third official was introduced to the project, and QK Inc. and JTS continued to try to work with this individual only for him to be replaced with the original interim official. This process consumed close to a month of time, and lead to some miscommunication among officials, QK Inc., and JTS.

The other circumstances that came up during construction were several differing site conditions that lead to prolonged discussions with the building official at the time, QK Inc., and JTS. As a result of several of these differing site conditions, additional work was identified that would only be performed by JTS once a change order was executed. As of the creation of this Task Order, this is where the project remains.

At this time, five change orders totaling \$13,766.08 are slated to go before the City Council at the October 4th of 2016 meeting for approval, and the Contractor is in the process of mobilizing again in preparation of performing the change order work as well as the remaining work originally a part of the project. The completion date for this work will be approximately early November 2016, and is contingent on the approval of the change orders. This will be approximately two months beyond the original anticipated construction completion date of September 6th of 2016.

In addition to QK Inc. requesting additional time and compensation to allow for the completion and close out of this project, additional compensation is being requested to correct an issue identified with Task Order 1511. That task order identified the QK Inc. cost to perform all work as \$39,200 which would have a 10% discount applied to labor with each invoice. However, the task order erroneously indicated that the

ARVIN COMMUNITY CENTER (FORMALLY THE SENIOR CENTER) IMPROVEMENTS
PROJECT

TASK ORDER NO. 1624

Attachment B

10% discount reduced the contract amount to \$35,280. The intention was for a 10% discount to be applied to all labor charges not to exceed the \$39,200 task order amount.

Scope of Work

All design and bid phase services as outlined in Task Order 1511 has been completed. The approval of this Task Order will allow QK Inc. to continue to perform Construction Management services as previously outlined, and shall include close out procedures as previously indicated. The remaining services shall include:

- Respond to contractor's requests for information,
- Review contractor's project submittals,
- Review and recommend payment on contractor's progress payment requests,
- One-time on-site visit during construction to assess progress,
- Punch-list visit and review prior to completion,
- As-built drawing collection and turnover to City,

Time of Performance and Schedule

QK Inc. will continue to perform Construction Management services as it has been throughout the construction phase of this project. The approval of this task order will assure no stoppage of work from QK Inc.

The anticipated construction completion date is early November 2016. This is contingent on the City Council. Following the completion of the construction work, QK Inc. will take approximately one additional week to close the project out, and provide the City with the various deliverables as outlined in the Scope of Work above.

ARVIN COMMUNITY CENTER (FORMALLY THE SENIOR CENTER) IMPROVEMENTS
PROJECT

TASK ORDER NO. 1624

Attachment B

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.

TASK	DESCRIPTION	Fee Type	Fee Amount
1	10% DISCOUNT RECOVERY	T&M not to exceed	\$3,920
2	ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES	T&M not to exceed	\$4,390
	TOTAL FEE		\$8,310



2016-2017 PROJECT SHEET

Proj. #: A150360

Project: Roof Maintenance for Arvin Community Center (formally the Senior Center)

Project Lead: Robin Dickerson

Dept.: Engineering

Project Type: New Project/Expansion Replacement Changed 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 1511		\$35,280					\$35,280
Construction Bids			\$224,130				\$224,130
10% Construction Contingency			\$22,413				\$22,413
Engineering Task Order 1624			\$8,310				\$8,310
TOTAL COST	\$0	\$35,280	\$254,853	\$0	\$0	\$0	\$290,133
Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Original General Funds allocated		\$35,280	\$214,720				\$250,000
General Funds Addition			\$40,133				\$40,133
TOTAL FUNDING SOURCES	\$0	\$35,280	\$254,853	\$0	\$0	\$0	\$290,133

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

Reports from public works staff indicate that the existing roof has waterleaks into the kitchen area, and several of the offices used by the police department and the chamber.

2. Describe the project status and completed work.

Engineering and approximately 50% of construction has been completed.

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.

	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 Area





CITY OF ARVIN

Staff Report

Meeting Date: 10-04-16

TO: City Council

FROM: Alfonso Noyola, City Manager

Subject: Adoption of Multi Trades Technician Job Description and Related Salary Step Schedule Rate

Background:

The City has been utilizing employees designated as Maintenance & Infrastructure (formally Public Works) to perform a wide variety of duties in the City. The City did not have a written job description for these employees. Therefore, the City has met and conferred with the Service Employees International Union (SEIU) Local 521 on a number of occasions and agreed to create a classification of Multi Trades Technician that will meet the City's current and future needs within the maintenance & infrastructure area. Current employees will have the option to select a specialty trade such as carpentry, plumbing, electrical, painting, etc. and receive training in that specialty area or may opt to be a groundskeeper. The City will provide training to the employees in the specialty trade. The City and SEIU have also signed the attached side letter that addresses the options provided to current employees.

Recommendation:

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.
2. The City Council approve the Side Letter outlining the options provided to current employees.

Fiscal Impact:

There is no fiscal impact as all positions are currently funded in the 2016/17 budget.

Schedule A
Job Description & Step Schedule Level

New Job Description

Step Schedule

Multi Trades Technician

9 (\$16.67 - \$21.28/hr)

**SIDE LETTER AGREEMENT BETWEEN THE CITY OF ARVIN AND
LOCAL 521 OF SERVICE EMPLOYEES INTERNATIONAL UNION
RE: PUBLIC WORKS EMPLOYEES**

This agreement, between the City of Arvin ("City") and the Service Employees International Union, Local 521, ("SEIU" or "Union") memorializes the agreement between the parties as to the establishment of the Multi-Trades Technician classification and the "grandfathering" of current Public Works employees to the new classification of Multi-Trades Technician.

City provided notice to the Council in June 2015 and met with SEIU on September 11 & 15, 2015 and May 31, June 21, July 21 and August 16, 2016.

City offered to meet pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") (California Government Code 3500 et seq.) and confer with SEIU regarding the creation of the new classification. It is acknowledged that pursuant to the MMBA, the City has the duty to give notice to each affected employee organization and provide the opportunity to meet and confer in good faith to negotiate any proposed change relating to matters within the scope of representation. The scope of representation covers employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except however, that the scope of representation does not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

After discussions, City and SEIU have confirmed that all current Public Works employees will be "grandfathered" into the classification of Multi-Trades Technician whether or not they meet the minimum qualifications established for the class.

Current employees shall have the option to remain as Groundskeeper.

Should a current employee be unable to successfully pass the test for a specialty trade, the employee may remain as a Multi-Trades Technician or opt to be a groundskeeper.

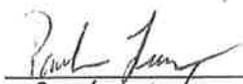
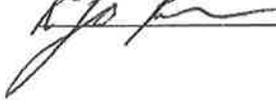
Selection of specialty trades shall be made by seniority.

This Side Letter Agreement constitutes the full understanding of the parties concerning the "grandfathering" of Public Works employees.

IT IS SO AGREED:

SEIU:

CITY:

	DATE: <u>9/23/16</u>	_____	DATE: _____
	DATE: <u>23/SEP/2016</u>		
	DATE: <u>9/23/16</u>		

**CLASS SPECIFICATION
CITY OF ARVIN**

CLASS TITLE: MULTI-TRADES TECHNICIAN **GRADE: 09**
REPORTS TO: Maintenance & Infrastructure Lead/Supervisor
DIVISION: Maintenance & Infrastructure
FLSA STATUS: NON-EXEMPT

DATE: September 23, 2016

JOB SUMMARY:

The Multi-Trades Technician will perform skilled and semi-skilled apprentice-level work in building maintenance, park maintenance and street maintenance using a variety of hand tools, power tools, and related equipment. Performs basic maintenance and repairs at an apprentice-level in one of the following skill trade's areas of specialization: electrical, plumbing, carpentry, painting, road repairs, cement mason and roof repairs.

REPRESENTATIVE DUTIES: (Duties may include, but are not limited to, the following)

Performs manual labor tasks requiring a working knowledge of specialized tools, equipment, and/or materials.

Performs new construction and repairs to the interior and exterior of buildings; repairs doors, floors, walls, windows and related fixtures; cut doorways into existing walls, and install door jambs, doors or windows and hardware.

Performs various electrical repairs on heating and cooling systems, appliances, lighting systems, outlets.

Repairs and installs electrical circuits; repairs and maintains generators and motors.

Repairs and/or installs and performs various finish carpentry duties; repairs ceramic tile, ceilings, frame walls, door moldings, counter top replacement and cabinet installation.

Installs and repairs plumbing related equipment such as bathtubs, showers, sinks, drains, water coolers, and toilets; runs water and sewer lines, and irrigation equipment.

Performs minor concrete work to include repair of sidewalks, curbs and gutter; may include minor additions of cement pads, etc. as needed, for small projects.

Maintains roads, fills pot holes on streets, paints road lanes and road surface signage. Installs road and other signage.

Maintains, repairs and rebuilds roofs on minor structures.

Repairs and makes adjustments to machines and equipment; performs scheduled preventive maintenance on machines and equipment; disassembles machinery and equipment.

Maintains and repairs security systems and locks.

Sands and prepares surfaces for painting; repairs, patches, and paints.

Prepares work area prior to beginning job and cleans area after completion of job.

May maintain files and records, inventory of parts and supplies, reordering as necessary.

Communicates with outside contractors working on city projects.

Coordinates activities of inmate work crews.

Follows all safety rules, policies and procedures.

Performs other duties as required.

MATERIAL AND EQUIPMENT USED:

Various Power and Hand Tools

Chemicals and Other Agents

Light Truck and/or Other Motor Vehicles

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High school diploma or equivalent.

Three or more years of progressively responsible experience as an apprentice performing building maintenance and repair work in one or more of the specialty areas of electrical (to include HVAC), plumbing, carpentry, painting, concrete, road, and roof repairs.

Equivalency: Six years of progressively responsible experience performing maintenance and repair work in one or more of the specialty areas of electrical (to include HVAC), plumbing, carpentry, roadwork, concrete work, painting and roof repairs

Licenses and Certifications:

Respirator Certification within six months of hire/reclassification.

Sixteen hours O & M asbestos training required within six months of hire/reclassification and annually thereafter.

Must pass Spirometry Test at time of hire/reclassification and be able to wear a respirator if required.

Maintain a Driver's license and maintain satisfactory motor vehicle record or obtain driver's license within required time frame.

Prefer completion of apprenticeship certificates in one or more of the trades listed in this job description.

Knowledge, Skills and Abilities:

Knowledge of general carpentry, construction, building, parks and street repair and maintenance.

Safe working techniques, procedures, policies, rules, regulations and laws.

Skills:

Perform work at an apprentice level in one of the skilled trades of electrical, plumbing, carpentry, road work, cement mason, painting, and roof repairs. Perform general labor and maintenance activities, often without immediate supervision.

The following are a representative sample of basic skill requirements for each of the trade areas:

Electrical Apprentice:

- Assists in installing electrical systems, either below 40,000 watts or above.
- Installs lighting, electrical outlets, and circuit breakers.
- Threads conduit ends and connect couplings and conduit fittings using wrench.
- Secures brackets to bulkheads with screws and bolts and pull wires through conduit leading to connection boxes, switch panels, and other terminals.
- Uses stools such as conduit benders, screwdrivers, pliers, knives, hacksaws, and wire strippers.
- Replaces faulty circuit breakers, fuses, switches, electrical and electronic components, or wire.
- Consults with engineers, engineering technicians, line installers and repairers, or industrial machinery mechanics and maintenance workers when performing installations.

Plumber Apprentice:

- Responsible for repairing any damages at City facilities. Installs, repairs, and maintains pipes use for water distribution and wastewater disposal.
- Installs water supply, waste, and heating systems, repair pipe-fittings and fixtures.
- Assembles, installs, tests, and maintains plumbing systems.

- Assembles pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment.
- Installs other plumbing equipment, such as sinks, tubs, toilets, water heaters, air conditioners, appliances, and trim.
- Ensures all installations, repairs and maintenance are properly sized, aligned, supported and grade.
- Repairs and maintains water treatment equipment.

Carpenter Apprentice:

- Installs structures and fixtures, such as windows and molding.
- Measures, cuts, or shape woods, plastic, and other materials.
- Constructs building frameworks, including walls, floors, and doorframes.
- Inspects and replaces damaged framework or other structures and fixtures.
- Uses levels, rules, plumb bobs, framing squares, and surveying equipment to ensure everything is level and secure.
- Safely works on top of stilts, ladders, and the top beams of buildings.
- Builds concrete forms for tunnel or sewer construction project.

Painter Apprentice:

- Applies paint, vinyl and wallpaper including special papers and fabrics to walls, furniture and structures.
- Examines and maintains painted exterior and interior painted surfaces, trimming and fixtures.
- Prepares surfaces and apply paints, stains, shading stains, and clear finishes.
- Removes previous paint by means of sandblasting, scraping, sanding, hydro-blasting and steam-cleaning.
- Inspects and refurbishes wall surfaces by means of the appropriate materials.
- Determines, cuts and applies wallpaper or fabric to walls.

- Reads blueprints and drawings of the premise for the execution of painting job.

Road Worker Apprentice:

- Flags motorists to warn them of obstacles or repair work ahead.
- Sets out signs and cones around work areas to divert traffic.
- Drives heavy equipment and vehicles with adjustable attachments to sweep debris from paved surfaces, mow grass and weeds, remove snow and ice, and spread salt and sand.
- Hauls and spreads sand, gravel, and clay to fill washouts and repair road shoulders.
- Dumps, spreads, and tamps asphalt, using pneumatic tampers, to repair joints and patch broken pavement.
- Cleans and clears debris from culverts, catch basins, drop inlets, ditches, and other drain structures.
- Removes litter and debris from roadways, including debris from rock and mud slides.
- Inspects, cleans, and repairs drainage systems.
- Erects, installs, or repairs guardrails, road shoulders, berms, street markers, warning signals, and street lighting, using hand tools, power tools and heavy equipment.
- Applies oil to road surfaces, using sprayers.
- Road building, widening and re-surfacing.
- Repairs potholes and cracks.
- Lays pavements on street and alleys.

Cement Mason Apprentice:

- Smooths out concrete in segments to ensure the concrete poured is level.
- Fills roadways, driveways, sidewalks, bridges, homes, and parking lots.
- Arranges the concrete forms.
- Spreads concrete.

- Prepares surface with hammer and chise.
- Levels cement using special blades, making sure all lumps and bubbles are smoothed over.
- Uses machines that vibrate concrete to fill air pockets.
- Installs masonry according to specifications.
- Cuts pavers.

Rofer Worker Apprentice:

- Inspects problem roofs to determine the best way to repair them.
- Measures roof to calculate the quantities of materials needed.
- Replaces damaged or rotting joists or plywood.
- Installs vapor barriers or layers of insulation.
- Installs shingles, asphalt, metal, or other materials to make the roof watertight.
- Aligns roofing materials with edges of the roof.
- Cuts roofing materials to fit around walls or vents.
- Covers exposed nail or screw heads with roofing cement or caulk to prevent leakage.

Abilities:

Maintain basic records

Understand and follow oral and written instructions

Use of power and hand tools.

Follow all safety rules, precautions & policy

Essential Job Functions:

Use power and hand tools with minimal supervision.

Safely operate specialized equipment and machines

Safely operate a truck or other motor vehicle.

While performing the essential functions of this job the employee is regularly required to stand, walk, use hands to finger, handle, or feel, reach with hands or arms, stoop, kneel, crouch, or crawl, and is occasionally required to lift and/or move up to 50 pounds.

Working Conditions:

While performing the essential functions of this job the employee is occasionally exposed to outdoor weather conditions, work near moving mechanical parts, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, or vibration.

Working conditions are typically moderately quiet, but may be loud while working with power tools, equipment, or machinery.

Regular and timely attendance is required.



**CITY OF ARVIN
Staff Report**

Meeting Date: October 4, 2016

TO: Arvin City Council

FROM: Marti Brown, Community Development Director
Al Noyola, City Manager

SUBJECT: Consider and Adopt a Resolution Requesting and Authorizing an Application for, and the Initiation of, a Sphere of Influence Amendment

BACKGROUND:

For the past year, the City of Arvin has been investigating and planning for an increase in the City's Sphere of Influence (SOI) in order to potentially expand the City boundaries in the future. The increase will provide further opportunity for economic development and private investment including new commercial and residential development.

As part of this process, the City is required to submit an application to the Local Agency Formation Commission (LAFCO) – Kern County requesting said increase. LAFCO's SOI application requirements include a resolution from the City Council supporting the application, approving the SOI amendment and a Municipal Service Review (MSR) –a comprehensive study to capture, analyze and evaluate the city's capacity to provide municipal services as it increases in size and efficiencies of service providers, as well as identify opportunities for greater coordination and cooperation between providers. A LAFCO approved application will eventually lead to a General Plan Update priming the City for future development and annexation of the SOI.

FINANCIAL IMPACT:

There is no financial cost associated with adopting the Sphere of Influence (SOI) Amendment.

RECOMMENDATION:

Adopt a Resolution requesting and authorizing an application for, and the initiation of, a sphere of influence amendment.

ATTACHMENT:

Resolution of the City Council of the City of Arvin Requesting and Authorizing an Application for, and the Initiation of, a Sphere of Influence Amendment.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
REQUESTING AND AUTHORIZING AN APPLICATION FOR, AND THE
INITIATION OF, A SPHERE OF INFLUENCE AMENDMENT**

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Act) requires that Kern County LAFCo (LAFCo), as necessary, review and update the sphere of influence of each city and special district within its county every five years; and

WHEREAS, this provides that no sphere of influence (SOI) can be updated until LAFCo conducts a municipal service review (MSR) for the agency in accordance with California Government Code Section 56430; and

WHEREAS, LAFCo most recently adopted an MSR for the Arvin area in 2007; and

WHEREAS, the City is examining the possibility of expanding its SOI in order to attract and accommodate subsequent development; and

WHEREAS, as part of this process, the City has prepared an MSR to analyze the abilities of the City of Arvin and its other service providers to adequately service an expanded area; and

WHEREAS, the MSR has been prepared in accordance with Section 56430 of the California Government Code and in accordance with the Service Review Guidelines prepared by the State Office of Planning and Research; and

WHEREAS, the MSR is in the process of being submitted for consideration by LAFCO; and

WHEREAS, the City would like to expand its SOI to ensure the orderly provision of services, including a disadvantaged unincorporated community as defined in Government Code section 56033.5, and orderly development.

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council of the City of Arvin does hereby resolve, determine and order as follows:

1. The Recitals set forth above are true and correct and incorporated herein.
2. The City Council of the City of Arvin hereby requests and authorizes an application for, and the initiation of, a sphere of influence amendment consistent with the boundaries depicted in Exhibit "A." The exterior boundaries of the proposed updated sphere of influence are entirely located within the County of Kern and are described in the attached Exhibit "A," which is attached hereto and by reference made a part hereof.
3. The City Manager and City Attorney are hereby authorized and directed to forthwith prepare and file with the Executive Officer of the Local Agency Formation Commission of Kern County all forms relating to the application as required by the LAFCO. Additionally, the City Manager is authorized to take all other necessary steps required by LAFCO.
4. The Mayor or City Manager is hereby authorized and directed to forthwith to execute an indemnity agreement, if required, with the Local Agency Formation Commission of Kern County and the City in a form approved by the City Attorney.

5. The City Manager and City Attorney shall be, and they hereby are, authorized and directed to perform any and all acts required to effect the reorganization initiated by this Resolution.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 04th day of October, 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:

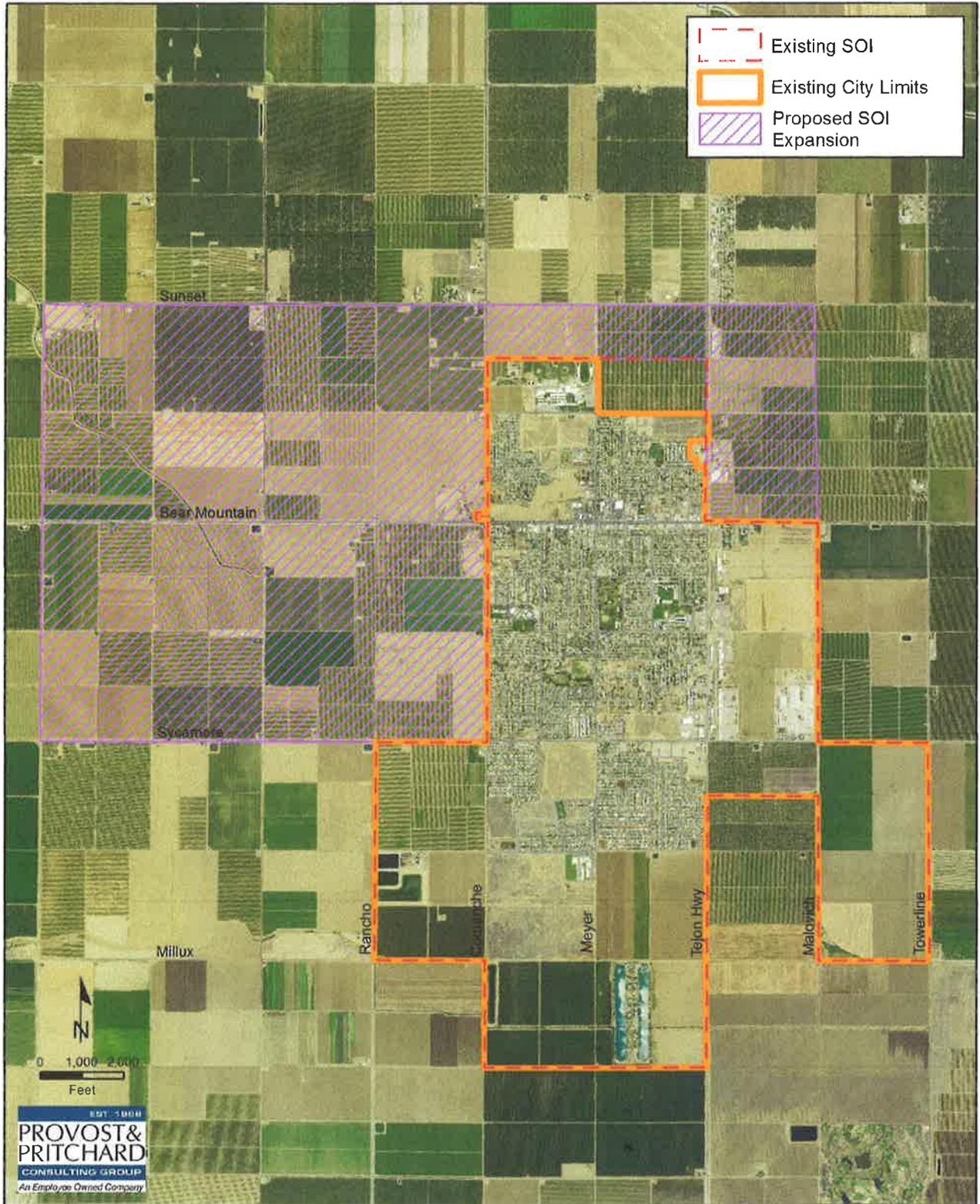
By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

Attachment: Exhibit A - City of Arvin Proposed Updated Sphere of Influence

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.

EXHIBIT A

CITY OF ARVIN PROPOSED UPDATED SPHERE OF INFLUENCE





CITY OF ARVIN
Staff Report

Meeting Date: October 4, 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, Including Regulation of Cultivation

BACKGROUND:

The City Council continued this item from the meeting on September 20, 2016, to allow for additional discussion regarding the California ballot measure to legalize recreational marijuana called the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”) certified for the November 8, 2016 statewide ballot.

If AUMA passes, there are two primary considerations for the Council: Whether to regulate personal cultivation, and whether to regulate or prohibit commercial marijuana businesses. There is time over the next year to more fully examine the issue of commercial marijuana businesses, as the regulations will not become effective until 2018. However, if the Council wishes to regulate personal cultivation, it must act promptly if it wants to have these regulations in place AUMA takes effect.

If AUMA passes, it will legalize personal marijuana use, legalize possession of up to one ounce of marijuana, and legalize cultivation of up to six marijuana plants. Under AUMA, cities can completely ban outdoor cultivation, and place regulations on indoor cultivation. The questions before the Council are:

1. Does the City want to require indoor cultivation (i.e. prohibit outdoor cultivation) of marijuana for personal use?
2. If so, what regulations would the City like to impose on indoor cultivation for personal use? (See sample list, below.)
3. Does the City want to regulate second-hand smoke from marijuana?

Just one marijuana plant can potentially be the size of a small tree, and six plants can fill an entire room. There are also odor, building and safety, water, security and other issues that may be associated with the cultivation of marijuana. Some potential items to be considered are:

1. Electrical: Indoor cultivation requires an intense amount of heat and light, especially if multiple crops are done annually. Overloaded circuits for the extensive electrical use which may be necessary may cause local blackouts and/or “energy theft.” This can be partially addressed through strict adherence to potential electrical systems/conditions and heating element hazards as covered in the California Fire Code and Building Codes.

2. Water: Failure to properly construct irrigation systems may lead to growth of hazardous mold for occupants. The City could regulate irrigation systems, humidity, and related items.
3. Odor Control/Ventilation: Failure to have sufficient ventilation and odor control can cause both a skunk-like smell during harvest time, if the smell can escape the grow room, and can also (in extreme cases) lead to death when there is improper levels of carbon dioxide in enclosed area without adequate ventilation.
4. Chemicals: Pesticides, insecticides, herbicides, and chemicals are used for indoor cultivation, which increase the likelihood of a hazardous material type exposure and exacerbate the nature and extent of any indoor fire or incident.
5. Inspections: Cities can require enhanced and specialized collaborative inspections with the building, fire, and police departments consisting of initial and regular site inspections.
6. Emergency Response: This can range from an operational and emergency response perspective, to fires, burglaries, etc., and provision for timely and direct access for emergency responders can be addressed. Specifically, response times will be impacted by high risk premise entry (due to security and blocked or modified entry and egress areas), not to mention failure to regulate creates potential of hazardous defense devices (e.g., booby trap devices) after hours.

If the Council is inclined to address some or all of these issues, it can provide preliminary direction to staff to return with an ordinance for final consideration and approval by the Council. Taking no action means if AUMA passes then after the measure is certified (i.e., probably December, 2016) residents may lawfully use marijuana and may lawfully grow up to six marijuana plants both outdoors and indoors (with certain State restrictions) under State law.

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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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 1	Gross Amount
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41827 12-952	FERNANDO LOPEZ 2408 SPRUCE ST. BAKERSFIELD CA 93301 <Emailing Stub Disabled>	09/19/2016 09/19/2016 09/19/2016 09/19/2016	BOFA N N Y	TRANSLATION SVC. 9.6-9.20.16 N 0 INTERPRETER SERVICE 9	320.00 0.00 0.00 320.00
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41828 28-447	MUNISERVICES, LLC P.O BOX 12872 NORFOLK VA 23541 <Emailing Stub Disabled>	09/01/2016 09/19/2016 09/01/2016 09/01/2016	BOFA N N N	CAFR STATS REPORT 09.09.16 N 0	2,150.00 0.00 0.00 2,150.00
Vendor Total:					2,150.00
41849 16-075	PACIFIC TIRE #18 190 C. STREET ARVIN CA 93203 <Emailing Stub Disabled>	08/31/2016 09/19/2016 08/31/2016 08/31/2016	BOFA N N Y	TIRE REPAIR FLEET#319 N 0	12.17 0.00 0.00 12.17
Vendor Total:					12.17
41850 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	09/09/2016 09/19/2016 09/09/2016 09/09/2016	BOFA N N N	SVC. 08.10.16-09.08.16 N 0	19.71 0.00 0.00 19.71
41851 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	09/09/2016 09/19/2016 09/09/2016 09/09/2016	BOFA N N N	SVC 08.10.16-09.08.16 N 0	197.22 0.00 0.00 197.22
41852 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	09/15/2016 09/19/2016 09/15/2016 09/15/2016	BOFA N N N	SVC 08.17.16-09.15.16 N 0	228.81 0.00 0.00 228.81

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Sep. Ck.?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	1099?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.		Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
41853	PG & E	09/15/2016		BOFA	SVC 08.12.16-09.12.16	10.51
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/15/2016		N	N	0.00
	CA 95899-7300	09/15/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/15/2016	A#1090419141-7	9.15.16		10.51
41854	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	78.61
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#6226711721-6	9.15.16		78.61
41855	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	167.88
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#3441010184-3	9.15.16		167.88
41856	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	153.87
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#4891917948-3	9.15.16		153.87
41857	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	4,473.04
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#7149339108-1	9.15.16		4,473.04
41858	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	2,003.68
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#3232674778-2	9.15.16		2,003.68
41859	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	473.35
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#5422632722-6	9.13.16		473.35
41860	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	10.51
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#2402723819-5	9.13.16		10.51
41861	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	4,209.66
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#6632224172-1	9.13.16		4,209.66
41862	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	10.54
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#1215425391-3	9.13.16		10.54

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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				
41863	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	104.54
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#1486138762-0	9.13.16		104.54
41864	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	30.39
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#7132070819-2	9.13.16		30.39
41865	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	10.52
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#4569461468-1	9.13.16		10.52
41866	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	54.55
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#5106956658-9	9.13.16		54.55
41867	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	10.51
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#4923752229-4	9.13.16		10.51
41868	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	10.52
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#5673737579-2	9.13.16		10.52
41869	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	94.16
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#8517683481-1	9.13.16		94.16
41870	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	89.80
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#9132070691-3	9.13.16		89.80
41871	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	212.18
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#0048737939-8	9.13.16		212.18
41872	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	10.51
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#2059220186-5	9.13.16		10.51

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	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.		
41873	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	450.46
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#7235938816-1	9.13.16	450.46
41874	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	176.58
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#6358251136-4	9.13.16	176.58
41875	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	74.85
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#5242161718-5	9.13.16	74.85
41876	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	10.52
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#2703896446-9	9.13.16	10.52
41877	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	55.21
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#4157630593-6	9.3.16	55.21
41878	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	425.56
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#2124436632-0	9.13.16	425.56
41879	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	169.83
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#1673746179-4	9.13.16	169.83
41880	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	10.63
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#1840419093-8	9.13.16	10.63
41881	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	467.97
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#4601018108-2	9.13.16	467.97
41882	PG & E	09/19/2016	BOFA	SVC 08.12.16-09.12.16	92.10
16-004	BOX 997300	09/19/2016	N		0.00
	SACRAMENTO	09/19/2016	N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0
	<Emailing Stub Disabled>	09/19/2016	A#6747820313-8	9.13.16	92.10

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
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	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
41883	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	532.31
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#9853233499-6	9.13.16		532.31
41884	PG & E	09/19/2016		BOFA	SVC 08.12.16-09.12.16	216.01
16-004	BOX 997300	09/19/2016		N		0.00
	SACRAMENTO	09/19/2016		N	N	0.00
	CA 95899-7300	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#9083999874-8	9.13.16		216.01
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41848	PUBLIC WORKS COUNTY OF KEF	09/19/2016		BOFA	MUNI & STSW SVCS. AUGUST 20	2,473.20
16-951	PO BOX 845590	09/19/2016		N		0.00
	LOS ANGELES	09/19/2016		N	N	0.00
	CA 90084-5590	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	ACCT#01-ARV	09.08.16		2,473.20
Vendor Total:						2,473.20
41844	TOYOTA FINANCIAL SERVICES	09/19/2016		BOFA	LEASE PAYMENT 9.13.16	256.04
28-217	PO BOX 5855	09/19/2016		N		0.00
	CAROL STREAM	09/19/2016		N	N	0.00
	IL 60197-5855	09/19/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/19/2016	A#002 6595452	9.13.16		256.04
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Grand Total:						55,888.30
Less Credit Memos:						0.00
Net Total:						55,888.30
Less Hand Check Total:						0.00
Outstanding Invoice Total:						55,888.30

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Ref. No. Vendor No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PO Number 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
41933 48-570	"DIR CAL-OSHA" CASHIERING, ACCT. UNIT-OSHA SAN FRANCISCO CA 94142-0603 <Emailing Stub Disabled>	09/27/2016 09/27/2016 09/27/2016 09/27/2016 09/27/2016		BOFA N N N	APPEAL NO. 2016-R4D7-2799/280 N N 0 IMIS NO. 1111092 9.21.16	12,270.00 0.00 0.00 <u>12,270.00</u>
Vendor Total:						12,270.00
41891 48-486	ACC BUSINESS P.O. BOX 105306 ATLANTA GA 30348-5036 <Emailing Stub Disabled>	09/26/2016 09/26/2016 09/26/2016 09/26/2016 09/26/2016		BOFA N N N	INTERNET ACCESS A#1205939 SVC. 08.31.16-09.10.16 N 0 1205939	1,079.80 0.00 0.00 <u>1,079.80</u>
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41889 48-553	ADOBE PLAZA REFUND 1921 GREGG LANE ARVIN CA 93203 <Emailing Stub Disabled>	09/26/2016 09/26/2016 09/26/2016 09/26/2016 09/26/2016		BOFA N N N	REFUND DEPOSIT FOR VET'S HA EVENT 9.10.16 N 0 REIMBURSEMENT RECEIP	0.00 350.00 0.00 0.00 <u>350.00</u>
41890 48-553	ADOBE PLAZA REFUND 410 WEST J. STREET#A TEHACHAPI CA 93561 <Emailing Stub Disabled>	09/26/2016 09/26/2016 09/26/2016 09/26/2016 09/26/2016		BOFA N N N	REFUND DEPOSIT VET'S HALL EVENT 04.12.16 N 0 REIMBURSEMENT RECEIP	350.00 0.00 0.00 <u>350.00</u>
Vendor Total:						700.00
41892 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	06/28/2016 09/26/2016 06/28/2016 06/28/2016 06/28/2016		BOFA N N Y	LEGAL SERVICES-GENERAL N N 0 37998	13,726.00 0.00 0.00 <u>13,726.00</u>
41893 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	06/28/2016 09/26/2016 06/28/2016 06/28/2016 06/28/2016		BOFA N N Y	LEGAL SERVICES-PERSONNEL N N 0 37999	3,382.00 0.00 0.00 <u>3,382.00</u>
41894 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	06/28/2016 09/26/2016 06/28/2016 06/28/2016 06/28/2016		BOFA N N Y	LEGAL SERVICES-PLANNING N N 0 38000	5,309.50 0.00 0.00 <u>5,309.50</u>
41895 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	06/28/2016 09/26/2016 06/28/2016 06/28/2016 06/28/2016		BOFA N N Y	LEGAL SERVICES-PUBLIC WORK N N 0 38001	7,122.50 0.00 0.00 <u>7,122.50</u>

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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.		
41896 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	06/28/2016 09/26/2016 06/28/2016 06/28/2016	BOFA N N Y	LEGAL SERVICES-LABOR N N 0	7,462.00 0.00 0.00 <u>7,462.00</u>
41897 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	06/28/2016 09/26/2016 06/28/2016 06/28/2016	BOFA N N Y	LEGAL SERVICES-POLICE N N 0	55.50 0.00 0.00 <u>55.50</u>
41898 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	06/28/2016 09/26/2016 06/28/2016 06/28/2016	BOFA N N Y	LEGAL SERVICES-REFUSE N N 0	553.50 0.00 0.00 <u>553.50</u>
41899 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	06/28/2016 09/26/2016 06/28/2016 06/28/2016	BOFA N N Y	LEGAL SERVICES-PARK & RIDE N N 0	370.00 0.00 0.00 <u>370.00</u>
41900 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	06/28/2016 09/26/2016 06/28/2016 06/28/2016	BOFA N N Y	LEGAL SVCS. BIG N DEEP AG. DE N N 0	3,571.66 0.00 0.00 <u>3,571.66</u>
41903 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	07/27/2016 09/26/2016 07/27/2016 07/27/2016	BOFA N N Y	LEGAL SERVICES-GENERAL N N 0	19,710.09 0.00 0.00 <u>19,710.09</u>
41904 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	09/26/2016 09/26/2016 09/26/2016 07/27/2016	BOFA N N Y	LEGAL SERVICES-PERSONNEL N N 0	15,477.50 0.00 0.00 <u>15,477.50</u>
41905 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	07/27/2016 09/26/2016 07/27/2016 07/27/2016	BOFA N N Y	LEGAL SERVICES-PLANNING N N 0	6,378.50 0.00 0.00 <u>6,378.50</u>
41906 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	07/27/2016 09/26/2016 07/27/2016 07/27/2016	BOFA N N Y	LEGAL SERVICES-PUBLIC WORK N N 0	2,738.00 0.00 0.00 <u>2,738.00</u>
41907 28-209	ALESHIRE & WYNDER, LLP 18881 VON KARMAN AVE, STE 17 IRVINE CA 92612 <Emailing Stub Disabled>	07/27/2016 09/26/2016 07/27/2016 07/27/2016	BOFA N N Y	LEGAL SERVICES-FINANCE N N 0	2,701.00 0.00 0.00 <u>2,701.00</u>

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41908	ALESHIRE & WYNDER, LLP	07/27/2016	BOFA	LEGAL SERVICES-LABOR	10,885.50
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41909	ALESHIRE & WYNDER, LLP	07/27/2016	BOFA	LEGAL SERVICES-POLICE	1,165.50
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41910	ALESHIRE & WYNDER, LLP	07/27/2016	BOFA	LEGAL SERVICES-REFUSE	451.00
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41912	ALESHIRE & WYNDER, LLP	07/27/2016	BOFA	LEGAL SVCS. PARK&RIDE PROJE	314.50
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41913	ALESHIRE & WYNDER, LLP	07/27/2016	BOFA	LEGAL SVCS. BIG N DEEP AG. DE	6,429.06
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41914	ALESHIRE & WYNDER, LLP	08/26/2016	BOFA	LEGAL SERVICES-GENERAL	12,717.34
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41915	ALESHIRE & WYNDER, LLP	08/26/2016	BOFA	LEGAL SERVICES-PERSONNEL	5,635.38
28-209	18881 VON KARMAN AVE, STE 17	09/26/2016	N		0.00
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41917	ALESHIRE & WYNDER, LLP	08/26/2016	BOFA	LEGAL SERVICES-PUBLIC WORK	4,477.00
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41919	ALESHIRE & WYNDER, LLP	08/26/2016	BOFA	LEGAL SERVICES-LABOR	3,075.00
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41920	ALESHIRE & WYNDER, LLP	08/26/2016	BOFA	LEGAL SERVICES-POLICE	703.00
28-209	18881 VON KARMAN AVE, STE 17	09/26/2016	N		0.00
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41921	ALESHIRE & WYNDER, LLP	08/26/2016	BOFA	LEGAL SERVICES-REFUSE	3,550.50
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41922	ALESHIRE & WYNDER, LLP	08/26/2016	BOFA	LEGAL SERVICES-WASTEWATER	2,070.50
28-209	18881 VON KARMAN AVE, STE 17	09/26/2016	N		0.00
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	CA 92612	08/26/2016	Y	0	0.00
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41923	ALESHIRE & WYNDER, LLP	08/26/2016	BOFA	LEGAL SVCS-PARK & RIDE PROJ	203.50
28-209	18881 VON KARMAN AVE, STE 17	09/26/2016	N		0.00
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	CA 92612	08/26/2016	Y	0	0.00
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41924	ALESHIRE & WYNDER, LLP	09/26/2016	BOFA	LEGAL SVC. BIG N DEEP AG. DEV	3,481.00
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	CA 92612	09/26/2016	Y	0	0.00
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41932	ALLAN HANCOCK COLLEGE	09/27/2016	BOFA	POST PLAN IV COURSE	260.00
01-485	ONCE HANCOCK DRIVE	09/27/2016	N	ZUNIGA, VALENTINA	0.00
	LOMPOC	09/27/2016	N	N	0.00
	CA 9436	09/27/2016	N	0	0.00
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41901	AT&T	09/26/2016	BOFA	CALNET 3-SVC. 8.13.16-9.12.16	356.02
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41902 26-909	AT&T P.O. BOX 9011 CAROL STREAM IL 60197 <Emailing Stub Disabled>	09/26/2016 09/26/2016 09/26/2016 09/26/2016		BOFA N N N	CALNET 3-SVC. 8.13.16-9.12.16 A#9391056024 N 0	610.88 0.00 0.00 <u>610.88</u>
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41925 48-510	BARRAZA, PEDRO <Emailing Stub Disabled>	09/26/2016 09/26/2016 09/26/2016 09/26/2016		BOFA N N N	TRAINING PERDIEM 9.13-9.14.16 N 0 PERDIEM 9.13.16-9.14.16	100.00 0.00 0.00 <u>100.00</u>
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41948 03-757	C & T AUTOMOTIVE, INC 12312 MAIN STREET LAMONT CA 93241 <Emailing Stub Disabled>	09/01/2016 09/27/2016 09/01/2016 09/01/2016 09/01/2016		BOFA N N N	MAINTENANCE FLEET#278 N N 0	343.96 0.00 0.00 <u>343.96</u>
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41965 28-150	CALBO 1022 G STREET SACRAMENTO CA 95814 <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	2016 CALBO EDUCATION WEEK ROSEMARIE CHAVEZ N 0	645.00 0.00 0.00 <u>645.00</u>
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41945 27-033	CENTRAL VALLEY OCCUP. 4100 TRUXTUN AVE. STE.200 BAKERSFIELD CA 93309 <Emailing Stub Disabled>	09/15/2016 09/27/2016 09/15/2016 09/15/2016 09/15/2016		BOFA N N N	MEDICAL EXAM 9.14.16 N N 0	80.00 0.00 0.00 <u>80.00</u>
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41964 28-390	ROSEMARIE CHAVEZ <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	2016 CALBO EDUCATION WEEK 10/24/16-10/27/16 TRAVEL EXP. N 0 2016 CALBO TRAVEL EXPE	389.44 0.00 0.00 <u>389.44</u>
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41926 03-480	CLARK PEST CONTROL ACCOUNTING OFFICE BAKERSFIELD CA 93303 <Emailing Stub Disabled>	08/24/2016 09/26/2016 08/24/2016 08/24/2016 08/24/2016		BOFA N N N	PEST CONTROL-JAILSIDE N N 0	150.00 0.00 0.00 <u>150.00</u>
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41927 03-480	CLARK PEST CONTROL ACCOUNTING OFFICE BAKERSFIELD CA 93303 <Emailing Stub Disabled>	08/24/2016 09/26/2016 08/24/2016 08/24/2016	BOFA N N N	PEST CONTROL-PLANNING N 0	70.00 0.00 0.00 70.00
41928 03-480	CLARK PEST CONTROL ACCOUNTING OFFICE BAKERSFIELD CA 93303 <Emailing Stub Disabled>	08/24/2016 09/26/2016 08/24/2016 08/24/2016	BOFA N N N	PEST CONTROL-TRANSPORTATI N 0	70.00 0.00 0.00 70.00
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41944 04-595	DOOLEY ENTERPRISES, INC 1198-A N. GROVE ANAHEIM CA 92806 <Emailing Stub Disabled>	09/08/2016 09/27/2016 09/08/2016 09/08/2016	BOFA N N N	SAFETY EQUIPMENT-POLICE DEI N 0	2,929.50 0.00 0.00 2,929.50
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41940 06-014	ALMA FERNANDEZ <Emailing Stub Disabled>	09/27/2016 09/27/2016 09/27/2016 09/27/2016	BOFA N N N	FUEL FLEET#276 - TRAINING EXP N 0	36.00 0.00 0.00 36.00
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41929 07-592	GOLDEN EMPIRE FLEET SERVICE P.O. BOX 2192 BAKERSFIELD CA 93303-2192 <Emailing Stub Disabled>	09/15/2016 09/26/2016 09/15/2016 09/15/2016	BOFA N N N	MAINTENANCE FLEET#110 N 0	559.92 0.00 0.00 559.92
41930 07-592	GOLDEN EMPIRE FLEET SERVICE P.O. BOX 2192 BAKERSFIELD CA 93303-2192 <Emailing Stub Disabled>	09/12/2016 09/26/2016 09/12/2016 09/12/2016	BOFA N N N	MAINTENANCE FLEET#211 N 0	512.45 0.00 0.00 512.45
41934 07-592	GOLDEN EMPIRE FLEET SERVICE P.O. BOX 2192 BAKERSFIELD CA 93303-2192 <Emailing Stub Disabled>	09/12/2016 09/27/2016 09/12/2016 09/12/2016	BOFA N N N	MAINTENANCE FLEET#205 N 0	2,885.47 0.00 0.00 2,885.47
41935 07-592	GOLDEN EMPIRE FLEET SERVICE P.O. BOX 2192 BAKERSFIELD CA 93303-2192 <Emailing Stub Disabled>	09/12/2016 09/27/2016 09/12/2016 09/12/2016	BOFA N N N	MAINTENANCE FLEET#211 N 0	709.37 0.00 0.00 709.37

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	CA 93303-2192	09/19/2016	0.00	N	0
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41937	GOLDEN EMPIRE FLEET SERVICE	09/19/2016	BOFA	MAINTENANCE FLEET#209	800.40
07-592	P.O. BOX 2192	09/27/2016	N		0.00
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41946	GOLDEN EMPIRE TOWING INC	09/09/2016	BOFA	TOWING SERVICE FLEET#252	35.00
28-180	1915 SOUTH UNION AVE	09/27/2016	N		0.00
	BAKERSFIELD	09/09/2016	N	N	0.00
	CA 93307	09/09/2016	0.00	N	0
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28-180	1915 SOUTH UNION AVE	09/27/2016	N		0.00
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	CA 93307	09/09/2016	0.00	N	0
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41949	GRANITE CONSTRUCTION	09/06/2016	BOFA	ROAD MATERIAL FOR POTHOLES	1,803.61
07-700	P.O. BOX 742478	09/27/2016	N		0.00
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	CA 90074-2478	09/06/2016	0.00	N	0
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41953	HAAKER EQUIPMENT COMPANY	09/20/2016	BOFA	EL CROSSWIND J3292D -OIL SVC	895.38
27-074	2070 N. WHITELANE AVE.	09/27/2016	N		0.00
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	CA 91750	09/20/2016	0.00	N	0
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41952 03-591	J.P. COOKE CO. 1311 HOWARD ST, BOX 3848 OMAHA NE 68103 <Emailing Stub Disabled>	09/20/2016 09/27/2016 09/20/2016 09/20/2016 09/20/2016		BOFA N N N	DOG LICENSING TAGS N 0	 116.98 0.00 0.00 116.98
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41956 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKERSFIELD CA 93384 <Emailing Stub Disabled>	09/21/2016 09/27/2016 09/21/2016 09/21/2016 09/21/2016		BOFA N N Y	MAINTENANCE FLEET#GH4 N 0	 119.89 0.00 0.00 119.89
41957 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKERSFIELD CA 93384 <Emailing Stub Disabled>	09/23/2016 09/27/2016 09/23/2016 09/23/2016 09/23/2016		BOFA N N Y	MAINTENANCE FLEET#209 N 0	 225.67 0.00 0.00 225.67
41958 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKERSFIELD CA 93384 <Emailing Stub Disabled>	09/21/2016 09/27/2016 09/21/2016 09/21/2016 09/21/2016		BOFA N N Y	MAINTENANCE FLEET#205 N 0	 852.07 0.00 0.00 852.07
41959 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKERSFIELD CA 93384 <Emailing Stub Disabled>	09/26/2016 09/27/2016 09/26/2016 09/26/2016 09/26/2016		BOFA N N Y	MAINTENANCE FLEET#302 N 0	 575.14 0.00 0.00 575.14
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41939 19-885	SUZANNE MENDOZA <Emailing Stub Disabled>	09/27/2016 09/27/2016 09/27/2016 09/27/2016		BOFA N N N	HOTEL PARKING FEE- TRAINING N 0 8.22.16 FEES FOR PARKIN	 11.70 0.00 0.00 11.70
					Vendor Total:	11.70

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41961 13-585	MOUNTAINSIDE DISPOSAL 8665 SO. UNION AVE BAKERSFIELD CA 93307 <Emailing Stub Disabled>	09/19/2016 09/27/2016 09/19/2016 09/19/2016 09/19/2016		BOFA N N N	PROPERTY TAX 9.19.16 N N 0 PROPERTY TAXES 20006 6	3,231.37 0.00 0.00 3,231.37
Vendor Total:						3,231.37
41962 16-390	PITNEY BOWES P.O. BOX 371887 PITTSBURGH PA 15250-7887 <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	POSTAGE REFILL 09.11.16 N N 0 A#8000-90000-0054-0157 9.	500.00 0.00 0.00 500.00
Vendor Total:						500.00
41960 18-061	RAYMOND'S TROPHY & AWARDS 300 CHESTER AVENUE BAKERSFIELD CA 93301-5414 <Emailing Stub Disabled>	09/01/2016 09/27/2016 09/01/2016 09/01/2016 09/01/2016		BOFA N N N	AWARD ENGRAVING -CITY HALL N N 0 50382	83.80 0.00 0.00 83.80
Vendor Total:						83.80
41971 18-260	REED PRINT P.O. BOX 1600 SHAFTER CA 93263-1507 <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	NOTICE TO ADOPT ORDINANCE #432&433 N 0 778	72.00 0.00 0.00 72.00
Vendor Total:						72.00
41969 48-524	REGIONAL GOVERNMENT SERVICE PO BOX 1350 CARMEL VALLEY CA 93924 <Emailing Stub Disabled>	06/30/2016 09/27/2016 06/30/2016 06/30/2016 06/30/2016		BOFA N N N	CONTRACT SVC. 6.30.16 - POLICE N N 0 6137	1,171.35 0.00 0.00 1,171.35
Vendor Total:						1,171.35
41963 19-015	SAN JOAQUIN VALLEY APCD 34946 FLYOVER COURT BAKERSFIELD CA 93308 <Emailing Stub Disabled>	09/09/2016 09/27/2016 09/09/2016 09/09/2016 09/09/2016		BOFA N N N	SYCAMORE RD DRAINAGE IMPR. PROJECT #20160208 N 0 C252246	10,252.32 0.00 0.00 10,252.32
Vendor Total:						10,252.32
41942 19-086	SC COMMUNICATIONS, INC 5303 WOODMERE DR. BAKERSFIELD CA 93313 <Emailing Stub Disabled>	09/15/2016 09/27/2016 09/15/2016 09/15/2016 09/15/2016		BOFA N N N	ANTENNA PARTS N N 0 5415	34.40 0.00 0.00 34.40

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41951 19-086	SC COMMUNICATIONS, INC 5303 WOODMERE DR. BAKERSFIELD CA 93313 <Emailing Stub Disabled>	09/15/2016 09/27/2016 09/15/2016 09/15/2016 09/15/2016		BOFA N N N	DEFECTIVE PARTS REPLACED - I N 0	488.25 0.00 0.00 488.25
Vendor Total:						522.65
41966 48-482	SITEIMPROVE, INC ONE CAPITOL MALL, SUITE 670 SACRAMENTO CA 95814 <Emailing Stub Disabled>	07/01/2016 09/27/2016 07/01/2016 07/01/2016 07/01/2016		BOFA N N N	CONTRACT#8185 SVC. 07/01/16-07/30/2017 N 0	2,400.00 0.00 0.00 2,400.00
Vendor Total:						2,400.00
41943 04-046	SPARKLETTS PO BOX 660579 DALLAS TX 75266-0579 <Emailing Stub Disabled>	09/16/2016 09/27/2016 09/16/2016 09/16/2016 09/16/2016		BOFA N N N	SVC. AUG. 2016-POLICE DEPT. N 0	134.03 0.00 0.00 134.03
Vendor Total:						134.03
41967 19-832	PATRICIA STEWART <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	PERDIEM TRAINING 9.13-9.14.16 N 0	110.00 0.00 0.00 110.00
Vendor Total:						110.00
41968 19-832	PATRICIA STEWART <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	TRAVELING TO TRAINING N 0	173.34 0.00 0.00 173.34
Vendor Total:						283.34
41950 19-863	SUN RIDGE SYSTEMS P.O. BOX 5071 EL DORADO HILLS CA 95762-0002 <Emailing Stub Disabled>	09/27/2016 09/27/2016 09/27/2016 09/27/2016 09/27/2016		BOFA N N N	SOFTWARE&INSTALLATION -POL N 0	8,540.00 0.00 0.00 8,540.00
Vendor Total:						8,540.00
41972 20-040	TAG-AMS, INC 10572 CHESTNUT ST. LOS ALAMITOS CA 90720 <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	ANNUAL RENEWAL FEE 9.1.16 N 0	125.00 0.00 0.00 125.00
Vendor Total:						125.00

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41973 28-415	TRAFFIC MANAGEMENT, INC 2435 LEMON AVE SIGNAL HILL CA 90755 <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	ORDER#64588 ROAD MAINTENANCE N 0	307.45 0.00 0.00 <u>307.45</u>
			13-035751			Vendor Total: 307.45
41954 26-983	UNITED STATES TREASURY PO BOX 87 MEMPHIS TN 38101-0087 <Emailing Stub Disabled>	09/19/2016 09/27/2016 09/19/2016 09/19/2016 09/19/2016		BOFA N N N	TAX PERIOD 12/31/2013 EIN 95-6006602 N 0	1,646.73 0.00 0.00 <u>1,646.73</u>
			CP215			Vendor Total: 1,646.73
41931 48-569	VALENTINA ZUNIGA <Emailing Stub Disabled>	09/27/2016 09/27/2016 09/27/2016 09/27/2016		BOFA N N N	DISPATCHER PUBLIC SAFETY PERDIEM 10/3-10/21, 2016 N 0	780.00 0.00 0.00 <u>780.00</u>
			POST PLAN IV OCT. 3-21			Vendor Total: 780.00
41970 23-282	WELLS FARGO BANK - TRUSTEE WF 8113 MINNEAPOLIS MN 55485-8113 <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016		BOFA N N N	TRUSTEE FEES 09/01/16-08/31/17 N 0	4,000.00 0.00 0.00 <u>4,000.00</u>
			1359069			Vendor Total: 4,000.00
					Grand Total:	219,797.20
					Less Credit Memos:	0.00
					Net Total:	219,797.20
					Less Hand Check Total:	0.00
					Outstanding Invoice Total:	219,797.20
Total Invoices: 86						

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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.		
42002	ARVIN POLICE OFFICERS	09/28/2016	BOFA	APOA UNION DUES 08.26-09.09.16	600.00
01-725		09/28/2016	N		0.00
		09/28/2016	N	N	0.00
		09/28/2016	0.00	N	0
	<Emailing Stub Disabled>	09/28/2016		APOA UNION DUES 08.26-	600.00
					Vendor Total: 600.00
41995	AT&T	09/13/2016	BOFA	CALNET 2 ADJUSTMENTS 8.13-9.	-175.10
26-909	P.O. BOX 9011	09/27/2016	N		0.00
	CAROL STREAM	09/13/2016	N	N	0.00
	IL 60197	09/13/2016	0.00	N	0
	<Emailing Stub Disabled>	09/13/2016	8586986		-175.10
					Vendor Total: -175.10
42000	CENTRAL CALIF. ASSOC. PUBLIC	09/28/2016	BOFA	UNION DUES 9.9.16	637.45
11-150	SEIU LOCAL 521	09/28/2016	N		0.00
	SAN JOSE	09/28/2016	N	N	0.00
	CA 95131	09/28/2016	0.00	N	0
	<Emailing Stub Disabled>	09/28/2016		COA UNION DUES 9.9.16	637.45
					Vendor Total: 1,276.50
42001	CENTRAL CALIF. ASSOC. PUBLIC	09/28/2016	BOFA	UNION DUES 9.23.16	639.05
11-150	SEIU LOCAL 521	09/28/2016	N		0.00
	SAN JOSE	09/28/2016	N	N	0.00
	CA 95131	09/28/2016	0.00	N	0
	<Emailing Stub Disabled>	09/28/2016		COA UNION DUES 9.23.16	639.05
					Vendor Total: 1,662.39
41975	QUAD KNOPF, INC	09/27/2016	BOFA	PLAN CHECKS TO#1616	1,662.39
17-830	P.O. BOX 3699	09/27/2016	N		0.00
	VISALIA	09/27/2016	N	N	0.00
	CA 93278	09/27/2016	0.00	N	0
	<Emailing Stub Disabled>	09/27/2016	86026		1,662.39
					Vendor Total: 2,477.89
41976	QUAD KNOPF, INC	09/27/2016	BOFA	ENGINEERING SVC. TO1609 &161	2,477.89
17-830	P.O. BOX 3699	09/27/2016	N		0.00
	VISALIA	09/27/2016	N	N	0.00
	CA 93278	09/27/2016	0.00	N	0
	<Emailing Stub Disabled>	09/27/2016	86027		2,477.89
					Vendor Total: 3,102.12
41977	QUAD KNOPF, INC	09/24/2016	BOFA	FRANKLIN ST. IMPRV.#1615	3,102.12
17-830	P.O. BOX 3699	09/27/2016	N		0.00
	VISALIA	09/24/2016	N	N	0.00
	CA 93278	09/24/2016	0.00	N	0
	<Emailing Stub Disabled>	09/24/2016	86012		3,102.12
					Vendor Total: 243.00
41978	QUAD KNOPF, INC	09/24/2016	BOFA	WASTEWATER TREATMENT #162	243.00
17-830	P.O. BOX 3699	09/27/2016	N		0.00
	VISALIA	09/24/2016	N	N	0.00
	CA 93278	09/24/2016	0.00	N	0
	<Emailing Stub Disabled>	09/24/2016	86011		243.00

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41979 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	09/24/2016 09/27/2016 09/24/2016 09/24/2016 09/24/2016	 0.00 86010	BOFA N N N	SMOTHERMON SPRAY II #1602 N 0	 2,389.23 0.00 0.00 <u>2,389.23</u>
41980 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	09/24/2016 09/27/2016 09/24/2016 09/24/2016 09/24/2016	 0.00 86009	BOFA N N N	SLURRY SEAL PAVEMENT #1611 N 0	 1,310.76 0.00 0.00 <u>1,310.76</u>
41981 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	09/28/2016 09/27/2016 09/28/2016 09/28/2016 09/28/2016	 0.00 86014	BOFA N N N	VARSITY AVE. RSTP TO#1503 N 0	 2,444.85 0.00 0.00 <u>2,444.85</u>
41982 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	09/24/2016 09/27/2016 09/24/2016 09/24/2016 09/24/2016	 0.00 86013	BOFA N N N	ATP CYCLE 1 TO#1507 N 0	 342.29 0.00 0.00 <u>342.29</u>
41983 17-830	QUAD KNOPF, INC P.O. BOX 3699 VISALIA CA 93278 <Emailing Stub Disabled>	09/26/2016 09/27/2016 09/26/2016 09/26/2016 09/26/2016	 0.00 86025	BOFA N N N	WALNUT ST. CAPITAL TO#1604&1 N 0	 19,750.85 0.00 0.00 <u>19,750.85</u>
Vendor Total:						<u>33,723.38</u>
41984 19-812	STAPLES BUSINESS ADVANTAGE DEPT. LA 1368 CHICAGO IL 60696-3689 <Emailing Stub Disabled>	09/17/2016 09/27/2016 09/17/2016 09/17/2016 09/17/2016	 0.00 3315260485	BOFA N N N	OFFICE SUPPLIES - ADMIN. N 0	 157.22 0.00 0.00 <u>157.22</u>
41985 19-812	STAPLES BUSINESS ADVANTAGE DEPT. LA 1368 CHICAGO IL 60696-3689 <Emailing Stub Disabled>	09/17/2016 09/27/2016 09/17/2016 09/17/2016 09/17/2016	 0.00 3315260486	BOFA N N N	OFFICE SUPPLIES - ADMIN N 0	 162.70 0.00 0.00 <u>162.70</u>
41986 19-812	STAPLES BUSINESS ADVANTAGE DEPT. LA 1368 CHICAGO IL 60696-3689 <Emailing Stub Disabled>	09/17/2016 09/27/2016 09/17/2016 09/17/2016 09/17/2016	 0.00 3315260484	BOFA N N N	OFFICE SUPPLIES -BUILDING DE N 0	 180.91 0.00 0.00 <u>180.91</u>
41987 19-812	STAPLES BUSINESS ADVANTAGE DEPT. LA 1368 CHICAGO IL 60696-3689 <Emailing Stub Disabled>	09/10/2016 09/27/2016 09/10/2016 09/10/2016 09/10/2016	 0.00 3314586811	BOFA N N N	OFFICE SUPPLIES- BUILDING DE N 0	 72.53 0.00 0.00 <u>72.53</u>

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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.		
41988	STAPLES BUSINESS ADVANTAGE	09/10/2016	BOFA	OFFICE SUPPLIES-BUILDING DEF	78.11
19-812	DEPT. LA 1368	09/27/2016	N		
	CHICAGO	09/10/2016	N	N	0.00
	IL 60696-3689	09/10/2016	0.00	N	0
	<Emailing Stub Disabled>	09/10/2016	3314586810		0.00
					78.11
41989	STAPLES BUSINESS ADVANTAGE	09/10/2016	BOFA	OFFICE SUPPLIES -CITY HALL	120.10
19-812	DEPT. LA 1368	09/27/2016	N		0.00
	CHICAGO	09/10/2016	N	N	0.00
	IL 60696-3689	09/10/2016	0.00	N	0
	<Emailing Stub Disabled>	09/10/2016	3314586812		0.00
					120.10
41993	STAPLES BUSINESS ADVANTAGE	09/17/2016	BOFA	CREDIT INVOICE#331225509	-49.22
19-812	DEPT. LA 1368	09/27/2016	N		0.00
	CHICAGO	09/17/2016	N	N	0.00
	IL 60696-3689	09/17/2016	0.00	N	0
	<Emailing Stub Disabled>	09/17/2016	3315260482		0.00
					-49.22
41994	STAPLES BUSINESS ADVANTAGE	09/17/2016	BOFA	CREDIT INVOICE#3314586812	-14.14
19-812	DEPT. LA 1368	09/27/2016	N		0.00
	CHICAGO	09/17/2016	N	N	0.00
	IL 60696-3689	09/17/2016	0.00	N	0
	<Emailing Stub Disabled>	09/17/2016	3315260483		0.00
					-14.14
				Vendor Total:	708.21
41996	UNION VALLEY BENEFITS	09/28/2016	BOFA	AFLAC 9.9.16	55.98
28-120	1001 17TH ST. SUITE A	09/28/2016	N		0.00
	BAKERSFIELD	09/28/2016	N	N	0.00
	CA 93301	09/28/2016	0.00	N	0
	<Emailing Stub Disabled>	09/28/2016	AFLAC 9.9.16		0.00
					55.98
41997	UNION VALLEY BENEFITS	09/28/2016	BOFA	AFLAC 9.23.16	55.98
28-120	1001 17TH ST. SUITE A	09/28/2016	N		0.00
	BAKERSFIELD	09/28/2016	N	N	0.00
	CA 93301	09/28/2016	0.00	N	0
	<Emailing Stub Disabled>	09/28/2016	AFLAC 9.23.16		0.00
					55.98
				Vendor Total:	111.96
41998	VANTAGE POINT TRANSFER AGE	09/28/2016	BOFA	457K CONTRIBUTIONS&LOAN 9.9	1,133.04
26-912	C/O M&T BANK	09/28/2016	N		0.00
	BALTIMORE	09/28/2016	N	N	0.00
	MD 21264	09/28/2016	0.00	N	0
	<Emailing Stub Disabled>	09/28/2016	457K CONTRIBUTIONS&LC		0.00
					1,133.04
41999	VANTAGE POINT TRANSFER AGE	09/28/2016	BOFA	457K CONTRIBUTIONS&LOAN9.2	1,133.04
26-912	C/O M&T BANK	09/28/2016	N		0.00
	BALTIMORE	09/28/2016	N	N	0.00
	MD 21264	09/28/2016	0.00	N	0
	<Emailing Stub Disabled>	09/28/2016	457K CONTRIBUTIONS&LC		0.00
					1,133.04
				Vendor Total:	2,266.08

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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				
41990	WELLS FARGO LEASE PMTS	09/18/2016		BOFA	A#603-0029515-004 BUILDING DEI	102.21
23-201	PO BOX 10306	09/27/2016		N	SVC. 09.15.16-10.14.16	0.00
	DES MOINES	09/18/2016		N	N	0.00
	IA 50306-0306	09/18/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/18/2016	5003382004			102.21
41991	WELLS FARGO LEASE PMTS	09/21/2016		BOFA	A#603-0138128-000 PD COPIER	184.29
23-201	PO BOX 10306	09/27/2016		N	SVC 09/18/16-10/17/16	0.00
	DES MOINES	09/21/2016		N	N	0.00
	IA 50306-0306	09/21/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/21/2016	5003389893			184.29
Vendor Total:						286.80
41992	ZEE MEDICAL SERVICE	09/16/2016		BOFA	FIRST AID SUPPLIES	38.95
26-250	107 SO. BRYANT ST	09/27/2016		N		0.00
	OJAI	09/16/2016		N	N	0.00
	CA 93023	09/16/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/16/2016	34-212782			38.95
Vendor Total:						38.95
Grand Total:						39,074.94
Less Credit Memos:						-238.46
Net Total:						38,836.48
Less Hand Check Total:						0.00
Outstanding Invoice Total:						38,836.48
Total Invoices: 28						

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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				
42004	DIAMOND TECHNOLOGIES, INC	09/26/2016		BOFA	SERVER KVM PD & CH	3,766.52
28-397	P.O BOX 9007	09/29/2016		N		0.00
	BAKERSFIELD	09/26/2016		N	N	0.00
	CA 93389-9007	09/26/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/26/2016	17693			3,766.52
42005	DIAMOND TECHNOLOGIES, INC	09/26/2016		BOFA	WEBCAM-CITY COUNCIL CONF. F	378.27
28-397	P.O BOX 9007	09/29/2016		N		0.00
	BAKERSFIELD	09/26/2016		N	N	0.00
	CA 93389-9007	09/26/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/26/2016	17694			378.27
42006	DIAMOND TECHNOLOGIES, INC	09/27/2016		BOFA	UPGRADE PC'S COA	6,112.79
28-397	P.O BOX 9007	09/29/2016		N		0.00
	BAKERSFIELD	09/27/2016		N	N	0.00
	CA 93389-9007	09/27/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/27/2016	17695			6,112.79
Vendor Total:						10,257.58
42003	JONES, DAVID	09/29/2016		BOFA	LIVESCAN-KC DOJ	121.00
48-567		09/29/2016		N	MILEAGE REIMBURSEMENT	0.00
		09/29/2016		N	N	0.00
		09/29/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/29/2016	TRAVEL REIMBURSEMENT			121.00
Vendor Total:						121.00
42011	JTS TRUCKING REPAIR	09/29/2016		BOFA	MAINTENANCE FLEET#302	113.92
48-540	PO BOX 40970	09/29/2016		N		0.00
	BAKERSFIELD	09/29/2016		N	N	0.00
	CA 93384	09/29/2016	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/29/2016	187616			113.92
42012	JTS TRUCKING REPAIR	09/28/2016		BOFA	MAINTENANCE FLEET#305	113.92
48-540	PO BOX 40970	09/29/2016		N		0.00
	BAKERSFIELD	09/28/2016		N	N	0.00
	CA 93384	09/28/2016	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/28/2016	187610			113.92
42013	JTS TRUCKING REPAIR	09/28/2016		BOFA	MAINTENANCE FLEET#303	113.92
48-540	PO BOX 40970	09/29/2016		N		0.00
	BAKERSFIELD	09/28/2016		N	N	0.00
	CA 93384	09/28/2016	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/28/2016	187611			113.92
42014	JTS TRUCKING REPAIR	09/29/2016		BOFA	MAINTENANCE FLEET#320	113.92
48-540	PO BOX 40970	09/29/2016		N		0.00
	BAKERSFIELD	09/29/2016		N	N	0.00
	CA 93384	09/29/2016	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/28/2016	187612			113.92
42015	JTS TRUCKING REPAIR	09/28/2016		BOFA	MAINTENANCE FLEET#318	113.92
48-540	PO BOX 40970	09/29/2016		N		0.00
	BAKERSFIELD	09/28/2016		N	N	0.00
	CA 93384	09/28/2016	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/28/2016	187613			113.92

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Date: 09/29/2016

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 1	Gross Amount
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	PONumber		
			Req. No.		
			Disc. %		
			Invoice No.		
42016	JTS TRUCKING REPAIR	09/28/2016	BOFA	MAINTENANCE FLEET#319	113.92
48-540	PO BOX 40970	09/29/2016	N		0.00
	BAKESFIELD	09/28/2016	N	N	0.00
	CA 93384	09/28/2016	0.00	Y 0	0.00
	<Emailing Stub Disabled>	09/28/2016	187614		113.92
42017	JTS TRUCKING REPAIR	09/28/2016	BOFA	MAINTENANCE FLEET#317	113.92
48-540	PO BOX 40970	09/29/2016	N		0.00
	BAKESFIELD	09/28/2016	N	N	0.00
	CA 93384	09/28/2016	0.00	Y 0	0.00
	<Emailing Stub Disabled>	09/28/2016	187606		113.92
42018	JTS TRUCKING REPAIR	09/28/2016	BOFA	MAINTENANCE FLEET#316	113.92
48-540	PO BOX 40970	09/29/2016	N		0.00
	BAKESFIELD	09/28/2016	N	N	0.00
	CA 93384	09/28/2016	0.00	Y 0	0.00
	<Emailing Stub Disabled>	09/28/2016	187608		113.92
42019	JTS TRUCKING REPAIR	09/28/2016	BOFA	MAINTENANCE FLEET#315	113.92
48-540	PO BOX 40970	09/29/2016	N		0.00
	BAKESFIELD	09/28/2016	N	N	0.00
	CA 93384	09/28/2016	0.00	Y 0	0.00
	<Emailing Stub Disabled>	09/28/2016	187607		113.92
42020	JTS TRUCKING REPAIR	09/29/2016	BOFA	MAINTENANCE FLEET#301	113.92
48-540	PO BOX 40970	09/29/2016	N		0.00
	BAKESFIELD	09/29/2016	N	N	0.00
	CA 93384	09/29/2016	0.00	Y 0	0.00
	<Emailing Stub Disabled>	09/29/2016	187615		113.92
42021	JTS TRUCKING REPAIR	09/28/2016	BOFA	MAINTENANCE FLEET#304	113.92
48-540	PO BOX 40970	09/29/2016	N		0.00
	BAKESFIELD	09/28/2016	N	N	0.00
	CA 93384	09/28/2016	0.00	Y 0	0.00
	<Emailing Stub Disabled>	09/28/2016	187609		113.92
Vendor Total:					1,253.12
42009	O'REILLY AUTOMOTIVE, INC	09/28/2016	BOFA	BLUE DEF SUPPLIES-TRANSIT	162.75
28-249	PO BOX 9464	09/29/2016	N		0.00
	SPRINGFIELD	09/28/2016	N	N	0.00
	MO 65801-9464	09/28/2016	0.00	N 0	0.00
	<Emailing Stub Disabled>	09/28/2016	4451-246563		162.75
42010	O'REILLY AUTOMOTIVE, INC	09/29/2016	BOFA	CREDIT ON PRIOR PURCHASE	-6.64
28-249	PO BOX 9464	09/29/2016	N		0.00
	SPRINGFIELD	09/29/2016	N	N	0.00
	MO 65801-9464	09/29/2016	0.00	N 0	0.00
	<Emailing Stub Disabled>	09/29/2016	4451-246699		-6.64
Vendor Total:					156.11
42023	PG & E	09/23/2016	BOFA	SVC 08.24.16-9.22.16	123.21
16-004	BOX 997300	09/29/2016	N		0.00
	SACRAMENTO	09/23/2016	N	N	0.00
	CA 95899-7300	09/23/2016	0.00	N 0	0.00
	<Emailing Stub Disabled>	09/23/2016	A#7368140966-7	9.23.16	123.21

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Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 1	Gross Amount
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:	123.21
42007	PROVOST & PRITCHARD	09/29/2016		BOFA	SYCAMORE ROAD FLOOD REDU	
28-196	286 W.CROMWELL AVE	09/29/2016		N	SVC. AUGUST 2016	12,303.40
	FRESNO	09/29/2016		N		0.00
	CA 93711-6162	09/29/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/29/2016	59790			12,303.40
					Vendor Total:	16,850.24
42008	PROVOST & PRITCHARD	09/29/2016		BOFA	SYCAMORE ROAD FLOOD REDU	
28-196	286 W.CROMWELL AVE	09/29/2016		N	FINAL REPORT	4,546.84
	FRESNO	09/29/2016		N		0.00
	CA 93711-6162	09/29/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/29/2016	59783			4,546.84
					Vendor Total:	165,165.68
42022	VEOLIA WATER NA - MAINT-NOTE	09/23/2016		UNION	O&M COA WASTEWATER TREATM	
22-282	23654 NETWORK PLACE	09/29/2016		N	OCTOBER 2016	165,165.68
	CHICAGO	09/23/2016		N		0.00
	IL 60673	09/23/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/23/2016	60849			165,165.68
					Vendor Total:	193,933.58
					Grand Total:	193,933.58
					Less Credit Memos:	-6.64
					Net Total:	193,926.94
					Less Hand Check Total:	0.00
					Outstanding Invoice Total:	193,926.94

Total Invoices: 21

EARNINGS REPORT

PAYROLL 9/23/16

Emp. Code Desc.: CITY OF ARVIN
From 09/16/2016 to 09/29/20
City of Arvin

Date: 9/29/2016
Time: 12:26:19

Employee Name	Employee ID	15X	1X	1XFTO	25X	2X	ADJ	ADMLV	ALLOW	Other
		BERV	BNFT1	COMP	CTO	CTYWK	DEGRE	DIFFL	FH	Total
		FTO	HLPER	HOL	HP1X	INSUR	JURY	LONG	MILIT	
		MISC	PBD	PBD3	PBDCO	PERE	PERS	PHALW	POST	
		PTO	REG	RETOT	RETRO	SKCO	SEVR	SICK	SRO	
		STDBY	TRAIN	TUPGR	UACL	UAPEP	UNADV	URCL	URPEP	
		VAC	VACCO	VACTO	WRKCO	SHOEA	3X	ADLCO		
Grand Total:	Employee Count: 52	0.00	13,097.63	0.00	0.00	169.99	0.00	0.00	200.00	0.00
		0.00	588.54	0.00	938.30	0.00	276.91	208.95	0.00	131,441.54
		0.00	0.00	0.00	0.00	1,901.19	722.24	2,425.11	0.00	
		656.54	546.95	0.00	0.00	0.00	0.00	375.00	836.85	
		0.00	99,388.61	25.74	211.20	0.00	0.00	3,005.25	1,196.79	
		0.00	16.22	71.69	0.00	0.00	90.78	0.00	0.00	
		1,383.00	851.20	0.00	2,256.86	0.00	0.00	0.00		

COST REPORT

PAYROLL 9/23/16

Emp. Code Desc.: CITY OF ARVIN
From 09/16/2016 to 09/29/20
City of Arvin

Date: 9/29/2016
Time: 12:26:50

Employee Name	Employee ID	PER5E	FUTA	MC	MC1	PER1E	PER2E	PER2M	PER3E	Other
		PER5E	PER6E	PER9E	PERCP	PERS	PERS1	PERS2	PERS3	Total
		PER4	PERS5	PERS6	PERS8	PERS9	SS	SS1	SUTA	
		PER2D								
Grand Total:	Employee Count: 51	0.00	0.00	1,499.30	668.87	0.00	545.83	592.46	2,174.70	0.00
		207.60	0.00	0.00	511.18	0.00	0.00	1,262.58	3,826.75	24,126.11
		0.00	0.00	2,079.56	1,142.56	0.00	6,040.68	3,203.66	0.00	
		370.38								