



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

**TUESDAY NOVEMBER 01, 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

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**STAFF**

Alfonso Noyola

City Manager

Shannon L. Chaffin

City Attorney – Aleshire & Wynder

Robert Ruiz

Finance Director

Marti Brown

Community Development Director

Richard G. Breckinridge

Chief of Police

Robin Dickerson

City Engineer – Quad Knopf

Cecilia Vela

City Clerk

## **PUBLIC COMMENTS:**

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

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

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

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

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

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

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

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

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

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

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

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

## 1. Approval of Agenda as To Form.

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

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

## 2. PUBLIC COMMENTS

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

## 3. PRESENTATION(S)

A. Presentation of Proclamation Proclaiming November 7, 2016 – November 11, 2016 as Veteran's Week.

B. Swearing In of New Police Officer, Jacob Pelletier  
Cecilia Vela, City Clerk

## 4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of October 14, 2016 – October 27, 2016.

B. Approval of Payroll Register(s) of October 21, 2016.

C. Approval of the Minutes of the Regular Meeting of October 18, 2016 and Special Meeting of October 18, 2016 .

D. Approval of Special Event Application and Request from Arvin Chamber of Commerce for Assistance from the Arvin Maintenance & Infrastructure Dept. and Arvin Police Dept. for the Annual Christmas Parade to be held on Monday, Dec. 05, 2016; costs associated with City staff time to be absorbed by the City of Arvin.

E. Approval of A Resolution of the City Council of the City of Arvin Approving the Franchise Agreement for Waste Management Services Between the City of Arvin and Mountainside Disposal, Inc., A Waste Management Company .

F. Approval of A Resolution of the City Council of the City of Arvin Approving a Second Amendment to the Contract Services Agreement By and Between the City of Arvin, a Municipal Corporation and QK, Inc., For City Engineer Services.

G. Approval of Task Order No. 1625 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 Development of a Pavement Management Program .

- H. Approval of Task Order No. 1626 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 General Engineering .
- I. Approval of Task Order No. 1627 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 Plan Check Services for Engineering Designs of Development Projects .
- J. Approval of A Resolution of the City Council of the City of Arvin Authorizing An Event to Honor Arvin Veterans Who Have Served In The United States Armed Forces.
- K. Approval of A Resolution of the City Council of the City of Arvin Approving A Second Amendment to the Community Development Block Grant Agreement Between the City of Arvin and Kern County to Allow the Arvin Community Center to be Used For Programs and Services For Groups and Individuals of All Ages.

Staff recommends approval of Consent Agenda.

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

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

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

- A. Public Hearing to Consider Adoption of an Ordinance of the City Council of the City of Arvin, Amending Title 8 of the Arvin Municipal Code and Adopting Chapter 8.29 Pertaining to Marijuana . (Police Chief)

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

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

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

- B. Public Hearing to Consider Introduction of an Ordinance of the City Council of the City of Arvin Amending Portions of Title 15 of the Arvin Municipal Code to Adopt by Reference and As Amended Herein, Title 24 California Code of Regulations, Parts 1 through 12 and those State Agency adopted Appendices, Known as the California Building Standards Code; and the 1997 Uniform Code for the Abatement of Dangerous Buildings; and Related Modifications and Corrections . (Community Development Director)

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

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

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

## 6. ACTION ITEM(S)

- A. Consideration and Approval of A Resolution of the City Council of the City of Arvin to Approve Program Supplement Agreement No. 015-N1 to Administering Agency-State Agreement No. 06-5370R and an Approved Finance Letter for the Derby and Bear Mountain Signalization Project. (City Engineer)**

Staff recommends approval of the Resolution to Approve Program Supplement Agreement No. 015-N1 to Administering Agency-State Agreement No. 06-5370R and an Approved Finance Letter for the Derby and Bear Mountain Signalization Project.

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

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

## 7. STAFF REPORTS

## 8. COUNCIL MEMBER COMMENTS

## 9. CLOSED SESSION ITEM(S)

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code, § 54956.9(d)(2))**  
A closed session will be held because there is a significant exposure to litigation in one case.
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code, § 54956.9(d)(4))**  
A closed session will be held to discuss the initiation of litigation in one case.

## 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 October 27, 2016.



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



## PROCLAMATION VETERAN'S WEEK

NOVEMBER 7, 2016 – NOVEMBER 11, 2016

**WHEREAS**, OUR NATION WAS FOUNDED ON THE BELIEF THAT ALL CITIZENS ARE GUARANTEED THE INALIENABLE RIGHT OF LIFE, LIBERTY, AND THE PURSUIT OF HAPPINESS; AND

**WHEREAS**, THIS FREEDOM WE ENJOY AS AMERICANS DOES NOT COME WITHOUT A PRICE. IT IS GUARANTEED BY OUR NATION'S MILITARY VETERANS WHO HAVE SACRIFICED TO PRESERVE AND PROTECT IT AND OUR COUNTRY FROM ALL ENEMIES FOREIGN AND DOMESTIC; AND

**WHEREAS**, IN 1919, NOVEMBER 11<sup>TH</sup> WAS INITIALLY PROCLAIMED AS "ARMISTICE DAY" TO HONOR OUR COUNTRY'S WORLD WAR I VETERANS ON THE ONE-YEAR ANNIVERSARY OF THE SIGNING OF THE ARMISTICE WHICH BROUGHT AN END TO THAT WAR; AND

**WHEREAS**, IN 1954 PRESIDENT DWIGHT D. EISENHOWER SIGNED LEGISLATION WHICH PROCLAIMED EVERY NOVEMBER 11<sup>TH</sup> AS A DAY TO HONOR ALL VETERANS OF THE UNITED STATES ARMED FORCES AND TO PAY HOMAGE TO THE VETERANS OF ALL ITS WARS WHO HAVE CONTRIBUTED SO MUCH TO THE PRESERVATION OF THIS NATION; AND

**WHEREAS**, OUR NATION HAS FOUGHT AND CONTINUES TO FIGHT BATTLES AROUND THE WORLD. THE WORDS OF THAT FIRST PROCLAMATION STILL RING TRUE: "LET US SOLEMNLY REMEMBER THE SACRIFICES OF ALL THOSE WHO FOUGHT SO VALIANTLY, ON THE SEAS, IN THE AIR, AND ON FOREIGN SHORES, TO PRESERVE OUR HERITAGE OF FREEDOM, AND LET US RECONSECRATE OURSELVES TO THE TASK OF PROMOTING AN ENDURING PEACE SO THAT THEIR EFFORTS SHALL NOT HAVE BEEN IN VAIN"; AND

**WHEREAS**, WE REMEMBER WITH SOMBER AND GRATEFUL HEARTS THOSE MEN AND WOMEN WHO HAVE SERVED THE UNITED STATES OF AMERICA WITH DISTINCTION AND VALOR AS SAILORS, SOLDIERS, AIRMEN AND MARINES, AND OFFER OUR SINCERE PRAYERS FOR THOSE WHO CONTINUE TO DEFEND THE PRINCIPLES ON WHICH OUR NATION WAS FOUNDED; AND

**WHEREAS**, WE ARE PROUD TO RECOGNIZE OUR COUNTRY'S VETERANS AND EXTEND THE APPRECIATION OF OUR CITIZENS TO THOSE WHO WEAR THE UNIFORMS OF THE UNITED STATES ARMED FORCES AND SERVE ON THE FRONT LINE PRESERVING FREEDOM AND LIBERTY;

**NOW, THEREFORE**, WE, THE CITY COUNCIL OF THE CITY OF ARVIN, DO HEREBY PROCLAIM THE WEEK OF NOVEMBER 7, 2016 – NOVEMBER 11, 2016 AS "VETERAN'S WEEK" THROUGHOUT THE CITY OF ARVIN, CALIFORNIA AS WE ENCOURAGE ALL TO JOIN US IN THANKING ALL VETERANS FOR THEIR SACRIFICE AND SERVICE TO OUR COUNTRY. WE ASK THAT WE PRAY FOR THE SAFE RETURN OF SERVICE MEMBERS CURRENTLY SERVING ABROAD. WE ALSO ASK THAT WE REMEMBER THOSE WHO LOST THEIR LIVES ON THE BATTLEFIELD AND TO KEEP IN OUR THOUGHTS AND PRAYERS THOSE WHO REMAIN MISSING IN ACTION, AND TO NEVER REST UNTIL THEY COME HOME.

**IN WITNESS WHEREOF** WE HAVE HEREUNTO SET OUR HANDS AND CAUSED THE GREAT SEAL OF THE CITY OF ARVIN TO BE AFFIXED THIS 01<sup>ST</sup> DAY OF NOVEMBER 2016.

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JOSE FLORES, MAYOR

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ERIKA MADRIGAL, MAYOR PRO TEM

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JOSE GURROLA, COUNCILMEMBER

\_\_\_\_\_  
JESS ORTIZ, COUNCILMEMBER

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JAZMIN ROBLES, COUNCILMEMBER

**Edit List of Invoices - Detail**

DEMAND LIST 10.20.16

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Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PONumber Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
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		10/20/2016	REIMBURSEMENT 10.15.16			460.00
42168 48-553	ADOBE PLAZA REFUND <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016 10/20/2016		BOFA N Y N	DEPOSIT REFUND EVENT 9.24.16 RECEIPT#26804 N 0	160.00 0.00 0.00 <u>160.00</u>
		10/20/2016	REIMBURSEMENT EVENT			160.00
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42169 02-799	ARVIN LUMBER HARDWARE 416 BEAR MTN. BLVD. ARVIN CA 93203 <Emailing Stub Disabled>	10/13/2016 10/20/2016 10/13/2016 10/13/2016 10/13/2016		BOFA N N N	CLEANING SUPPLIES N N 0	94.82 0.00 0.00 <u>94.82</u>
		10/13/2016	26592			94.82
42170 02-799	ARVIN LUMBER HARDWARE 416 BEAR MTN. BLVD. ARVIN CA 93203 <Emailing Stub Disabled>	10/15/2016 10/20/2016 10/15/2016 10/15/2016 10/15/2016		BOFA N N N	SUPPLIES-VET'S HALL N N 0	116.90 0.00 0.00 <u>116.90</u>
		10/15/2016	26700			116.90
42171 02-799	ARVIN LUMBER HARDWARE 416 BEAR MTN. BLVD. ARVIN CA 93203 <Emailing Stub Disabled>	10/17/2016 10/20/2016 10/17/2016 10/17/2016 10/17/2016		BOFA N N N	PAINTING SUPPLIES-POLICE DEF N N 0	196.42 0.00 0.00 <u>196.42</u>
		10/17/2016	26741			196.42
					Vendor Total:	<u>408.14</u>
42172 26-909	AT&T P.O. BOX 9011 CAROL STREAM IL 60197 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016 10/20/2016		BOFA N N N	CALNET 3 A#9391056024 SVC. 09.13.16-10.12.16 N 0	683.79 0.00 0.00 <u>683.79</u>
		10/20/2016	000008724242			683.79
42173 26-909	AT&T P.O. BOX 9011 CAROL STREAM IL 60197 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016 10/20/2016		BOFA N N N	CALNET 3 A#9391033189 SVC. 09.13.16-10.12.16 N 0	360.50 0.00 0.00 <u>360.50</u>
		10/20/2016	000008722473			360.50
					Vendor Total:	<u>1,044.29</u>
42165 03-035	RYAN CALDERON <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016		BOFA N N N	TRAINING-TRAVEL EXP. 9.22-9.30 N N 0	129.33 0.00 0.00 <u>129.33</u>
		10/20/2016	TRAVEL EXPENSE 9.22.16-			129.33
					Vendor Total:	<u>129.33</u>

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Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
42162 03-388	CITY OF WASCO P.O. BOX 190 WASCO CA 93280 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016		BOFA N N N	COUNCILMEMBER ORTIZ, JESS ATTEND KCAC DINNER 10.24.16 N 0 KCAC MEETING 10.24.16	25.00 0.00 0.00 25.00
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42166 03-480	CLARK PEST CONTROL ACCOUNTING OFFICE BAKERSFIELD CA 93303 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016		BOFA N N N	PEST CONTROL - SENIOR CENTE SVC. OCT. 2016 N 0 A#01-01075484 10.19.16	100.00 0.00 0.00 100.00
42167 03-480	CLARK PEST CONTROL ACCOUNTING OFFICE BAKERSFIELD CA 93303 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016		BOFA N N N	PEST CONTROL-VET'S HALL SVC. OCT. 2016 N 0 A#01-01063519 10.19.16	80.00 0.00 0.00 80.00
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42176 27-067	COPOWER DEPT. 33824 SAN FRANCISCO CA 94139 <Emailing Stub Disabled>	10/10/2016 10/20/2016 10/10/2016 10/10/2016		BOFA N N N	CHIRO SVC. NOV. 2016 N N 0 613535	106.78 0.00 0.00 106.78
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42175 28-169	CORELOGIC INFORMATION P.O. BOX 847239 DALLAS TX 75284-7239 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016		BOFA N N N	METRO SCAN PROGRAM SVC SE N N 0 81734794	137.50 0.00 0.00 137.50
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42181 07-592	GOLDEN EMPIRE FLEET SERVICE P.O. BOX 2192 BAKERSFIELD CA 93303-2192 <Emailing Stub Disabled>	10/17/2016 10/20/2016 10/17/2016 10/17/2016		BOFA N N N	MAINTENANCE FLEET#207 N N 0 42373	633.33 0.00 0.00 633.33
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42177 07-710	GRAINGER DEPT 054 - 800594814 PALATINE IL 60038-0001 <Emailing Stub Disabled>	10/10/2016 10/20/2016 10/10/2016 10/10/2016		BOFA N N N	LAMPS-COA N N 0 9248175300	590.24 0.00 0.00 590.24
42178 07-710	GRAINGER DEPT 054 - 800594814 PALATINE IL 60038-0001 <Emailing Stub Disabled>	10/10/2016 10/20/2016 10/10/2016 10/10/2016		BOFA N N N	LAMPS-COA N N 0 9248199318	70.18 0.00 0.00 70.18

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42180 07-710	GRAINGER DEPT 054 - 800594814 PALATINE IL 60038-0001 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016 10/20/2016	  0.00 9247948343	BOFA N N N	RETURNED LAMPS-COA  N 0	  0.00  -358.82 <hr/> -358.82
Vendor Total:						41.76
42191 08-064	HALL LETTER SHOP, INC. 5200 ROSEDALE HWY. BAKERSFIELD CA 93308 <Emailing Stub Disabled>	09/30/2016 10/20/2016 09/30/2016 09/30/2016 09/30/2016	  0.00 12663	BOFA N N N	FLYERS FOR DOG VAC. CLINIC  N 0	  0.00  1,292.63 <hr/> 1,292.63
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42164 27-038	JOSEPH HUGGETT   <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016	  0.00 TRAVEL EXPENSE 09.19-9.	BOFA N N N	TRAINING -TRAVEL EXP.9.19-9.20  N 0	  0.00  192.39 <hr/> 192.39
Vendor Total:						192.39
42182 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD CA 93384 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016	  0.00 188558	BOFA N N Y	MAINTENANCE FLEET#302  N 0	  0.00  715.61 <hr/> 715.61
42183 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD CA 93384 <Emailing Stub Disabled>	09/30/2016 10/20/2016 09/30/2016 09/30/2016 09/30/2016	  0.00 187747	BOFA N N Y	MAINTENANCE FLEET#301  N 0	  0.00  140.00 <hr/> 140.00
42184 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD CA 93384 <Emailing Stub Disabled>	09/30/2016 10/20/2016 09/30/2016 09/30/2016 09/30/2016	  0.00 187746	BOFA N N Y	MAINTENANCE FLEET#316  N 0	  0.00  140.00 <hr/> 140.00
42185 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD CA 93384 <Emailing Stub Disabled>	10/10/2016 10/20/2016 10/10/2016 10/10/2016 10/10/2016	  0.00 188144	BOFA N N Y	MAINTENANCE FLEET#205  N 0	  0.00  444.96 <hr/> 444.96

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42187 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD CA 93384 <Emailing Stub Disabled>	10/17/2016 10/20/2016 10/17/2016 10/17/2016	0.00 188560	BOFA N N Y	MAINTENANCE FLEET#203 N N 0	1,115.79 0.00 0.00 <u>1,115.79</u>
42188 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD CA 93384 <Emailing Stub Disabled>	10/17/2016 10/20/2016 10/17/2016 10/17/2016	0.00 188559	BOFA N N Y	MAINTENANCE FLEET#205 N N 0	97.20 0.00 0.00 <u>97.20</u>
Vendor Total:						2,715.06
42190 28-058	KERN COUNTY FIRE DEPARTMENT 5642 VICTOR ST. BAKERSFIELD CA 93308 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016	0.00 17-000096	BOFA N N N	2ND QTR. FIRE PROTECTION FY 2016-17 N 0	132,815.75 0.00 0.00 <u>132,815.75</u>
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42189 48-520	KRYPTON PAVEMENT 6640 WIBLE ROAD BAKERSFIELD CA 93313 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016	0.00 236	BOFA N N N	DEMO FOUNTAIN CITY HALL N N 0	5,000.00 0.00 0.00 <u>5,000.00</u>
Vendor Total:						5,000.00
42193 28-024	MUNICIPAL CODE CORPORATION PO BOX 2235 TALLAHASSEE FL 32316 <Emailing Stub Disabled>	10/10/2016 10/20/2016 10/10/2016 10/10/2016	0.00 00276412	BOFA N N N	ARVIN MUNICODE ONLINE ANNUAL WEB HOSTING 2016-201 N 0	500.00 0.00 0.00 <u>500.00</u>
Vendor Total:						500.00
42194 28-249	O'REILLY AUTOMOTIVE, INC PO BOX 9464 SPRINGFIELD MO 65801-9464 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016	0.00 4451-250395	BOFA N N N	MAINTENANCE FLEET#302 N N 0	64.99 0.00 0.00 <u>64.99</u>
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42195 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/10/2016 10/20/2016 10/10/2016 10/10/2016	0.00 A#8831924329-6	BOFA N N N	SVC 09.09.16-10.09.16 N N 0	20.37 0.00 0.00 <u>20.37</u>

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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	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.		
42196	PG & E	10/10/2016	BOFA	SVC 09.09.16-10.09.16	197.80
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/10/2016	N	N	0.00
	CA 95899-7300	10/10/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/10/2016	A#4776920476-0	10.10.16	197.80
42197	PG & E	10/12/2016	BOFA	SVC 09.13.16-10.11.16	312.32
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95899-7300	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	A#542263272-6	10.12.16	312.32
42198	PG & E	10/12/2016	BOFA	SVC 09.13.16-10.11.16	9.52
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95899-7300	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	A#2402723819-5	10.12.16	9.52
42199	PG & E	10/12/2016	BOFA	SVC 09.13.16-10.11.16	146.06
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95899-7300	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	A#1673746179-4	10.12.16	146.06
42200	PG & E	10/12/2016	BOFA	SVC 09.13.16-10.11.16	9.70
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95899-7300	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	A#1840419093-8	10.12.16	9.70
42201	PG & E	10/12/2016	BOFA	SVC 09.13.16-10.11.16	9.52
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95899-7300	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	A#4923752229-4	10.12.16	9.52
42202	PG & E	10/12/2016	BOFA	SVC 09.13.16-10.11.16	403.34
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95899-7300	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	A#7235938816-1	10.12.16	403.34
42203	PG & E	10/12/2016	BOFA	SVC 09.13.16-10.11.16	9.54
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95899-7300	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	A#1215425391-3	10.12.16	9.54
42204	PG & E	10/12/2016	BOFA	SVC 09.13.16-10.11.16	92.36
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95899-7300	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	A#6747823013-8	10.12.16	92.36
42205	PG & E	10/12/2016	BOFA	SVC 09.13.16-10.11.16	154.65
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95899-7300	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	A#6358251136-4	10.12.16	154.65

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Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
42206	PG & E BOX 997300 SACRAMENTO	10/12/2016 10/20/2016 10/12/2016		BOFA N N	SVC 09.13.16-10.11.16 N	9.52 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/12/2016	0.00 A#2703896446-9	N 10.12.16	0	0.00 9.52
42207	PG & E BOX 997300 SACRAMENTO	10/20/2016 10/20/2016 10/20/2016		BOFA N N	SVC 09.13.16-10.11.16 N	426.15 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/20/2016 10/20/2016	0.00 A#2124436632-0	N 10.12.16	0	0.00 426.15
42208	PG & E BOX 997300 SACRAMENTO	10/12/2016 10/20/2016 10/12/2016		BOFA N N	SVC 09.13.16-10.11.16 N	112.61 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/12/2016	0.00 A#4601018108-2	N 10.12.16	0	0.00 112.61
42209	PG & E BOX 997300 SACRAMENTO	10/12/2016 10/20/2016 10/12/2016		BOFA N N	SVC 09.13.16-10.11.16 N	216.61 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/12/2016	0.00 A#9083999874-8	N 10.12.16	0	0.00 216.61
42210	PG & E BOX 997300 SACRAMENTO	10/12/2016 10/20/2016 10/12/2016		BOFA N N	SVC 09.13.16-10.11.16 N	147.52 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/12/2016	0.00 A#1486138762-0	N 10.12.16	0	0.00 147.52
42211	PG & E BOX 997300 SACRAMENTO	10/12/2016 10/20/2016 10/12/2016		BOFA N N	SVC 09.13.16-10.11.16 N	9.52 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/12/2016	0.00 A#1090419141-7	N 10.12.16	0	0.00 9.52
42212	PG & E BOX 997300 SACRAMENTO	10/12/2016 10/20/2016 10/12/2016		BOFA N N	SVC 09.13.16-10.11.16 N	2,975.77 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/12/2016	0.00 A#6632224172-1	N 10.12.16	0	0.00 2,975.77
42213	PG & E BOX 997300 SACRAMENTO	10/12/2016 10/20/2016 10/12/2016		BOFA N N	SVC 09.13.16-10.11.16 N	399.06 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/12/2016	0.00 A#9853233499-6	N 10.12.16	0	0.00 399.06
42214	PG & E BOX 997300 SACRAMENTO	10/12/2016 10/20/2016 10/12/2016		BOFA N N	SVC 09.13.16-10.11.16 N	83.45 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/12/2016	0.00 A#9132070691-3	N 10.12.16	0	0.00 83.45
42215	PG & E BOX 997300 SACRAMENTO	10/12/2016 10/20/2016 10/12/2016		BOFA N N	SVC 09.13.16-10.11.16 N	25.48 0.00
16-004	CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/12/2016	0.00 A#7132070819-2	N 10.12.16	0	0.00 25.48

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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	PONumber Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
42216 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/20/2016 10/12/2016 10/12/2016 10/12/2016		BOFA N N N	SVC 09.13.16-10.11.16 N 0 A#8517683481-1 10.12.16	109.73 0.00 0.00 <u>109.73</u>
42217 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/20/2016 10/12/2016 10/12/2016 10/12/2016		BOFA N N N	SVC 09.13.16-10.11.16 N 0 A#4569461468-1 10.12.16	9.52 0.00 0.00 <u>9.52</u>
42218 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/20/2016 10/12/2016 10/12/2016 10/12/2016		BOFA N N N	SVC 09.13.16-10.11.16 N 0 A#0048737939-8 10.12.16	145.71 0.00 0.00 <u>145.71</u>
42219 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/20/2016 10/12/2016 10/12/2016 10/12/2016		BOFA N N N	SVC 09.13.16-10.11.16 N 0 A#5242161718-5 10.12.16	75.11 0.00 0.00 <u>75.11</u>
42220 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/20/2016 10/12/2016 10/12/2016 10/12/2016		BOFA N N N	SVC 09.13.16-10.11.16 N 0 A#5673737579-2 10.12.16	9.53 0.00 0.00 <u>9.53</u>
42221 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/20/2016 10/20/2016 10/20/2016 10/20/2016 10/20/2016		BOFA N N N	SVC 09.13.16-10.11.16 N 0 A#5106956658-9 10.12.16	52.47 0.00 0.00 <u>52.47</u>
42222 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/12/2016 10/20/2016 10/12/2016 10/12/2016 10/12/2016		BOFA N N N	SVC 09.13.16-10.11.16 N 0 A#4157630593-6 10.12.16	39.75 0.00 0.00 <u>39.75</u>
42223 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/14/2016 10/20/2016 10/14/2016 10/14/2016 10/14/2016		BOFA N N N	SVC 09.16.16-10.14.16 N 0 A#6226711721-6 10.14.16	78.87 0.00 0.00 <u>78.87</u>
42224 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/14/2016 10/20/2016 10/14/2016 10/14/2016 10/14/2016		BOFA N N N	SVC 09.16.16-10.14.16 N 0 A#7149339108-1 10.14.16	4,488.28 0.00 0.00 <u>4,488.28</u>
42225 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	10/14/2016 10/20/2016 10/14/2016 10/14/2016 10/14/2016		BOFA N N N	SVC 09.16.16-10.14.16 N 0 A#3232674778-2 10.14.16	2,010.38 0.00 0.00 <u>2,010.38</u>

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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	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.		
42226	PG & E	10/14/2016	BOFA	SVC 09.16.16-10.14.16	168.43
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/14/2016	N	N	0.00
	CA 95899-7300	10/14/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/14/2016	A#3441010184-3	10.14.16	168.43
					<u>168.43</u>
42227	PG & E	10/20/2016	BOFA	SVC 09.16.16-10.14.16	229.44
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/20/2016	N	N	0.00
	CA 95899-7300	10/20/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/14/2016	A#4121972200-0	10.14.16	229.44
					<u>229.44</u>
42228	PG & E	10/14/2016	BOFA	SVC 09.16.16-10.14.16	153.95
16-004	BOX 997300	10/20/2016	N		0.00
	SACRAMENTO	10/14/2016	N	N	0.00
	CA 95899-7300	10/14/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/14/2016	A#4891617948-3	10.14.16	153.95
					<u>153.95</u>
					<u>13,342.04</u>
				Vendor Total:	
42192	PUBLIC WORKS COUNTY OF KEF	10/08/2016	BOFA	MUNI & STSW SVCS. SEPT. 2016	1,905.30
16-951	PO BOX 845590	10/20/2016	N		0.00
	LOS ANGELES	10/08/2016	N	N	0.00
	CA 90084-5590	10/08/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/08/2016	ACCT#01-ARV	10.08.16	1,905.30
					<u>1,905.30</u>
					<u>1,905.30</u>
				Vendor Total:	
42229	REED PRINT	10/12/2016	BOFA	NOTICE TO INTENT ADOPT	39.00
18-260	P.O. BOX 1600	10/20/2016	N	MITIGATED NEGATIVE DECLARA	0.00
	SHAFTER	10/12/2016	N	N	0.00
	CA 93263-1507	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	797	0	39.00
					<u>39.00</u>
					<u>39.00</u>
				Vendor Total:	
42230	REGIONAL GOVERNMENT SERVI	10/20/2016	BOFA	SVCS. FOR SEPTEMBER 2016	5,639.40
48-524	PO BOX 1350	10/20/2016	N		0.00
	CARMEL VALLEY	10/20/2016	N	N	0.00
	CA 93924	10/20/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/20/2016	6375	0	5,639.40
					<u>5,639.40</u>
					<u>5,639.40</u>
				Vendor Total:	
42174	STATE OF CALIFORNIA	10/12/2016	BOFA	SIGNALS & LIGHTING REPAIR	523.07
48-495	ATTN: CAHIERING OFFICE	10/20/2016	N	JULY-SEPTEMBER 2016	0.00
	SACRAMENTO	10/12/2016	N	N	0.00
	CA 95816-8019	10/12/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/12/2016	SL170188	0	523.07
					<u>523.07</u>
					<u>523.07</u>
				Vendor Total:	
42231	TOYOTA FINANCIAL SERVICES	10/14/2016	BOFA	LEASE PAYMENT 10.14.16	256.04
28-217	PO BOX 5855	10/20/2016	N		0.00
	CAROL STREAM	10/14/2016	N	N	0.00
	IL 60197-5855	10/14/2016	0.00	N	0.00
	<Emailing Stub Disabled>	10/14/2016	A# 002 6595452	10.14.16	256.04
					<u>256.04</u>

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
					Vendor Total:	256.04
42163	YVETTE PACHECO	10/20/2016		BOFA	REFUND OVERPAYMENT DISPOS	25.00
48-584		10/20/2016		N	REMOVAL OF DOG	0.00
		10/20/2016		N	N	0.00
		10/20/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/20/2016	REIMBURSEMENT RECEIF			25.00
					Vendor Total:	25.00
					Grand Total:	168,255.46
					Less Credit Memos:	-618.66
					Net Total:	167,636.80
					Less Hand Check Total:	0.00
					Outstanding Invoice Total:	167,636.80
Total Invoices: 71						

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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.		
42269	ARVIN LUMBER HARDWARE	10/21/2016	BOFA	PIPE REPAIR-DIGIORGIO PARK	36.26
02-799	416 BEAR MTN. BLVD.	10/25/2016	N	PARTS - SWEEPER REPAIR	0.00
	ARVIN	10/21/2016	N	N	0.00
	CA 93203	10/21/2016	N	0	0.00
	<Emailing Stub Disabled>	10/21/2016	26935		36.26
42274	ARVIN LUMBER HARDWARE	10/24/2016	BOFA	REPAIR-DIGIORGIO PARK	13.17
02-799	416 BEAR MTN. BLVD.	10/25/2016	N		0.00
	ARVIN	10/24/2016	N	N	0.00
	CA 93203	10/24/2016	N	0	0.00
	<Emailing Stub Disabled>	10/24/2016	27049		13.17
42275	ARVIN LUMBER HARDWARE	10/25/2016	BOFA	CITY YARD, PARKS & MAINTENAN	103.55
02-799	416 BEAR MTN. BLVD.	10/25/2016	N		0.00
	ARVIN	10/25/2016	N	N	0.00
	CA 93203	10/25/2016	N	0	0.00
	<Emailing Stub Disabled>	10/25/2016	27059		103.55
42276	ARVIN LUMBER HARDWARE	10/25/2016	BOFA	DRILL BITS - M&I DEPT.	9.01
02-799	416 BEAR MTN. BLVD.	10/25/2016	N		0.00
	ARVIN	10/25/2016	N	N	0.00
	CA 93203	10/25/2016	N	0	0.00
	<Emailing Stub Disabled>	10/25/2016	27083		9.01
				Vendor Total:	161.99
42270	ARVIN POLICE OFFICERS	10/25/2016	BOFA	UNION DUES 09.23.16 & 10.07.16	600.00
01-725		10/25/2016	N		0.00
		10/25/2016	N	N	0.00
		10/25/2016	N	0	0.00
	<Emailing Stub Disabled>	10/25/2016	PD UNION DUES 9.23.16-11		600.00
				Vendor Total:	600.00
42313	BAKERSFIELD CALIFORNIAN 1A	08/31/2016	BOFA	LEGAL NOTICES PUBLISHED AUC	5,671.76
02-011	P.O. BOX 440	10/25/2016	N		0.00
	BAKERSFIELD	08/31/2016	N	N	0.00
	CA 93302	08/31/2016	N	0	0.00
	<Emailing Stub Disabled>	08/31/2016	2658907		5,671.76
				Vendor Total:	5,671.76
42271	BLUE SHIELD OF CALIFORNIA	10/25/2016	BOFA	MEDICAL INSURANCE NOV. 2016	14,530.20
02-490	PO BOX 749415	10/25/2016	N	A#W00784231000	0.00
	LOS ANGELES	10/25/2016	N	N	0.00
	CA 90074-9415	10/25/2016	N	0	0.00
	<Emailing Stub Disabled>	10/25/2016	162880040971		14,530.20
				Vendor Total:	14,530.20
42327	CALIFORNIA POLICE CHIEFS	10/26/2016	BOFA	SERGEANT PATRICIA STEWART	210.00
03-029	P.O. BOX 255745	10/25/2016	N	TRAINING SYMPOSIUM11/2-11/4/1	0.00
	SACRAMENTO	10/26/2016	N	N	0.00
	CA 95865-5745	10/26/2016	N	0	0.00
	<Emailing Stub Disabled>	10/26/2016	WOMEN LEADERS IN LAW		210.00
				Vendor Total:	210.00

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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.		
42272	CENTRAL CALIF. ASSOC. PUBLIC	10/25/2016	BOFA	UNION DUES 10.07.16	
11-150	SEIU LOCAL 521	10/25/2016	N		641.55
	SAN JOSE	10/25/2016	N	N	0.00
	CA 95131	10/25/2016	0.00	N	0
	<Emailing Stub Disabled>	10/25/2016		CITY OF ARVIN UNION DUES	0.00
					<u>641.55</u>
42273	CENTRAL CALIF. ASSOC. PUBLIC	10/25/2016	BOFA	UNION DUES 10.21.16	
11-150	SEIU LOCAL 521	10/25/2016	N		696.60
	SAN JOSE	10/25/2016	N	N	0.00
	CA 95131	10/25/2016	0.00	N	0
	<Emailing Stub Disabled>	10/25/2016		CITY OF ARVIN UNION DUES	0.00
					<u>696.60</u>
				Vendor Total:	<u>1,338.15</u>
42277	CENTRAL VALLEY OCCUP.	10/03/2016	BOFA	EXAM-POLICE DEPT.	
27-033	4100 TRUXTUN AVE. STE.200	10/25/2016	N		252.00
	BAKERSFIELD	10/03/2016	N	N	0.00
	CA 93309	10/03/2016	0.00	N	0
	<Emailing Stub Disabled>	10/03/2016		5753-6	0.00
					<u>252.00</u>
42323	CENTRAL VALLEY OCCUP.	10/26/2016	BOFA	MEDICAL EXAM-POLICE DEPT.	
27-033	4100 TRUXTUN AVE. STE.200	10/25/2016	N		267.00
	BAKERSFIELD	10/26/2016	N	N	0.00
	CA 93309	10/26/2016	0.00	N	0
	<Emailing Stub Disabled>	10/26/2016		00085157-00	0.00
					<u>267.00</u>
				Vendor Total:	<u>519.00</u>
42278	CLEAN CUT LANDSCAPE MANAG	07/31/2016	BOFA	LANDSCAPE MAINTENANCE	
48-477	8406 N. ARMSTRONG AVE	10/25/2016	N	LLMD#1 IRRIGATION SVC. 07/16	200.00
	CLOVIS	07/31/2016	N	N	0.00
	CA 93619	07/31/2016	0.00	N	0
	<Emailing Stub Disabled>	07/31/2016		303R	0.00
					<u>200.00</u>
42279	CLEAN CUT LANDSCAPE MANAG	09/30/2016	BOFA	LANDSCAPE MAINTENANCE	
48-477	8406 N. ARMSTRONG AVE	10/25/2016	N	LLMD#1 SVC. SEPT. 2016	3,027.00
	CLOVIS	09/30/2016	N	N	0.00
	CA 93619	09/30/2016	0.00	N	0
	<Emailing Stub Disabled>	09/30/2016		420	0.00
					<u>3,027.00</u>
42280	CLEAN CUT LANDSCAPE MANAG	09/30/2016	BOFA	LANDSCAPE MAINTENANCE	
48-477	8406 N. ARMSTRONG AVE	10/25/2016	N	LLMD#2 EXTRA WORK SEPT. 2016	983.75
	CLOVIS	09/30/2016	N	N	0.00
	CA 93619	09/30/2016	0.00	N	0
	<Emailing Stub Disabled>	09/30/2016		421	0.00
					<u>983.75</u>
42281	CLEAN CUT LANDSCAPE MANAG	09/30/2016	BOFA	LANDSCAPE MAINTENANCE	
48-477	8406 N. ARMSTRONG AVE	10/25/2016	N	LLMD#2 SVC. SEPT. 2016	550.00
	CLOVIS	09/30/2016	N	N	0.00
	CA 93619	09/30/2016	0.00	N	0
	<Emailing Stub Disabled>	09/30/2016		422	0.00
					<u>550.00</u>
42322	CLEAN CUT LANDSCAPE MANAG	10/26/2016	BOFA	LLMD#1 LANDSCAPE MAINTENANCE	
48-477	8406 N. ARMSTRONG AVE	10/25/2016	N	SVC. SEPT. 2016	2,500.00
	CLOVIS	10/26/2016	N	N	0.00
	CA 93619	10/26/2016	0.00	N	0
	<Emailing Stub Disabled>	10/26/2016		407	0.00
					<u>2,500.00</u>

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	
<b>Vendor Total:</b>						<b>7,260.75</b>
42321	CONEXIS PO BOX 8363 PASADENA	10/26/2016 10/25/2016 10/26/2016		BOFA N N	COBRA SVC. SEPTEMBER 2016 ID#CXT 39927	79.52 0.00
48-505	CA 91109-8363 <Emailing Stub Disabled>	10/26/2016 10/26/2016	0.00 0916-TR39927	N	0	0.00 <u>79.52</u>
<b>Vendor Total:</b>						<b>79.52</b>
42284	DEPARTMENT OF JUSTICE P.O. BOX 944255 SACRAMENTO	08/05/2016 10/25/2016 08/05/2016		BOFA N N	FINGERPRINTING SVC. JULY 2016	113.00 0.00
04-258	CA 94244-2550 <Emailing Stub Disabled>	08/05/2016 08/05/2016	0.00 178691	N	0	0.00 <u>113.00</u>
42285	DEPARTMENT OF JUSTICE P.O. BOX 944255 SACRAMENTO	09/06/2016 10/25/2016 09/06/2016		BOFA N N	FINGERPRINTING SVC. AUG. 2016	114.00 0.00
04-258	CA 94244-2550 <Emailing Stub Disabled>	09/06/2016 09/06/2016	0.00 184169	N	0	0.00 <u>114.00</u>
42286	DEPARTMENT OF JUSTICE P.O. BOX 944255 SACRAMENTO	10/05/2016 10/25/2016 10/05/2016		BOFA N N	FINGERPRINTING SVC. SEPT. 2016	275.00 0.00
04-258	CA 94244-2550 <Emailing Stub Disabled>	10/05/2016 10/05/2016	0.00 190122	N	0	0.00 <u>275.00</u>
<b>Vendor Total:</b>						<b>502.00</b>
42282	DIAMOND TECHNOLOGIES, INC P.O BOX 9007 BAKERSFIELD	10/17/2016 10/25/2016 10/17/2016		BOFA N N	PTMISEA-FENCE	63,091.36 0.00
28-397	CA 93389-9007 <Emailing Stub Disabled>	10/17/2016 10/17/2016	0.00 17898	N	0	0.00 <u>63,091.36</u>
42283	DIAMOND TECHNOLOGIES, INC P.O BOX 9007 BAKERSFIELD	10/24/2016 10/25/2016 10/24/2016		BOFA N N	SUPPLIES- IT SUPPORT	965.77 0.00
28-397	CA 93389-9007 <Emailing Stub Disabled>	10/24/2016 10/24/2016	0.00 17914	N	0	0.00 <u>965.77</u>
<b>Vendor Total:</b>						<b>64,057.13</b>
42289	FEDEX P.O. BOX 7221 PASADENA	10/25/2016 10/25/2016 10/25/2016		BOFA N N	FEDEX SVC. SEPT. 2016	294.38 0.00
06-012	CA 91109-7321 <Emailing Stub Disabled>	10/25/2016 10/25/2016	0.00	N	0	0.00 <u>294.38</u>
<b>Vendor Total:</b>						<b>294.38</b>
42290	FIDELITY NATIONAL TITLE 1300 DOVE STREET, STE 310 NEWPORT	10/25/2016 10/25/2016 10/25/2016		BOFA N N	TITLE SEARCH FEES #23088575 PRELIMINARY TITLE REPORT	750.00 0.00
06-348	CA 92660 <Emailing Stub Disabled>	10/25/2016 10/25/2016	0.00 00021125	N	0	0.00 <u>750.00</u>

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Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
					Vendor Total:	750.00
42287 07-044	GALLS, LLC P.O BOX 71628 CHICAGO IL 60694-1628 <Emailing Stub Disabled>	10/05/2016 10/25/2016 10/05/2016 10/05/2016	0.00 5287671	BOFA N N N	SAFETY EQUIPMENT- POLICE DE N 0	291.95 0.00 0.00 <u>291.95</u>
42324 07-044	GALLS, LLC P.O BOX 71628 CHICAGO IL 60694-1628 <Emailing Stub Disabled>	10/26/2016 10/25/2016 10/26/2016 10/26/2016	0.00 006191600	BOFA N N N	SAFETY EQUIPMENT-POLICE DEI N N 0	44.59 0.00 0.00 <u>44.59</u>
					Vendor Total:	336.54
42288 07-790	GUARDIAN P.O. BOX 677458 DALLAS TX 75267-7458 <Emailing Stub Disabled>	10/25/2016 10/25/2016 10/25/2016 10/25/2016	0.00 GROUP ID 00 473727 10/20	BOFA N N N	BUNDLE INSURANCE NOV. 2016 N N 0	6,068.79 0.00 0.00 <u>6,068.79</u>
					Vendor Total:	6,068.79
42291 26-950	JAS PACIFIC P.O BOX 2002 UPLAND CA 91786 <Emailing Stub Disabled>	10/05/2016 10/25/2016 10/05/2016 10/05/2016	0.00 PC4682	BOFA N N N	PLAN CHECKS SVC. SEPT. 2016 N N 0	1,397.50 0.00 0.00 <u>1,397.50</u>
42292 26-950	JAS PACIFIC P.O BOX 2002 UPLAND CA 91786 <Emailing Stub Disabled>	10/25/2016 10/25/2016 10/25/2016 10/25/2016	0.00 B112308	BOFA N N N	BUILDING INSPECTOR SVC. SEP N N 0	5,062.50 0.00 0.00 <u>5,062.50</u>
					Vendor Total:	6,460.00
42293 28-267	KERN COUNTY ANIMAL SERVICE 3951 FRUITVALE AVE BAKERSFIELD CA 93308 <Emailing Stub Disabled>	10/25/2016 10/25/2016 10/25/2016 10/25/2016	0.00 R16-015256	BOFA N N N	SVCS. JULY-SEP. 2016 N N 0	19,370.00 0.00 0.00 <u>19,370.00</u>
					Vendor Total:	19,370.00
42294 28-442	KERN TODAY 2708 BRUNDAGE LANE BAKERSFIELD CA 93304 <Emailing Stub Disabled>	10/25/2016 10/25/2016 10/25/2016 10/25/2016	0.00 1125	BOFA N N Y	BANNER-COA N N 0	63.96 0.00 0.00 <u>63.96</u>
					Vendor Total:	63.96

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
42295 11-800	KERN TURF SUPPLY 7000 MEANY AVE BAKERSFIELD CA 93308 <Emailing Stub Disabled>	10/25/2016 10/25/2016 10/25/2016 10/25/2016	0.00 377763	BOFA N N N	TOOLS TO EXTRACT WATER- TO REPAIR IRRIGATION LEAKS 0	246.85 0.00 0.00 246.85
Vendor Total:						246.85
42325 28-388	MARY VALENTI, PH.D 1522 18TH STREET, SUITE 300 BAKERSFIELD CA 93301 <Emailing Stub Disabled>	10/26/2016 10/25/2016 10/26/2016 10/26/2016	0.00 10.20.16 SERVICES	BOFA N N Y	PSYCHOLOGICAL SCREENING-PI N 0	400.00 0.00 0.00 400.00
Vendor Total:						400.00
42296 13-585	MOUNTAINSIDE DISPOSAL 8665 SO. UNION AVE BAKERSFIELD CA 93307 <Emailing Stub Disabled>	10/10/2016 10/25/2016 10/10/2016 10/10/2016	0.00 439114	BOFA N N N	LANDFILL/ROLL-OFF DUMP FEES SVC. SEP. 2016 0	605.87 0.00 0.00 605.87
Vendor Total:						605.87
42298 16-075	PACIFIC TIRE #18 190 C. STREET ARVIN CA 93203 <Emailing Stub Disabled>	10/25/2016 10/25/2016 10/25/2016 10/25/2016	0.00 16345	BOFA N N Y	TIRE MAINTENANCE FLEET#271 N N 0	12.17 0.00 0.00 12.17
Vendor Total:						12.17
42300 28-196	PROVOST & PRITCHARD 286 W.CROMWELL AVE FRESNO CA 93711-6162 <Emailing Stub Disabled>	10/25/2016 10/25/2016 10/25/2016 10/25/2016	0.00 60092	BOFA N N N	SYCAMORE ROAD FLOOD REDU SVC. SEPT. 2016 0	10,529.82 0.00 0.00 10,529.82
Vendor Total:						10,529.82
42299 16-391	PURCHASE POWER P.O. BOX 371874 PITTSBURGH PA 15250-2648 <Emailing Stub Disabled>	10/25/2016 10/25/2016 10/25/2016 10/25/2016	0.00 8000-9000-0054-0157 10.03	BOFA N N N	METER REFILL SVC. OCT. 2016 N 0	500.00 0.00 0.00 500.00
Vendor Total:						500.00
42326 19-330	SERGIO'S AUTO BODY & PAINT 801 1/2 BEAR MT. BLVD ARVIN CA 93203 <Emailing Stub Disabled>	10/25/2016 10/25/2016 10/25/2016 10/25/2016	0.00 165	BOFA N N Y	MAINTENANCE FLEET#252 N N 0	5,201.80 0.00 0.00 5,201.80
Vendor Total:						5,201.80

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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.		
42301	STAPLES BUSINESS ADVANTAGE	10/15/2016	BOFA	OFFICE SUPPLIES-COMM.DEV.DI	-70.51
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/15/2016	N	N	0.00
	IL 60696-3689	10/15/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/15/2016	3318337059		-70.51
42302	STAPLES BUSINESS ADVANTAGE	10/08/2016	BOFA	OFFICE SUPPLIES-COMM.DEV.DI	18.43
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/08/2016	N	N	0.00
	IL 60696-3689	10/08/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/08/2016	3317751639		18.43
42303	STAPLES BUSINESS ADVANTAGE	10/25/2016	BOFA	OFFICE SUPPLIES-COMM.DEV.DI	17.46
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/25/2016	N	N	0.00
	IL 60696-3689	10/25/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/25/2016	3317751640		17.46
42304	STAPLES BUSINESS ADVANTAGE	10/08/2016	BOFA	OFFICE SUPPLIES-COMM.DEV.DI	108.49
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/08/2016	N	N	0.00
	IL 60696-3689	10/08/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/08/2016	3317751647		108.49
42305	STAPLES BUSINESS ADVANTAGE	10/15/2016	BOFA	OFFICE SUPPLIES-COMM.DEV.DI	57.88
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/15/2016	N	N	0.00
	IL 60696-3689	10/15/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/15/2016	3318337061		57.88
42306	STAPLES BUSINESS ADVANTAGE	10/15/2016	BOFA	OFFICE SUPPLIES-COMM.DEV.DI	23.76
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/15/2016	N	N	0.00
	IL 60696-3689	10/15/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/15/2016	3318337062		23.76
42307	STAPLES BUSINESS ADVANTAGE	10/08/2016	BOFA	OFFICE SUPPLIES-COMM.DEV.DI	13.83
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/08/2016	N	N	0.00
	IL 60696-3689	10/08/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/08/2016	3317751646		13.83
42308	STAPLES BUSINESS ADVANTAGE	10/08/2016	BOFA	OFFICE SUPPLIES-CITY HALL	63.83
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/08/2016	N	N	0.00
	IL 60696-3689	10/08/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/08/2016	3317751643		63.83
42309	STAPLES BUSINESS ADVANTAGE	10/08/2016	BOFA	OFFICE SUPPLIES-CITY HALL	6.58
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/08/2016	N	N	0.00
	IL 60696-3689	10/08/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/08/2016	3317751644		6.58
42310	STAPLES BUSINESS ADVANTAGE	10/08/2016	BOFA	OFFICE SUPPLIES-CITY HALL	19.17
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/08/2016	N	N	0.00
	IL 60696-3689	10/08/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/08/2016	3317751645		19.17

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
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	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
42311	STAPLES BUSINESS ADVANTAGE	10/08/2016	BOFA	OFFICE SUPPLIES-HR DEPT.	131.14
19-812	DEPT. LA 1368	10/25/2016	N		0.00
	CHICAGO	10/08/2016	N	N	0.00
	IL 60696-3689	10/08/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/08/2016	3317751642		131.14
Vendor Total:					390.06
42312	STATE OF CALIFORNIA DEPARTM	10/25/2016	BOFA	DIR/CAL-OSHA	12,270.00
48-526	7718 MEANY AVE	10/25/2016	N	APPEAL#2016-R4D7-2799 / 2800	0.00
	BAKERSFIELD	10/25/2016	N	N	0.00
	CA 93308	10/25/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/25/2016	INSPECTION(IMIS)NO. 1111		12,270.00
Vendor Total:					12,270.00
42328	PATRICIA STEWART	10/26/2016	BOFA	ANNUAL WOMEN LEADERS IN LA	260.00
19-832		10/25/2016	N	ENFORCEMENT TRAIING SYMPO	0.00
		10/26/2016	N	N	0.00
		10/26/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/26/2016	PERDIEM NOV. 2-4, 2016		260.00
Vendor Total:					260.00
42297	U.S. HEALTHWORKS MEDICAL	10/14/2016	BOFA	RANDOM TESTING- TRANSIT DEF	116.00
21-003	P.O. BOX 50042	10/25/2016	N		0.00
	LOS ANGELES	10/14/2016	N	N	0.00
	CA 90074	10/14/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/14/2016	3005099-CA		116.00
Vendor Total:					116.00
42314	UNION VALLEY BENEFITS	10/25/2016	BOFA	AFLAC SVC 10.07.16	55.98
28-120	1001 17TH ST. SUITE A	10/25/2016	N		0.00
	BAKERSFIELD	10/25/2016	N	N	0.00
	CA 93301	10/25/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/25/2016	10.07.16 AFLAC		55.98
42315	UNION VALLEY BENEFITS	10/25/2016	BOFA	AFLAC SVC. 10.21.16	55.98
28-120	1001 17TH ST. SUITE A	10/25/2016	N		0.00
	BAKERSFIELD	10/25/2016	N	N	0.00
	CA 93301	10/25/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/25/2016	10.21.16 AFLAC		55.98
Vendor Total:					111.96
42316	VANTAGE POINT TRANSFER AGE	10/26/2016	BOFA	457K CONTRIBUTIONS&LOANS 11	1,234.13
26-912	C/O M&T BANK	10/25/2016	N		0.00
	BALTIMORE	10/26/2016	N	N	0.00
	MD 21264	10/26/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/26/2016	457K CONTRIBUTIONS&LC		1,234.13
42317	VANTAGE POINT TRANSFER AGE	10/26/2016	BOFA	457K CONTRIBUTIONS&LOANS 11	1,234.13
26-912	C/O M&T BANK	10/25/2016	N		0.00
	BALTIMORE	10/26/2016	N	N	0.00
	MD 21264	10/26/2016	0.00	0	0.00
	<Emailing Stub Disabled>	10/26/2016	457K CONTRIBUTIONS&LC		1,234.13

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	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
					Vendor Total:	2,468.26
42318	VERIZON WIRELESS 609123961-110/26/2016	10/25/2016		BOFA	A#609123961-00001 PD CELLHON	417.40
22-290	P.O. BOX 660108	10/26/2016		N	SVC. JUL 26-AUG 25, 2016	0.00
	DALLAS	10/26/2016		N	N	0.00
	TX 75266-0109	10/26/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/25/2016	9770996246			417.40
					Vendor Total:	417.40
42319	VERIZON WIRELESS 609123961-310/26/2016	10/25/2016		BOFA	A#609123961-00003 PD-AIR CARC	646.17
22-289	P.O. BOX 4005	10/26/2016		N	SVC. JUL 26-AUG 25, 2016	0.00
	ACWORTH	10/26/2016		N	N	0.00
	GA 30101-9006	10/26/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/25/2016	9770996247			646.17
					Vendor Total:	646.17
42320	WELLS FARGO LEASE PMTS	10/26/2016		BOFA	A#603-0029515-004 POLICE DEPT	102.21
23-201	PO BOX 10306	10/25/2016		N	SVC. 10.15.16-11.14.16	0.00
	DES MOINES	10/26/2016		N	N	0.00
	IA 50306-0306	10/26/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/26/2016	5003457635			102.21
					Vendor Total:	102.21
					Grand Total:	162,623.25
					Less Credit Memos:	-70.51
					Net Total:	162,552.74
					Less Hand Check Total:	0.00
					Outstanding Invoice Total:	162,552.74
Total Invoices: 60						

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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				
42339	ABM ONSITE SERVICES-WEST, #10/27/2016	10/27/2016		BOFA	OVERPAYMENT BUSINESS LICEN	50.00
48-601	4830 RIVERSIDE PARKWAY STE. 10/27/2016	10/27/2016		N		0.00
	WEST SACRAMENTO 10/27/2016	10/27/2016	0.00	N	N	0.00
	CA 95605 10/27/2016	10/27/2016		N	0	0.00
	<Emailing Stub Disabled> 10/27/2016	10/27/2016	REFUND RECEIPT#27635			50.00
Vendor Total:						50.00
42333	ACC BUSINESS 10/27/2016	10/27/2016		BOFA	INTERNET ACCESS A#1205939	1,079.80
48-486	P.O. BOX 105306 10/27/2016	10/27/2016		N	SVC. 09/11/16-10/10/16	0.00
	ATLANTA 10/27/2016	10/27/2016	0.00	N	N	0.00
	GA 30348-5036 10/27/2016	10/27/2016	162851889	N	0	0.00
	<Emailing Stub Disabled> 10/27/2016	10/27/2016				1,079.80
Vendor Total:						1,079.80
42334	ARVIN LUMBER HARDWARE 10/27/2016	10/27/2016		BOFA	MATERIALS FOR M&I DEPT.	65.33
02-799	416 BEAR MTN. BLVD. 10/27/2016	10/27/2016		N		0.00
	ARVIN 10/27/2016	10/27/2016	0.00	N	N	0.00
	CA 93203 10/27/2016	10/27/2016	27159	N	0	0.00
	<Emailing Stub Disabled> 10/27/2016	10/27/2016				65.33
Vendor Total:						65.33
42337	BATTER UP CREPES WAFFLES 10/27/2016	10/27/2016		BOFA	BUSINESS LICENSE REIMBURSE	26.00
48-600	889 S DERBY 10/27/2016	10/27/2016		N		0.00
	ARVIN 10/27/2016	10/27/2016	0.00	N	N	0.00
	CA 93203 10/27/2016	10/27/2016	2015 BL REFUND RECEIPT	N	0	0.00
	<Emailing Stub Disabled> 10/27/2016	10/27/2016				26.00
Vendor Total:						26.00
42332	GENERAL OFFICE 10/27/2016	10/27/2016		BOFA	MAINTENANCE CONTRACT	1,670.90
07-250	P.O BOX 2486 10/27/2016	10/27/2016		N	12/01/2016-11/30/2017	0.00
	BAKERSFIELD 10/27/2016	10/27/2016	0.00	N	N	0.00
	CA 93303 10/27/2016	10/27/2016	10802	N	0	0.00
	<Emailing Stub Disabled> 10/27/2016	10/27/2016				1,670.90
Vendor Total:						1,670.90
42335	GENERAL TREE SERVICES 10/27/2016	10/27/2016		BOFA	PALM TREE REMOVAL 525 WALKI	1,100.00
28-018	4811 KIMBER AVE. 10/27/2016	10/27/2016		N		0.00
	BAKERSFIELD 10/27/2016	10/27/2016	0.00	N	N	0.00
	CA 93307 10/27/2016	10/27/2016	47908	Y	0	0.00
	<Emailing Stub Disabled> 10/27/2016	10/27/2016				1,100.00
Vendor Total:						1,100.00
42341	ICMA 10/27/2016	10/27/2016		BOFA	ICMA MEMBERSHIP RENEWAL	1,150.20
09-200	PO BOX 79403 10/27/2016	10/27/2016		N	CITY MANAGER	0.00
	BALTIMORE 10/27/2016	10/27/2016	0.00	N	N	0.00
	MD 21279-0403 10/27/2016	10/27/2016	ID#412974 2017	N	0	0.00
	<Emailing Stub Disabled> 10/27/2016	10/27/2016				1,150.20
Vendor Total:						1,150.20

**Edit List of Invoices - Detail**

DEMAND LIST 10.27.16

Date: 10/27/2016

Time: 12:34 pm

Page 2

City of Arvin

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				
42336	INDEPENDENT FIRE & SAFETY	10/27/2016		BOFA	FIRE SPRINKLERS REPLACED-AI	1,296.00
09-560	P.O. BOX 22723	10/27/2016		N		0.00
	BAKERSFIELD	10/27/2016		N	N	0.00
	CA 93390	10/27/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/27/2016	3063			1,296.00
					Vendor Total:	1,296.00
42338	PARAMOUNT PEST SERVICES	10/27/2016		BOFA	OVERPAYMENT BUSINESS LICEN	49.00
28-271	5250 N. CORNELIA	10/27/2016		N		0.00
	FRESNO	10/27/2016		N	N	0.00
	CA 93722	10/27/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/27/2016	BL REFUND RECEIPT #276			49.00
					Vendor Total:	49.00
42331	PG & E	10/27/2016		BOFA	SVC. 09.23.16-10.20.16	108.37
16-004	BOX 997300	10/27/2016		N		0.00
	SACRAMENTO	10/27/2016		N	N	0.00
	CA 95899-7300	10/27/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/27/2016	A#7368140966-7 10.21.16			108.37
					Vendor Total:	108.37
42340	VEOLIA WATER NA - MAINT-NOTE	10/27/2016		UNION	O&M COA WASTEWATER TREATM	150,922.12
22-282	23654 NETWORK PLACE	10/27/2016		N	NOVEMBER 2016	0.00
	CHICAGO	10/27/2016		N	N	0.00
	IL 60673	10/27/2016	0.00	N	0	0.00
	<Emailing Stub Disabled>	10/27/2016	00061673			150,922.12
					Vendor Total:	150,922.12

Grand Total: 157,517.72

Less Credit Memos: 0.00

Net Total: 157,517.72

Less Hand Check Total: 0.00

Outstanding Invoice Total: 157,517.72

Total Invoices: 11

**Edit List of Invoices - Detail w/GL**

DEMAND LIST 10.27.16

Date: 10/27/2016

Time: 9:24 am

Page 1

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
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.		
	FRESNO POLICE DEPARTMENT	10/27/2016	BOFA	PERISHABLE SKILLS NOV. 1-3	
	6375 W. CENTRAL AVE	10/27/2016	N	SGT. MARTINEZ, JERRY	341.00
12330	FRESNO	10/27/2016	N	N	0.00
18-375	CA 93706	10/27/2016	0.00	N 0	0.00
	<Emailing Stub Disabled>	10/27/2016	PERISHABLE SKILLS CLAS		341.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5021	TRAINING		341.00	0.00
Distribution Total			341.00	0.00

Vendor Total: 341.00

	JERRY MARTINEZ	10/27/2016	BOFA	PERISHABLE SKILLS NOV 1-3	
		10/27/2016	N	FPD REGIONAL TRAINING CENTE	260.00
12329		10/27/2016	N	N	0.00
16-946		10/27/2016	0.00	N 0	0.00
	<Emailing Stub Disabled>	10/27/2016	PERDIEM NOV. 1-3, 2016		260.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5021	TRAINING		260.00	0.00
Distribution Total			260.00	0.00

Vendor Total: 260.00

Grand Total: 601.00

Less Credit Memos: 0.00

Net Total: 601.00

Less Hand Check Total: 0.00

Outstanding Invoice Total: 601.00

Total Invoices: 2

**Recap by Fund**

Fund #	Fund Name	Amount To Pay	Amount To Relieve
100	GENERAL FUND	601.00	0.00
<b>Grand Total:</b>		<b>601.00</b>	<b>0.00</b>

## EARNINGS REPORT

PAYROLL OF 10/21/16

Emp. Code Desc.: CITY OF ARVIN  
 From 10/14/2016 to 10/27/20  
 City of Arvin

Date: 10/27/2016  
 Time: 12:35:38

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	PBD3	PERE	PERS	PHALW	POST	
		PTO	REG	RETOT	RETRO	SCKCO	SEVR	SICK	SRO	
		STDBY	TRAIN	TUPGR	UACL	UAPEP	UNADV	URCL	URPEP	
		VAC	VACCO	VACTO	WRKCO	SHOEA	3X	ADLCO		
<b>Grand Total:</b>	<b>Employee Count: 57</b>	0.00	12,865.55	0.00	0.00	45.74	0.00	0.00	200.00	0.00
		383.04	627.05	0.00	924.19	0.00	276.91	291.38	0.00	136,771.61
		113.08	0.00	0.00	0.00	2,026.19	0.00	2,461.11	0.00	
		342.31	797.69	81.00	0.00	0.00	0.00	375.00	836.85	
		0.00	100,371.43	13.44	44.80	0.00	0.00	2,237.80	1,430.31	
		0.00	0.00	52.54	0.00	700.00	90.78	0.00	0.00	
		2,067.66	1,874.00	0.00	2,256.86	220.00	0.00	2,764.90		

## COST REPORT

PAYROLL OF 10/21/16

Emp. Code Desc.: CITY OF ARVIN  
 From 10/14/2016 to 10/27/20  
 City of Arvin

Date: 10/27/2016  
 Time: 12:36:00

Employee Name	Employee ID	FUTA	MC	MC1	PER1E	PER2E	PER2M	PER3E	Other	
		PER5E	PER6E	PER9E	PERCP	PERS	PERS1	PERS2	Total	
		PERS4	PERS5	PERS6	PERS8	PERS9	SS	SS1		
		PER2D						SUTA		
<b>Grand Total:</b>	<b>Employee Count: 56</b>	0.00	0.00	1,659.29	508.22	0.00	536.23	608.52	1,981.10	0.00
		205.24	0.00	0.00	511.18	0.00	0.00	1,242.08	3,485.93	23,487.29
		0.00	0.00	2,166.93	1,318.26	0.00	6,396.96	2,472.60	0.00	
		394.75								

**REGULAR MEETING MINUTES**

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

**OCTOBER 18, 2016**

**CALL TO ORDER @ 6:00PM**

**ELECTION OF TEMPORARY PRESIDING OFFICER**

Nominations to elect a temporary presiding officer to serve and preside over the meeting until the arrival of the Mayor.

**CM Robles nominates CM Gurrola**

**CM Gurrola nominates CM Gurrola   Vote 3-0 (voice)**

**CM Gurrola elected as the temporary presiding officer to serve and preside over the meeting until the arrival of the Mayor.**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL: MPT Madrigal absent; all others present. Mayor Flores arrived late during Presentation Item 3A at 6:07pm.**

**DRAFT**

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

**Motion to approve Agenda.**

Motion CM Ortiz                      Second CM Robles                      Vote 3-0

**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. Presentation of Local Youth Programs**

Barry Hill, Executive Director – Boys & Girls Club

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

**A. Approval of Demand Register(s) of September 30, 2016 – October 13, 2016.**

**B. Approval of Payroll Register(s) of October 07, 2016.**

- C. Approval of the Minutes of the Regular Meeting of October 04, 2016.
- D. Approval of Special Event Application and Request from St. Thomas Church for Assistance from the Arvin Maintenance & Infrastructure Dept. and Arvin Police Dept. for the Annual Our Lady of Guadalupe Procession to be held on Sunday, Dec. 11, 2016; costs associated with City staff time to be absorbed by the City of Arvin.
- E. Approval of a Lease Agreement Between the City of Arvin and the Rural Community Assistance Corporation for 141 North A Street, Suite M and Finding of a Class 1 Categorical Exemption.

**Agreement No. 2016-35**

- F. Approval of A Resolution of the City Council of the City of Arvin Authorizing Submittal of an Application for a Caltrans Sustainable Transportation Planning Grant to Develop a 'Complete Streets' and Safe Routes to School Plan for the City of Arvin and Authorizing the City Manager, or His Designee, to Execute All Related Grant Documents and Agreements in the Name of the City of Arvin.

**Resolution No. 2016-71**

Staff recommends approval of Consent Agenda.

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

Motion CM Ortiz                      Second CM Gurrola                      Vote 4-0

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

- A. Public Hearing to Consider Introduction of an Ordinance of the City Council of the City of Arvin, Amending Title 8 of the Arvin Municipal Code and Adopting Chapter 8.29 Pertaining to Marijuana. (City Manager)

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

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to waive first reading of the Ordinance and approve introduction of the Ordinance.**

Motion CM Ortiz                      Second Mayor Flores                      Vote 4-0

**6. ACTION ITEM(S)**

- A.** Consideration and Approval of A Resolution of the City Council of the City of Arvin Authorizing a One-Time Reduction in Traffic Impact Fees for Country Sweet Produce as to Three Structures and Directing Staff Review the Traffic Impact Fees for Commercial and Industrial Uses to Address Variation in Rates for Seasonal Uses and Rates for Trips Generated by Trucks Versus Passenger Vehicles. (City Engineer)

Staff recommends approval of the Resolution.

**Motion to approve the Resolution.**

Motion Mayor Flores

Second CM Ortiz

Vote 4-0

Resolution No. 2016-72

**7. DISCUSSION ITEM(S)**

- A.** Discussion and Preliminary Direction Pertaining to Updating the City's Oil and Gas Production Ordinance (CM Gurrola)

**8. STAFF REPORTS**

**9. COUNCIL MEMBER COMMENTS**

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

- A.** CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Pursuant to Government Code, § 54956.9(b))

A closed session will be held because there is a significant exposure to litigation in 1 case.

**CLOSED SESSION REPORT BY CITY ATTORNEY**

**No reportable action.**

**11. ADJOURNED @ 8:10PM**

Respectfully submitted,

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

**SPECIAL MEETING MINUTES**

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

**OCTOBER 18, 2016**

**CALL TO ORDER @ 6:53PM**

**Special Meeting was called to order at 6:53pm and ran concurrently with the Regular Meeting already in session. Present: MPT Madrigal absent; all others present.**

**1. 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**

**2. 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)**

**CLOSED SESSION REPORT BY CITY ATTORNEY:**

**No reportable action.**

**3. ADJOURNED @ 8:10PM**

Respectfully submitted,

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



**CITY OF ARVIN  
Agenda Report**

**Meeting Date: November 1, 2016**

<b>TO:</b>	Arvin City Council
<b>FROM:</b>	Jerry Breckinridge, Chief of Police Alfonso Noyola, City Manager
<b>SUBJECT:</b>	<b>Approval of Special Event Permit for Arvin Chamber of Commerce Annual Christmas Parade and Request for Assistance from the Arvin Public Works Department and Arvin Police Department.</b>

**BACKGROUND:**

The Arvin Chamber of Commerce has submitted a Special Event Permit for their annual Christmas parade. Along with its permit, the Arvin Chamber of Commerce has requested assistance from the City of Arvin for Public Works and Police services.

The parade is scheduled for December 5, 2016 and will begin at 7:00 pm. The Chamber has requested an alternate date of December 8, 2016 if the event encounters bad weather on December 5. Setup for this event will begin at 5 pm and the event is expected to conclude at 9 pm. The parade route is as follows: Begin at the intersection of Campus Drive and Varsity Road, Campus Drive to Bear Mountain Boulevard, Bear Mountain Boulevard to Derby Road, and terminate on Derby Road north of Bear Mountain Boulevard.

The Arvin Police Department will be providing traffic control in order to keep the route safe for participants and will also maintain crowd control at key intersections to prevent unsafe crossing of the street.

In order to staff this event properly, 11 police personnel will be required to participate; this will result in the use of approximately 44 hours of overtime. Two to three Public Works personnel will be needed for the set-up and removal of barricades and cones.

**FISCAL IMPACT:**

Police Personnel	\$1,200.00 – \$1,300.00
Public Works Personnel	\$300.00 – \$400.00

If approved, these costs-in-full for City staff time will be absorbed by the City of Arvin.

**RECOMMENDATION:**

Staff recommends approval of this Special Event Application with the stipulation that the Arvin Chamber of Commerce obtain the required Encroachment Permit from CalTrans. Staff also recommends authorization to utilize City resources for this event.

CITY OF ARVIN  
200 Campus Drive  
Arvin, CA 93203

Phone: (661) 854-3134 – Fax: (661) 854-0817

**SPECIAL EVENT PERMIT APPLICATION**

ONLY COMPLETED APPLICATIONS WILL BE ACCEPTED

**EVENT INFORMATION**

<input type="checkbox"/> Concert Performance	<input type="checkbox"/> Festival	<input type="checkbox"/> Fundraiser
<input type="checkbox"/> Live Music	<input checked="" type="checkbox"/> Parade/Processions	<input type="checkbox"/> Race/Walk
<input type="checkbox"/> Tournament	<input type="checkbox"/> Other _____	

Event Title: CHRISTMAS PARADE EVENT DATE: Dec 5, 2016  
Estimated Attendance Per Day: 5000 Participants: 5000 Spectators: 5000  
Admission Fee? (No) Yes – Describe \_\_\_\_\_  
Actual Event Hours: 2 HS Set Up/Assembly: 5pm Date: 12/5 Start Time: 7:00pm SHARP  
Break Down/Dismantle 9pm Date: 12/5 Completion Time: 10pm  
Location Address (exact address): SR 223 CAMPUS → DERBY  
Total Number of Consecutive Days: 1 EVENING Site Plan Attached: Yes (No) (Circle) NOT NEEDED  
List any streets that require closure for this event: S/R 223 & CAMPUS DR.

**APPLICANT & SPONSORING ORGANIZATION INFORMATION**

Commercial	Non-Commercial
Host sponsoring organization(s): <u>ARVIN CHAMBER OF COMMERCE</u> Contact Person: <u>Randy Thompson</u>	
Address: <u>PO BOX 645</u>	City: _____ Zip: _____
Phone: _____	Fax: _____ email: _____

Please list name, address, phone and email of any professional organizer of event planner hired by you to produce this event:

Name: DNA Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

If professional event organizer is applying for this permit, a letter from the Chief Officer of the organization which authorized the organizer to apply for this permit is required.

Responsible person "onsite" day of event: MONIQUE RODRIGUEZ Cell Phone: \_\_\_\_\_  
CORP PRESIDENT

Person listed above MUST be in attendance for the duration of the event and immediately available to City officials.

\* ALTERNATE RAIN DATE THURS DEC 8, 2016  
2pm

APPLICANT MUST COMPLETE ALL THREE PAGES OF THIS DOCUMENT

**EVENT INFORMATION**

Phone number for public event information: Randy Thompson

Describe parking arrangements in detail for event: \_\_\_\_\_ Is plan attached? Yes  No  (circle)

Is this event open to the public: No  Yes  - Describe \_\_\_\_\_

Traffic safety equipment required: No  Yes  - Describe BARACADES ON CROSS STREET

Provide a detailed traffic plan for road closures: Is plan attached:  Yes  No (circle)

Describe entertainment & related activities (if not, please explain)

X NO VENDORS ALLOWED

Will food be Served Sold  No  If yes - Contact person \_\_\_\_\_ Phone: \_\_\_\_\_

Will food be prepared at event Yes  No

Will there be a N/A Drawing \_\_\_\_\_

Will there be sound amplification? No  Yes - Indoors  Yes  - Outdoors

Hours and type of use: PA SYSTEM FOR ANNOUNCER

Describe sound equipment: PORTABLE PA SYSTEM

Amplified sound requires an onsite contact person - Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Will there be canopies or tents:  No  Yes - Size and Number \_\_\_\_\_

Date installed: N/A Date Removed: N/A Name of Supplier: \_\_\_\_\_

Will booths, bleachers, stages or structures be erected?  No  Yes - Describe \_\_\_\_\_

Will signs or banners be used?  No  Yes - Describe \_\_\_\_\_

Will there be generators, vehicles, boats or other equipment? No  Yes  - Describe Boats

Will there be commercial filming of this event?  No  Yes - Describe \_\_\_\_\_

Any other commercial aspects? N/A

Additional information N/A

APPLICANT MUST COMPLETE ALL THREE PAGES OF THIS DOCUMENT

I, THE UNDERSIGNED, ACKNOWLEDGE AND UNDERSTAND THAT I AM RESPONSIBLE TO COMPLY WITH THE INFORMATION, RESTRICTIONS AND CONDITIONS OF THE PERMIT WHEN ISSUED. I HEREBY ACKNOWLEDGE RESPONSIBILITY FOR PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH THE PERMIT CONDITIONS, WHETHER OR NOT I AM PRESENT AT THE TIME OF THE VIOLATION.  
RT (INITIALS)

I hereby certify the foregoing statements to be true and correct, and agree to defend, indemnify and hold harmless the City of Arvin, its City Council, officers, agents, employees and volunteers from and against any and all loss, claims, damages, liability, such claim or suit arising from or in any manner connected to the request activity. I also agree, if approved, to comply with all permit conditions, and understand that failure to comply with any condition or any violation of law may result in the immediate cancellation of the event, denial of future events, and/or criminal prosecution. For events held at City parks, the park is provide on an "as is" basis, and the City of Arvin is not responsible for any costs associated with the event. I agree that I am responsible for returning the park in its condition when first reserved. I also agree that I am responsible for payment to the City of Arvin for any damage to any and all City property including but not limited to fences, roads, trails, trees, sprinklers, or utilities that occurs due to my event.

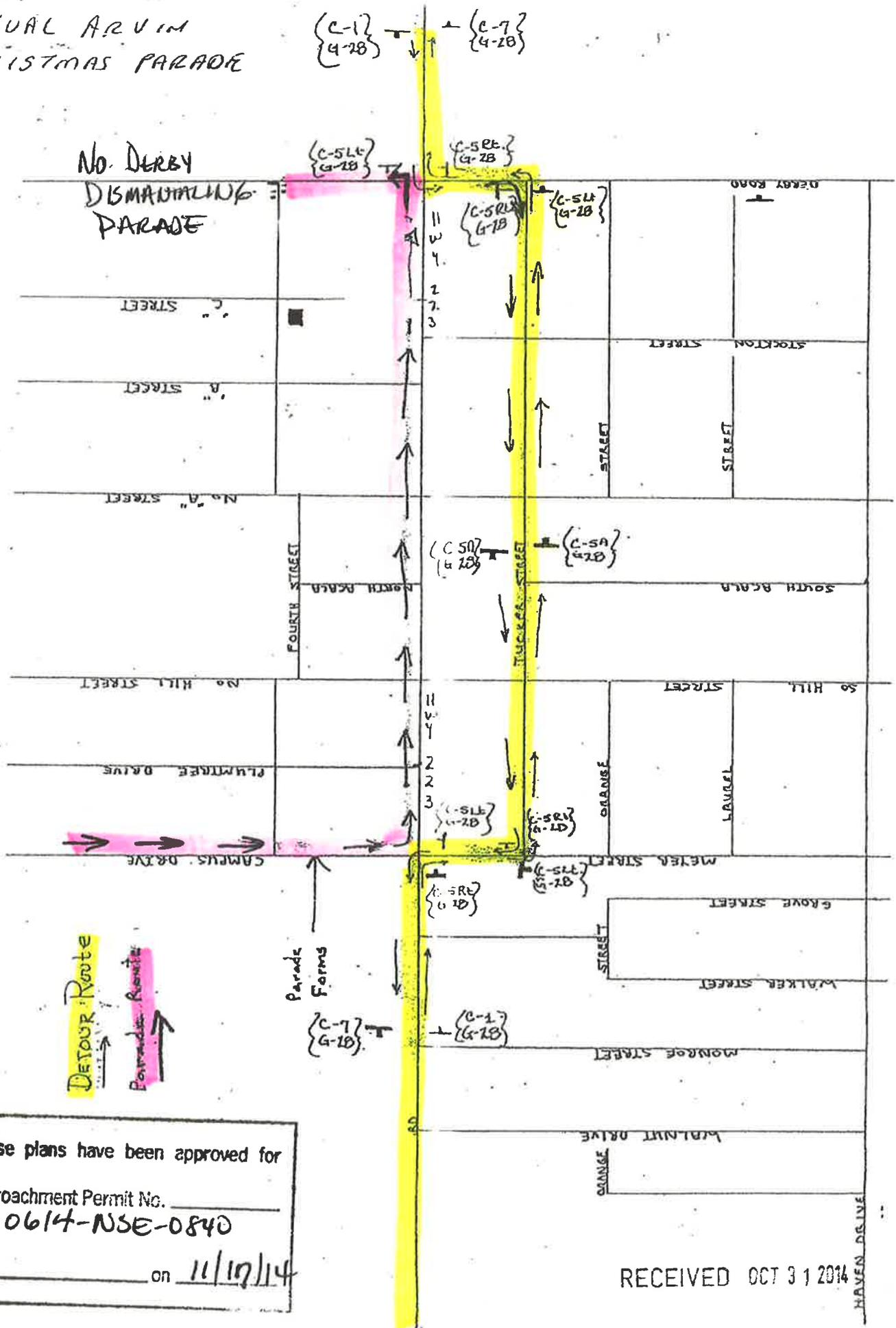
Failure to comply with permit conditions can result in revocation of the permit, administrative citation(s), fines and denial of future permit applications.

Print Your Name: Randy Thompson Signature: Randy Thompson Date: 10/2/14

Attachments received: Insurance Cert & Endorsement Page Plot Plan (indoor)

<b>For City Use Only</b>		
<b>PLANNING DEPARTMENT:</b>	Approved: _____	Denied: _____
_____ Signature of Department Official	_____ Print Name	_____ Date
<b>POLICE DEPARTMENT:</b>	Approved: _____	Denied: _____
_____ Signature of Department Official	_____ Print Name	_____ Date
<b>OFFICE OF THE CITY CLERK:</b>	Approved: _____	Denied: _____
_____ Signature of City Clerk	_____ Print Name	_____ Date

ANNUAL ARVIM  
CHRISTMAS PARADE



↑ **Detour Route**  
↑ **Parade Route**

Parade Forms

These plans have been approved for  
 Encroachment Permit No. 0614-NSE-0840  
 by \_\_\_\_\_ on 11/19/14

RECEIVED OCT 31 2014

HAVEN DRIVE



## CITY OF ARVIN

### Agenda Report

**Meeting Date: November 1, 2016**

<b>TO:</b>	City Council
<b>FROM:</b>	Alfonso Noyola, City Manager
<b>SUBJECT:</b>	<b>Consideration and Approval of A Resolution Approving The Franchise Agreement For Waste Management Services Between The City Of Arvin And Mountainside Disposal, Inc., A Waste Management Company</b>

#### **Background:**

This item is before the Council for approval of a Exclusive Franchise Agreement with Mountainside Disposal, Inc.

In March, 2006, the City and Mountainside entered into an exclusive franchise agreement for the provision of handling solid waste and other materials. The current agreement is due to expire on October 31, 2016. The proposed Agreement has been updated to reflect new changes in law, etc., but essentially continues hauling services under the same terms and conditions as the existing Agreement. The effective date of the proposed Agreement is November 1, 2016, with an initial term of 10 years. The City has an option for up to two five-year extensions. Approval of the Agreement will not change the current refuse rates, although it does establish a process for setting future rates in a manner similar to the current agreement.

#### **Recommendation:**

1. Consider and adopt the Resolution Approving The Franchise Agreement For Waste Management Services Between The City Of Arvin And Mountainside Disposal, Inc., A Waste Management Company.

#### **Fiscal Impact:**

There would be no additional fiscal impact above that currently in effect.

Attachment: A Resolution Of The City Council Of The City Of Arvin Approving The Franchise Agreement For Waste Management Services Between The City Of Arvin And Mountainside Disposal, Inc., A Waste Management Company (with proposed Agreement)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING THE FRANCHISE AGREEMENT FOR WASTE MANAGEMENT SERVICES BETWEEN THE CITY OF ARVIN AND MOUNTAINSIDE DISPOSAL, INC., A WASTE MANAGEMENT COMPANY**

**WHEREAS**, In March of 2006, the City of Arvin and Mountainside Disposal, Inc. entered into a certain agreement entitled "Exclusive Franchise Agreement Between The City Of Arvin And Mountainside Disposal, Inc.", also identified by the City of Arvin as Agreement #2006-006, for the provision of solid waste handling and services detailed in that agreement; and

**WHEREAS**, Effective June 21, 2016, the City of Arvin and Mountainside Disposal, Inc. ("Mountainside"), extended Agreement #2006-006 by Amendment until August 31, 2016, to allow for the continued provision of solid waste services by Mountainside consistent with the terms and conditions of Agreement #2006-006 in effect immediately prior to when Agreement #2006-006 would normally expire; and

**WHEREAS**, Effective September 1, 2016, the City of Arvin and Mountainside Disposal, Inc., further extended Agreement #2006-006 by a Second Amendment until October 31, 2016, to allow for the continued provision of solid waste services by Mountainside consistent with the terms and conditions of Agreement #2006-006 in effect immediately prior to when the First Amendment would expire; and

**WHEREAS**, the City of Arvin desires to enter into the Exclusive Franchise Agreement (attached hereto as Exhibit "A"), effective November 1, 2016, by and between the City of Arvin, a political subdivision of the State of California, and Mountainside Disposal, Inc., a California "S" corporation, having its principal place of business at 8665 South Union Avenue Bakersfield, California, and

**WHEREAS**, after review and consideration, the City Council determines that the public interest is served by approving the Exclusive Franchise Agreement.

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

Section 1. The foregoing recitals are true and correct and are incorporated by reference.

Section 2. The City Council hereby approves the Exclusive Franchise Agreement, City of Arvin - Mountainside Disposal (Ten Year Term, with Two Five-Year Options), attached as Exhibit "A", and authorizes the Mayor or City Manager to execute the same on behalf of the City subject to approval as to form by the City Attorney.

Section 3. The Agreement shall be entered into effective November 1, 2016.

Section 4. The City Council finds that the Agreement serves a public purpose and is in the best interest and welfare of the City of Arvin and its residents.

Section 5. This resolution shall be effective upon 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 01<sup>st</sup> day of November, 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

**Exhibit A:** Exclusive Franchise Agreement, City of Arvin - Mountainside Disposal (Ten Year Term, with Two Five-Year Options)

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**

**EXCLUSIVE FRANCHISE AGREEMENT  
City of Arvin - Mountainside Disposal  
(Ten Year Term, with Two Five-Year Options)**

**AGREEMENT NO. \_\_\_\_\_**

**EXCLUSIVE FRANCHISE AGREEMENT  
(Ten Years, with Two Five -Year Options)**

**Between**

**THE CITY OF ARVIN**

**And**

**MOUNTAINSIDE DISPOSAL, INC.**



**November 1, 2016**

**AGREEMENT NO. \_\_\_\_\_**

**EXCLUSIVE FRANCHISE AGREEMENT  
City of Arvin – Mountainside Disposal  
(Ten Year Term, with Two Five-Year Options)**

This Exclusive Franchise Agreement (the "Agreement") is entered into effective November 1, 2016, by and between the City of Arvin, a political subdivision of the State of California (hereinafter, the "City"), and Mountainside Disposal, Inc., a California "S" corporation, having its principal place of business at 8665 South Union Avenue Bakersfield, California (hereinafter, the "Contractor") (together, the "Parties").

**RECITALS**

WHEREAS, The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") declares that a city may determine all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees and the nature, location and extent of providing solid waste handling services; and

WHEREAS, the Legislature of the State of California, by enactment of the SB 1016 (2012) established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, SB 1016 authorizes and requires local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, AB 341 (2011) requires commercial entities disposing of refuse at a certain level to have a recycling and/or composting program in place; and

WHEREAS, AB 341 authorizes and requires local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, AB 1826 (2014) requires commercial entities disposing of organics at a certain level to have an organics recycling and/or composting program in place; and

WHEREAS, AB 1826 authorizes and requires local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, Section 40059 of the State Public Resources Code provides that the City may determine aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees and nature, location and extent of providing solid waste handling services and whether the services are to be provided by means of partially exclusive or wholly exclusive Agreement, contract, license, permit or otherwise, either with or without competitive bidding;

WHEREAS, the City is obligated to protect the public health and safety of the residents of the City and arrangements by waste haulers for the collection of Solid Waste should be made in a manner consistent with the protection of public health and safety; and

WHEREAS, the City and the Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including SB 1016 and the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. 9601 *et seq.*, and

WHEREAS, the City is granting Contractor an exclusive franchise to provide the services detailed herein, and has arranged with residents and other entities in the City for the collection, safe transport and disposal of Recyclable Materials and Solid Wastes which may inadvertently contain hazardous substances; and

WHEREAS, the City Council of the City of Arvin determines and finds that the public interest, health, safety and well being would be served if the Contractor continues to perform these services for Single-Unit Dwelling, Multiple-Family Dwelling and Non-Residential service Customers; and

WHEREAS, in accordance with Section 40059 of the State Public Resources Code, the City Council is empowered to enter into agreements with any person or corporation and to prescribe the terms and conditions of such agreements; and

WHEREAS, the Parties entered into an Exclusive Franchise Agreement (Agreement No. 2006-006) dated March 28, 2006, for the provision of solid waste handling and services within the City of Arvin; and

WHEREAS, said Exclusive Franchise Agreement was amended effective March 24, 2009, by "Amendment Number 1 to Exclusive Franchise Agreement" (Agreement No. 2009-10) whereby Contractor's performance bond was set in an amount of at least \$10,000; and

WHEREAS, said Exclusive Franchise Agreement was amended effective June 21, 2016, by "First Amendment to the Agreement" to extend the Agreement until August 31, 2016, to allow for continued waste services while the Parties worked towards a future agreement.

WHEREAS, said Exclusive Franchise Agreement was amended effective September 1, 2016 by "Second Amendment to the Agreement" to extend the Agreement until October 31, 2016, to allow for continued waste services while the Parties worked towards a future agreement; and

WHEREAS, the Contractor has faithfully provided services pursuant to the Exclusive Franchise Agreement as amended; and

WHEREAS, the Parties desire to enter into this Agreement, under the terms and conditions herein, to ensure the uninterrupted continuance of the exclusive provision of refuse services.

NOW THEREFORE, in consideration of the respective and mutual covenants and promises herein, and subject to all the terms and conditions hereof, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS; INTERPRETATION**

**SECTION 1.1. DEFINITIONS.**

In this Agreement:

"AB 939" refers to the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 et seq. and regulations promulgated thereunder, as amended from time, to time.

"AB 1826" refers to the "Commercial Organics recycling Bill" voted into law by the California Legislature in 2014. This bill requires commercial generators disposing of a defined level refuse and/or organics to have an organics recycling and/or composting program in place.

"Affiliate" means any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity, or under direct or indirect common management or control with such person, corporation or other entity. As between any two or more persons or entities, when 10% of one is owned, managed, or controlled by another, they are hereunder affiliates of one another.

"Agreement" means this Exclusive Franchise Agreement between the City and the Contractor.

"Agreement Date" means November 1, 2016.

"Agreement Year" means a twelve-month period beginning on July 1 of each year and ending on the following June 30 each year during the Term of this Agreement; provided however, that the first Agreement Year will commence on the Agreement Date and the last Agreement Year will end on the date of termination of this Agreement.

"Applicable Law" means any law, rule, regulation, requirement, guideline, permit, action, determination, or order of any Governmental Body having jurisdiction, applicable from time to time to the Collection Services; the Operating Assets; the siting, design, acquisition, permitting, construction, equipping, financing, ownership, possession, shakedown, testing, operation, or maintenance of any of the Operating Assets; or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, governmental protection, accommodation of the disabled, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages, and further including the Kern City Code and the City Integrated Waste Management Plan).

"Automated Container" means a container which can be lifted and tipped by equipment on Collection Vehicles. Automated containers may include 96 gallon carts or 300 gallon carts.

"Base Rate" means the rate charged for basic Solid Waste Collection Service as described in this Agreement and as authorized by the City, absent any discounts offered by the Contractor.

"Board" means the Cal Recycle Department, CAL EPA, California Air Resources Board, and any Governmental Body which succeeds to its duties and powers under Applicable Law.

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“Bulk Container” means a metal container or bin having a capacity of 1.5 or more cubic yards.

“Bulky Waste” means large and small household appliances, furniture, rugs (not carpet removed for construction), mattresses and similar large items of Solid Waste which cannot be contained within a Standard Container, or which does not fit in or causes harm to Collection Vehicles. This does not include Commercial items, Construction and Demolition items, automotive parts, liquids and/or hazardous/ special waste.

“CEQA” means the California Environmental Quality Act, codified at California Public Resources Code Section 21000 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

“Change in Law” means any of the following events or conditions which has a material and adverse effect on the performance by the Contractor of the Collection Services (except for payment obligations):

- (1) The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Agreement Date of any Applicable Law; or
- (2) The order or judgment of any Governmental Body, on or after the Agreement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

“City” means the City of Arvin, California, a political subdivision of the State, acting through its City Council, and “city” means all the area, Residential and Non-Residential Premises within the city limits.

“City Code” means the City Codified Ordinances (including the Arvin Municipal Code), as the same may be amended, supplemented, or modified from time to time.

“City Manager” means the Manager of the City of Arvin, or his or her designated representative, or any employee of the City who succeeds to the duties and responsibilities of the City Manager.

“City Solid Waste” means any Solid Waste which was originally discarded by the first Generator thereof, prior to any processing, at any Collection Premises within the city.

“Collection Premises” means the Residential Premises, Non-Residential Premises, or both for which the Contractor is authorized to provide Collection Services.

“Collection Services” means all of the duties and obligations of the Contractor hereunder.

“County” means the County of Kern, a political subdivision of the State of California.

“County Disposal System” means the landfills and other facilities for the transfer or disposal of Solid Waste operated by or under contract with the County.

“Curbside Service” means Solid Waste pick-ups made within eight feet of the curb, alley line or the line of any public right-of-way or public thorough-fare.

“Curbside Recycling” means the collection of cardboard, paper, metal, glass and plastic, separated from other City Solid Waste, in an Automated Container.

“Customer” means Owner or Generator.

“Designated Collection Location” refers to the location, at each Collection Premises where containers of City Solid Waste, Recyclable Materials and Greenwaste, whether separate or commingled, are customarily placed for collection, all in accordance with Section 4.5 herein.

“Designated Disposal Facility” means the facilities designated by the City Manager to which the Contractor shall transport City Solid Waste.

“Emergency Services” means Solid Waste collection services, other than those specified under this Agreement, provided during or as a result of an emergency which threatens the public health or safety, as determined by the City Manager.

“Fees-and-Costs” means reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses of any Legal Proceeding.

“Final Determination” means a judgment, order, or other determination in any Legal Proceeding which has become final after all appeals or after the expiration of all time for appeal.

“Foodwaste” means spoiled food or table scraps that the Generator discards separated from other Solid Waste. Foodwaste may be placed in an Automated Container that has been designated for Greenwaste.

“Generator” means any person that generates, produces, or discards Solid Waste. “Governmental Body” means any federal, state, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

“Governmental Body” means any federal, State or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction with respect to any matter which is a subject of this Agreement.

“Greenwaste” means grass, leaves, branches and other plant materials that the Generator discards separated from other Solid Waste.

“Hazardous Waste” means:

- (1) Any waste which by reason of its quality, concentration, composition, or physical, chemical, or infectious characteristics may do either of the following:

cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise mismanaged, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time, including, but not limited to:

- (a) The Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281;
- (b) The Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766;
- (c) The California Health & Safety Code Section 25117 (West 1992 & Supp. 1998);
- (d) The California Public Resources Code Section 40141 (West 1996); and
- (e) Future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances or hazardous wastes.

Radioactive materials which are source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40.

“Household Hazardous Waste” means waste materials determined by the Board, the City Manager of Toxic Substances Control, the State Water Resources Control Board, or the Air Resources Board to be:

- (1) Of a nature that they must be listed as hazardous in State statutes and regulations;
- (2) Toxic/ignitable/corrosive/reactive; and
- (3) Carcinogenic/mutagenic/teratogenic which are discarded from households as opposed to businesses. Household Hazardous Waste shall not include Unacceptable Waste.

“Immediate Family Members” shall mean a person’s issue, siblings, parents, grandchildren, aunts, uncles, nieces, and nephews.

“Insurance Requirement” means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or anybody having similar functions or by any insurance company which has issued a policy with respect to the Operating Assets or the Collection Services.

“Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

“Liquid Waste” means watered or dewatered sewage or sludge.

“Loss-and-Expense” means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, claim, demand, charge, tax, or expense, including all Fees-And-Costs.

“Medical Waste” means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens, including without limitation certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs, and waste which includes animal wastes or parts from slaughterhouses or rendering plants.

“Multiple-Unit Dwelling” means any building in the City, other than a Single-Unit Dwelling, lawfully occupied for human shelter.

“Non-Residential Premises” means those parcels of real property not classified as “Residential” under the land use codes listed in the Arvin Schedule of Solid Waste Collection Service Charges, attached hereto as Appendix 1, and made a part hereof, as amended by the City Council from time to time.

“Non-Residential Waste” means Solid Waste generated, produced, or discarded by or at Non-Residential Premises. This also includes construction and demolition material generated on any property type.

“Operating Assets” means all real and personal property of any kind, which is owned, leased, managed, or operated by or under contract to the Contractor for providing the Collection Services, including without limitation the containers, Vehicles, transfer stations, maintenance and storage facilities, administrative facilities, and other equipment, machinery, parts, supplies and tools.

“Owner” means the person holding the legal title or having a right to possession of the real property constituting the Collection Premises to which Solid Waste collection service is provided or required to be provided hereunder.

“Process” or “Processing” refers to the removal of Recyclable Materials from Solid Waste prior to the delivery of such City Solid Waste to the County Disposal System.

“Rates for Services” means those rates for collection set forth in Appendix 1.

“Recovered Materials” means the products, excluding Residual Waste, produced by the processing of Recyclable Materials.

“Recyclable Materials” means paper, plastic, glass, aluminum or other metal materials having economic value contained within a load of City Solid Waste, and may also include any other type of recyclable waste material agreed on by the parties.

“Recycle,” “Recycled,” or “Recycling” means the process of collecting, sorting, cleansing, treating, reconstituting, or otherwise processing materials that are or would otherwise become Solid Waste and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Residential Collection Service” means collection services associated with City Solid Waste generated on Residential Premises.

“Residential Premises” means those parcels of real property classified under the “Residential” use codes listed in the Arvin Schedule of Solid Waste Collection Service Charges, attached hereto as Appendix 1, and made a part hereof, as amended by the City Council from time to time.

“Residential Waste” means City Solid Waste generated, produced, and/or discarded by or at Residential Premises, excluding construction/demolition material and hazardous waste/regulated waste.

“Residual Waste” means any material remaining after the processing, by any means and to any extent, of Solid Waste.

“Roll-off Services” means Solid Waste pick-ups using Bulk Containers mounted on rail wheels or similar wheels and using special trucking equipment for transporting the bins and containers.

“Routing and Collection System” means the routing and collection system for City Solid Waste which is in effect as of the effective date of this Agreement.

“SB 1016” refers to the “Per Capita Disposal Measurement System” voted into law by the California Legislature in 2012. This bill also requires a minimal level of recycling participation by larger volume commercial generators.

“Scrap Materials” means any materials which are separated by type of Generator thereof from materials which otherwise are discarded or rejected by the Generator as Solid Waste and which are sold or donated by the Generator to a private recycler, scrap dealer, or salvager and recycled. Scrap Materials shall not include any materials which (1) are commingled with Solid Waste, or (2) are not commingled with Solid Waste or commingled recycling containers, but which are collected by any person other than the Contractor as part of any transaction or arrangement involving City Solid Waste, irrespective of whether the Generator pays or receives consideration in connection with such transaction or arrangement.

“Single-Unit Dwelling” means a dwelling designed for or occupied exclusively for human shelter by one family.

“Single-Unit Container” means a container of 110 gallon capacity or less, usually used by a Single-Unit Dwelling or a small business, for Solid Waste.

“Solid Waste” means all garbage, refuse, rubbish, and other materials and substances discarded or rejected as being spent, useless, worthless, or in excess to the Generator thereof at the time of such discard or rejection and which are normally discarded by or collected from Residential and Non-Residential establishments, which are acceptable at Class III landfills under Applicable Law, and which are originally discarded by the first Generator thereof and have not been previously processed. Solid Waste includes Greenwaste, Foodwaste and materials placed in Curbside Recycling Automated Containers. Solid Waste does not include Hazardous Waste, Medical Waste, Liquid Waste, Scrap Materials, Construction and Demolition Debris, or Self-Hauled Waste.

“Special Circumstance” means a circumstance which, when occurring, permits, but does not require the Contractor or the City to seek an adjustment in the Rates for Service, and which then requires to review such application and make a recommendation to the City Council

as to whether the Base Rate should be adjusted up or down, or remain unchanged. The continuing need for a previously-approved Special Circumstance shall be reviewed at the time of each subsequent rate adjustment.

“Special Service” means a level of Solid Waste Collection Service in excess of that offered by the Contractor as its basic level of service, at an additional cost to the Customer, and may include, but is not limited to additional Automated Containers, or more frequent collections, or service within an area with a population density of less than one hundred (100) people per square mile. “Special Service” does not mean the reasonable accommodation of an individual with a medical disability. The charge for any special service shall be reviewed by the City Manager and may require a public hearing and the approval of the City Council.

“SRRE” means the City’s Source Reduction and Recycling Element approved by the California Waste Management Board, as the element may be amended from time to time, all in accordance with SB 1016 and regulations related thereto, as they may be amended from time to time.

“Subcontractor” means every person (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including every Subcontractor of whatever tier) for any portion of the Collection Services, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

“Ton” means a “short ton” of 2,000 pounds, or its metric equivalent.

“Uncontrollable Circumstance” means only one or more of the following specified acts, events, or conditions, whether affecting the Operating Assets, the approved Processing Facility, the Designated Disposal Facility, the City, or the Contractor, to the extent that it materially and adversely affects the ability of the Contractor to perform any obligation under the Agreement (except for payment obligations), if such act, event, or condition is beyond the reasonable control, and is not also the result of the willful or negligent act, error, or omission or failure to exercise reasonable diligence on the part of the Contractor; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of the Contractor:

- (1) An act of God (but not including reasonably anticipated weather conditions for the city), hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
- (2) A Change in Law (as defined herein);
- (3) Preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any portion of the Operating Assets.
- (4) The first seven (7) days of a strike, work stoppage, or other labor dispute or disturbance occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor’s Subcontractors in connection with the Operating Assets or the Collection Services, provided the Contractor has implemented a contingency plan satisfactory to the City Manager.

It is specifically understood that only the acts or conditions specified above shall constitute Uncontrollable Circumstances. Without limiting the generality of the foregoing, the parties acknowledge that none of the following acts or conditions shall constitute Uncontrollable Circumstances:

- (1) General economic conditions, interest or inflation rates, currency fluctuations or changes in the cost or availability of fuel, commodities, supplies, or equipment;
- (2) Changes in the financial condition of the City, the Contractor, or any of its Affiliates, or any Subcontractor affecting their ability to perform their obligations;
- (3) The consequences of errors, neglect, or omission by the Contractor, any of its Affiliates, or any Subcontractor of any tier in the performance of the Collection Services;
- (4) The failure of the Contractor to secure patents or licenses in connection with the technology necessary to perform its obligations hereunder;
- (5) Union work rules, requirements, or demands which have the effect of increasing the number of employees employed in connection with the Operating Assets, or otherwise increase the cost to the Contractor of operating and maintaining the Operating Assets or providing the Collection Services;
- (6) Any Strikes, work stoppages, or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor's Subcontractors in connection with the Operating Assets or the Collection Services and which last beyond seven (7) days;
- (7) Any failure of any Subcontractor to furnish labor, materials, service, or equipment for any reason;
- (8) Vehicle or equipment failure;
- (9) Any impact of prevailing wage law, customs, or practices on the Contractor's construction or operating costs; or
- (10) Any act, event, or circumstance occurring outside of the United States.

"Vehicle" means any truck, rolling stock, or other vehicle used by the Contractor in connection with the Collection Services.

"Walk-In Service" means a Solid Waste pick-up made from a walking distance of more than eight feet but less than 100 feet from the curb, alley line or the line of any public right-of-way or public thorough-fare.

**SECTION 1.2. INTERPRETATION.** In this Agreement, unless the context otherwise requires:

- (1) References Hereto. The terms "hereby," hereof," "herein," hereunder," and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of execution of this Agreement.
- (2) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing the singular number mean and include the plural number and vice versa.
- (3) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations, non-profit corporations, and other legal entities, including Governmental Bodies, as well as individuals.
- (4) Headings. The table of contents of any headings preceding the text of the Articles, Sections, and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- (5) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement. Furthermore, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- (6) Reference to Days. All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided.
- (7) Units of Measure. Weights or volumes described herein may be reported in either metric or U.S. Standard terms of measurement, unless State or Federal law or regulation specifies the system of measurement to be used.
- (8) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.
- (9) Applicable Law. This Agreement shall be governed by and construed in accordance with Applicable Law.
- (10) Severability. If any clause, provision, subsection, Section, or Article of this Agreement shall be determined to be invalid by any court of competent jurisdiction, then the parties hereto shall:
  - (a) Promptly meet and negotiate a substitute for such clause, provision, Section, or Article which shall, to the greatest extent legally permissible, effect the intent of the Parties therein;

- (b) If necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement;
- (c) Negotiate such changes in, substitutions for or additions to, the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (a) and (b) above, to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section, or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

Notwithstanding the foregoing, however, the provisions of this Agreement reserving to the City the right and power to enter into a Waste Disposal Agreement or to designate the Designated Disposal Facility shall not be deemed to be severable from the other provisions hereof. In the event such provisions are held in any Legal Proceeding which is binding upon the City to be null, void, in excess of the City's powers, or otherwise invalid or unenforceable, and the Contractor as a result thereof utilizes a disposal facility other than the Designated Disposal Facility for City Solid Waste, this entire Agreement shall immediately terminate without any liability by the City to the Contractor. So long as the Contractor continues to utilize the Designated Disposal Facility, the City's right to terminate this Agreement shall not arise.

## ARTICLE 2

### ARTICLE 2 - REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

**SECTION 2.1. REPRESENTATIONS AND WARRANTIES.** The Contractor, by acceptance of this Agreement, represents and warrants that:

(1) Existence and Powers. The Contractor is duly organized and validly existing as a corporation under the laws of the State of California, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.

(2) Due Authorization and Binding Obligation. The Contractor has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Contractor and constitutes the legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally.

(3) No Conflict. Neither the execution, nor the performance by the Contractor of its obligations under this Agreement (1) conflicts with, violates, or results in a breach of any law or governmental regulations applicable to the Contractor; or (2) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, franchise, agreement (including, without limitation, the certificate of incorporation of the Contractor), or instrument to which the Contractor or any Affiliate is a party or by which the Contractor or any Affiliate or any of their properties or assets are bound, or constitutes a default under any such judgment, decree, agreement, or instrument. Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflicts of interest for public officers and employees.

Contractor represents it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement.

(4) No Litigation. There is no action, suit, or other proceeding as of the Agreement Date, at law or in equity, before or by any court or governmental authority, pending, or to the Contractor's best knowledge, threatened against the Contractor which is likely to result in an unfavorable decision, ruling, or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Contractor of its obligations hereunder or by the Contractor under any such other agreement or instrument.

(5) No Legal Prohibition. The Contractor has no knowledge of any Applicable Law in effect on the Agreement Date which would prohibit the performance by the Contractor of this Agreement and the transactions contemplated hereby.

(6) Information Supplied by the Contractor. The information supplied by the Contractor in all submittals made in connection with negotiation and award of this Agreement is correct and complete in all material respects.

### **ARTICLE 3 GRANT OF EXCLUSIVE FRANCHISE**

#### **SECTION 3.1. GRANT OF EXCLUSIVE FRANCHISE.**

(1) Generally. Pursuant to Section 40059 of the Act, the City hereby grants an exclusive franchise, on the terms and conditions set forth herein, to the Contractor for collecting, transporting, hauling, and disposing of City Solid Waste. By its executed acceptance hereof, the Contractor accepts the license and privilege so granted by the City on and subject to the terms and conditions contained herein and in the City Codes.

(2) Franchise Area. The area with respect to which this Agreement is granted shall be the entire area of the city, and any areas that become annexed to the city from time to time, during the term of this Agreement.

**SECTION 3.2. SECTION 3.2. TERM OF AGREEMENT.** The term of this Agreement is from the Agreement Date through October 31, 2026, unless earlier terminated pursuant to Article 10 hereof. This Agreement also includes an option to extend the terms of the Agreement for two additional five-year terms, for a total of another 10 years. Each five-year term shall automatically apply unless i) the City or Contractor provides notice to the other at least six months prior to the renewal of the five-year term; or ii) the Agreement has been earlier terminated pursuant to Article 10. Under no event shall this Agreement be in effect beyond October 31, 2036.

#### **SECTION 3.4. MONTHLY OPERATIONAL FEE.**

(1) Monthly Operational Fee. The Contractor shall pay to the City a Monthly Operational Fee. The first payment of the Monthly Operational Fee shall be due on November 1, 2016. Subsequent payments shall be due on the first day of each month, during the term of this Agreement. It is the intent of the Parties that during the transition

from the Exclusive Franchise Agreement to this Agreement that no Monthly Operational Fee payment will be missed, or double payment become due, for any month within 2016.

Effective as of the date this Agreement is approved, the rates used to calculate the total amount of the Monthly Operational Fee shall be:

- (a) \$3.38 per Single-Unit Residential Premises that received Collection Services in the previous month.
- (b) \$1.80 per cubic yard of bin capacity collected in the previous month from all Multiple-Unit Residential Premises.
- (c) \$1.80 per cubic yard of bin capacity collected from all Non-Residential Premises in the previous month. The cubic yard volume used to calculate the Monthly Operational Fee shall be the same as the cubic yard volume reported in the Non-Residential Bin Report (Section 6.3(4)).

(2) Late Payment of Operational Fees. Failure to submit payment of the Monthly Operational Fee within thirty (30) days after the due date shall be an Event of Default, unless the City Manager agrees in writing to extend the time for payment.

(3) CPI Adjustment. The rate used to calculate the Monthly Operational Fee (Section 3.3(1) above) shall be adjusted for changes in the Consumer Price Index (CPI) using the same formula and shall take effect on the same schedule as CPI adjustments that are approved and applied to the Rates for Services paid to the Contractor pursuant to Section 9.4(1) hereof.

### **SECTION 3.5. ASSIGNMENT AND TRANSFER OF AGREEMENT.**

(1) Consent of the City Required. This Agreement shall not be transferred, sold, pledged, hypothecated, leased, or assigned, nor shall any of the rights or privileges herein be transferred, sold, pledged, hypothecated, leased, or assigned, either in whole or in part, nor shall title hereto or thereto, either legal or equitable, or any right, interest, or property herein or therein, pass to or vest in any person, except the Contractor, either by action or inaction of the Contractor, or by operation of law, without the prior written consent of the City, which may be withheld or delayed in its sole and absolute discretion. The Contractor shall provide written notice of any request to assign or transfer this Agreement, and shall provide the City with any information requested by the City in connection with the proposed transfer, included but not limited to information regarding the general business qualifications of the proposed assignee, as well as its ability to perform the Collection Services and a statement of its financial resources. The Notice of Intention to Assign this Agreement shall contain a statement of the allocation of dollars in the consideration to be paid by the assignee to the Contractor for (a) the exclusive franchise, (b) goodwill, (c) equipment, and (d) any other asset transfer which has any connection with said assignment, all as agreed upon by the Contractor and the assignee. The Notice shall also contain a statement showing the method of payment for the consideration and whether the Contractor proposes to hold some security interest as security for the payment of the unpaid balance of the consideration. The City shall respond to any such request within sixty (60) days after receipt of any information requested by the City pursuant to the preceding sentence. The Contractor acknowledges that, prior to approving such a transfer, the City must find that such a transfer is in the best interests of the public health,

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safety, and general welfare. Any attempt by the Contractor to effectuate any of the foregoing without such consent of the City shall be null and void, and any effectuation of any of the foregoing without such consent of the City shall constitute an Event of Default resulting in the immediate termination of this Agreement as provided in 10.1(1) hereof. Notwithstanding anything herein to the contrary, this Section shall not apply to assignments or transfers of this Agreement between Immediate Family Members.

(2) Consolidation, Merger, Sale, Transfer and Change in Control. Subject to the provisions of Section 3.4(1) above, the Contractor shall not, without the prior written consent of the City which may be withheld or delayed in its sole and absolute discretion, consolidate with or merge with another entity, or permit one or more other entities to consolidate with or merge into it; provided however, that this Section shall not apply to transactions between Immediate Family Members.

(3) Transfer of Voting Stock. The City's prior written consent, which may be withheld or delayed in its sole and absolute discretion, shall be required for the sale or transfer by any means, whether by agreement or by operation of law (including transfers resulting from death, bankruptcy or divorce), of any of the voting stock of the Contractor; provided however, that this Section shall not apply to transfers of voting stock between Immediate Family Members, as part of an unqualified employees stock ownership plan.

**SECTION 3.6.                    SECTION 3.5. PAYMENT OF COSTS OF REVIEW BY CITY.**

If the Contractor requests the consent of the City for any transaction described in Section 3.4 hereof, the proposed assignee, as a condition of assignment, shall reimburse the City for all costs and expenses incurred by the City in reviewing, examining, and analyzing the request, including all direct and indirect administrative expenses of the City and consultants and attorneys' fees and expenses. Bills shall be supported with evidence of the expense or cost incurred.

**ARTICLE 4  
COLLECTION and RECYCLING SERVICES**

**SECTION 4.1.                    COLLECTION SERVICES GENERALLY.**

(1) Collection Data. The Contractor shall maintain on file at its business premises documentation setting forth its Routing and Collection System, a list of all Collection Premises in the City, organized alphabetically or by address, and the identification of all services each receives. This information shall be updated and provided at no additional cost to the City upon request. The Contractor shall cooperate with the City to periodically monitor the average volume of City Solid Waste generated from each Collection Premises. Customer-specific records are subject to inspection, and copying by the City during regular business hours with reasonable advance notice.

(2) Collection Services. The Contractor shall provide Automated Containers and collect City Solid Waste from all Collection Premises in the City.

All Residential Premises shall be provided Curbside Service which shall consist of three (3) Automated Containers each collected on a scheduled day. One Automated Container shall be designated for Solid Waste, which the Contractor shall collect weekly and transport to the County Disposal System. One Automated Container shall be designated for

Greenwaste and Foodwaste, which the Contractor shall collect weekly and transport to a greenwaste recycling facility. One Automated Container shall be designated for Curbside Recycling, which the Contractor shall collect biweekly and transport to a recycling facility.

All Non-Residential Premises shall be provided with Curbside Service or collection from a Designated Location on the Non-Residential Premises. Non-Residential Generators shall be offered a range of container types and sizes and collection frequencies as may be appropriate to their situation, consistent with applicable City Codes.

(3) Assistance For Disabled. For Residential Customers that have provided the Contractor with a note from a doctor or other physician declaring the Customer is unable to place the Automated Container at the Designated Collection Location due to disability, the Contractor shall provide Walk-in Service. The Walk-In service shall continue for the duration of the Customer's disability.

(4) Residential Bulky Waste Events. The Contractor shall provide a one day Bulky Waste Collection Event for Residential Waste at least once every six (6) months. Non-Residential waste shall not be accepted at the Bulky Waste Collection Event. Bulky Waste Collection Events shall be located at Digiorgio Park or any feasible location authorized by the City Manager at a future date. The Contractor shall advertise each event in both the Arvin Tiller and the Lamont Reporter at least two weeks prior to each event and shall provide a mailer advertising the event. Advertisements, including the mailer, shall be published in both English and Spanish. Contractor shall make a reasonable effort to recycle Bulky Waste such as appliances, for which recycling facilities are available. Contractor's cost of providing Bulky Waste Collection Events shall be factored into the rates approved by the City for Solid Waste Collection Service and Contractor shall not be entitled to impose any additional charge for Bulky Waste Collection Events.

(5) Christmas Tree Recycling. Residential Generators shall be allowed to drop off a 40 cubic yard roll-off container for Christmas trees at Digiorgio Park from December 26 to January 7 of each year. The Contractor shall collect all Christmas trees delivered to 40 yard roll-off at Digiorgio Park and deliver same to a green waste recycling facility. Christmas trees collected from the Drop Off location shall not be disposed in any landfill, (unless completely contaminated by outside illegal dumping). Contractor's cost of providing Christmas tree recycling shall be factored into the rates approved by the City for Solid Waste Collection Service and Contractor shall not be entitled to impose any additional charge for Christmas tree recycling.

(6) Illegal Dumping. The Contractor shall at all reasonable times take reasonable measures to maintain the roads, alleys and streets in the City free from litter from the operations of its Operating Assets. The Contractor shall provide one (1) roll off box for use by City employees that are cleaning up illegally dumped waste. This roll off box shall be placed at the City's corporation yard and shall not be used for any purpose other than cleaning up illegally dumped waste. In addition, the Contractor shall assist the City with two, one day illegal dumping cleanup events per year by providing the City with one (1) roll off bin, three (3) trash bins and a packer truck per event. The packer truck and bins shall be operated by Contractor. The City shall provide labor crews or volunteers for cleaning illegal dump sites and placing illegally dumped waste in the roll off bins and/or packer truck. The City shall also be responsible for payment of any landfill gate fees for disposal of the illegally dumped waste. Contractor's cost of providing illegal dumping services shall be factored into the rates approved by the City for Solid Waste Collection Service and Contractor shall not be entitled to impose any additional charge for illegal dumping services.

(7) Public Awareness. The Contractor agrees, at its own expense, to provide information to Customers annually on such topics as Household Hazardous Waste disposal, waste reduction and recycling, or such other topics as the City directs. Contractor shall provide, at its own expense, an information packet to all new customers that start service with the Contractor. This information packet shall describe how collection services will be performed, the Customers rights and responsibilities, and the availability of recycling and diversion programs. Any reference to the City must be approved in advance by the City Manager. To the extent reasonably possible, the Contractor shall accommodate the inclusion of any City-directed information on its regular billing statements upon the request of the City Manager without cost to the City. If the City requests the distribution of information in a form that cannot be printed or included with the Contractor's regular bill, the City and Contractor will share in the cost of printing and distribution. All public awareness information shall be published in both English and Spanish.

(8) Contract Administrator. The Contractor shall designate in writing on or immediately following the Agreement Date a person to transmit instructions, receive information, and otherwise coordinate service matters arising pursuant to this Agreement (the "Contract Administrator"). The Contractor may designate a successor or substitute Contract Administrator at any time by written notice to the City. Contractor's cost of providing a Contract Administrator shall be factored into the rates approved by the City for Solid Waste Collection Service and Contractor shall not be entitled to impose any additional charge for Contract Administrator services

(9) Recycling Coordinator. The Contractor shall designate in writing on or immediately following the Agreement Date a person to communicate with Generators to encourage them to participate in recycling programs. The Recycling Coordinator shall be bi-lingual in English and Spanish. The Contractor may designate a successor or substitute Recycling Coordinator at any time by written notice to the City. Contractor's cost of providing a Recycling Coordinator shall be factored into the rates approved by the City for Solid Waste Collection Service and Contractor shall not be entitled to impose any additional charge for Recycling Coordinator services.

(10) Roll-Off Collection Services. The Contractor shall provide Roll-Off Services within the City. Such Roll-Off Services may be provided by the Contractor directly or indirectly through a sub-contractor who possesses the necessary equipment pursuant to an arrangement approved by the City. The rate charged for Roll-Off Services is designated in Appendix 1.

(11) Special Services. The Contractor shall have the right, but not the obligation, to provide additional Special Services requested by any Customer which are directly related or ancillary to any of the other Collection Services authorized hereunder. The nature and terms of any such Special Services shall be negotiated with the Customer and compensation therefore shall be paid by the requesting Customer at rates negotiated with the Customer. In the event that the City determines that the rates set by the Contractor for such Special Services are inappropriate, the Contractor shall provide the City with information supporting the level of rate proposed by the Contractor. Upon receipt and review of such information, the City may set the rate, which shall become binding on the Contractor.

## **SECTION 4.2. COLLECTION SERVICE OPERATING REQUIREMENTS.**

(1) Collection Routes and Frequency. In consideration for receiving the Rates as described in Article 9, the Contractor shall collect City Solid Waste from the Collection Premises and must provide Collection Services to all Premises located within the city promptly upon request. The Contractor shall establish and maintain collection routes in such manner as to provide for the uniform and efficient collection of City Solid Waste from all Collection Premises on a Monday-through-Friday basis and on a Monday-through-Saturday basis for Non-Residential accounts (except as otherwise allowed to accommodate Holidays). The Contractor shall not schedule City Solid Waste collection service on Sundays, except as authorized by the City. The Contractor shall provide a copy of the route and schedule information to the City Manager. City Solid Waste, as defined herein, shall be collected at least one time per week, except that the Contractor may provide a higher level of service or, as requested by Customer, more frequent collections as a Special Service.

The Contractor shall not commingle City collection routes with County waste collection routes. However, if for reasons of economy and efficiency, if it is unfeasible for the Contractor to keep City collection routes separate from County collection routes, the Contractor may make a written request to the City for approval to commingle City collection routes with County collection routes. If City provides written approval to commingle collection routes, the Contractor shall submit to the City and to the County, a detailed monthly report setting forth accurate account information as collected per Section 4.1(1) from each Customer on the commingled routes, regarding all included jurisdictions, within thirty (30) days after the end of each month.

(2) Regular Hours of Service. The Contractor shall schedule no collections from any Residential Premises or Non-Residential Premises which are 200 feet from Residential Premises on any day earlier than 5:00 a.m., or later than 7:00 p.m.; provided, however, that the City may change the collection time as required by the needs of the Customers or the Contractor.

(3) Emergency Service. Collections of City Solid Waste necessitated by an emergency which the City Manager has determined may be a threat to the public health and safety within the City shall be made by the Contractor at the direction of the City Manager. Such Emergency Services may be required outside of the regular collection hours and schedule. The City shall reimburse the Contractor for all reasonable costs incurred in order to comply with the provisions of this Section.

(4) Noise Levels. The Contractor shall perform the Collection Services in a manner which is in compliance with Applicable Law.

(5) Holidays. Collection of City Solid Waste shall not be required on the following legal holidays: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day, except in case of emergency or as otherwise required by the City Manager. Whenever a regular collection falls on such a holiday, the collection shall be made on the following working day, and collections throughout the City shall become current within one (1) week thereafter. Written notice of this policy shall be provided to Customers upon the initiation or change of service. Collection shall not be rescheduled when the holiday falls on a Sunday, unless otherwise agreed to by the City and the Contractor.

(6) Preservation of Public Health and Safety. The Contractor shall at all times operate in such a manner as to protect the public health and safety. The Contractor agrees to establish procedures and educate its employees as to such procedures regarding proper methods for the

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protection of the general public, including, but not limited to, arranging for the proper and legal disposal of hazardous substances encountered during its performance under this Agreement.

**SECTION 4.3.        CONTAINERS.**

(1)    City Approval. The City shall approve the number, type, size, and other specific physical requirements for containers. The Contractor shall not be required to collect City SolidWaste from containers which have not been approved by the City.

(2)    General Requirements. The Contractor shall supply the Automated Containers for each Residential and qualifying Non-Residential Premises free of charge upon inception of Collection Services. After emptying any Automated Container, the Contractor shall replace the Automated Container in an upright position at the place where such Automated Container was placed for collection. The Contractor shall handle Automated Containers in a manner so as to prevent damage or spillage, and shall not throw Automated Containers after emptying them. The Contractor shall repair or replace, at its own expense, any Automated Container damaged by the Contractor within five (5) days.

(3)    Containers for Single-Unit Dwelling Residential Premises. The Contractor shall supply each Single-Family Dwelling with one Automated Container for Solid Waste. The containers shall be sturdy and equipped with heavy-duty casters and closeable lids. The Contractor shall maintain the Automated Containers in good repair, shall bear the cost of normal wear and tear, and shall replace the Automated Containers as needed. The Contractor may charge a fee to Customers whose Automated Containers must be repaired or replaced due to other than normal wear and tear and will notify the City Manager if such fee has been charged. If repairs require removal of the Automated Container from a Customer's premises, the Contractor shall supply the Customer with a replacement container or "loaner" Automated Container. The Contractor shall, within seven (7) working days, repair or replace damaged or dilapidated Automated Container. The Contractor shall provide the containers required pursuant to this Section at its own cost and expense and any such Containers shall constitute Operating Assets. The Contractor shall promptly replace stolen Automated Containers, provided that the Contractor shall only bear the cost of replacement of such Automated Container the first time it is stolen or once within a 10-year period, and thereafter such cost of replacement shall be borne by the Customer.

(4)    Containers for Multiple-Unit Dwelling Residential Premises and Non-Residential Premises. The Contractor shall provide, as an Operating Asset, the Bulk Containers required pursuant to this Section at the approved rental rate set forth in Appendix 1. Each such Bulk Container shall be identified with the Contractor's name and phone number, and be equipped with heavy-duty casters and closeable lids. Each such Bulk Container which is used primarily for the disposal of Solid Waste containing liquids shall be watertight. The Contractor shall be responsible for the general maintenance and repair of Bulk Containers so provided, and shall provide an equivalent Bulk Container as replacement during repairs and maintenance. If repairing, maintenance, steam cleaning, and or repainting is required as a result of abuse, neglect, or misuse on the part of any Customer, the Contractor may charge the Customer a fee, to compensate for the cost thereof. The Contractor shall, within seven (7) working days, repair or replace any stolen, damaged or dilapidated Bulk Container, provided that the Contractor shall only bear the cost of replacement of such Bulk Container the first time it is stolen within a 10-year period, and thereafter such cost of replacement shall be borne by the Customer.

(5) Ownership of Containers. All Containers for Solid Waste provided by the Contractor to Customers in accordance with this Agreement shall remain the property of the Contractor, however, 96 gallon containers provided by the Contractor may be purchased by the City, pursuant to Section 10.7 hereof.

**SECTION 4.4. GENERAL REQUIREMENTS RELATING TO COLLECTION.**

(1) Clean Up; Avoiding Damage to Property. The Contractor shall cause all spills of City Solid Waste occurring during the collection process to be cleaned up immediately upon the occurrence of the spill. The Contractor shall close all gates after making collections and shall avoid crossing private or public planting areas and grounds or jumping over hedges and fences.

(2) Hazardous Waste. The Contractor agrees to establish all reasonable practices for the screening and elimination of Hazardous Waste from the waste stream, including, but not limited to, the training of personnel, and to revise such practices as necessary to reflect prudent wastescreening considered to be good practice in the Solid Waste collection and disposal industry at the time and shall follow the procedures described in Paragraph 6 of this Section. The Contractor acknowledges its obligation to arrange for the disposal of Hazardous Waste which inadvertently comes into its possession or control. Hazardous Waste that has been loaded into a collection vehicle shall be deemed to be under the possession or control of the Contractor.

(3) Employees; Uniform. The Contractor shall take all steps necessary to ensure that its employees performing collection services conduct themselves in a safe, proper, and workmanlike manner, and that they work as quietly as possible. All such employees shall at all times of employment be dressed in uniforms with suitable identification.

(4) Improper Loading of Containers. The Contractor may decline to collect any City Solid Waste that has one or more of the following characteristics:

- (a) Has not been properly loaded into containers;
- (b) Has been overloaded in containers by weight or volume, as compared to Industry Standards provided by the Contractor and acceptable to the City;
- (c) Has been compacted in a manner such that City Solid Waste will not, of its own weight, fall out of the container in which it is placed when such container is turned upside down; or
- (d) Has been loaded or left for collection in any manner which would prohibit its safe collection.

(5) Record of Non-Collection. When any discarded City Solid Waste deposited for collection is not collected by the Contractor, the Contractor shall leave a tag, in English and Spanish, listing the reasons for such non-collection and a telephone number at which the Customer may contact the Contractor. This information shall either be in writing or by means of a checked box on a form. The Contractor shall maintain, at its place of business, a log book listing all such circumstances in which collection is denied. The log book shall contain the names and/or addresses of the Collection Premises involved, the date of such tagging, the reason for non-collection, and the date and manner of disposition of each case. The log book shall be kept so that it may be conveniently inspected by the City Manager upon request. The log relating to any

particular tagging shall be retained for a period of one (1) year following such tagging, and a copy shall be provided to the City Manager.

(6) Discarded Household Hazardous Waste. If the Contractor finds what reasonably appears to be discarded Hazardous Waste or Household Hazardous Waste at a Designated Collection Location, the Contractor, in addition to the procedure outlined in the previous paragraph, shall either:

- (a) Notify the Owner or Generator, if such can be determined, that the Contractor may not lawfully collect such waste and leave a tag specifying the nearest location available for such appropriate disposal; or
- (b) Follow such other procedure as the City Manager shall approve; or
- (c) In the event of a threat to the public health and safety, the Contractor shall immediately call "911" or make other emergency contact with the local police or fire agency. The Contractor shall notify the City Manager of such incident.

(7) Fees and Gratuities. The Contractor shall not, nor shall it permit any agent, employee, or Subcontractor employed by it, to request, solicit, or demand, either directly or indirectly, any compensation for the collection of City Solid Waste or other Collection Services, except such compensation as is specifically provided for herein as approved by the City.

#### **SECTION 4.5. COLLECTION LOCATIONS.**

(1) General. The Contractor shall be responsible for the collection of all City Solid Waste placed for collection in a legal manner. The Contractor shall immediately notify the City Manager of any condition at or near any Designated Collection Location which creates a safety hazard or accessibility problem. Upon authorization by the City Manager, the Contractor shall discontinue collection for any such location until the safety hazard or accessibility problem is corrected.

(2) Enclosures. Where the Designated Collection Location is within an enclosure constructed pursuant to the requirements of any public agency having jurisdiction over the design, construction, and location of such enclosures, the Contractor shall be responsible for the removal and replacement of all Containers placed therein. The Contractor shall use sufficient care in the handling of such Containers so as to prevent any damage to the enclosure, the enclosure doors, and adjacent facilities or improvements. The Contractor shall promptly repair at its own expense any such enclosure or adjacent facilities or improvements damaged by the Contractor. The City Manager shall resolve any disputes relating to such damage, and the Contractor agrees to abide by such decision.

#### **SECTION 4.6. OTHER WASTES.**

The parties acknowledge that this Agreement is granted only with respect to the Collection Services and does not include the collection, transportation, processing, or disposal of Hazardous Waste, Medical Waste, and Liquid Waste. If the Contractor elects to provide any such services with respect to Hazardous Waste, Infectious Waste, or any other waste regulated by the Department of Toxic Substances Control, such haulage shall be done by a separate legal entity separately insured and liable, and according to Applicable Law.

The parties further acknowledge that the provision by the Contractor of any services not specifically included within the Agreement are excluded from the protection of this Agreement and may be the subject of competition among any and all legally authorized haulers.

**SECTION 4.7. SB 1016, AB 341 and AB1826 COMPLIANCE.**

Contractor and City acknowledge their joint cooperation is necessary to complete the City's SB 1016, AB 341 and AB 1826 waste diversion reports to the State. Contractor will assist the City and the City will assist the Contractor as necessary to ensure timely and accurate SB 1016 AB 341 and AB 1826 reports are provided to the State. The Contractor will assist the City with the preparation and submission of the SB 1016, AB 341 and AB 1826 Reports to the State.

The Contractor shall provide a monthly report of its waste collection and diversion activities. Such report shall be provided to the City within 30 days after the end of each month. Such report shall include the amount of material collected and recovery or diversion rates per material type. The report shall provide sufficient detail to allow audit verification of all tonnage collected and recovered or diverted.

The Contractor shall supply any other information about its SB 1016, AB 341 and/or AB 1826 related activities that is reasonably requested by the City to meet State or Federal regulatory requirements and the reporting requirements of the City's Source Reduction and Recycling Element (SRRE), as it may be amended from time to time.

The Contractor shall cooperate and work jointly with the City in activities requested by the City to measure diversion from landfills of Solid Waste collected by Contractor. Such cooperation may include but is not limited to re-routing trucks on a temporary basis to facilitate composition analysis.

The City shall provide information related to its SB 1016, AB 341 and/or AB 1826 activities. City activities may include but are not limited to progress in its procurement policy, construction and demolition debris recycling as reported to the City's Community Development Department and any other programs the City may operate that are not controlled by the Contractor.

**SECTION 4.8. CHANGES IN SCOPE OF COLLECTION SERVICES.**

At its option, the City may request to modify the scope of services performed by the Contractor pursuant to this Agreement. A scope of services adjustment due to Special Circumstances may be approved at the option of the City Council if:

- (a) It is necessary for the Contractor to make a substantial change in its operation, or substantial capital investment in order to perform its obligations under this Agreement, or Changes to operations are mandated by the City, or
- (b) Changes in law or regulations occur which affect the Contractor's performance.

All pertinent information must be submitted to the City Manager and the Contractor for review and subsequent approval by the City Council. The City shall provide written notice of any request to modify the scope of services provided by Contractor pursuant to this Agreement,

and the Contractor shall provide the City with any information requested by the City in connection with the proposed changes. The Contractor shall within 60 days after receipt of such notice by the City respond to the City's proposal and substantiate any dispute it may have with respect to any modifications of the Contractor's obligations hereunder. In the event the scope of services is modified, the Contractor may seek additional compensation in accordance with Section 9.5. The City's notice shall specify a date and location for a meeting of the parties hereto at which such parties shall attempt to resolve any disagreement and negotiate in good faith in order to reach a compromise. In the event the parties are unable to reach agreement, such dispute shall be submitted to the City Council for review and ultimate determination.

## **ARTICLE 5 PROCESSING AND TRANSFER**

### **SECTION 5.1. PROCESSING AND TRANSFER ARRANGEMENTS.**

The Contractor shall make its own processing and transfer arrangements, so long as such arrangements are in full compliance with Applicable Law. The City may order the Contractor to modify or terminate its processing and/or transfer arrangements if:

- (a) The City determines that such arrangements threaten public health or safety, or
- (b) The City determines that the City is not adequately protected from liability for the activities of the processing or transfer entities, or
- (c) The City determines that the diversion levels of the particular facility are unreasonable in light of the diversion credit obtained by the City under SB 1016, AB 341 and AB 1826, or the Contractor is disposing of Recovered Materials in a manner which does not result in significant diversion credit to the City.

In the event the City directs the Contractor to modify or terminate waste processing or transfer arrangements, the City acknowledges that the Contractor shall nonetheless be entitled to recover, through the rates to be charged and authorized to be imposed hereunder, the reasonable un-recovered capital costs of the Contractor incurred in initially implementing such processing or transfer arrangements (determined in accordance with generally accepted accounting principles).

### **SECTION 5.2. CONTRACTOR'S PROFIT OR LOSS FROM SALE OF RECOVERED MATERIALS.**

The Contractor must use its best efforts to sell Recovered Materials. The Contractor is entitled to all revenues or other consideration derived from its sale of Recovered Materials; conversely, the Contractor shall bear the entire risk of and have the responsibility of disposing of Recovered Materials.

**SECTION 5.3. TITLE TO RECOVERED MATERIALS.**

As between the parties, the Contractor has title to and liability for all Recovered Materials, and shall indemnify, defend, and hold harmless the City from any property damage, personal injury, or consequential damages suffered by any person from exposure to or as a result of processing any Recovered Materials or subsequent product made from Recovered Materials based on any theory of liability. The Contractor shall promptly notify the City of any claim by any person arising out of the marketing, disposal, or reuse of Recovered Materials.

**ARTICLE 6  
SOLID WASTE DISPOSAL**

**SECTION 6.1. SOLID WASTE DISPOSAL.**

(1) Disposal Generally. The Contractor shall transport and dispose of all City Solid Waste which it collects but does not divert from landfill disposal at the Designated Disposal Facility in accordance with the requirements of Applicable Law, and shall comply with the requirements, rules and regulations of the owner or operator of the Designated Disposal Facility.

(3) Designated Disposal Facilities. The City shall have the right during the Term of the Agreement to designate the Designated Disposal Facility, or multiple concurrent Designated Disposal Facilities, in its sole and absolute discretion. The initial Designated Disposal Facilities shall be any of the facilities in the County Disposal System. The City shall notify the Contractor in writing of any changes in or additions to the Designated Disposal Facility.

(5) Disposal Records. The Contractor shall keep and maintain such logs, records, manifest, bills of lading or other documents as the City may deem to be necessary or appropriate to confirm compliance by the Contractor with this Agreement and shall retain all weightslips or other call information provided to the Contractor's drivers by the owner or operator of the Designated Disposal Facility.

(7) Failure to Transport to Designated Disposal Facility. The Contractor's failure to properly transport, or cause to be transported, City Solid Waste as described herein is an Event of Default, as described in Section 10.1(1) of this Agreement, unless the failure to transport such City Solid Waste to the Designated Disposal Facility is the result of an Uncontrollable Circumstance or such Waste has been diverted by means of alternative technology allowing SB 1016 diversion credit to the City; provided, however, that any residue from processing or diversion activities shall be disposed at the Designated Disposal Facility.

(9) Flow Control Covenant. The Contractor hereby waives any right which it may possess under Applicable Law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power, or authority of the City to engage in the practice of legal Solid Waste "flow control", or to enter into or perform obligations under a Waste Disposal Agreement, or (b) the right, power, or authority of the City to deliver or cause the delivery of all City Solid Waste collected within the City to the Designated Disposal Facility in accordance with this Agreement.

**SECTION 6.2.        GATE FEES.**

(1)    General. To the extent that the Contractor disposes or causes the disposal of Non-Residential Waste at the County waste facilities, it shall pay the Gate Fees required under Ordinance No. G-5940, as may be amended from time to time.

(3)    Gate Fee. The Contractor shall make appropriate arrangements with its large volume Non-Residential Customers to ensure Gate Fees are collected and paid to the County as may be required by the County. Typically, the Contractor will be required to pay gate fees for Non-Residential Solid Waste transported in roll-off boxes.

**SECTION 6.3.        BIN FEES.**

(1)    General. A bin disposal fee shall be charged to Non-Residential customers for all Non-Residential Solid Waste that is collected by the Contractor from Non-Residential Automated Containers and disposed at the County Disposal System.

(3)    Disposal Fee. The bin disposal fee per cubic yard of bin capacity is established by County Ordinance. The bin disposal fee per cubic yard, multiplied by the capacity of the Non-Residential Automated Container, equals the total bin disposal fee per time the bin is collected by the Contractor. For example: If the County bin disposal fee is \$2.00 per cubic yard, the total bin disposal fee for a three cubic yard capacity, Non-Residential Automated Container is \$6.00 (\$2.00 times 3 cubic yards) per time the Container is collected. If that same three cubic yard Container is collected four times in one month, the total bin disposal fee charged for that Container is \$24.00 (\$6.00 per time the container is collected, times 4 collections for that month).

(5)    Records. The Contractor shall maintain adequate and accurate records of the number of Non-Residential Automated Containers, the cubic yard capacity of each and the number of times each has been collected for each Non-Residential customer served by the Contractor.

(6)    Non-Residential Bin Report. The Contractor shall prepare a Non-Residential Bin Report and forward a copy of said report to the County within five (5) days of producing monthly invoices or statements for bin collection services rendered by the Contractor. The information in the Non-Residential Bin Reports shall match the information that appears on the Contractor's invoices or statements and any information required in the Bin Reports may be audited by the City Manager. The Non-Residential Bin Reports shall list, at a minimum, the number of Non-Residential bins billed to each Non-Residential account, the bin volume (in cubic yards), the number of times each bin was collected in the billing period. Non-Residential Bin Reports may be reviewed by the City's accounting staff to confirm that the rates charged by the Contractor are in compliance with this Section and all other applicable ordinances, resolutions, regulations and rules.

(8)    Non-Residential Customer Billing. The Contractor shall calculate the amount owed by each Non-Residential customer for the bin disposal fee for the Contractor's current billing period and shall include that bin disposal fee, in a separate line, or column, on the invoice or statement sent to each Non-Residential customer for that billing period. The Contractor's invoice or statement for a bin disposal fee shall become delinquent sixty (60)

days after it is due. Customers delinquent in disposal fees shall be charged a penalty in the amount of one and one-half percent (1.5%) of the delinquent amount per month.

(10) Payment of Bin Disposal Fee to County. The Contractor shall forward all monies received from the billing of the bin disposal fees to the County within fifty (50) days from the date that appears on the invoices or statements sent by the Contractor to their customers with bins.

(12) Exemption from Payment of Bin Disposal Fee. A bin disposal fee shall not be charged for any Non-Residential waste bins that are collected by the Contractor if (i) the Solid Waste from those bins is transported to a material recovery facility prior to disposal at a County Waste Facility, and (ii) the Contractor and the material recovery facility have entered into a written agreement with the City, approved by the City Council, to use an alternate method of payment for the service charges of those bins. Organics bin fees are excluded from this exemption.

(14) Fidelity Bond. The Contractor shall maintain a fidelity bond covering each of the Contractor's employees who has the responsibility or power to handle any bin disposal fees which are to be paid by the Contractor to the County pursuant to this Section. Any such fidelity bond must be approved by the City Manager as to form and content. In addition, any such fidelity bond shall be executed by an admitted surety with a Best's rating of no less than B+. The limit of each such fidelity bond shall be in an amount to be approved by the City Manager and this amount shall not be less than the average monthly amount of bin disposal fees collected by the Contractor maintaining this fidelity bond. Each such fidelity bond shall name the City as an additional named insured. Each such fidelity bond shall also contain an endorsement providing that the coverage of the fidelity bond shall not be reduced nor shall the fidelity bond be canceled until thirty (30) days after the City has received notice of any such cancellation or reduction. The Contractor shall file a copy of the required fidelity bond with the City Manager prior to initiating any collection of bin disposal fees.

(16) Administrative Costs. The Contractor's actual and reasonable administrative costs to comply with the foregoing provisions of this Section, including, but not limited to, the costs of obtaining the required fidelity bond, shall be considered by the City Council in the process of any setting of the Contractor's rates.

#### **SECTION 6.4. CHANGES TO COUNTY FEE STRUCTURE.**

The Parties acknowledge that many provisions of this Agreement would be affected if the County made material changes to its system of Land Use Fees, Gate Fees and Bin Disposal Fees. In the event material changes to this system are adopted by the County, such changes may trigger a Special Circumstances Rate Review pursuant to Section 9.5 of this Agreement.

### **ARTICLE 7 OPERATING ASSETS**

#### **SECTION 7.1. OPERATING ASSETS.**

(1) Obligation to Provide. The Contractor shall acquire and maintain at its own cost and expense, Operating Assets which in number, nature, and capacity shall be sufficient to

enable the Contractor to provide the Collection Services in accordance with the terms hereof and such assets shall be subject to inspection and interview by the City at any time.

(3) Vehicle and Equipment Identification. The Contractor's name, phone number, and vehicle or equipment number shall be visibly displayed in letters not less than three (3) inches in height on both sides of its Vehicles or other collection equipment used by the Contractor, as required by the City Code.

(5) Vehicle Specifications, Maintenance, and Appearance. All Vehicles shall be properly registered with the Department of Motor Vehicles of the State of California, shall be properly insured, shall be of a type approved by the City, shall be kept clean and in good repair, and shall be continuously maintained in a watertight condition. Vehicles used to collect or transport Agreement Waste shall be kept covered at all times except when such material is actually being loaded or unloaded, or when the Vehicles are moving along a collection route in the course of collection. All Vehicles shall carry a broom, shovel, and operable fire extinguisher. Agreement Waste Collection Vehicles shall be washed at least once every seven (7) days and cleaned and painted as required to maintain a clean appearance. All Vehicles must be made available for inspection upon reasonable notice by the City Manager.

(7) Spillage. Any cover or screen shall be so constructed and used that Solid Waste shall not blow, fall, or leak out of the Vehicle onto the street. In the event of a spill, leak, or loss of payload during transit, the Contractor shall immediately arrange for the clean-up and transportation of the payload to the Designated Disposal Facility at the Contractor's sole cost and expense, shall pay any resulting fines, assessments, penalties, or damages resulting therefrom, and shall indemnify and hold harmless the City from all Loss-and-Expense resulting therefrom.

(9) Computer System Compatibility. If the Contractor maintains records and data in an electronic form compatible with the City's computer system, the Contractor shall, at its cost and expense, if requested by the City, provide to the City any reports or data required by this Agreement on computer disc or other electronic format. Raw data may not be submitted as a substitute to the Contractor's obligation to provide various reports under this Agreement.

## **SECTION 7.2. OPERATION AND MAINTENANCE OF THE OPERATING ASSETS.**

The Contractor, at its cost and expense, shall at all times operate the Operating Assets properly and in a safe, sound, and economical manner; shall maintain, preserve, and keep the Operating Assets in good repair, working order, and condition; shall staff the Operating Assets with the appropriate number of hourly licensed and salaried employees consistent with good management practice; and shall make all necessary and proper repairs, replacements, and renewals, so that at all times the operation of the Operating Assets may be properly and advantageously conducted. The Contractor shall maintain the safety of the Operating Assets at a level consistent with Applicable Law, the Insurance Requirements, and prudent Solid Waste management practices.

**SECTION 7.3. PERFORMANCE BOND.**

The Contractor shall at all times during the term of this Agreement maintain on file with the clerk of the City Council a performance bond in a form approved by the City Manager. Such bond shall run to the benefit of the City and shall be in the amount of at least ten thousand dollars (\$10,000).

**SECTION 7.4. COMPLIANCE WITH APPLICABLE LAW.**

The Contractor shall comply with all Applicable Law relating to any aspect of the Collection Services or this Agreement, shall obtain and maintain all legal entitlements required for the Operating Assets and the Collection Services, shall comply with all valid acts, rules, regulations, orders, and directions of any Governmental Body applicable to the Operating Assets and the Collection Services provided hereunder, and shall pay all taxes in connection therewith. The Contractor shall keep all records indicating compliance required by the Federal Immigration and Control Act of 1986 and shall make such records available for inspection by the City Manager upon request.

**SECTION 7.5. TAXES AND UTILITY CHARGES.**

The Contractor shall pay all taxes lawfully levied or assessed upon or in respect of the Operating Assets or the Collection Services, or upon any part thereof or upon any revenues of the Contractor therefrom, and shall provide and pay the cost of all utilities necessary for the operation of the Operating Assets and the provision of the Collection Services, when the same shall become due.

**SECTION 7.6. INSURANCE ON OPERATING ASSETS.**

The Contractor shall at all times during the term of this Agreement, at its own cost and expense, obtain and maintain insurance on all the Operating Assets meeting the requirements set forth in Section 8.5. If any useful part of the Operating Assets shall be lost, damaged, or destroyed, the Contractor shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use to the extent required to perform the Collection Services in accordance with this Agreement.

**ARTICLE 8  
GENERAL REQUIREMENTS**

**SECTION 8.1. PUBLIC ACCESS TO THE CONTRACTOR.**

(1) Office Facilities. The Contractor shall establish and maintain an office within the County of Kern through which the Contractor's representatives may be contacted, unless otherwise approved by the City Manager.

(3) Office Hours. The Contractor's office hours shall be at a minimum, from 8:00 a.m. to 4:00 p.m. daily, except Saturdays, Sundays, and holidays. On Saturdays, Contractor shall be available by telephone to respond to Non-Residential customer inquiries, at a minimum, from 8:00 a.m. to 12:00 noon. These hours may be altered with the approval of the City.

(5) Emergency Telephone Number. The Contractor shall provide the City with an emergency telephone number for use by the City Manager, Mayor and Police Chief, outside normal business hours. The Contractor shall have a representative, or an answering service to contact such representative, available at the emergency telephone number during all hours other than normal office hours.

## **SECTION 8.2. SERVICE COMPLAINTS.**

(1) Complaints to Contractor. The Contractor shall maintain during office hours a complaint service and bilingual (English and Spanish) telephone answering system having an answering capacity satisfactory to the City Manager. All service complaints and billing complaints will be directed to the Contractor. Copies of all complaints shall be given to the City Manager upon request. The Contractor shall record all complaints in a log, including date, complaint name and address, and nature and resolution of complaint. This log shall be available for inspection by the City Manager during the Contractor's regular office hours. Copies thereof shall be furnished to the City Manager monthly. The Contractor shall use reasonable best efforts to attempt to contact the customer and resolve the complaint.

(3) Required Response to Complaints. The Contractor, within twenty-four (24) hours (during office hours) of its receipt of notice from a Customer or the City Manager of a failure to provide Solid Waste Collection Services as required by the terms of this Agreement, shall collect such Solid Waste, provided such Solid Waste is in Containers or is otherwise contained in a manner suitable for pickup by the Contractor's usual collection method and has been placed in the Designated Collection Location.

## **SECTION 8.3. ACCOUNTING AND RECORDS.**

(1) Maintenance and Audit of Records. The Contractor shall maintain in its principal office full and complete financial statements and accounting records. The gross receipts derived from the Collection Services under this Agreement, whether such services are performed by the Contractor or by a Subcontractor, shall be recorded as revenues in the accounts of the Contractor. Upon demand, the Contractor shall permit the Auditor-Controller of the City to examine and audit the books of account of the Contractor pertaining to rates billed, customer service levels, customer phone log/ complaint records and/or service routing at any and all reasonable times. Upon request, the Contractor shall allow the City Manager to examine the bin fee reports, the accounts receivable and the invoices pertaining to any fee or charge approved by the City Council for Solid Waste Collection Services provided under this Agreement. Such request shall be made at reasonable times and with reasonable notice.

In the event that a Special Circumstance rate adjustment is requested, such records shall be subject to audit in accordance with generally accepted auditing standards, and inspection, for the primary purpose of reviewing changes in costs to the Contractor attributable to the Special Circumstance request, at any reasonable time by an independent third party. Contractor recognizes the City of Kern Auditor-Controller as an independent third party for purposes of conducting this audit. Parties may agree to selection of the City of Kern Auditor-Controller if sufficient staff resources are available. The selection of the independent third party as well as the scope of work for such audit shall be approved in advance by the City Manager. The independent auditor shall provide any and all drafts of its audit to the City and the Contractor. The party requesting the Special Circumstance rate review shall bear the cost of the audit.

The Contractor shall maintain and preserve all cash, billing, and disposal records for a period of not less than five (5) years following the close of each of the Contractor's fiscal years and Contractor shall not intentionally shred or destroy cash, billing or disposal records without the prior written consent of the City Council. The Contractor shall obtain, not later than 120 days after the close of the Contractor's fiscal year, complete annual independently audited financial statements, including its balance sheet, statement of revenues and expenses, and statement of changes in cash position, and provide such financial data to the City Manager upon request. Any deviation from this subsection will require the written approval of the City Manager and may require approval by the City Council.

(3) Confidentiality. The City agrees to hold financial information delivered pursuant to this Section as confidential and shall not disclose the same unless and to the extent disclosure is required pursuant to Applicable Law.

#### **SECTION 8.4. PERSONNEL AND SUBCONTRACTORS.**

(1) Employment Practices. The Contractor shall at all times maintain and follow employment practices in accordance with all state and federal laws and regulations, and shall indemnify the City for any Legal Proceeding relating to its noncompliance with such laws or regulations.

(3) Non-Discrimination. In the performance of the terms of this Agreement, the Contractor agrees that it will not engage in nor permit such Subcontractors as it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as a qualified individual with a disability. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

(5) Personnel. The Contractor shall employ personnel sufficient in number, training, experience, and capability to ensure that the Collection Services are properly carried out. Contractor's personnel assigned to regularly work in the city shall be fingerprinted and undergo a background check. Any Contractor personnel that have had a felony conviction or a conviction for a theft related crime shall not be assigned to work in the city.

(7) Subcontractors. The Contractor shall not utilize any Affiliates or Subcontractors for the performance of the Collection Services except with the consent of the City, which may be withheld or delayed if the City Manager determines that such consent is not in the best interest of the public health, safety, or general welfare. In the event Subcontractors are utilized, the Contractor shall provide the City with direct access to a designated representative from the Subcontractor, such designation not to be changed without prior approval of the City, except in cases of termination of the employee. The parties acknowledge the City's direct contact with any Subcontractors in no way eliminates the Contractor's responsibility to fulfill its obligations under this Agreement.

#### **SECTION 8.5. INSURANCE REQUIREMENTS.**

The Contractor, in order to protect the City and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage

as result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. The Contractor shall deliver to the City Manager proof of compliance with these requirements within thirty (30) days after expiration of current coverage and shall deliver proof of future coverage no later than the date of expiration of such coverage. Contractor shall pay any deductibles and self-insured retentions under all required insurance policies, as follows:

(1) Worker's Compensation Insurance Requirement: Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.

In signing this Agreement, Contractor makes the following certification, required by section 1861 of the Labor Code:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Collection Services under this Agreement."

Contractor shall require any sub-contractors to provide workers' compensation for all of the sub-contractors', unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in performance of Collection Services under this Agreement is not covered by Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

(3) Liability Insurance Requirements: Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for Liability arising out of Contractor's performance of Collection Services under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence and aggregate five million dollars (\$5,000,000);
- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of Collection Services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence and aggregate five million dollars (\$5,000,000). Such insurance shall be provided by a business or commercial vehicle policy;

The commercial General Liability Insurance required in this subparagraph (b) shall include an endorsement naming the City and the City's officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.

If any of the insurance coverages required under this Agreement is written on a claims-made basis, the insurance policy shall provide and extended reporting period of not less than four (4) years following the termination of this Agreement or completion of Collection Services specified in this Agreement, whichever is later.

Prior to Contractor commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the City by Certificate of Insurance. Receipt of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements set forth above.

(5) Cancellation of Insurance. The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor obligations under this Agreement, and shall not be reduced, modified, or canceled without (30) days prior written notice to the City Manager. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the contractor" shall not be included in the cancellation wording of all Certificates of Insurance or any coverage for City and City's board members, officials, agents, and employees. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

(7) Insurance Company Rating. All insurance shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line of Insurers in the State of California, with an assigned policyholder's Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Manager.

(9) Self-Insurance. If the Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, the Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The City Manager shall not accept such coverage unless the City Manager determines, in his sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

(11) Primary Insurance. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by the City. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

(13) No Limitations of Remedies. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the

insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

(15) Failure to Maintain Coverages. The parties agree that at any time during the term of this Agreement, Contractor's failure to provide the City Manager with a certificate of insurance, or binder, shall constitute an event of default as provided in Section 10.1, provided notice of default has been sent to Contractor and Contractor has failed to provide the required certificate within fifteen (15) days from receipt of the notice. In such circumstances, the City, at its sole option may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, the City Manager may purchase such required insurance coverage, and without further notice to Contractor, City shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by the City for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Contractor agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

Contractor agrees that Contractor shall not operate within the City at any time that the required insurance is not in full force and effect as evidenced by a certificate of insurance or official binder being in the possession of the City Manager. In no event shall assurances by Contractor, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The City Manager will only accept valid certificate of insurance, or insurance binder as adequate evidence of insurance. Contractor also agrees that upon cancellation, termination, or expiration of Contractor's insurance, the City Manager may take whatever steps are necessary to interrupt any operation of Contractor within the City until such time as the Agreement is reinstated by the City Manager.

The City Manager shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the City Manager, insurance provisions in this Agreement do not provide adequate protection for the City and members of the public within the City, the City Manager may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The City Manager's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The City shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the City incorporating such changes within thirty (30) days of receipt of notice, this Agreement shall be in default without further notice to Contractor.

## **ARTICLE 9 RATES AND RATE REVIEW PROCESS**

### **SECTION 9.1. CONTRACTOR TO COLLECT NON-RESIDENTIAL FEES.**

(1) Generally. The Contractor shall perform the responsibilities and duties described in this Agreement in consideration of the right to charge and collect fees from Non-Residential Generators of City Solid Waste and for collection and disposal services

rendered, at rates fixed by the City (Appendix 1). The Contractor does not look to the City for payment of any sums for Nonresidential Collection Services under this Agreement.

(3) Billing. The Contractor shall render a statement (a "Billing Statement") to each Non-Residential customer by the fifteenth (15th) day of the month or quarterly, which Billing Statement shall set forth a calculation of the applicable rates for the month in which the Billing Statement is rendered. Such rates shall be due to the Contractor within twenty (20) days of the date of the Billing Statement. The Contractor shall be responsible for determining and maintaining the Customer name, service address, billing address and all other pertinent Customer account data.

(5) Delinquent Accounts. The Contractor shall be responsible for collecting Non-Residential rates. The Contractor shall be responsible for implementing its own collection methods, provided that whatever steps are taken in regard to delinquent accounts comply at a minimum with the following steps:

- (a) The Contractor shall notify the Customer in writing when the bill is ten (10) or more days overdue that stop service will be initiated forty-five (45) days after the date of the initial Billing Statement payment is not made.
- (b) The Contractor shall stop service when the Customer has not paid within forty-five (45) days of the date of the initial Billing Statement.
- (c) The Contractor shall remove the Solid Waste Container within two (2) weeks from the date stop service is initiated.
- (d) The Contractor shall refer the delinquent account to a collection agency or seek legal remedies in small claims court fifteen (15) days after removal of the Container.

**SECTION 9.2. RESIDENTIAL SERVICE CHARGES TO BE ON PROPERTY TAX BILL.**

(1) Generally. The Contractor shall perform the responsibilities and duties described in this Agreement in consideration of the revenue generated by the Residential Service Charges paid by Generators of City Solid Waste from Residential Premises and for collection and disposal services rendered, at rates fixed by the City. The Contractor looks to the City for payment of any sums for Residential Collection Services under this Agreement.

(3) Residential Rate Approval and Billing Process.

- (a) Each Agreement Year, the City shall establish the Schedule of Solid Waste Collection Service Charges for Residential Premises Use Codes (Appendix 1) in time to complete the procedures needed to comply with Proposition 218 and the Special Assessment Critical Dates schedule provided by the County Tax Collector.

- (b) Contractor shall assist City staff to prepare forms as may be required by the County Tax Collector to place Solid Waste Collection Service Charges for Residential Premises on the tax roll for all parcels that have a Residential Use Code and are located in the City.
- (c) City shall forward said forms to the County Tax Collector as required to meet the deadlines in the Special Assessment Critical Dates schedule provided by the County Tax Collector.

(4) Payments to Contractor for Residential Service. As the City receives payments from the County Tax Collector for Solid Waste Collection Service Charges for Residential Premises, the City shall make payments to the Contractor within twenty-one (21) business days, in an amount equal to the amount the City received from the Tax Collector, for services provided by the Contractor to Residential Premises. The Parties acknowledge that payments from the Tax Collector will vary greatly from month to month and the amount of payment in any given month will not be equal to the value of the service provided in that month. Some months the payment will be higher and some months the payment will be lower. Contractor is not entitled and City shall not be required to pay any additional amount to Contractor to make up for shortfalls in any given month, and City's payment to Contractor shall not be adjusted downward in any given month. However, in the event this Agreement is terminated, City's payments to Contractor shall be prorated in such a way that Contractor's total payments received within the last year of the Agreement are equal to the total value of the service provided to Residential Premises.

### **SECTION 9.3. RATES AND SERVICE CHARGES.**

(1) Non-Residential Base Rate. The Non-Residential Base Rates are those set forth on Appendix 1, unless modified as a result of a Special Circumstance rate review and subject to confirmation by the City Council at a noticed, public hearing pursuant to the City Codes, commencing with the Agreement Date, and continuing until a new Non-Residential Base Rate is approved by the City Council. However, the Contractor may charge a lesser amount than the Non-Residential Base Rates set forth herein, provided that such lesser amount is assessed on a uniform basis to all accounts.

(3) Solid Waste Collection Service Charges for Residential Premises. The Solid Waste Collection Service Charges for Residential Premises are those rates set forth on Appendix 1, unless modified as a result of a Special Circumstance rate review and subject to confirmation by the City Council at a noticed, public hearing pursuant to the City Codes and Proposition 218, commencing with the first day of July, 2016, and continuing until a new Solid Waste Collection Service Charge for Residential Premises approved by the City Council.

### **SECTION 9.4. ADJUSTMENTS TO RATES AND SERVICE CHARGES**

(1) Adjustment For Changes In CPI. Both the Non-Residential Base Rate and the Solid Waste Collection Service Charges in Appendix 1 shall be adjusted annually based on changes in the Consumer Price Index (CPI) for the Los Angeles, Long Beach, Riverside area. The CPI adjustment shall be calculated in January of each year and shall be based on the CPI for the previous calendar year (ending in December). CPI adjusted Non-Residential Base Rates shall take effect on April 1 of each year and CPI adjusted Solid Waste Collection Service Charges for Residential Premises shall take effect on July 1 of each year. Regardless

of the actual CPI for any one year, the maximum CPI adjustment that may be granted under this Agreement is 5% in any one-year period. All rate adjustments shall be subject to the approval of the City Council.

A CPI Adjustment shall not be granted if any of the following occurred in the 12 months prior to April 1 of each year:

- (a) The City of Arvin was included in a federal disaster declaration.
- (b) The Per Capita Income for the City of Arvin, as reported by the California Department of Labor decreased from the previous year more than three times the CPI.

(3) Adjustment For Changes In Designated Disposal Facilities And Fees. In the event the City or the County require the Contractor to transport City Solid Waste or organics recycling to a Designated Disposal Facility that is further away than the facility originally designated herein or if the new Designated Disposal Facility requires the payment of a tipping fee that is not consistent with the County's current Residential Land Use Fee, Gate Fee and Bin Disposal Fee system, then the Base Rate for Collection Services shall be adjusted by the City to reflect the actual impact of such change.

#### **SECTION 9.5. SPECIAL CIRCUMSTANCE RATE REVIEW.**

Should an event or circumstance arise which negatively impacts the economics of operating pursuant to this Agreement, at its option, the Contractor may request a Special Circumstance Rate Review. The City may also initiate a Special Circumstance rate review at its option. A rate adjustment due to Special Circumstances may be approved at the option of the City Council if:

- (1) It is necessary for the Contractor to make a substantial change in its operation, or substantial capital investment in order to perform its obligations under this Agreement, or
- (2) Changes to operations are mandated by the City, or
- (3) Changes in law, regulations, taxes or Designated Disposal Sites occur which affect the Contractor's expenses, or
- (4) Fees are levied or imposed by the City or any state or federal agency in excess of amounts charged for such fees on the date of this Agreement.

If the Contractor experiences a substantial increase or decrease in the size of the City and the Contractor believes that such increase or decrease represents an economic hardship, the Contractor may request a Special Circumstance Rate Review, but in no event before four (4) years from the Agreement Date.

The rate adjustment after a Special Circumstances rate review may result in a rate increase, a rate reduction, or no change in rates. All pertinent information must be submitted to City Manager for review and subsequent approval by the City Council. The costs of a Special Circumstance rate review shall be borne by the party requesting such review.

**SECTION 9.6.            PUBLICATION OF RATES.**

The Contractor shall provide written notice to Non-Residential Customers of Non-Residential rate changes. Such written notice shall be delivered to all Non-Residential Customers as part of quarterly or monthly billing statement which Contractor sends to Customers at least one billing period before the new Non-Residential rates take effect.

**ARTICLE 10  
DEFAULT, REMEDIES AND TERMINATION**

**SECTION 10.1.        DEFAULT AND REMEDIES.**

- (1)    Events of Default. Each of the following shall constitute an Event of Default:
- (a)    Any transaction, without any requirement of notice or cure opportunity, not complying with the requirements of Section 3.4 hereof.
  - (b)    The failure by the Contractor for any reason to deliver to the Designated Disposal Facility Non-Diverted City Solid Waste in an amount equal to 5 tons (on a consecutive or cumulative basis throughout the term of this Agreement) of City Solid Waste collected by the Contractor, without any requirement of notice or cure opportunity.
  - (c)    Failure or refusal of the Contractor to perform any term, covenant, obligation or condition in this Agreement other than a failure or refusal described in items (a) or (b) above, except that no such failure or refusal shall give the City the right to terminate this Agreement under this Section unless:
    - i.      The City has given prior written notice to the Contractor, stating that a specific failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Contractor and which will, in its opinion, give the City a right to terminate this Agreement for cause under this Section unless such default is corrected within fifteen (15) days, and
    - ii.     The Contractor has neither challenged in an appropriate forum the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within such fifteen (15) day period from receipt of the notice given pursuant to the clause (a) of this subsection (but if the Contractor shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for as long as the Contractor is continuing to take such steps to correct such default).
  - (d)    The written admission by the Contractor that it is bankrupt, or the filing by the Contractor of a voluntary petition under the Federal Bankruptcy

Code, or the consent by the Contractor or either Guarantor to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Contractor or either Guarantor of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of the Contractor's property or business.

- (e) The final adjudication of the Contractor as bankrupt after the filing of an involuntary petition under the Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Contractor nor until the order of the adjudication is no longer appeal able.
- (f) The failure of the Contractor to provide or maintain the Performance Bond required pursuant to Section 7.3 hereof or to maintain insurance required pursuant to Section 8.5.

(3) Right to Terminate Upon Default. Upon a determination by the City Manager that an Event of Default has occurred, the City Council shall conduct a hearing upon ten (10) days notice to the Contractor to determine if termination of the Agreement is in the best interests of the public health, safety, and general welfare of the citizens of the City. If the fact finder makes such a determination, the Contractor shall be deemed to have waived any right it may have under Applicable Law to notice of termination in excess of those notice provisions explicitly set forth herein.

(5) City's Remedies Cumulative; Specific Performance. The City's right to terminate this Agreement under this Section 10.1 is not exclusive, and the City's termination of the Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the City may have, including but not limited to specific performance, and fees and expenses incurred by or on behalf of the City in enforcing payment or performance of the Contractor's obligations hereunder if such non-performance results in a judicially determined Event of Default by the Contractor.

## **SECTION 10.2. LIQUIDATED DAMAGES.**

(1) In addition to any other remedies provided for in this Agreement, the City Manager may levy a charge in the amounts listed below for the Contractor's failure to meet the requirements enumerated below. The City Manager's decision to levy such a charge shall not be deemed an election of remedies, but shall be cumulative with any other remedies provided for in this Agreement. The City Manager's decision not to levy any such charge shall not be deemed a waiver of any breach by Contractor under this Agreement. The Parties agree that the following liquidated damages represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date of the Agreement, including the relationship of the sums to the range of harm to the City that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult

with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was entered into.

- (a) Excessive complaints. When Contractor or the City Manager receives complaints from more than one percent (1%) of its client base within a one (1) month period, Contractor will be assessed \$25 per complaint per occurrence during that period; and an additional \$25 each 24 hours until the complaint is addressed. For purposes of this section, "complaints" shall mean substantive and credible Customer notifications to the Contractor or the City Manager of missed pickups, property damage, missed commitments, employee misconduct or poor quality of service (e.g. litter on property or public right-of-way or misplacement of Containers). Any complaints that are deemed by the City Manager to be retaliatory or not directly affecting the party making the accusation will not be accounted for in the "complaint fee" accounting.
- (b) Failure to remit bin fees, or file the required reports related to the collection of bin fees in an accurate and complete manner by the fifth working day following the due date of such fees or reports: \$50 per day for the first five days, then \$500 per day.
- (c) Failure to file any other required report with the City: \$100 per occurrence.
- (d) Failure to charge a Customer the approved rate: \$50 per occurrence where the number of customers overcharged is less than 25; \$500 per occurrence where the number of customers overcharged is 25 or more.
- (e) Collection outside permitted hours: \$100 per occurrence.
- (f) Failure to make records required under this Agreement available to the City within
- (g) Three business days of a notice from the City: \$1,000 per occurrence, plus the City's actual costs for attorney fees, fines or penalties that occurred as a consequence of Contractor's failure to provide records as required under this Agreement.

(2) In the event the liquidated damages permitted to be imposed under this Section exceed \$5,000 at any time or the Contractor has violated the requirements for a particular service indicator more than four (4) times in an Agreement Year, the City Manager shall obtain the approval of the City Council prior to the imposition of liquidated damages. In the event the approval of the City Council is required, the City Council may impose an additional penalty of 25% of the original amount of liquidated damages.

(3) The City shall give the Contractor written notice of charges levied pursuant to this Section. Any such damages shall be paid directly to the City, and may not be included by the Contractor as justification for an upward adjustment in the rate schedule or offset against any fees.

(4) The decision of the City Manager shall be final and binding on the Contractor unless the Contractor files with the Clerk of the City Council a Notice of Appeal within fifteen (15) days of receipt of the City Manager's decision. The Notice of Appeal shall be in writing and shall contain a detailed statement of the basis for the appeal. Upon receipt of the Notice of Appeal, the Clerk of the City Council shall set the matter for a public hearing within thirty (30) days. The Clerk of the City Council shall give the Contractor and any interested person requesting the same, ten (10) days written notice of the time and place of the hearing. At the hearing, the City Council shall determine, based on the record, the appropriate action to be taken. The decision of the City Council shall be final and conclusive.

### **SECTION 10.3. UNCONTROLLABLE CIRCUMSTANCES.**

(1) Excuse From Performance. In the event that a party is prevented from performing its obligations under this Agreement by an Uncontrollable Circumstance, it shall not constitute a default of this Agreement, so long as the party in good faith has used its best efforts to perform its respective obligations.

The party claiming excuse from performance shall, within five (5) days after such party has notice of the effect of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Specifically, such information shall include the following:

- (a) the Uncontrollable Circumstance and the cause thereof (to the extent known);
- (b) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed;
- (c) its estimated impact on the other obligations of such party under this Agreement; and
- (d) potential mitigating actions which might be taken by the Contractor or City and any areas where costs might be reduced and the approximate amount of such cost reductions.

While the delay continues, the Contractor or City shall give daily notice to the other party updating the information previously submitted.

In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

(3) City's Right To Terminate. The partial or complete interruption or discontinuance of the Contractor's services caused by one or more of the events described in this Section shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing its obligations hereunder because of any Uncontrollable Circumstance, the City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving sixty (60) days notice.

(5) Work Stoppages Not an Event of Default. Notwithstanding anything in this Agreement to the contrary, any strikes, work stoppages, or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor's Subcontractors in connection with the Operating Assets or the Collection Services and which last beyond seven (7) days shall not constitute an Event of Default under Section 10.1. However, in the event of such occurrence which prevents or diminishes the ability of Contractor to collect, transport and dispose of any or all the City Solid Waste which it is obligated under this Agreement to collect, transport or dispose of for a period of more than seventy-two (72) hours, and if as a result thereof, City Solid Waste shall accumulate in the Franchise Area to such an extent, in such a manner, or for such a time that the City Manager, in his or her discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, upon twenty-four (24) hours notice to Contractor, to contract on a temporary basis with third parties to collect and transport any and all City Solid Waste which Contractor would otherwise be obligated to collect and transport pursuant to this Agreement. Contractor agrees that in such event, it will fully cooperate with City and its third-party contractor to affect such transfer of operations in as smooth and efficient a fashion as is practicable. All costs, fees, rates or other expenses incurred by City and/or its third-party contractor that exceed those that would have been incurred by City had no such emergency arisen shall be the responsibility of the Contractor and shall be paid to City within thirty days of receipt of written notice to pay.

#### **SECTION 10.4. RIGHT TO DEMAND ASSURANCES OF PERFORMANCE.**

If the City believes in good faith that the Contractor's ability to perform under the Agreement has been placed in substantial jeopardy by one of the events enumerated below, the City may, at his option and in addition to all other remedies the City may have, require that Contractor provide City Manager with sufficient proof that none of the events enumerated below will in fact impair Contractor from performing its obligations under the Agreement:

- (1) Contractor is the subject of any labor unrest, including work stoppages or slowdown, sick-out, picketing, or other concerted job action;
- (2) Contractor appears, in the reasonable judgment of the City, to be unable to regularly pay its bills as they become due;
- (3) Contractor is the subject of a civil or criminal judgment or order entered by a federal, state, regional, or local agency for violation of an environmental law, or

If the Contractor fails or refuses to provide to the City adequate information to establish its ability to perform within thirty (30) days, such failure or refusal shall be an Event of Default for purposes of Section 10.1(1).

The Contractor shall file a statement of ownership and management at such times as may be requested by the City, and shall verify the same as being true under penalty of perjury. Failure to comply with this paragraph within thirty (30) days from the date of the City's request shall constitute an Event of Default.

**SECTION 10.5. WAIVERS OF DEFENSES.**

In order to ensure the non-interruption of a vital public service, except as provided in Section 10.3, the Contractor acknowledges that it is solely responsible for providing the services described herein, and hereby irrevocably waives the following defenses to the payment and performance of its obligations under this Agreement: any defense based upon failure of consideration, contract of adhesion, impossibility or impracticability of performance, commercial frustration of purpose, or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency that may be a basic assumption of the Contractor with regard to any provision of this Agreement.

**SECTION 10.6. TERMINATION WITHOUT CAUSE.**

The City may terminate this Agreement without cause. The City shall provide 36 months (3 years) prior written notice to Contractor of its intent to terminate without cause.

**SECTION 10.7. CITY'S PURCHASE OF CONTAINERS UPON TERMINATION.**

In the event this Agreement is terminated prior to the date set forth in Section 3.2, or upon completion of the term of this Agreement, the City shall purchase from the Contractor, all the 96 gallon refuse, greenwaste and recycling containers the Contractor has provided pursuant to this Agreement. The City shall pay the designated rate per container and accounted amount of containers outlined in Appendix 3.

**ARTICLE 11  
RESOLUTION OF DISPUTES**

**SECTION 11.1. NON-BINDING MEDIATION.**

Should a dispute arise with respect to the performance and obligations of the Parties hereunder, at any time during the term of this Agreement, the provisions of this Section shall apply. Either Party shall give the other written notice of such dispute. Such notice shall specify a date and location for the Parties to meet and confer in good faith to resolve any dispute that may arise. In the event such dispute cannot be resolved by the parties themselves within 30 days of such notice, either Party may propose the appointment of a mediator. If the other Party is in agreement, both Parties may refer the matter in dispute to such mediator for advice and non-binding mediation. If the mediator is unable, within 30 days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, the matter may be referred by either party to a Court of competent jurisdiction.

**ARTICLE 12  
MISCELLANEOUS PROVISIONS**

**SECTION 12.1. INDEMNIFICATION.**

(1) Generally. The Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liabilities arising out of this Agreement or connected with the performance or attempted performance of provisions hereof, including, but not limited to (1)

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any act or omission to act on the part of the Contractor or its agents, employees, or Subcontractors directly responsible to it, except to the extent such liabilities are due to the active negligence or willful act of the indemnified parties, (2) the collection, transportation, handling, storage, or disposal (by the Contractor at the designated sites) of City Solid Waste or Recyclable Materials, except to the extent such liabilities are due to the active negligence or willful act of the indemnified parties, (3) any Contractor breach, (4) any claim for any finder's or brokerage fee or other commission resulting from any services alleged to have been rendered to or performed on behalf of the Contractor with respect to this Agreement or any of the transactions contemplated hereby, (5) any action taken by the City pursuant to its rights under Section 10.1 hereof upon a failure to collect, transport or dispose of City Solid Waste, (6) the performance or non-performance of the Contractor's obligations under this Agreement and (7) Contractor's failure to comply with Applicable Law, including and relating to the Contractor's preparation and submissions of its bid for award of the Agreement. Without limitation, the indemnification provided for in this Section shall include any Loss-and-Expense related to or arising from CERCLA or any similar or related Applicable Law.

(3) SB 1016 or AB 1826. The Contractor shall also defend and indemnify the City for any fines or penalties imposed by the Cal Recycle, its agents, or successor agency in the event that the Contractor's delays in providing information or reports prevent the City from submitting reports or attaining goals in a timely manner as required by the Cal Recycle.

(5) Third-Parties. These indemnification provisions are for the protection of the City only and shall not create, of themselves, any liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

## **SECTION 12.2. RELATIONSHIP OF THE PARTIES.**

Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contract obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The Contractor is an independent Contractor and Agreement holder and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

## **SECTION 12.3. NOTICE TO PARTIES.**

All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (95) days after deposit. A party may change the address to which notice is given by giving notice as provided herein.

To City:                      City Manager  
   City of Arvin  
   200 Campus Drive  
   Arvin, California 93203

To Contractor: Jon M. Price  
Mountainside Disposal, Inc.  
8665 South Union  
Bakersfield, California 93307

**SECTION 12.4. ACTIONS OF THE CITY IN ITS GOVERNMENTAL CAPACITY.**

Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the City in its governmental or regulatory capacity, or as limiting the right of the Contractor to bring any legal action against the City, not based on this Agreement, arising out of any act or omission of the City in its governmental or regulatory capacity.

**SECTION 12.5. SECTION 12.5. BINDING EFFECT.**

This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions hereof.

**SECTION 12.6. SECTION 12.6. AMENDMENTS.**

Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

**SECTION 12.7. SECTION 12.7 SUPERSEDES PREVIOUS AGREEMENTS.**

This Agreement supersedes and replaces any previous agreements between Contractor and the City.

**SECTION 12.8. SECTION 12.7. FURTHER ASSURANCE.**

Each party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**

CITY OF ARVIN, a municipal corporation

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

**ATTEST:**

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

**APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP**

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

**CONTRACTOR:**

MOUNTAINSIDE DISPOSAL, INC., a California corporation

\*By: \_\_\_\_\_

Name:  
Title:

\*By: \_\_\_\_\_

Name:  
Title:

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

**Attachments:**

- Appendix 1- Schedule of Solid Waste Collection Service Charges
- Appendix 2 - Example of Monthly Operational Fee Calculation
- Appendix 3 - Container Purchase Calculation

**Appendix 1**

**CITY OF ARVIN  
SCHEDULE OF SOLID WASTE COLLECTION SERVICE CHARGES  
Effective November 1, 2016 (Ten Year Agreement, with two-five year options)**

Services		Approved Rates Fiscal Year 2015/16			
Container Size (cy=cubic yards, gal.=gallons)	Collection Frequency (per week)	Collection Charge (per month unless otherwise noted)	Bin Rental Fee (per month)	KCWM Gate Fee	Total Charge (per month)
<i>Residential Refuse collection</i>					
96 gal.	1	\$20.11	N/A	N/A	\$20.11
96 gal.	Additional Cart	\$4.88	N/A	N/A	\$4.88
<i>Commercial Refuse collection</i>					
1.5 cy	1	\$44.38	\$18.50	\$15.20	\$78.08
2 cy	1	\$52.41	\$18.50	\$20.26	\$91.17
3 cy	1	\$61.76	\$18.50	\$30.40	\$110.66
1.5 cy	2	\$69.17	\$18.50	\$30.40	\$118.07
2 cy	2	\$77.83	\$18.50	\$40.53	\$136.86
3 cy	2	\$110.01	\$18.50	\$60.79	\$189.30
1.5 cy	3	\$100.07	\$18.50	\$45.59	\$164.16
2 cy	3	\$115.93	\$18.50	\$60.79	\$195.22
3 cy	3	\$147.83	\$18.50	\$91.19	\$257.52
1.5 cy	4	\$154.59	\$18.50	\$60.79	\$233.88
2 cy	4	\$197.10	\$18.50	\$81.06	\$296.66
3 cy	4	\$268.65	\$18.50	\$121.59	\$405.74
1.5 cy	5	\$193.24	\$18.50	\$75.99	\$287.73
2 cy	5	\$230.84	\$18.50	\$101.32	\$350.66
3 cy	5	\$309.16	\$18.50	\$151.98	\$479.64
<i>Additional collection requests</i>					
1.5 cy	N/A	\$30.87	N/A	\$3.51	\$34.38
2 cy	N/A	\$38.92	N/A	\$4.68	\$43.60
3 cy	N/A	\$48.26	N/A	\$7.02	\$55.28
<i>Other Commercial Service</i>					
96 gal.	1	\$18.74	N/A	\$4.72	\$23.46
96 gal.	2	\$23.51	N/A	\$9.44	\$32.95
<i>Commercial Recycling Rates</i>					
96 gal.	1	\$6.40	\$18.50	N/A	\$24.90
96 gal.	2	\$12.84	\$18.50	N/A	\$31.34
300 gal.	1	\$17.84	\$18.50	N/A	\$36.34
300 gal.	2	\$35.70	\$18.50	N/A	\$54.20
<i>Commercial Recycling Rates</i>					
Size of bin varies based on material collected	N/A	\$231.92 per dump	\$196.38	Varies	\$106.93 Delivery Fee

**Appendix 2**

**EXAMPLE OF MONTHLY OPERATIONAL FEE CALCULATION**

The table below illustrates the method the Contractor shall use to calculate the Monthly Operational Fee. These amounts will vary based on the actual amount of service the Contractor provided in any given month. The rates per residential and commercial refuse service billed used in this example are the base rates effective on the date of this Agreement. The refuse roll-off and compactor operations fee will be adjusted at whatever rate the City approves to adjust the roll-off and compactor dump rate.

**City of Arvin Operation Fee – Month 20XX**

Number of 96 Gallon Tan Refuse Carts at Residential Premises in the Previous 7/1/20XX Roll Month	3,593	3,593 Residences as of Report & Residences Direct Billed
<hr/>		
Monthly Operational Fee Rate/Residential Premises	\$3.38	
<hr/>		
Current Monthly Operational Fee for Residential Premises	<b>\$12,144</b>	
Number of Cubic Yards of Capacity for bulk Containers at Multiple Unit Report Dwellings in the Previous Month	1,732	Arvin Apartment Cubic Yardage
<hr/>		
Monthly Operational Fee Rate/Residential Cubic Yard	\$1.80	
<hr/>		
Number of Cubic Yards of Capacity For Containers at Non-Residential Premises in the Previous Month	<b>\$3,118</b>	
Number of Cubic Yards of Capacity For Containers at Non-Residential Premises in the Previous Month	3,383	
<hr/>		
Monthly Operational Fee Rates/ Residential Cubic Yard	\$1.80	
<hr/>		
Current Monthly Operational Fee for Multiple Unit Dwellings On Bulk container Service in the Previous Month	<b>\$6,089</b>	
<b>Total Monthly Operational Fee the Previous Month 7/1/XXXX to 7/31/XXXX</b>	<b>\$21,351</b>	Faxed & Mailed 8/17/XX-Copies to Finance

### Appendix 3

#### CONTAINER PURCHASE CALCULATION (Ten Year Agreement)

##### A) Purpose

The Parties acknowledge the Contractor has and will continue to make a capital investment by providing 96 gallon refuse, greenwaste and recycling containers to Waste Generators in the City of Arvin. The Parties further acknowledge that it is not practical or desirable for the Contractor to remove these containers upon termination of this Agreement. Furthermore, the City acknowledges its interest in maintaining uninterrupted service would be best served by acquiring the containers from the Contractor upon termination of this Agreement. Therefore, the intent of the container purchase calculation in this Appendix is to provide an equitable means of compensating the Contractor for the capital investment made in the containers and to allow the containers to become the property of the City, upon termination of this Agreement.

##### B) Purchase Price

The Contractor and the City agree to a flat rate of \$15.00 per 96 gallon cart in use regardless of age or condition. The current market rate price for 96 gallon carts including tax, load delivered, assembled and delivered to the customer address is approximately \$65 per cart. The flat rate of \$15 represents approximately 23% cost of the new replacement cost.

##### C) Calculation of number carts to be purchased

The total cart count will be determined by the sum total of the following two categories:

1. Current number of City residential units on Kern County tax roles for refuse service, multiplied by three 96 gallon carts per address (Refuse, Green waste Recycle)

Example: 3587 (residential units on tax rolls) x 3 (carts per address) = 10,761 carts (96 gallon in size) to be purchased. 10,761 carts x \$15.00 = \$161,415 (category 1 subtotal).

2. Number of carts currently under billable service under Contractor (residential non-tax role or commercial). This list will be provided by the Contractor and can be verified through field checks by the City at its discretion. List would include any 96 gallon Refuse, Green waste or Recycle carts.

Example: 572 (96 gal carts under billable service by Contractor) x \$15.00 (price per cart) = \$8,580 (category 2 subtotal).

3. The sum of these two categories would then equal the total purchase price.

Example: Purchase total including categories 1 and 2 would be \$161,415 (category 1 subtotal) + \$8,580 (category 2 subtotal) = \$169,995 (total cart purchase price).



**CITY OF ARVIN  
Agenda Report**

**Meeting Date:** November 1, 2016

**TO:** Arvin City Council  
**FROM:** Alfonso Noyola, City Manager  
**SUBJECT:** Consideration and Approval of a Resolution Adopting a Second Amendment to the Contract Services Agreement by and between the City of Arvin, a Municipal Corporation and QK, Inc. (formerly Quad Knopf), for City Engineer Services

**BACKGROUND:**

The City entered into an agreement with Quad Knopf, Inc. (now “QK Inc.”) to provide engineering services to the City and engineering services for the Campus Drive Rehabilitation Project (“Agreement”) in November of 2013, which was amended in 2014. Under the Agreement the City can use QK’s engineering services for public works at a 10% discount for a limited period of time.

The Agreement will expire in November, and unless it is further amended, the City will not have an agreement in place with the City Engineer. To ensure that engineering services continue to be provided without interruption of City business, the Second Amendment is being presented to the City Council for approval. Among others, the Second Amendment:

1. Extends the term of the Agreement through November 5, 2018.
2. Includes an expanded scope of services for the City, including grant writing.
3. Maintains a 10% discount for services, and requires that all Task Orders be approved by the City Council.
4. Provides from an update to the FY 2016 Capital Improvements Plan (CIP) and future 2017 and 2018 CIP.
5. Updates the names of the City Engineer and Assistant City Engineer.

**FINANCIAL IMPACT:**

Approval of the Second Amendment will not have a direct fiscal impact. Fiscal impacts for future task orders brought under the Second Amendment will be provided at the time of approval.

**RECOMMENDATION:**

Staff recommends that City Council approve the Resolution adopting the Second Amendment to Contract Services Agreement by and between the City of Arvin, a Municipal Corporation and QK, Inc., for City Engineer Services.

**ATTACHMENTS:**

1. Second Amendment to Contract Services Agreement by and between the City of Arvin, a Municipal Corporation and QK, Inc., for City Engineer Services.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING THE SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARVIN, A MUNICIPAL CORPORATION AND QK, INC., FOR CITY ENGINEER SERVICES**

**WHEREAS**, the City of Arvin (“City”) and Quad Knopf, Inc., entered into that certain Contract Services Agreement (Agreement No. 2013-22) dated on or about November 5, 2013 (“Agreement”) whereby Quad Knopf, Inc. agreed to provide City Engineering Services to the City and engineering services for the Campus Drive Rehabilitation Project; and

**WHEREAS**, City and Quad Knopf, Inc. entered into a First Amendment to Contract Services Agreement (Agreement No. 2014-02) on February 5, 2014 (“First Amendment”) whereby City and Quad Knopf, Inc. included additional terms into Exhibit “F” of Agreement that Caltrans deemed necessary to pay Consultant for engineering services on the Campus Drive Rehabilitation Project; and

**WHEREAS**, Quad Knopf, Inc. subsequently changed its name to “QK, Inc.” and

**WHEREAS**, City and QK Inc. now desire to update and amend the Agreement as amended by the First Amendment.

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

1. The City Council of the City of Arvin approves the “Second Amendment To Contract Services Agreement By And Between The City Of Arvin, A Municipal Corporation And QK, Inc., For City Engineer Services” attached as Exhibit “A,” and authorizes the Mayor to execute the same on behalf of the City of Arvin.

2. The City Council finds that this approval is in the best interests of the City of Arvin.

3. This resolution shall be effective upon 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 01<sup>st</sup> day of November, 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: Second Amendment To Contract Services Agreement By And Between The City Of Arvin, A Municipal Corporation And QK, Inc., For City Engineer Services.

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

AGREEMENT NO. \_\_\_\_\_

**SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARVIN, A MUNICIPAL CORPORATION AND QK, INC., FOR CITY ENGINEER SERVICES**

This Second Amendment to Contract Services Agreement by and Between the City Of Arvin, a Municipal Corporation and QK, Inc., for City Engineer Services ("Second Amendment") is effective as of the 6th day of November, 2016.

**RECITALS**

WHEREAS, the City of Arvin ("City") and Quad Knopf, Inc., ("Consultant" or "Contractor") entered into that certain Contract Services Agreement (Agreement No. 2013-22) dated on or about November 5, 2013 ("Agreement") whereby Consultant agreed to provide City Engineering Services to the City and engineering services for the Campus Drive Rehabilitation Project; and

WHEREAS, City and Consultant entered into a First Amendment to Contract Services Agreement (Agreement No. 2014-02) on February 5, 2014 ("First Amendment") whereby City and Consultant included additional terms into Exhibit "F" of Agreement that Caltrans deemed necessary to pay Consultant for engineering services on the Campus Drive Rehabilitation Project; and

WHEREAS, Consultant subsequently changed its name to "QK, Inc." and

WHEREAS, City and Consultant now desire to amend the Agreement, as amended by the First Amendment, as described herein.

**AGREEMENT**

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as follows:

**Section 1. Term Of Agreement.** Section 1.3, entitled "Term Of Agreement," is amended as follows, with ~~strikethrough~~ text indicating deleted text and underline text indicating added text:

"This Agreement shall ~~take effect on November 5, 2013 and shall remain in effect for a period of three (3) years, up to and including~~ until November 5, 2016 2018 unless earlier terminated as set forth herein. ~~City has the option of extending the Term of Agreement up to a maximum of two (2) additional years subject to City Council approval.~~"

**Section 2. Additional Service.** Section 1.11 of the Agreement, entitled "Additional Service" is hereby amended as follows, with ~~strikethrough~~ text indicating deleted text and underline text indicating added text:

“City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. Performance of services may include professional services, including Land Survey, Engineering Services, Planning and Environmental Support, Geographic Information Services, and Construction Administration as requested by the City. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor, unless a Task Order is approved in writing by the City Council.”

**Section 3.** Contract Sum. Section 2.1 of the Agreement, entitled “Contract Sum,” is hereby amended as follows, with ~~strike through~~ text indicating deleted text and underline text indicating added text:

“Contractor’s will charge hourly fees for documented time actually expended and costs actually incurred. The Compensation Schedule is set forth in Exhibits C-1 (Quad Knopf ~~2013~~ 2016 Rate Schedule) and C-2 (RSTP Campus Drive- Detailed Fee Proposal), which are attached hereto and incorporated herein by this reference and subject to the following discounts (1) For tasks and activities that fall within the categories of General Administrative and Development Review Functions in the Scope of Services, ~~for a period of one (1) year from the effective date of this Agreement,~~ the Contractor shall charge the City at a (10) percent discounted rate from the rates and fees set forth in Exhibit C-1. ~~For the Campus Point Rehabilitation Project and City funded Task Order projects, for a period of three (3) years from the effective date of this Agreement, the Contractor shall charge the City at a ten (10) percent discounted rate from the rates and fees set forth in Exhibit C-1.~~

Contractor agrees that during the term of this Agreement either the person designated as the City Engineer or the Assistant City Engineer in this Agreement shall attend all regular meetings of the Arvin City Council, at no charge to the City, unless attendance is excused by the City Manager.”

**Section 4. Representatives and Personnel of the Contractor.** Section 4.3 of the Agreement, entitled “Representatives and Personnel of the Contractor,” is hereby amended in part as follows, with ~~strikethrough~~ text indicating deleted text and underline text indicating added text:

“... and make all of the decisions in connection therewith:

<u>Miguel Barea</u> <del>Robin Dickerson</del> (Name)	<u>City Engineer</u> (Title)
<del>Jeff Cowart</del> <u>Adam Ojeda</u> (Name)	<u>Assistant City Engineer</u> (Title)
<u>Kristie Achee</u> (Name)	<u>City Surveyor</u> (Title)
<u>Joel “Rick” Joyner</u> (Name)	<u>Assistant City Surveyor</u> (Title)

It is expressly understood that the experience, knowledge ...”

**Section 5 Capital Improvement Projects.** Section I.C. of Exhibit “A” of the Agreement, entitled “Capital Improvement Projects,” is hereby amended as follows, with ~~strikethrough~~ text indicating deleted text and underline text indicating added text:

- ~~“1. — Campus Drive Reconstruction Project~~
21. “Task Order” projects
2. Update FY 2016 Capital Improvements Plan (CIP).
3. Add Future 2017 and 2018 CIP. This list includes but is not limited to, potential FY 2017 and FY 2018 projects pending project selection, priority, and funding identification and approved by the City Council.”

**Section 6 Miscellaneous.** All references to “Quad Knoff” in the Agreement as amended are updated amended to read “QK.” The reference in Section 1.2 of the Agreement to “Exhibit \_\_\_” is agreed to read “Exhibit A.” Section 5.4 of the Agreement is deemed to be initiated by the Consultant.

**Section 7. Incorporated Provisions.** A copy of the Agreement (Exhibit A) and the First Amendment (Exhibit B) is attached hereto and, except as otherwise amended in this Second Amendment, are incorporated as though set forth in full herein.

**Section 8. Full Force and Effect.** Except as expressly provided in this Second Amendment, all other terms and conditions of the Agreement, as amended by the First Amendment, shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto executed this Second Amendment to be effective as of the Effective Date first written above.

**CITY OF ARVIN**  
a municipal corporation

**CONSULTANT:**  
QK, INC.

\_\_\_\_\_  
JOSE FLORES, Mayor

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

ATTEST:

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

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

Title:

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

\_\_\_\_\_  
SHANNON L. CHAFFIN, City Attorney

Note: Consultant's signatures shall be notarized, and appropriate attestations shall be included as may be required by the bylaws, articles of incorporation, or other rules or regulations applicable to developer's business entity.

Attachments:

Exhibit A: Contract Services Agreement (Agreement No. 2013-22).

Exhibit B: First Amendment to Contract Services Agreement (Agreement No. 2014-02).

**Exhibit A: Contract Services Agreement (Agreement No. 2013-22)**  
(Approximately 127 pages)

**AGREEMENT NO. 2013-32**

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**THE CITY OF ARVIN,  
A MUNICIPAL CORPORATION**

**and**

**QUAD KNOPF, INC.**

**For**

**CITY ENGINEER SERVICES**

**AGREEMENT NO. 2013-32**  
**AGREEMENT FOR CONTRACT SERVICES**  
**BETWEEN**  
**THE CITY OF ARVIN, CALIFORNIA**  
**AND**  
**QUAD KNOPF, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 5th day of November, 2013 by and between the City of Arvin, a municipal corporation (“City”) and Quad Knopf, Inc., (“Consultant” or “Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.” (The term Contractor includes professionals performing in a consulting capacity.)

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONTRACTOR**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough,

competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by similar firms performing similar work in the same geographic area (California Central Valley) under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which is attached hereto as Exhibit \_\_ and incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Term of Agreement.

This Agreement shall take effect on November 5, 2013 and shall remain in effect for a period of three (3) years, up to and including November 5, 2016 unless earlier terminated as set forth herein. City has the option of extending the Term of Agreement up to a maximum of two (2) additional years subject to City Council approval.

1.4 Compliance with Law.

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

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.7 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Warranty.

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

1.9 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects. If the Services are being performed as part of an applicable “Public Works” or “Maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.10 Further Responsibilities of Parties.

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

1.11 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.12 Special Requirements.

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

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

### **2.1 Contract Sum.**

Contractor's will charge hourly fees for documented time actually expended and costs actually incurred. The Compensation Schedule is set forth in Exhibits C-1 (Quad Knopf 2013 Rate Schedule) and C-2 (RSTP Campus Drive- Detailed Fee Proposal), which are attached hereto and incorporated herein by this reference and subject to the following discounts (1) For tasks and activities that fall within the categories of General Administrative and Development Review Functions in the Scope of Services, for a period of one (1) year from the effective date of this Agreement, the Contractor shall charge the City at a ten (10) percent discounted rate from the rates and fees set forth in Exhibit C-1. For the Campus Point Rehabilitation Project and City funded Task Order projects, for a period of three (3) years from the effective date of this Agreement, the Contractor shall charge the City at a ten (10) percent discounted rate from the rates and fees set forth in Exhibit C-1.

Contractor agrees that during the term of this Agreement either the person designated as the City Engineer or the Assistant City Engineer in this Agreement shall attend all regular meetings of the Arvin City Council, at no charge to the City, unless attendance is excused by the City Manager..

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

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

### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures at the rates set forth in Exhibit C-1 if approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Fees set forth in Exhibits C-1 or C-2.

### **2.4 Invoices.**

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall submit a separate invoice for each project identified as a Capital Improvement Project in the Schedule of Services.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor

which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

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

**ARTICLE 3. PERFORMANCE SCHEDULE**

3.1 Time of Essence.

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

3.2 Schedule of Performance

3.2.1 General Administrative and Development Review Functions

As to those duties and tasks falling under the headings of General Administrative and Development Review Functions in Exhibit "A", "Scope of Services" Contractor shall not commence work on any tasks requested by City staff until Contractor has confirmed that the City's Contract Officer has been informed of the work request and has approved Contractor to proceed with the work request. In addition, Contractor agrees to cooperate with the City Contractor Officer in the preparation and implementation of any policies and procedures the Contract Officer reasonably believes are necessary to ensure the timely and cost effective completion of the work related to the General Administrative and Development Review Functions.

3.2.2 Capital Improvement Projects

The performance of those projects falling under the headings Capital Improvement Projects ("CIP") in Exhibit "A", "Scope of Services" shall be governed by the provisions set forth below:

\* **Campus Drive Rehabilitation Project**

Contractor's work on the Campus Drive Rehabilitation Project shall be governed by Contractor's proposal to the City dated August 12, 2013, attached as Exhibit D and the RSTP Campus Drive - Detailed Fee Proposal dated August 12, 2013 attached as Exhibit C-2.

\* **Task Order Projects**

A. The City shall assign to Contractor Specific CIP through issuance of Task Orders in the form set forth in Exhibit "E".

B. After the City identifies a CIP to be performed under this Agreement, the City shall prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule

and will designate a City Project Coordinator. The City will deliver the draft Task Order to the Contractor for review. The Contractor shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached between the City Staff and the Contractor on the negotiable items and total cost and the City Council has approved same; the finalized Task Order shall be signed by both the City and the Contractor.

C. Unless otherwise specified in the Contractor's Cost Estimate approved by the City, the Contractor shall be reimbursed for hours worked at the rates specified in Exhibit C-1, subject to any applicable discounts set forth in section 2.1. The specified hourly rates shall include direct salary costs, employee benefits, overhead and fee.

D. In addition, unless otherwise specified in the Contractor's Cost Estimate approved by the City, the Contractor shall be reimbursed for incurred direct costs other than salary costs, and other costs at the rates and amounts set forth in Exhibit C-1, subject to any applicable discounts set forth in section 2.1..

E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal contained in the Task Order.

F. When milestone cost estimates are included in the approved Cost Proposal, the Contractor shall obtain prior written approval for a revised milestone cost estimate from the Contract Officer before exceeding such estimate.

G. Progress payments and reimbursements shall be made in accordance with Section 2.4.

H. A Task Order is of no force or effect until returned to the City and signed by an authorized representative of the City. No expenditures are authorized on a Task Order Project and work shall not commence until a Task Order for that project has been executed by the City.

I. The total amount payable by the City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Agreement amendment.

J. The total amount payable by the City for any Task Order resulting from this Agreement, shall not exceed \$100,000.00. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

K. All subcontracts in excess of \$25,000.00 shall contain the above provisions.

### 3.3 Projects Funded with State or Federal Funds

For any projects assigned to Contractor that are funded with state and/or federal funds, Contractor agrees to comply with those additional Contract terms set forth in Exhibit F as well as any other terms upon which the award of the funds are conditioned.

### 3.4 Force Majeure.

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

3.5 Inspection and Final Acceptance.

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

**ARTICLE 4. COORDINATION OF WORK**

4.3 Representatives and Personnel of Contractor.

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

<u>Miguel Barcenas</u> (Name)	<u>City Engineer</u> (Title)
<u>Jeff Cowart</u> (Name)	<u>Assistant City Engineer</u> (Title)
<u>Kristie Achee</u> (Name)	<u>City Surveyor</u> (Title)
<u>Joel "Rick" Joyner</u> (Name)	<u>Assistant City Surveyor</u> (Title)

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

#### 4.4 Status of Contractor.

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

#### 4.5 Contract Officer.

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

#### 4.6 Independent Contractor.

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

Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.7 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

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

5.3 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

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

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

#### 5.4 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any

failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

\_\_\_\_\_  
Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

#### 5.5 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims

or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s reckless or willful misconduct, or arising from Contractor’s indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

#### 5.6 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit “B”, Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.7 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

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

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

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

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

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

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

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Kern, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in Fresno.

### 7.2 Disputes; Default.

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

### 7.3 Retention of Funds.

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

### 7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any

right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Termination Because of Non-Appropriation of Funds

7.10.1 It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

7.10.2 This agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute, ordinance or resolution enacted by the Congress, State Legislature or City Council that may affect the provisions, terms or funding of this Agreement in any manner.

7.10.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

7.10.4 The City has the option to terminate the Agreement pursuant to Section 7.8, or by mutual agreement to amend the agreement to reflect any reduction of funds.

7.11 Attorneys' Fees.

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

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

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

**ARTICLE 9. MISCELLANEOUS PROVISIONS**

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF ARVIN, City Hall, 200 Campus Drive, Arvin, California 93203 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the

time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

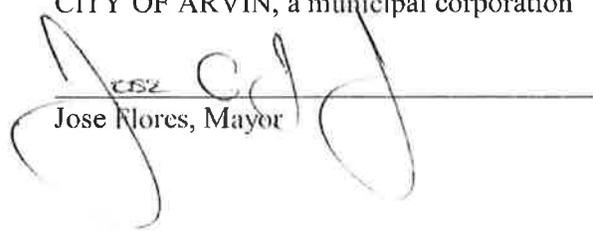
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**

CITY OF ARVIN, a municipal corporation

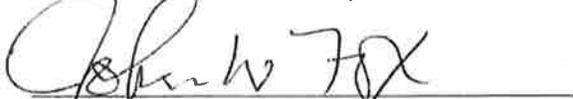
  
\_\_\_\_\_  
Jose Flores, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Cecilia Vela, City Clerk, City of Arvin

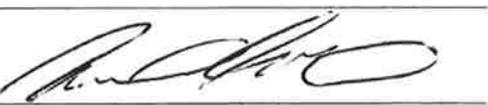
**APPROVED AS TO FORM:**

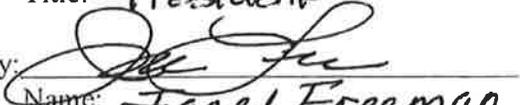
ALESHIRE & WYNDER, LLP

  
\_\_\_\_\_  
John W. Fox, City Attorney

**CONTRACTOR:**

QUAD KNOFF, INC.

By:   
\_\_\_\_\_  
Name: Michael Knopf, PE 30579  
Title: President

By:   
\_\_\_\_\_  
Name: Janel Freeman  
Title: CFO  
Address: 5110 W. Cypress Avenue  
Visalia, California 93277

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

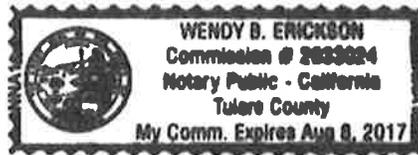
COUNTY OF Tulare

On Nov. 21, 2013 before me, Wendy B. Erickson, Notary, personally appeared Janel Freeman proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Wendy B. Erickson



**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER  
Chief Financial Officer  
TITLE(S)
- PARTNER(S)       LIMITED  
    GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

Contract Services Agreement  
TITLE OR TYPE OF DOCUMENT

21  
NUMBER OF PAGES

November 5, 2013  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
Quad Knopf, Inc.

Michael D. Knopf  
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

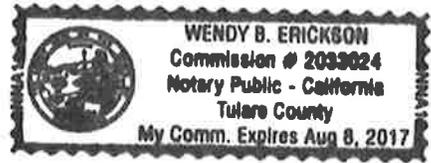
COUNTY OF TULARE

On Nov. 21 2013 before me, Wendy B. Erickson, Notary, personally appeared Michael P. Knopf, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Wendy B. Erickson



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CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
CORPORATE OFFICER
Chief Executive Officer
TITLE(S)

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Contract Services Agreement
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21
NUMBER OF PAGES

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DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
Quad Knopf, Inc.

Janel Freeman
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Contractor will perform the following Services:**

**A. General Administrative Functions:**

1. Be available to consult with staff on all matters relating to engineering.
2. Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interest and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.
3. Be available to the public and private developers to handle matters dealing with the engineering functions of City government.
4. Attend Council, Commission, and Committee meetings as requested by the City Manager. (All regular City Council Meetings at no charge to City)
5. Direct other contract engineering services to assure compatible and timely response to City needs.
6. Prepare reports, investigations, studies and evaluations as may, from time to time, be required and directed by the Chief Administrative Officer or his/her designee.
7. Perform other engineering related functions as directed by the Chief Administrative Officer or his/her designee.
8. Advise the City Manager or his/her designee as to engineering and construction financing available from other government agencies and, when directed, prepare and initiate applications for funding. Also, serve as Resident Engineer when required pursuant to Caltrans/Federal requirements.
9. Provide technical assistance for City personnel when so directed.
10. Provide for enforcement of engineering related City Ordinances.
11. Provide investigations of engineering related complaints and conditions.
12. Serve as liaison to the City Clerk for engineering related matters. Provide public information regarding municipal engineering matters.
13. Assist City personnel in the preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management
14. Process all reimbursement requests to granting agencies for projects assigned to Contractor
15. Solicit proposals for capital improvement project design work and/or construction management.
16. Assist the Chief Administrative Officer in the review and evaluation of bid submittals.
17. Provide construction observation and management during the course of City projects and act as Resident Engineer. Assist with site visits, construction observation, approval of payments, cost estimating, filing of notices and other related tasks.

18. Advise the city on National Pollution Discharge Elimination System (NPDES) compliance.
19. Serve as the City's Flood Plain Administrator pursuant to applicable state and federal law.

**B. Development Review Functions:**

1. Review proposed improvements and land development and provide recommendations as to engineering matters to ensure conformance with City Ordinances and State Law.
2. Perform statutory functions of the City Engineer/City Surveyor pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City Ordinances.
3. Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for first plan check after the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final map or final map deficiencies within thirty (30) days, specifying those items needed to complete the application.
4. Establish performance, labor and material bond amounts when required and insure the posting of such securities and other development fees within the proper time sequence of such development control.
5. Provide such necessary and related functions as are normal practice of the City Engineer in control of private development.

**C. Capital Improvement Projects:**

1. Campus Drive Reconstruction Project
2. "Task Order" projects

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

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

1. Section 1.8 entitled "Warranty" in the Agreement shall not apply and shall have no force or affect .
2. Section 5.6 entitled "Performance Bond" in the Agreement shall not apply and shall have no force or effect.
3. Section 7.7 entitled "Liquidated Damages" in the Agreement shall not apply and shall have no force or effect.

**EXHIBIT "C"**  
**COMPENSATION**

**EXHIBIT "C-1"**



**Quad Knopf**

**2013 Charge Rate Schedule**

**Offices:**

**Technical Services**

<b>Project Assistant</b>	\$66 /hour
<b>Project Administrator</b>	\$88 /hour
<b>Assistant CADD Technician/Designer</b>	\$83 /hour
<b>Associate CADD Technician/Designer</b>	\$97 /hour
<b>Senior Associate CADD Technician/Designer</b>	\$112 /hour
<b>Senior CADD Technician/Designer</b>	\$127 /hour

**Professional Services**

**Engineering/Survey**

<b>Assistant Engineer/Surveyor</b>	\$110 /hour
<b>Associate Engineer/Surveyor</b>	\$133 /hour
<b>Senior Associate Engineer/Surveyor</b>	\$156 /hour
<b>Senior Traffic Designer</b>	\$166 /hour
<b>Senior Engineer/Surveyor</b>	\$180 /hour
<b>Principal Engineer</b>	\$198 /hour

**Planning/Environmental/Entitlement/Landscape Architecture**

<b>Assistant Planner/Environmental Scientist</b>	\$77 /hour
<b>Associate Planner/Environmental Scientist</b>	\$97 /hour
<b>Senior Associate Planner/Environmental Scientist</b>	\$121 /hour
<b>Senior Planner/Environmental Scientist/Entitlement Specialist/Landscape Architect</b>	\$142 /hour
<b>Principal Planner/Environmental Scientist/Entitlement Specialist</b>	\$157 /hour
<b>Senior Principal Planner/Environmental Scientist</b>	\$187 /hour

**Field:**

**Construction Management**

<b>Assistant Construction Manager</b>	\$110 /hour
<b>Associate Construction Manager</b>	\$129 /hour
<b>Senior Associate Construction Manager</b>	\$148 /hour
<b>Senior Construction Manager</b>	\$185 /hour
<b>Field Construction Observer</b>	\$99 /hour
<b>Associate Field Construction Observer</b>	\$118 /hour
<b>Senior Field Construction Observer</b>	\$138 /hour

**Surveying**

<b>One-Person Survey Crew</b>	\$121 /hour
<b>Two-Person Survey Crew</b>	\$198 /hour
<b>Three-Person Survey Crew</b>	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

**Expenses:**

<b>Plotting, in-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses</b>	1.15 x Cost
<b>Transportation and per diem</b>	1.15 x Cost
<b>Mileage</b>	\$0.63/mile
<b>Off-road vehicles</b>	\$50.00/day
<b>Communication expenses (telephone, parcel post, etc.)</b>	1.15 x Cost
<b>Other Expenses - including Subconsultants &amp; Purchased Services through Subcontracts</b>	1.15 x Cost

Rates are effective through December 31, 2013. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

**EXHIBIT "C-2"**

Quad Knopf, Inc.  
RSTP Campus Drive - Detailed Fee Proposal  
8/12/2013  
Project Hours\*\*

Phase No.	Task Description	Labor cost													Survey Crew	Clerical	Subtotal Labor	Subtotal Direct Expense	Task Cost														
		Principal Engineer	Sr. Associate Engineer	Sr. Associate Engineer/PM	Senior Engineer	Associate Engineer	Utility Coordinator	Environmental Planner	Resident Engineer	Traffic Engineer	Sr. Associate Surveyor	Sr. Associate Surveyor	Sr. Associate CADD																				
	Rate (\$/hr)	\$ 179	\$ 140	\$ 140	\$ 179	\$ 120	\$ 120	\$ 128	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 120	\$ 225	\$ 59																	
1.0	Environmental Compliance																		16,000.00														
1.01	Environmental Reporting and Compliance Requirements	2	4		1	4	4	85		2								13,200	300	13,500.00													
1.02	Environmental Studies		4		1			12										2,274	226	2,500.00													
2.0	Preliminary Engineering Services																			49,000.00													
2.01	Preliminary Engineering Services	2	8	7														2,464	181	2,645.10													
2.02	50% Deliverable of Engineer's PDR *		16		8	14				4	4						6	6,953	-	6,953.40													
2.03	100% Deliverable of Final Engineer's Design Report		4		1	2				1	1						2	1,380	345	1,724.80													
2.04	Geotechnical Investigations		1		1	1												439	5,175	5,614.20													
2.05	Determine Right of Way and Monumentation		2							1			4	4				1,544	-	1,544.40													
2.06	Topographic Survey		2		1	2							2	2	2	24		6,620	290	6,909.30													
2.07	Utility Coordination			1				20		1	1						2	2,934	-	2,934.00													
2.08	Engineering PS&E *	2	8		2	16			2	8	8						24	8,806	2,641	11,446.40													
2.09	Coordination with Caltrans for project approval	2	4		1				2	12	4						4	3,839	200	4,038.50													
2.10	Plans and Specifications for Bid Documents		4		5	4	8	5		5								4,940	250	5,190.10													
3.0	Construction Engineering																			90,000.00													
3.01	Bidding Assistance	4	16	8	4	4				16							12	8,240	260	8,500.00													
3.02	Construction Management	1	40	40	40	40				40							12	29,682	308	30,000.00													
3.03	Construction Observation Services	1	4		60	80				60							8	29,962	1,538	31,500.00													
3.04	Quality Assurance Testing	1	2							2							2	860	15,141	16,000.00													
3.05	Close-out Documents	1	4		1					16							11	3,620	180	4,000.00													
	<b>TOTAL COST</b>	16	123	89	125	171	29	101	168	23	4	6	2	24	85		\$ 2,866	\$ 17,269	\$ 9,688	\$ 22,388	\$ 20,469	\$ 3,471	\$ 12,908	\$ 23,587	\$ 3,229	\$ 562	\$ 842	\$ 239	\$ 5,400	\$ 5,049	\$ 127,967	\$ 27,034	\$ 155,000.00

\* Sub consultant Fee is for VRPA to comply with the DBE goal of 3.15% for PE, and 1.13% for CE as listed in the RFP.  
\*\* Fees shown represent the 10% City Discount

Actual DBE during PE= 3.151%

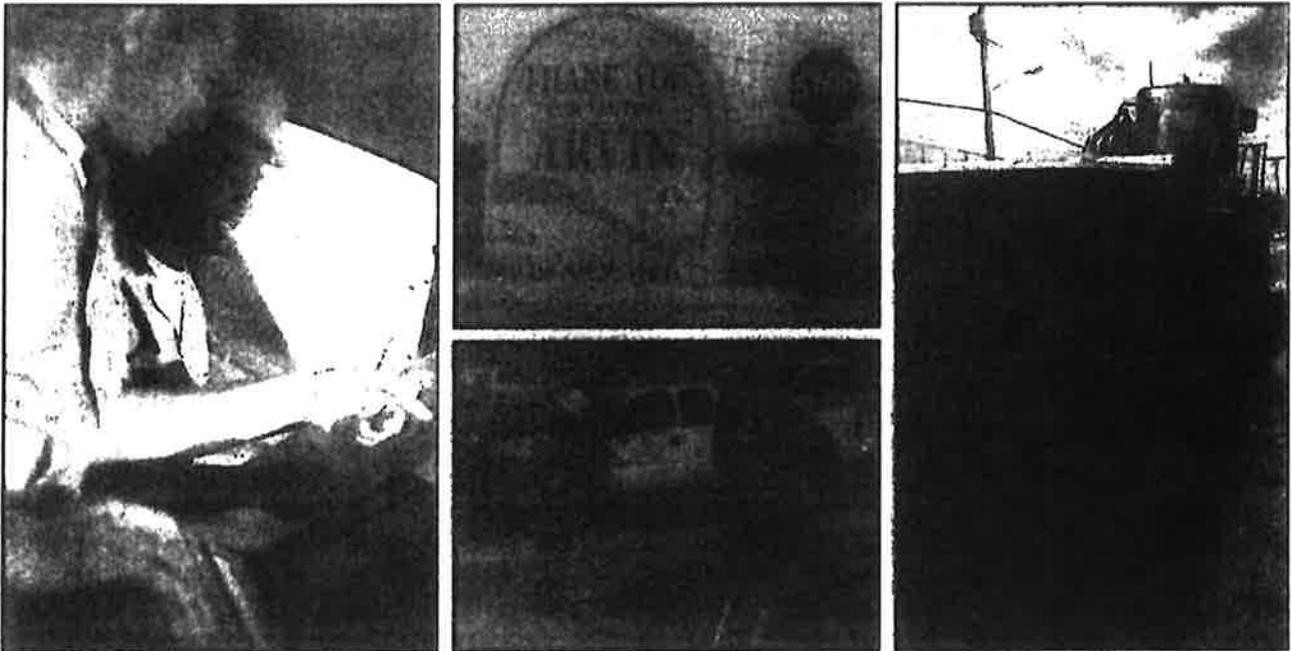
Actual DBE during CE= 1.130%

EXHIBIT "D"

# CITY OF ARVIN

*Request for Qualifications & Request for Proposal  
City Engineer*

Professional Engineering Services for Municipal,  
Development, FHWA, and FEMA Projects  
and  
Campus Drive RSTP Project



*Great Communities. Healthy Environments. By Design.*



{QK<sup>e</sup>}



# Quad Knopf

August 12, 2013

Mr. Tim Chapa, City Manager  
City of Arvin  
200 Campus Drive  
Arvin, California 93203

**Subject: Request for Qualifications and Request for Proposal for Professional Engineering Services for Municipal, Development, FHWA, FEMA Projects, and Campus Drive RSTP Project**

Dear Mr. Chapa:

Quad Knopf is pleased to submit this statement of qualifications/proposal in response to the request for Professional Engineering Services for Municipal, Development, FHWA, FEMA Projects, and Campus Drive RSTP Project.

For 40 years, Quad Knopf has been partnering with municipal agencies, to ensure that their constituents have access to safe and reliable infrastructure as capital improvements are executed. The words of our mission statement: *"To be an indispensable partner to our clients, communities and each other"* is more than a catchy phrase; it is the focus of everything we do.

**Quad Knopf is a great fit for the City of Arvin for the following reasons:**

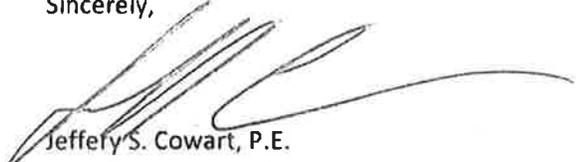
- ◆ **Local knowledge:** Having been an influential member of the engineering and environmental community in Kern, Kings, Tulare, and Fresno Counties for *over 40 years*, we are well aware of the issues Councils and City Officials face with budgets allocated for construction. The countless number of projects we have completed in the region provides an abundance of experience and knowledge that will help avoid project issues often associated with public works activities. Many of our team members are currently providing construction engineering services for the SR 223 Bear Mountain Boulevard Streetscape Project – Phases I & II for the City of Arvin.
- ◆ **Experienced Project Team:** The Principal-In-Charge will be Jeff Cowart, P.E., whose professional background includes over 28 years of professional engineering experience providing civil engineering design, inspection, and construction administration services. Mr. Cowart will ensure that all necessary resources are directed to your project to obtain successful completion. Miguel Barcenas, P.E. will serve as the overall Project Manager and Resident Engineer for the project. Mr. Barcenas has more than 11 years of civil engineering and project management experience and is currently providing design and construction administration services for several public agencies and private developers. With over 100 years of collective experience serving public agencies, our team will bring a wealth of knowledge and understanding to your projects.
- ◆ **Experience with Construction Services:** We have long standing relationships with numerous government agencies and are well acquainted with the requirements of the various regulatory

agencies in the field of construction services. Mismanagement of these critical programs and relationships can create costly construction mistakes, and delays in achieving the final objective. We know how to avoid those missteps. We have experience working with the California Department of Transportation, the Federal Highway Administration, and the California Division of Occupational Safety and Health from prior contracts for construction services.

- ◆ **Relationships:** We have developed strong, lasting relationships by providing our contract City Engineering Services to several municipal agencies that value our construction services as an extension of their staff. These relationships have given us a better understanding of the agencies' organization and processes giving us the opportunity to be an indispensable partner to our clients.

Through effective communication and goal-oriented project management, we are confident that the Quad Knopf team is capable of exceeding the City of Arvin's needs and expectations. If you have any questions regarding our submittal, please call Jeff Cowart, P.E. at **(661) 616-2600 (office)** or **(559) 789-2376 (cell)**, or Miguel Barcenas, P.E. at **(661) 616-2600 (office)** or **(661) 204-3707 (cell)**.

Sincerely,



Jeffery S. Cowart, P.E.  
Principal-in-Charge/Bakersfield Branch Manager



Miguel Barcenas, P.E.  
Project Manager

# Statement of Qualifications/Proposal

## CITY OF ARVIN

### Professional Engineering Services for Municipal, Development, FHWA, and FEMA Projects and Campus Drive RSTP Project

Attn: City Clerk  
City of Arvin  
200 Campus Drive  
Arvin, CA 93203



Quad Knopf

5080 California Avenue  
Suite 220  
Bakersfield, California 93309-1697

(661) 616-2600

August 12, 2013

P130475

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PROPOSAL COVER SHEET (ATTACHMENT B)

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CONFLICT OF INTEREST

W-9 FORM

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APPENDICES

- Appendix A - Professional Experience*
- Appendix B - Project Team Resumes*
- Appendix C - Insurance Certificate*

## **Proposal Narrative**

### **Organizations Contracted with on Similar Projects**

1. City of Delano
2. City of Bakersfield
3. City of Ridgecrest
4. City of Corcoran

### **FHWA and FEMA Program Experience**

### **Familiarity with FHWA and Caltrans Funding Procedures**

Caltrans is the lead agency for FHWA funded projects. Working with Caltrans and FHWA requires a strong working knowledge of these agencies and their respective requirements. With experience on many City/Caltrans Local Agency Assistance projects, Quad Knopf has become very effective meeting Caltrans and FHWA requirements. Quad Knopf has secured the necessary Authorizations to Proceed required for the use of federal funds on Preliminary Engineering, Right-of-Way and Utility Relocations including TE, Safetea-Lu, HBP, 1B Bond, and MTA Call for Project grant, and managing all Caltrans, MTA and CTC funding requirements.

The multiple bridge replacement projects completed by Quad Knopf staff in the City of Bakersfield, and Tulare, Fresno, and Madera counties, have provided us valuable insight into Caltrans' needs, and strengthened our professional relationships with state and federal agencies. Quad Knopf understands the need for a step by step approach in the process to obtain federal funds. The following is a brief description of general Local Assistance procedures required for federally funded projects.

There are different forms that need to be submitted to Local Assistance for a federally funded project. The phases included in a federally funded project include Preliminary Engineering (PE), Plans Specifications and Estimate (PS&E), Right of Way (RW), and Construction. Each phase requires an

E-76 prior to beginning work. The E-76 is a form sent to the funding agency letting them know the phase is authorized and how much money is available for that phase.

Quad Knopf brings experienced staff familiar with the forms needed for a request for authorization for Preliminary Engineering per the Local Assistance Procedure Manual (LAPM), which include:

- Exhibit 3-A Request for Authorization to proceed with Preliminary Engineering
- Exhibit 3-E Request for Authorization to proceed Data sheets
- Exhibit 3-L Project Prefix Checklist
- Exhibit 3-O Finance Letter
- Exhibit 4-A Local Agency Agreement Checklist
- Exhibit 7-B Field Review Form

Quad Knopf has provided Resident Engineering services in accordance with Local Assistance Procedures Manual to several municipalities that include the City of Arvin. Our experience with the Local Assistance Engineer, and relationships with Caltrans' District 6 staff will provide the necessary tools to complete the project successfully, particularly with road projects dealing with ADA compliance. Quad Knopf is also one of few companies knowledgeable with the requirements of the Traffic Director protocols for projects in construction that require approvals from Traffic Management Center (TMC).

**Familiarity with FEMA Program Applications**

Quad Knopf has developed several capital improvement projects for cities and counties in the valley that face FEMA restrictions within flood boundaries. Our staff has extensive experience with the Kern County's Floodplain Manager and with FEMA in getting the proposed hydrologic and hydraulic studies completed per NFIP requirements. These include flood encroachment analysis for new streets or developments impacted by the 100-year flood.

## *Proposal Narrative*

The most recent FEMA application Quad Knopf submitted was for Rosamond community services, which involved the development of road construction plans for a housing project adjacent to Caltrans State Route 14. The Letter of Map Revisions (LOMR) was obtained for the building structures after the road improvements were constructed and signed off by the Floodplain Manager.

### Firm's License, Affiliations, and Associations

Quad Knopf holds a State of California General Engineering and General Building Contractors License, No. 949073. Additionally, Quad Knopf is affiliated with, and/or belongs to the following associations: American Council of Engineering Companies (ACEC); Association of California Water Agencies (ACWA); American Society of Civil Engineers (ASCE); American Public Works Association (APWA); County Engineers Association of California; California Rural Water Association (CRWA); Association of Environmental Professionals (AEP); and Chamber of Commerce: Greater Bakersfield, Corcoran, Exeter, Greater Fresno, Lemoore District, Tulare, and Visalia.

A listing of our team members professional licenses/registrations, affiliations and associations are included in the Detailed Resumes included as an Appendix B.

### Disciplinary Actions Against Firm

Quad Knopf has had no disciplinary actions taken against the firm.

### Background of Firm

#### **Quad Knopf, Inc.**

Quad Knopf, a California Corporation, has a diverse staff of 83 employees in four offices – Bakersfield, Visalia (our headquarters), Fresno, and Roseville. With a focus on our clients' specific needs and expectations, Quad Knopf provides an extensive range of technical services, including **civil engineering, traffic engineering, land surveying, geographic information systems, construction**

**management and observation, labor compliance, environmental and land use planning, biology, landscape architecture, and utility coordination.**

Since 1972, Quad Knopf has successfully partnered with cities, counties, state and other public agencies, to use our talents and services in the development of efficient solutions that have lasting positive impacts. These efforts result in the establishment of sustainable communities that offer a better quality of life.

Quad Knopf is differentiated by:

- ◆ 40 years of service throughout California
- ◆ Key experienced personnel working as employees of local governments and affiliated public agencies
- ◆ Over one-third of our staff is professionally registered, licensed, and certified in a variety of disciplines (P.E., T.E., PLS, LLA, AICP, LEED AP, QSD/QSP, GISP)
- ◆ A verifiable record of widely varied and successful project experience
- ◆ Timely response to Clients' needs
- ◆ Direct, concentrated involvement of senior professionals
- ◆ Documented Quality Management Program (QMP)
- ◆ Highly effective Project Management utilizing Deltek Vision, which provides a real-time, integrated management platform and reporting system
- ◆ Knowledge of the City of Arvin, its infrastructure, and its organizational culture and expectations

*Professional Services*

Civil Engineering

Quad Knopf is a leader in providing civil engineering services throughout California, specifically evidenced by our serving as District Engineer and Contract City Engineer for several communities. Having worked with public-sector clients for 40 years, our team of professionals has a wealth of experience on a variety of project types. Our experienced professionals are adept at all the critical subdisciplines of civil engineering and many have developed that expertise while working for cities and counties throughout California.

See Appendix A for detailed information on the professional services provided by Quad Knopf.

**BSK Associates**

BSK was founded in 1966 and has grown to 180 employees. They have four offices in California and have provided water resources consulting services throughout Central California since 1969. BSK's expertise includes hydrogeology and engineering geology, water quality, geochemistry, environmental and ecological resources planning, and computer sciences. In addition to our engineering offices, BSK also operates BSK Analytical Laboratories (BSK LABS) which provides chemical analysis services for environmental and food systems samples. BSK LABS are certified by the State of California Department of Health Services, Environmental Laboratory Accreditation Program, for the analysis of drinking water, wastewater, and hazardous materials.

**VRPA Technologies, Inc.**

VRPA Technologies, Inc. (VRPA) offers comprehensive consulting services throughout the State of California, other Western States, and the East Coast. Specialized fields of service include transportation planning/modeling, circulation and traffic engineering analysis, transportation demand and systems management, infrastructure financial planning, Intelligent Transportation

## *Proposal Narrative*

Systems (ITS) planning and integration, as well as mass transportation, bicycle, non-motorized, and aviation planning and design. Furthermore, VRPA Technologies, Inc. has extensive experience in public outreach, land use modeling, regional housing needs assessment, environmental analysis, and air quality and noise planning and modeling. VRPA has been very successful with development of complicated and controversial transportation projects because we also handle the public outreach components for those same projects with well-seasoned staff from around the State. In a position to utilize this broad experience base is an energetic staff equipped with the necessary tools and “can do” attitude to ensure a successful outcome to every challenge undertaken.

### Overview of Project Approach

This work approach will become the blueprint and basis for planning, scheduling and managing the project to a successful conclusion. An outline of our approach is shown below. A more detailed approach is included in the Scope for General Services.

- 1.0 Preliminary Engineering Report**
- 2.0 Environmental Documents**
  - 2.1 Biological reconnaissance survey
- 3.0 Engineering Plans, Specification, and Estimates (PS&E)**
  - 3.1 Plans, Specification and Estimates
  - 3.2 Field Survey
  - 3.3 Utility Coordination
  - 3.4 Quality Assurance/Quality Control
- 4.0 Bidding Services**
- 5.0 Construction Assistance**
  - 5.1 Walk Trough for Final Punch List

5.2 Record Drawings

5.3 Project Closeout

Listing of Proposed Team Members

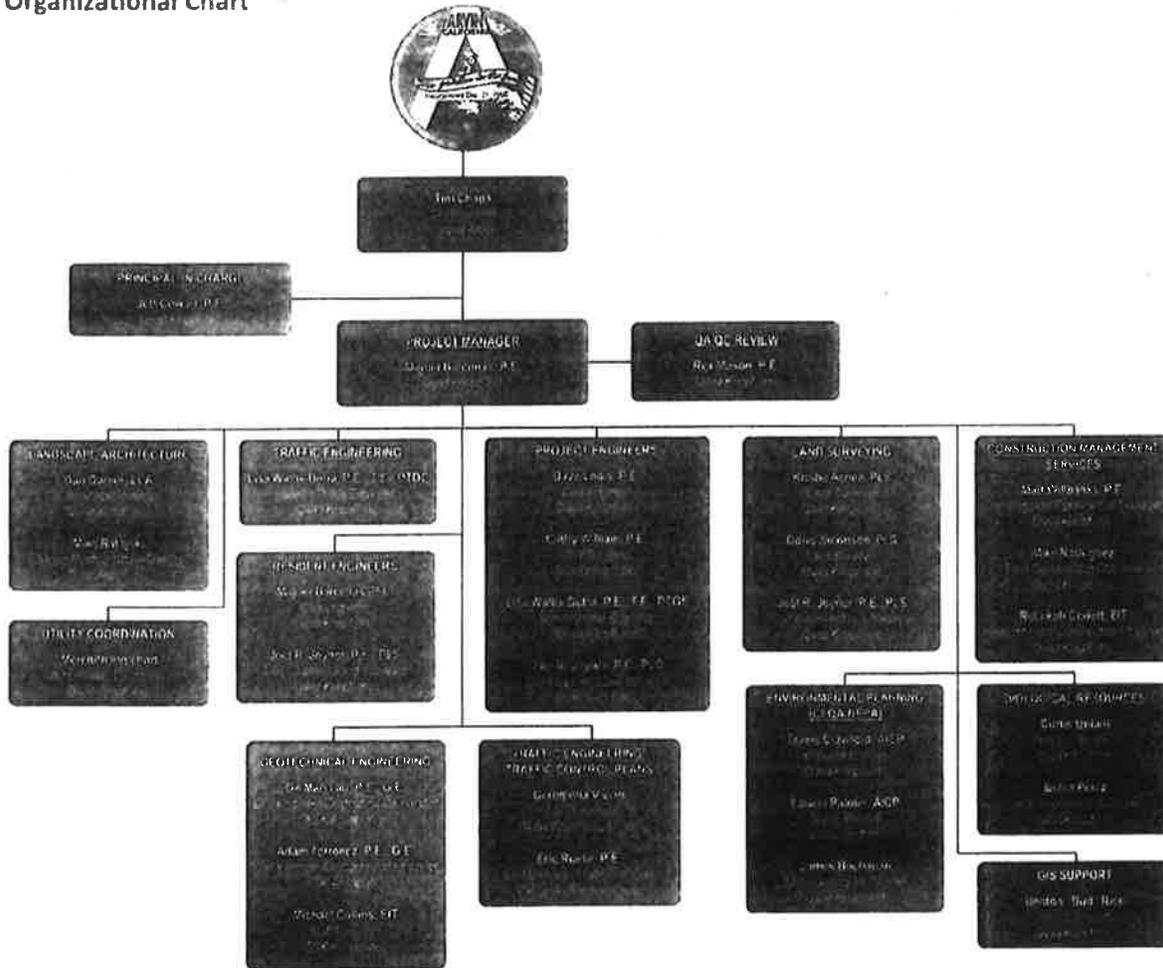
Quad Knopf has selected the following team of registered and/or licensed professionals, each experts in their respective disciplines, for this project. Detailed resumes for each team member are included in the Appendix B. The organizational chart at the end of this section illustrates the project team structure.

All of the team members listed below can be reached at: Quad Knopf, Inc., 5080 California Avenue, Suite 220, Bakersfield, CA 93309, Ph: (661) 616-2600, Fx: (661) 616-5970.

<b>Quad Knopf</b>	
Jeff Cowart, P.E.	Principal-in-Charge
Miguel Barcenas, P.E.	Project Manager
Rex Mason, P.E.	Senior Civil Engineer/QA/QC Review
Dave Lollis, P.E.	Project Engineer
Cathy Williams, P.E.	Project Engineer
Lisa Wallis-Dutra, P.E., T.E., PTOE	Project Engineer/Senior Traffic Engineer
Joel R. Joyner, P.E., PLS	Project Engineer/Resident Engineer/Project Surveyor
Kristie Achee, PLS	Project Surveyor
Doug Jacobson, PLS	Project Surveyor
Dan Garver, LLA	Landscape Architect
Michael Ratajski	Senior Planner/Urban Design/Public Outreach
Matt Willbanks, P.E.	Construction Management Services
Mike Rodriguez	Construction Management Services
Rebekah Godett, EIT	Construction Management Services
Travis Crawford, AICP	Principal Environmental Planner/CEQA/NEPA
Louise Palmer, AICP	Senior Planner/CEQA/NEPA
James Buchanan	Senior Associate Planner/CEQA/NEPA
Curtis Uptain	Principal Biologist
Belen Perez	Senior Associate Biologist
Bud Rice	GIS Specialist
<b>Subconsultants</b>	
On Man Lau, P.E., G.E. – BSK Associates	Geotechnical Engineer

Adam Terronez, P.E., G.E. – BSK Associates	Geotechnical Engineer
Michael Collins, EIT – BSK Associates	Staff Engineer
Georgianna Vivian – VRPA Technologies, Inc.	Traffic Engineering/Traffic Control Plan
Erik Ruehr, P.E. – VRPA Technologies, Inc	Traffic Engineering/Traffic Control Plan

**Organizational Chart**



**Insurance Statement**

Quad Knopf has adequate levels of Professional Liability (errors and omission), Automobile Liability, Commercial General Liability, and Workers Compensation Insurance in place to meet the requirements stated in the RFQ/P. Please see Appendix C for an example of Quad Knopf's insurance coverage.

Project Experience

The following is a brief listing of projects (either completed or under construction) for which Quad Knopf has provided professional services within the last four years.

**Construction Management of SR 223 Bear Mountain Boulevard Streetscape Phases I & II – Arvin,**

**CA:** Quad Knopf is currently providing construction management, contract administration, bidding assistance, public outreach, field observation and monitoring, assurance testing, CEQA and NEPA environmental compliance monitoring, and labor compliance for the SR223 Streetscape Project. The project includes reconstruction of the existing sidewalks fronting the commercial area of Arvin in a quarter-mile segment of road funded by a Transportation Enhancement (TE) Grant. The streetscape project will replace existing lighting with ornamental fixtures, and new landscape and irrigation systems in the new planters and medians.

Owner/Contact Person: City of Arvin – Tim Chapa, City Manager, (661) 854-3134

Original Project Cost vs. Final Project Cost: \$1,046,751 vs. \$1,496,751 (projected)

Status of Completion: The project is currently in construction and is scheduled for completion in late summer of 2013.

CEQA/NEPA Responsibilities: N/A

**2012 Overlay Project – Delano, CA:** Quad Knopf is providing Preliminary Engineering Services, including the preparation of plans, specification and cost estimates, bidding assistance, and construction assistance for maintenance improvements to approximately 6.57 miles of slurry/chip seal and approximately 2.20 miles of thin AC overlay in the City of Delano. The project includes “dig out” repairs and the replacement/construction of handicap ramps at curb returns. The project is funded through STP funds and Cal Recycle grants in the maximum amounts for rubberized slurry/chip seal and rubberized AC overlay, respectively.

*Proposal Narrative*

Owner/Contact Person: City of Delano – Roman Dowling, P.E., Public Works Director/City Engineer,  
(661) 721-3340

Original Project Cost vs. Final Project Cost: \$1,235,957 vs. \$1,265,957

Status of Completion: The project was completed in 2012.

CEQA/NEPA Responsibilities: Categorical Exemption

**Downs Street and Sunland Street Rehabilitation – Ridgecrest, CA:** Quad Knopf provided environmental, design, and survey services for this project which originally covered 1.25 miles of pavement rehabilitation using a 2.5" asphalt concrete overlay. Also included in the original project was the construction of sidewalks and access ramps to current ADA requirements. Due to funding restrictions, the project currently includes the rehabilitation of approximately 1 mile of Downs Street and includes construction of access ramps and cross gutters. Quad Knopf's team also provided construction management, contract administration, field observation and monitoring, assurance testing, and labor compliance.

Owner/Contact Person: City of Ridgecrest – Loren Culp, City Engineer, (760) 449-5080

Original Project Cost vs. Final Project Cost: Phase 1: \$476,967 vs. \$474,147; Phase 2: \$415,084 vs. \$416,054

Status of Completion: The project was completed in March 2013.

CEQA/NEPA Responsibilities: Categorical Exemption

**Exeter Overlay Projects – Exeter, CA:** This project involves a street overlay (full-width) and reconstruction of curb/gutter along both sides for three road segments in the City of Exeter.

The modification of approximately 44 curb returns will bring the roadway segments into compliance with Americans with Disabilities Act (ADA) requirements, and provide access to those with wheelchairs and similar accommodations.

*Proposal Narrative*

Owner/Contact Person: City of Exeter – Daymon Qualls, Assistant Public Works Director,  
(559) 592-3318

Original Project Cost vs. Final Project Cost: \$354,861 vs. \$412,006

Status of Completion: The project was completed in March 2011.

CEQA/NEPA Responsibilities: N/A

**Belmont Avenue and State Route 33 Traffic Signal Improvements – Mendota, CA:** Quad Knopf provided traffic signal design services to the City of Mendota for two traffic signals located on State Route 33 at the intersections of Bass Ave. and Belmont Ave. The project design included 2070 controllers, battery backup systems, emergency vehicle preemption, and LED vehicle and pedestrian signals. Signing, pavement delineation, and street lighting were also provided. Curb returns, ramps, and sidewalks were modified to comply with ADA standards.

Quad Knopf provided topographic survey, legal description, civil engineering design, plans and specifications, Caltrans coordination, right-of-way acquisition coordination, traffic signal design, bidding services, construction administration, construction observation and monitoring, and construction staking for the project. Labor compliance services include weekly review of certified payroll reports; support for labor-related questions from the City and Contractor, on-site employee interviews, letter for discrepancy found upon review of Certified Payroll Reports; maintenance of labor standards compliance forms and files, and preparing the final report.

Owner/Contact Person: City of Mendota – Bryce Atkins, City Manager, (559) 655-3291

Original Project Cost vs. Final Project Cost: Belmont Avenue – \$989,145 vs. \$1,030,468.31 (Owner requested Change Order for \$10,000); Bass Avenue – \$895,953 vs. \$940,771.57

Status of Completion: Belmont Avenue – Completed February 2013; Bass Avenue – Completed October 2010

CEQA/NEPA Responsibilities: N/A

**Ben Maddox Overcrossing – Visalia, CA:** In an effort to relieve traffic congestion in one of Tulare County's highest volume intersections, Quad Knopf provided the City of Visalia with plans, specifications, cost estimates, utility coordination, right-of-way acquisition maps, and construction staking for the construction of the Ben Maddox Overcrossing widening project. The project included the modification of traffic signals at three intersections, signing, pavement delineation, and railroad crossings. In addition to design services, specific biological clearance surveys and an air quality analysis were also provided.

The structure itself was widened from five to eight lanes across State Route 198, and was constructed in two stages. During the first stage, traffic used the existing bridge while the new portion of the bridge was constructed. Traffic was then shifted to the new portion while a barrier replacement, bridge deck treatment concrete overlay, and a raised median were constructed for the second stage. Originally, the project wasn't scheduled to begin construction until 2012. The project was moved up two years with the help of \$6.4 million in American Recovery and Reinvestment Act (ARRA) funding, making it one of the largest projects using stimulus funds in Tulare County. \$1.5 million of SAFETEA-LU funding was also used to move the project forward.

Owner/Contact Person: City of Visalia – Fred Lampe, P.E., Project Manager, (559) 713-4270

Original Project Cost vs. Final Project Cost: Unknown vs. \$9 Million

Status of Completion: Construction on the project commenced in early 2010 and was completed in 2011.

CEQA/NEPA Responsibilities: Biological Clearance Surveys and Air Quality Analysis

Additional Comments Regarding the Firm's Qualifications

Please see Appendix A for detailed information on Quad Knopf's professional Services.

**Conflict of Interest**

Quad Knopf is not aware of any past, current or potential conflict of interest that we have as a result of performing the work regarding this RFP and/or for the City of Arvin.

Quad Knopf understands that if selected to perform work for the City of Arvin under this project(s), we may not accept or perform engineering, survey or development work within the City's boundaries from individuals or organizations not directly and organizationally related to the City of Arvin during the life of the contract.

Attachment D

NON-COLLUSION AFFIDAVIT

COUNTY OF Tulare  
I, Janel Freeman, being first duly sworn, deposes and says that I am  
(Typed or Printed Name)  
the Chief Financial Officer of Quad Knopf, Inc., the party  
(Title) (Proposer Name)

submitting the foregoing RFQ / RFP Proposal ("the PROPOSER"). In connection with the foregoing RFQ / RFP Proposal, the undersigned declares, states and certifies that:

1. The RFQ / RFP Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The RFQ / RFP Proposal is genuine and not collusive or sham.
3. The PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a false or sham RFQ / RFP Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other PROPOSER or anyone else to put in sham RFQ / RFP Proposal, or to refrain from submitting this RFQ / RFP Proposal.
4. The PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFQ / RFP price, or that of any other PROPOSER, or to fix any overhead, profit or cost element of the RFQ / RFP price or that of any other PROPOSER, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the RFQ / RFP Proposal and related documents are true.
6. The PROPOSER has not, directly or indirectly, submitted the RFQ / RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFQ / RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFQ / RFP.

Executed this 8th day of August, 2013 at Visalia, Tulare County, California  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: 

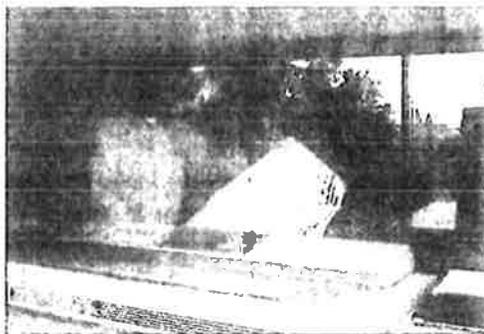
Title: Chief Financial Officer

## Appendix A – Professional Services

### Professional Services

#### Civil Engineering

Quad Knopf is a leader in providing civil engineering services throughout California, specifically evidenced by our serving as District Engineer and Contract City Engineer for several communities. Having worked with public-sector clients for over 40 years, our team of professionals has a wealth of experience on a variety of project types. Our experienced professionals are adept at all the critical subdisciplines of civil engineering and many have developed that expertise while working for cities and counties throughout California.

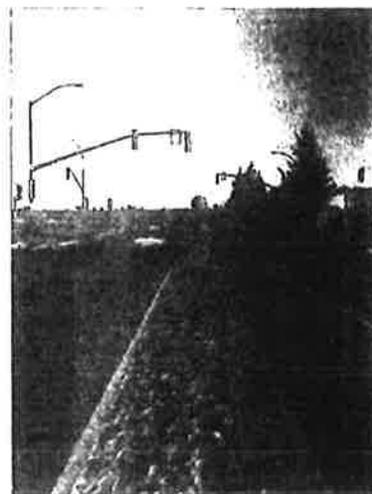


Our decades of experience in providing cities with municipal engineering services, as well as other public agencies and special districts throughout California, makes us highly qualified to provide complete engineering services – including the following:

- ◆ Water Storage, Distribution and Supply
- ◆ Management Plans for Water, Sewer and Storm Drainage
- ◆ Water and Wastewater Treatment
- ◆ Utilities Planning and Coordination
- ◆ Storm Drainage Design
- ◆ Sanitary Sewer Design
- ◆ Infrastructure Master Plans and Fee Studies
- ◆ Street and Road Design
- ◆ Pavement Management
- ◆ Construction Engineering and Management
- ◆ Development Plan Checking Services
- ◆ Grant Writing and Project Funding Assistance

#### Traffic Engineering

Quad Knopf's traffic engineering staff includes licensed civil and traffic engineers with extensive experience in the sub-disciplines essential to providing complete traffic engineering services. The firm provides professional and technical consulting services to public agencies, including Caltrans, cities, counties, and schools as well as private development clients. Our experience and diversity allows us to be involved in all phases of a project, including preliminary planning, design, and construction management.

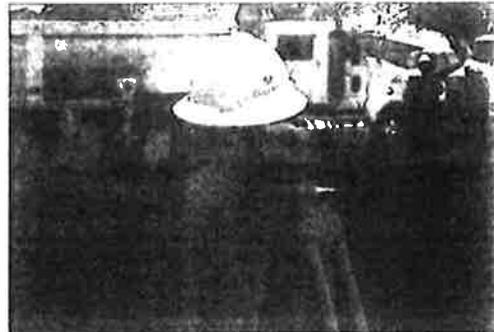


- ◆ Traffic Engineering Design

- ◆ Traffic Operations Analysis
- ◆ Transportation Studies
- ◆ Traffic Engineering Reports
- ◆ Traffic Signal Design
- ◆ Bicycle and Pedestrian Facilities
- ◆ Neighborhood Traffic Calming
- ◆ Roadway Lighting
- ◆ Signing
- ◆ Traffic Signal and Traffic Signal System Evaluation
- ◆ On-and Off-Street Parking Analysis Studies and Design
- ◆ Traffic Control Device Assessments

#### Land Surveying Services

Quad Knopf currently employs a team of 9 licensed land surveyors allowing us to respond in a timely manner to requests for service. Quad Knopf has provided survey services to a number of public agencies throughout the years and currently provides survey services to the cities for which Quad Knopf serves as City Engineer. In addition to serving as the Surveyor of Record for these cities, Quad Knopf has



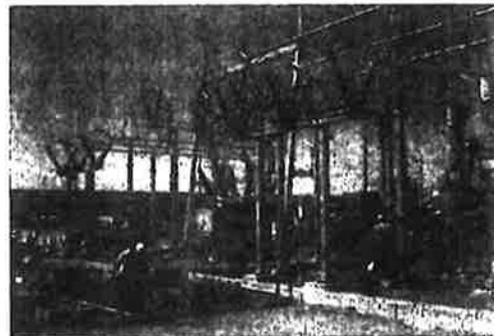
acted as Surveyor of Record and performed topographic surveys, ALTA surveys, boundary surveys, and construction control surveys on countless projects throughout California.

Using Global Positioning System (GPS), robotic and conventional equipment, Quad Knopf's land surveying department supports projects by providing the following services:

- ◆ Map Checking
- ◆ Construction Staking
- ◆ Boundary Surveys
- ◆ Topographic Surveys
- ◆ Right-of-Way Surveys and Maps
- ◆ Geodetic Control Surveys
- ◆ Aerial Photo Control Surveys
- ◆ Legal Descriptions
- ◆ ALTA Surveys

#### Utility Coordination

Quad Knopf has staff members with over 35 years experience in the Dry Utility arena. Currently our utility staff is working on projects involving major relocations, road improvements and new power connections for streetlights, traffic signals, well sites, and lift stations. Their combined experience provides Quad Knopf with a unique opportunity to assist our clients in this very time consuming, and sometimes tedious area of a project.



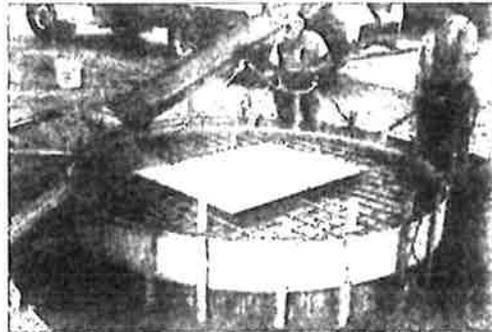
## *Appendix A – Professional Experience*

Utility coordination is often an area that can cause significant delays during construction if it is not managed aggressively as an integral part of the project. Our focus on timely performance of utility companies allows this issue to be addressed proactively by making sure that all affected utilities are properly contacted, and consistently receive follow up to ensure that the project progresses without costly and frustrating delays. Our relationships and experience in this specific specialty are truly unique. Utility services include the following:

- ◆ Submittals of Improvement Plans to Affected Utility Company
- ◆ Preparation of Utility Company Applications
- ◆ Coordination of Relocations for Road Improvements/Widening Projects
- ◆ Coordination of New Power Connections Well Sites and Lift Stations
- ◆ Coordinate On-site Upgrades with Local Power Company
- ◆ Researching Utility Locations for Design and Construction
- ◆ Research and Due Diligence Reports – Site Specific
- ◆ Coordination of Power Connections for New Streetlights and Traffic Signals
- ◆ Coordination and Permitting/License Agreements with Railroads

### **Construction Management**

Quad Knopf's highly qualified construction personnel specialize in a full range of construction-phase services including construction management, construction administration and construction observation and monitoring for all types of public and private projects. Our staff of professionals thoroughly understands the construction process and provides our clients with the knowledge and insight needed to make informed



decisions throughout the construction process. Typical construction management services performed by Quad Knopf include:

- ◆ Construction Observation and Monitoring
- ◆ Bidability and Constructability Reviews
- ◆ Coordination and Observation/Monitoring of Utility Relocations
- ◆ Project Coordination
- ◆ Construction Contract Administration
- ◆ Construction Claim Analysis and Support

### **Labor Compliance**

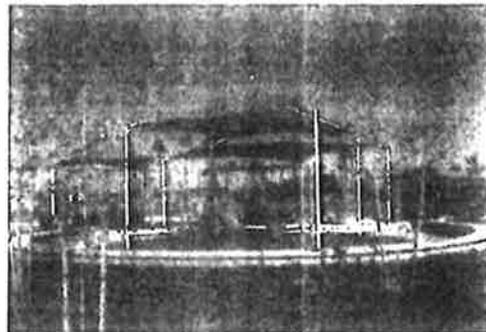
Quad Knopf's knowledgeable Labor Compliance staff understand that Labor Compliance Programs (LCPs) are a necessary component of public works construction projects as part of the effort to enforce the State's Prevailing Wage Rates and the Federal government's Davis-Bacon Wage Determinations. To further assist in the success of our municipal clients' projects, Quad Knopf maintains a **State-approved** LCP (State Identification No. 2004.00423).

## Appendix A – Professional Experience

Quad Knopf's LCP is applicable to all public works projects which are funded under Proposition 50, the Coastal and Beach Protection Act of 2002, as well as Water Security and Clean Drinking Water Laws. Our LCP coordinators are properly trained in executing the LCP process and the laws governing such programs.

### Landscape Architecture

Quad Knopf's landscape architecture team provides a broad range of landscape design services to clients under the same guiding principles as our other disciplines. Our experienced staff has 19 years of experience successfully translating the client's needs and ideas into practical and creative design solutions, addressing both current needs and future requirements of the projects. This results in Quad Knopf creating lasting inviting environments where people work, play, and visit.



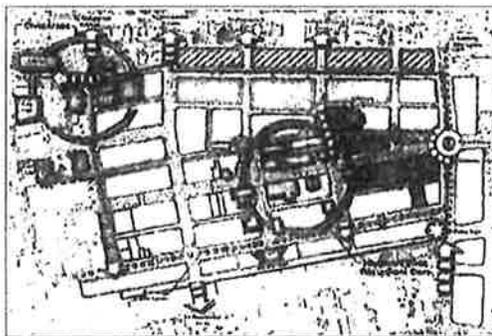
Our team is also up-to-date on the current Model Water Efficiency Landscape Ordinance (MWEL) (AB1881) that became effective on January 1, 2010 as part of a statewide effort to reduce water waste. Landscapes designed by our professionals incorporate low-impact designs that meet the new MWEL requirements.

Typical projects provided by our landscape architecture team include:

- ◆ Site Planning
- ◆ Public Parks
- ◆ Planting and Irrigation Design
- ◆ Paved and Grassy Recreation Facilities
- ◆ Sports Parks/Skate Parks
- ◆ Tot Lots/Pre-teen Playgrounds
- ◆ Streetscapes
- ◆ Pedestrian Malls
- ◆ Bicycle and Pedestrian Trails
- ◆ Neighborhood Parks
- ◆ Picnic and Barbeque Facilities
- ◆ Disc Golf Courses
- ◆ Decorative Lighting
- ◆ Signage
- ◆ Splash Pads

### Planning and Urban Design

The firm's knowledge of land use, urban design, policy planning, and coordination and cooperation with other consultants has been gained through nearly 40 years of involvement with projects for both public agencies and private clients. Our personnel are accustomed to providing design and consulting services for both the public and private sectors. Our approach is pragmatic and our plans are implementable. We have practicable experience due



*Hanford Downtown East Precise Plan  
Land Use and Circulation*

## Appendix A – Professional Experience

largely in part to our work with developers and builders and our realistic approach to market research within an ever-changing market. We offer the benefit of bringing “reality” to a project. We have the successful experience of getting plans approved, getting community support, and getting them built. Quad Knopf’s history of working with the private sector coupled with our successful completion of project with public agencies will prove to be a benefit to the City of Hanford.

### Our experience includes:

- ◆ Master Planned Communities
- ◆ Land Use Planning
- ◆ Site Planning
- ◆ Urban Design
- ◆ Specific Plan Development
- ◆ Feasibility and Yield Studies/Due Diligence
- ◆ Urban Infill/Redevelopment
- ◆ Traffic Calming/Walkable Communities
- ◆ Adaptive Reuse/Brownfields
- ◆ Sustainable Design
- ◆ New Urbanist Communities
- ◆ Main Street Revitalization
- ◆ Open Space Conservation Design
- ◆ Rural Communities Preservation
- ◆ Public Outreach, Visioning, and Design Charettes
- ◆ Town Centers/Mixed-Use Development
- ◆ Transit Oriented Development
- ◆ Design Guidelines/Development Standards
- ◆ Hillside Development
- ◆ Historic Roadway Design Manuals
- ◆ Project Management
- ◆ Resort Planning
- ◆ Computer Visualization, 3D Modeling

### Policy Planning Services

- ◆ Zoning/Land Use/Form Based Codes
- ◆ General Plans and Amendments
- ◆ Community Plans/Precise Plans/Corridor Plan
- ◆ Specific Plans/Master Plans /PUD Overlays
- ◆ Permit/Entitlement Processing
- ◆ Conditional/Major Use Permits
- ◆ Alternative Energy Permits and Studies
- ◆ Williamson Act Cancellation
- ◆ Capital Improvement/Implementation Plans
- ◆ Planned Development Permits
- ◆ Site Development Permits
- ◆ LAFCO Applications
- ◆ Agency Support/Extension of Staff
- ◆ Local Coastal Plans and Amendments
- ◆ Sphere of Influence Reports
- ◆ Due Diligence Studies
- ◆ Site Investigation Reports

### Environmental Planning Services

Our environmental planning team members have many years of experience working directly for public agencies throughout California, giving them a vast knowledge of local environmental planning processes. With years of applicable experience in communities of varying sizes, the firm’s environmental planning staff has been extensively involved in the preparation of a wide variety of CEQA and NEPA documents. In addition, many of our environmental planners are former public-

## Appendix A – Professional Experience

sector planners. Their experience has contributed to the decision-making process through the preparation of environmental findings and the formulation of recommendations. They are also skilled in and adept at making presentations to Planning Commissions, Boards of Supervisors, and City Councils.

Quad Knopf's team of environmental planners are well versed in the preparation of the following:

- ◆ Environmental Impact Reports (EIRs)
- ◆ Negative Declarations
- ◆ Mitigated Negative Declarations
- ◆ Initial Studies
- ◆ Categorical Exemptions
- ◆ Environmental Impact Statements
- ◆ Environmental Assessments (EAs)/Findings of No Significant Impacts (FONSI's)
- ◆ Categorical Exclusions
- ◆ Air Quality Assessments
- ◆ Mitigation Monitoring & Reporting Plans and Programs
- ◆ Storm Water Pollution Prevention Plans (SWPPP)
- ◆ Water Supply Assessments
- ◆ Global Climate Change Evaluation

### *Public Outreach and Facilitation*

One of Quad Knopf's primary strengths is our ability to generate public awareness, understanding of and general consensus regarding key environmental issues. Quad Knopf has extensive experience working with community groups, developers, agency staff members and decision-makers. Planning staff members have experience as management-level city and county staff members, and are therefore sensitive to the need to ensure that community involvement is meaningful and that the resultant product has strong support.



Our public outreach experience is diverse and effective. Our team members have experience with the following specific areas of public outreach:

- ◆ Preparing public participation plans/programs
- ◆ Public Hearings/Public Meetings
- ◆ Stakeholder interviews
- ◆ Walking tours/walking audits
- ◆ Surveys/Questionnaires/Online Surveys (Survey Monkey)
- ◆ PowerPoint/Turning Point Technologies
- ◆ Public Open House
- ◆ Visioning Workshops/Visioning Exercises
- ◆ Design Charettes
- ◆ Newsletters
- ◆ Leading efforts at 3-D animation/3-D modeling

## Appendix A – Professional Experience

- ◆ Website updates
- ◆ Graphic Exhibits/Graphic Displays
- ◆ Participation in Committee and Subcommittee Groups
- ◆ Student Outreach (Elementary and Middle School)
- ◆ Divergent and Convergent Methods to Achieve Consensus Building
- ◆ Public Education (not just consensus building and gathering ideas and public needs and wants)

### Biological Services

Quad Knopf's Biological Services team has a thorough understanding of the biological and ecological issues and concerns required in developing, permitting, and implementing any project. Our team provides a full range of ecological and biological services to support preparation of all manner of environmental documents, as well as their related technical studies. Our multidisciplinary teams assess wildlife, botanical, wetland, and fisheries resources using proven techniques that meet specific protocol requirements of federal and state agencies, including:



- ◆ U.S. Army Corps of Engineers Section 404 permits
  - Section 404 and 404(1)(b), Clean Water Act
  - Wetland Delineations
  - Mitigation, Monitoring and Reporting Plans
  - Restoration Plans
- ◆ Regional Water Quality Control Board
  - Section 401 permits, Clean Water Act
  - Storm Water Pollution Prevention Plans
  - National Pollutant Discharge Elimination System (NPDES) permits
- ◆ California Department of Fish and Wildlife
  - Section 1602, California Fish and Wildlife Code Compliance
  - Section 2080.1 Consistency Determination
- ◆ U.S. Fish and Wildlife Service
  - Section 7 and 10(a)(1)(B) Consultations, Endangered Species Act
  - Habitat Conservation Plans
  - Protocol-level special status species surveys

## Jeffery S. Cowart, P.E.

*Principal Civil Engineer/Bakersfield Office Manager*

### AREAS OF EXPERTISE

- ◆ Municipal Engineering
- ◆ Project Management
- ◆ Road/Street Design
- ◆ Storm Drainage Systems
- ◆ Water Distribution Systems
- ◆ Sewer System Design
- ◆ Master Plans

### EDUCATION

- ◆ B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo

### REGISTRATIONS / CERTIFICATIONS

- ◆ Professional Civil Engineer, State of California, No. 41964

### PROFESSIONAL ORGANIZATIONS

- ◆ Member, American Public Works Association (APWA)
- ◆ Member, American Society of Civil Engineers (ASCE)
- ◆ Member, American Council of Engineering Companies (ACEC-CA)

Mr. Cowart has 28 years of civil engineering and project management experience. He currently serves as Principal Engineer, and Branch and Engineering Manager of the Bakersfield office, providing design and construction administration services for large-scale infrastructure improvement projects for a number of public agencies. Mr. Cowart's responsibilities have included providing project management services for surveying, planning, design, contract administration, and construction inspection for public works projects and site improvements erected by private developers.

As Branch Manager, Mr. Cowart provides oversight of all projects managed and services provided through the Bakersfield office. This includes the substantial amount of oil, gas, and energy projects being managed by Bakersfield project managers and technical professionals,

As an engineer with the Engineering Division of the City of Visalia, Mr. Cowart was responsible for the design of storm drainage, bikeway, sanitary sewer, and street projects. He also provided project management including survey, planning, design, contract administration, and construction inspection projects. With Quad Knopf, he has been providing city engineering services to many of our city clients for which we serve as contract City Engineer, such as the Cities of Farmersville, Exeter, Lemoore and Corcoran. Mr. Cowart currently serves as the project manager and primary contact to the City of Delano for providing city engineering services.

### *City Engineering Experience with Quad Knopf*

- 2008 – Present Principal-in-Charge/Project Manager, City Engineering Services, City of Delano
- 2004 – 2005 City Engineer, City of Farmersville

### PROJECT EXPERIENCE

#### **Construction Management of SR 223 Bear Mountain Boulevard Streetscape Phases I & II – City of Arvin, CA.** *Principal-in-Charge.*

This project involves providing construction management, contract administration, bidding assistance, public outreach, field observation and monitoring, assurance testing, CEQA and NEPA environmental compliance monitoring, and labor compliance for the SR223 Streetscape Project. The project includes reconstruction the existing sidewalks fronting the commercial area of Arvin in a quarter-mile segment of road funded by a Transportation Enhancement (TE) Grant. The streetscape project will replace existing lighting with

delineate it as an entrance to the downtown area. Responsibilities included: preparation of plans and specifications; preparation of SWPPP; utility coordination; cost estimates; and right-of-way acquisition maps. Tulare County Measure R funds as well as City funds were used for the construction of the project. Construction was completed in 2010.

**Jaye Street/Gibbons Avenue – City of Porterville, CA.**  
*Project Manager.*

This project involved the construction/ reconstruction of Jaye Street from Montgomery Avenue to Gibbons Avenue to improve circulation. The project design included water services, sewer mains, a storm drain system for the entire area, box culvert, a ditch crossing at Jaye Street, street lights, fire hydrants and appurtenances. Construction of the street improvements was completed in late 2011.

**High Street Road Reconstruction – City of Delano, CA.**  
*Principal-In-Charge.*

This project involved Plans, Specifications, and Cost Estimates for the design of a one-million dollar road reconstruction project which included sidewalk construction, driveway construction and reconstruction of curb returns to provide handicap accessibility. The project was funded by the Federal American Reinvestment and Recovery Act (ARRA). The project included portions of five city streets.

**Girard and High Street Intersection – City of Delano, CA.**  
*Principal-In-Charge.*

This project involved Plans, Specifications, and Cost Estimates for sidewalk construction, driveway construction and reconstruction of curb returns to provide handicap accessibility. The construction fund came from Federal American Reinvestment and Recovery Act (ARRA) and was administered by Caltrans. Services provided included developing construction documents for site drainage, grading, paving, striping, signage, markings of the proposed intersection, and document preparation for right of way acquisition to obtain Caltrans' E-76 approval.

**Granite Hills Street Improvement – City of Porterville, CA.**  
*Project Manager/Project Engineer.*

This project involved the construction of approximately 3/4 miles of streets for the new Granite Hills High School, including traffic signal, lime treated subbase, and utility relocations. The project also included installation of sanitary sewer trunk lines, water mains, storm drain trunk lines and regional and area storm drainage basins. Served as overall project manager for the project including contract administration, client communication and coordination of other team members/subconsultants. Also served as project engineer for the street design, grading and drainage, and pipeline designs for sanitary sewer, water, and storm drainage.

## Miguel Barcenas, P.E. Civil Engineer

### AREAS OF EXPERTISE

- ◊ Water Storage and Distribution Design
- ◊ Sewer Collection and Odor Control Design
- ◊ Pumping Station Design
- ◊ Storm Drain Collection Design
- ◊ Hydraulic Analysis
- ◊ Hydrologic Analysis
- ◊ Flood Encroachment Analysis
- ◊ Grading Design
- ◊ Road Pavement and Rehabilitation Design

### EDUCATION

- ◊ B.S., Civil Engineering, California Polytechnic State University San Luis Obispo, CA

### REGISTRATIONS / CERTIFICATIONS

- ◊ Professional Engineer, State of California, No. 67700
- ◊ Sanitary Sewer Master Modeler

### PROFESSIONAL ORGANIZATIONS

- ◊ Member, American Society of Civil Engineers (ASCE)
- ◊ Member, American Public Works Association (APWA)

### AWARDS / RECOGNITION

- ◊ FCI Mendota Phase 1 Recognition, February 8, 2007
- ◊ FCI Mendota Phase 2 Recognition, April 4, 2011

### CONTINUING EDUCATION

- ◊ Waste Containment Liners, (ASCE)
- ◊ Water Distribution Systems, (ASCE)
- ◊ CUPSS – Water Asset Management, (RCAC)

Mr. Barcenas is a Civil Engineer in Quad Knopf's Bakersfield Regional Office. His professional background includes nine years of civil engineering experience designing sanitary sewer and storm drainage systems, floodway channels, water distribution systems, flexible pavement, CNG fueling stations, and State and Federal correctional institutions. He is also experienced in sanitary sewer assessment districts, and entitlement annexations.

### PROJECT EXPERIENCE

#### **Construction Management of SR 223 Bear Mountain Boulevard Streetscape Phases I & II – City of Arvin, CA. Project Manager.**

This project involves providing construction management, contract administration, bidding assistance, public outreach, field observation and monitoring, assurance testing, CEQA and NEPA environmental compliance monitoring, and labor compliance for the SR223 Streetscape Project. The project includes reconstruction the existing sidewalks fronting the commercial area of Arvin in a quarter-mile segment of road funded by a Transportation Enhancement (TE) Grant. The streetscape project will replace existing lighting with ornamental fixtures, and new landscape and irrigation systems in the new planters and medians.

#### **Southeast Arvin Flood Management Program – City of Arvin, CA. Project Engineer.**

This project involved a flood plain analysis of the City of Arvin, for purposes of promoting growth southeast of the city. Approximately 1,200 acres of agricultural land were studied in the environmental documents, which involved securing entitlements for commercial and residential developments, and mitigation of flood hazards. The 1,200 acres within the project area had very limited information in regards to flood analysis and flood delineation as typically mapped by FEMA. Responsibilities included performing a hydrological study to quantify the flood flows using HEC-1, and delineating the flood boundaries using HEC-RAS, and F.E.M.A.'s alluvial FAN methods for determination of flood flows crossing the project area, flood mitigation, and flood control measures required for the development.

#### **Construction Engineering Services for Downs Street Rehabilitation – City of Ridgecrest, CA. Assistant Project Manager/Project Engineer.**

This federally funded project includes a mile of pavement rehabilitation using a 2.5" asphalt concrete overlay. Also included in the project is the construction of sidewalks and access ramps to current ADA requirements as well as concrete

Responsibilities included grading, civil utilities including storm drain, sewer and water system design for construction documents. Construction of essential civil utilities within a 16' earthquake protected corridor required coordination with other underground services such as geothermal lines, cold and hot water mechanical pipelines, high and low voltage electrical duct banks, telecommunication duct banks, security and electronic pull boxes, and high pressure gas lines. Design of the Institution began in April of 2007 and was completed over a 4 month period, which includes review meetings with FBOP in Washington D.C. and preparation of Final Bid Documents. Construction assistance has been provided since November of 2007 and will continue until completion in 2011. The primary lead has been the joint venture between Arrington Watkins, HSMM, and Quad Knopf among the ten design companies.

**Kern County Emergency Operation Center – Kern County, CA. *Project Manager.***

Civil engineering services were provided for the Kern County Emergency Operations Center (EOC) in 2008. Located in northeast Bakersfield, the EOC was designed as a centralized location to support multi-agency and multi-jurisdiction disaster response coordination, communication hub for Kern County during emergency conditions. Construction of the \$3.4 million facility was completed in December of 2008 on schedule with minimal change orders to the site improvements. The improvements included demolition of an old maintenance shop, grading, drainage, sewer, water, and coordination of fiber optic utilities supporting the facility; a separate audio and visual contract was prepared by the owner due to grant funding requirements. Since the facility was commissioned EOC staff has been responsible for maintaining the response plan for the County for all emergencies thru multi-agency management exercise for fire, law enforcement, and other County staff.

**Chester Avenue Bridge Hydraulic Analysis – City of Bakersfield, CA. *Project Engineer.***

This project involved hydraulic analysis for the reconstruction of southbound Chester Avenue Bridge over Kern River for the City of Bakersfield. Responsibilities included preparation of a hydraulic model of Kern River from Rancheria Road Bridge to Calloway Weir using HEC-RAS to establish lower bridge chord elevations for pier design and design of abutment revetment. The model was based on Bank and Shore Protection criteria established by the U. S. Army Corps of Engineers for sizing and placing rock slope protection needed to protect bridge abutments. Completion of the hydraulic study was done in August of 2002 for the structural engineer's determination of the bridge's profile. Construction was completed in 2006.

**City of Atwater Sanitary Sewer System – Merced County, CA. *Project Manager.***

This project involved the design of a an 12 million gallon per day sewer bypass system and pump station from an existing Wastewater Treatment Plant to the new Bert Crane Treatment

## Rex Mason, P.E.

*Principal Civil Engineer*

### AREAS OF EXPERTISE

- ◆ Municipal Engineering
- ◆ Civil & Environmental Engineering
- ◆ Water Resources
- ◆ Water Supply and Treatment
- ◆ Pipeline Design and Drainage
- ◆ Wastewater Collection and Treatment
- ◆ Pumping Systems
- ◆ Assessment Districts
- ◆ Pavement Management

### EDUCATION

- ◆ BS, Civil Engineering, University of California, Berkeley

### REGISTRATIONS / CERTIFICATIONS

- ◆ Professional Civil Engineer, California, No. 14729
- ◆ Professional Civil Engineer, Nevada, No. 3402

### PROFESSIONAL ORGANIZATIONS

- ◆ Fellow, American Society of Civil Engineers (ASCE). Past President, Southern San Joaquin Branch of the LA Section.
- ◆ American Council of Engineering Companies (ACEC)
- ◆ Water Environment Federation (WEF)
- ◆ Life Member, American Water Works Association (AWWA)
- ◆ American Public Works Association (APWA)

Mr. Mason has an outstanding 52 years of experience in planning, budgeting, design and review of Civil Engineering projects in the public works sector throughout California. Mr. Mason has been the Contract City Engineer for the City of Tehachapi, City of Shafter, City of Taft, City of Delano, City of Ridgecrest and is the Project Engineer for the Bear Valley Community Services District and the Pinon Pines Mutual Water Co. His project design and management background includes projects with construction costs from \$2,000,000 - \$40,000,000 million. Mr. Mason is currently the Contract District Engineer for the Greenfield County Water District, the Frazier Park Public Utility District and the Green Valley County Water District. His license allows him to sign subdivision and parcel maps.

### PROJECT EXPERIENCE

#### **Contract City Engineer – Cities of Kern County, CA. *City Engineer.***

Contract City Engineer for six Kern County Cities; Tehachapi, Shafter, Taft, Delano, Arvin and Ridgecrest. Provided tentative map reviews, subdivision map and improvement plan checking, capital project budgeting, plans and specifications for capital projects, construction review and contract administration, engineering advice to Council and staff. Prepared and updated standard specifications and drawings for City Public Works construction.

#### **North East Bakersfield Drain – County of Kern, CA. *Project Manager/Project Engineer.***

Prepared a drainage study of the north east Bakersfield area, and prepared plans and specifications for a new drainage system in excess of five miles. The system was designed for pressure flow in certain locations as the hydrologic grade line was above the surface. Designed a detention basin on the Bakersfield College campus to substantially reduce the peak flows down stream with an irrigation system and grass banks.

#### **Oildale Drainage System – County of Kern, CA. *Project Manager/Project Engineer.***

Prepared plans and specifications for a new five mile drainage system, which included a drainage study for the majority of Oildale (North Bakersfield) to alleviate flooding problems. Designed a system to route storm water into a detention basin parallel to Kern River leading into the river bed below the water treatment plant intake.

#### **Elm and 21<sup>st</sup> Street Drain – City of Bakersfield, CA. *Project Manager/Project Engineer.***

Prepared a drainage study, plans and specifications for 1 ½

David Lollis, PE  
*Civil Engineer*

**AREAS OF EXPERTISE**

- ◊ Municipal Infrastructure
- ◊ Street/Highway Design
- ◊ Water and Wastewater Facilities
- ◊ Project Management

**EDUCATION**

- ◊ BS, Civil Engineering, California State Polytechnic University, Pomona
- ◊ Business Management Certificate, University of California Extension, Riverside

**REGISTRATIONS / CERTIFICATIONS**

- ◊ Professional Civil Engineer, State of California, No. 22497

**PROFESSIONAL ORGANIZATIONS**

- ◊ Member, American Public Works Association (APWA)
- ◊ Past President, American Public Works Association (APWA), Kern County Branch
- ◊ Life Member, American Society of Civil Engineers (ASCE)
- ◊ Past President, American Society of Civil Engineers (ASCE), Southern San Joaquin Branch

**AWARDS / RECOGNITION**

- ◊ CELSOC, Engineering Excellence Award, Corcoran treatment Plant, 2007
- ◊ Bureau of Federal Prisons, Mendota Federal Prison, Service Related to the Construction and Design of the Correctional Institution

**CONTINUING EDUCATION**

- ◊ Large Sanitary Sewer Systems, ASCE
- ◊ Pumping Systems Design for Civil Engineers, ASCE
- ◊ Design of Metal Building Systems, ASCE

Mr. Lollis brings over 40 years experience in the field of Civil Engineering and has worked for both private and public agencies. He possesses a strong background in municipal, subdivision, commercial and industrial engineering.

**PROJECT EXPERIENCE**

**Chester Avenue Bridge Project – City of Bakersfield, CA.**  
*Design Engineer.*

This project involved the demolition and removal of the southbound bridge located at Chester Avenue and the reconstruction of a new one. Provided the design of the overall site work and civil design including: surveying, coordinating geotechnical work, preparation of grading plans, erosion and sedimentation control, environmental work, traffic control plans, alignment and approach plans, and striping and signage plans.

**Bus Turn-Around, Loop Road, Kroll Way Entrance, California State University, Bakersfield – Bakersfield, CA.**  
*Project/Design Engineer.*

Provided design and project management for three projects involving road improvements for the California State University, Bakersfield campus. A bus turn-around, a loop road, and the Krull Way entrance were all part of the design. The Krull Way project also included coordination with the City's construction of a bridge over the Arvin Edison Canal and design of an adjacent parking lot.

**Arvin-Edison Canal Projects, Tenneco West – Bakersfield, CA.**  
*Project manager/Design Engineer.*

Responsible for construction inspection services for multiple road crossing projects for the Arvin-Edison Canal. Projects included: new bridge construction at White Lane and Ming Avenue, widening of existing road crossing at Gosford Road and a new box culvert construction at District Blvd. and Camino Media.

**Scarlet Oak Sewer Main, California State University, Bakersfield – Bakersfield, CA.**  
*Project Engineer.*

The current project is the proposed construction of a sewer main extension in Scarlet Oak Boulevard from Camino Media to Ming Avenue. The project will be the fourth and final phase of construction to complete the connection of a sewer main collection system designed by Quad Knopf for existing infrastructure and future expansion of the west side of the CSUB campus. This project will greatly reduce the reliance on an existing sewer lift pump station that currently serves this area. The proposed construction will involve the placement of eleven hundred feet (1,100') of fifteen inch diameter (15") PVC sewer main with associated sewer manholes, traffic control,

avoiding existing obstructions and connecting into an existing sewer line.

**Panama Lane Lift Station Replacement – City of Bakersfield, CA. *Design Engineer.***

Responsible for the design and preparation of plans for an 800 gallon per minute triplex sewage lift pump station to replace an existing pump station facility on Panama Lane. The lift station improvements were designed to allow the existing pump station to remain in operation during construction.

**Arena Sewage Lift Station – City of Bakersfield, CA. *Design Engineer.***

Responsible for the design and preparation of plans of a 500 gallon per minute triplex lift pump station for the Convention Center expansion project. The lift pump station is configured to accommodate adjacent loading dock storm runoff flows.

**Final Map and Improvement Plan Checking – City of Bakersfield, CA. *Plan Checker.***

Provided review of improvement plans and final maps for conformance to City Subdivision Ordinance, Improvement and Design Standards and the Subdivision Map Act. The final map and improvement plan checking extended over a two month period in 1997.

**B Street Sewer Replacement – City of Bakersfield, CA. *Design Engineer.***

Responsible for the design and preparation of plans for the replacement of B Street sewer from 20th Street to Truxtun Avenue. The existing sewer was originally constructed in the early 1900's at a shallow depth with subsequent structural failure of the sewer line. The construction provided for a 21" sewer line.

**Mohawk Sewer Phase I – City of Bakersfield, CA. *Design Engineer.***

Responsible for the design and preparation of plans for the construction of a main 18" sewer trunk line under Friant-Kern Canal at Brimhall Road. The construction was accomplished during scheduled maintenance of the canal.

**Mohawk Sewer Phase II – City of Bakersfield, CA. *Design Engineer.***

Responsible for the design and preparation of plans for the construction of Mohawk Sewer Phase II providing for a 15,600 linear foot plus extension of the main trunk sewer, constructed in Phase I, to serve areas to the east.

## Cathy Williams, P.E.

*Civil Engineer*

### AREAS OF EXPERTISE

- ◊ Project Management
- ◊ Grading Design
- ◊ Hydrologic Analysis
- ◊ Hydraulic Analysis

### EDUCATION

- ◊ B.S., Civil Engineering, San Diego State University

### REGISTRATIONS / CERTIFICATIONS

- ◊ Professional Engineer, State of California, No. 75489
- ◊ CASQA certified Qualified SWPPP Developer and Qualified SWPPP Practitioner, No. 22393

### PROFESSIONAL ORGANIZATIONS

- ◊ Member, Home Builders Association (HBA)
- ◊ Member, American Council of Engineering Companies (ACEC)
- ◊ Member, Greater Bakersfield Chamber of Commerce
- ◊ Member, American Society of Civil Engineers (ASCE)

### CONTINUING EDUCATION

- ◊ Subdivision Map Act
- ◊ XL Insurance Design Professional Liability Education Program – Time Management and Project Initiation
- ◊ Regional Water Quality Control Board Construction General Permit, Order 2009-009-DWQ workshop

Ms. Williams has 16 years of land development experience with a vast array of large and small scale residential, commercial and retail developers. She has an in-depth knowledge of designing public and private civil engineering projects in the areas of grading, traffic improvements, water quality, drainage and sewer design. She also has experience in the entitlement of master planned communities. Her responsibilities include client and agency coordination, civil engineering design, and supervision of project design.

### PROJECT EXPERIENCE

#### **Downs Street and Sunland Street Rehabilitation – City of Ridgecrest, CA. *Assistant Project Manager.***

Prepared plans, specifications and cost estimates, and provided bidding assistance to the City of Ridgecrest. This project originally covered 1.25 miles of pavement rehabilitation using a 2.5" asphalt concrete overlay. Also included in the original project was the construction of sidewalks and access ramps to current ADA requirements. Due to funding restrictions, the project currently includes the rehabilitation of approximately 1 mile of Downs Street and includes construction of access ramps and cross gutters. The project is currently under construction date, with a completion date of November 2012.

#### **Fluoride Removal Project, Pinon Pines Mutual Water Company – Frazier Park, CA. *Project Manager.***

Pinon Pines community is served by the Mutual Water Company. All water is supplied by wells and all are within close proximity of one another. Fluoride and Arsenic are present in some of the well water in excess of the MCL. Prepared a preliminary engineering report and submitted an application to the California Department of Public Health (CDPH) in order to obtain Prop 84 funding for this project. The funding agreement for this project was executed on June 13, 2011. The feasibility study is currently in progress.

#### **Water System Improvement Project, Frazier Park Public Utility District – Frazier Park, CA. *Assistant Project Manager.***

Assisted in the preparation of Plans, Specifications, Estimates and Construction Services for three new water storage tanks, 2500 lf of water main replacement, installation of control valves on existing water storage tanks, and replacement of existing Motor Control Centers for booster pumps and well pumps. Project funded through USDA Rural Development using ARRA funding. Project is currently in construction with a completion date of June 2012.

potential depth of flow that would impact the proposed photovoltaic solar facilities in a 100 year storm event.

**Strand Ranch Recovery Facilities - Pipeline Facilities and Well Equipping SWPPP, M.W. Lyles Co. - Bakersfield, CA.**  
*Environmental Specialist.*

Provided technical coordination and environmental expertise to develop Storm Water Pollution Prevention for 611 acres of the Strand Ranch Oil Field.

**SPCC Plan, Sequoia Beverage Company - Visalia, CA.**  
*Environmental Specialist*

Provided environmental compliance services for Sequoia Beverage's Facility. Quad Knopf prepared the Spill Prevention Control and Countermeasures Plan as required by State and Federal regulations. Responsibilities also included providing two training sessions in accordance with Federal regulations.

**Tract 6000 SWPPP, De Young Properties - Bakersfield, CA.**  
*Environmental Specialist.*

Provided technical coordination and environmental expertise to develop Storm Water Pollution Prevention and Dust Control Plans for a 9.4 acre site.

**Fairfax Elementary School No. 4 - Bakersfield, CA.**  
*Environmental Specialist.*

Provided technical coordination and environmental expertise to develop Storm Water Pollution Prevention and Dust Control Plans for a 25 acre site.

**Citizen Bank, Morgan Construction - Bakersfield, CA.**  
*Project Manager.*

This project involved the preparation of civil, architectural, electrical and mechanical engineering plans for the Tenant Improvements of an existing facility. Responsibilities included supervision of project design and coordination with the client and the City of Bakersfield. Project challenges included a short time line and tight budget, which was met.

**Arlington Park, Tract 6331, McMillin Homes - Bakersfield, CA.**  
*Project Manager.*

This project involved the design and construction of a 155 lot - 30 acre residential subdivision. Responsibilities included preliminary and final engineering design, lotting studies, grading, water, sewer and drainage plans, street improvement plans, final map plans, public agency coordination and construction administration,

**Tuscany, Tract 6000, McMillin Homes - Bakersfield, CA.**  
*Project Manager.*

This project involved the development of a 300 lot subdivision. Ms. Williams was responsible for the final engineering design, including the water, sewer, storm drain, and street improvements. She also supervised the construction of the project and as-built certifications.

## Lisa M. Wallis-Dutra, P.E., T.E., PTOE

### Senior Traffic Engineer

#### AREAS OF EXPERTISE

- ◆ Traffic Engineering Design
- ◆ Traffic Operations Analysis
- ◆ Traffic Engineering Reports
- ◆ Traffic Signal Design
- ◆ Roadway Lighting
- ◆ Ramp Metering
- ◆ Traffic Handling
- ◆ Signing
- ◆ Sign Lighting
- ◆ Pavement Delineation
- ◆ Bicycle & Pedestrian Facilities
- ◆ Roundabouts
- ◆ Safe Routes to School

#### EDUCATION

- ◆ B.S., Electrical Engineering, University of the Pacific

#### REGISTRATIONS / CERTIFICATIONS

- ◆ Professional Civil Engineer, State of California, No. C 71262
- ◆ Professional Traffic Engineer, State of California, No. TR 1888
- ◆ Professional Traffic Operations Engineer

#### PROFESSIONAL ORGANIZATIONS

- ◆ Member, Institute of Transportation Engineers (ITE)
- ◆ Central California Section of ITE, President 2007-2008

Ms. Wallis-Dutra has more than 24 years experience in traffic engineering design, operations, analyses, and management in both the public and private sectors. She has extensive experience in traffic engineering design, as well as project management experience to ensure successful completion of clients' projects. Ms. Wallis-Dutra possesses an exceptional record of producing quality work while meeting budgets and schedules on multiple concurrent projects. She works equally well with both public and private sector clients, as well as special interest community groups, to reach consensus on projects. She also currently serves as the Assistant City Engineer for the City of Farmersville.

#### PROJECT EXPERIENCE

##### **Comprehensive Infrastructure Master Plan, – City of Farmersville, CA. Traffic Engineer.**

Prepared the traffic circulation component of the City's Infrastructure Master Plan. The intent of the document was to help guide the City with traffic circulation policies and infrastructure needs. The goals were to improve circulation and safety, and provide green streets for all modes of traffic.

##### **Visalia Bikeway Plan Update – City of Visalia, CA. Project Manager.**

Prepared the City's 2011 Bikeway Plan, which included a review of existing conditions, needs assessment, recommended bikeway network, support facilities and programs, and implementation plan. The document was intended to guide bikeway policies, programs, and facility improvements to improve safety, comfort, and convenience for all bicyclists in the City.

##### **Walnut Avenue and Santa Fe Street Traffic Signal and Street Improvements – City of Visalia, CA. Project Manager.**

Designed a new traffic signal installation and street improvements at the intersection of Walnut Avenue and Santa Fe Street, as well as modifying the roadways vertical curves, curb returns and ramps to meet ADA compliance, signing, and pavement delineation. Project challenges included limited right-of-way for equipment installation, designing for both interim and ultimate conditions, and numerous utility conflicts.

##### **Demaree Street and Mill Creek Drive Traffic Signal and Interconnect – City of Visalia, CA. Project Manager.**

Managed the traffic signal and interconnect project at the intersection of Demaree Street and Mill Creek Drive. Designed a new traffic signal installation, a wireless signal interconnect

funded project to construct Class I and Class II bicycle facilities in the City of Selma. This project had an extremely tight schedule due to funding deadlines and required close coordination with the City and Caltrans Local Assistance to ensure all milestones were met to receive funding.

**Woodlake Roundabout Project – City of Woodlake, CA.**  
*Project Engineer.*

Provided engineering services to the City of Woodlake for the installation of a roundabout at the intersection of State Route 245 and State Route 216, as part of the City's overall downtown enhancement project. Responsibilities included completion of the Caltrans Conceptual Approval Report, geometric layout, signing, and pavement delineation. The project is funded with CMAQ Improvement Program funds, and will provide significant improvement to air quality in the City. This project will also provide a more pleasing entrance into the business district and will fulfill the City's Master Plan concept to provide pedestrian, bicycle, and transit connectivity to shopping, office, and recreational destinations in the downtown area.

**Federal Safe Routes to Schools (SRTS) Intersection Improvement Plans – City of Delano, CA.**  
*Project Engineer.*

Provided engineering services to the City of Delano for the improvements to 10 intersections within the City as part of a Federal SRTS program. The improvements varied between the individual intersections, but included: upgrading existing curbs and curb returns at crosswalks to conform to ADA regulations, modifying existing signing and pavement delineation in the vicinity of the crosswalks to provide enhanced notice to motorists, installing raised traffic islands to provide areas for signage, installing bulb-outs (curb extensions) with perpendicular curb ramps to increase the visibility of pedestrians prior to their entering the roadway, modifying existing traffic signal systems, and installing a raised mid-block crosswalk including the modification of an existing in-roadway warning light system.

**State Safe Routes to Schools (SR2S) Intersection Improvement Plans – City of Delano, CA.**  
*Project Manager.*

Provided updated traffic signal timing plans for the modified traffic signal systems at seven locations within the City as part of a State SRTS program. The improvements varied between the individual locations, but included: upgrading existing curbs and curb returns at crosswalks to conform to ADA regulations, modifying existing signing and pavement delineation in the vicinity of the crosswalks to provide enhanced notice to motorists, installing raised traffic islands to provide areas for signage, modifying existing traffic signal systems to add crosswalks and pedestrian countdown signals, installing a raised crosswalk, and installing Class II bicycle lane facilities. Also provided updated traffic signal timing plans for the modified traffic signal systems.

**Joel R. Joyner, P.E., PLS**  
*Civil Engineer/Land Surveyor/Project Manager*

**AREAS OF EXPERTISE**

- ◀ Road/Street Design
- ◀ Roundabout Design
- ◀ Bridge Design and Inspection
- ◀ Construction Management
- ◀ Project Management

**EDUCATION**

- ◆ B.S., Civil Engineering, California State University Fresno

**REGISTRATIONS / CERTIFICATIONS**

- ◆ Professional Civil Engineer, State of California, No. 53350
- ◆ Professional Land Surveyor, State of California, No. 8318

**CONTINUING EDUCATION**

- ◆ Resident Engineer Academy
- ◆ Construction Inspection of Traffic Signals
- ◆ Roadside Safety Practices
- ◆ Federal-Aid Series I (Overview of Federal-Aid Process)
- ◆ Federal-Aid Series II (Environmental Analysis)
- ◆ Federal-Aid Series III (Procedures for right of way Acquisition)
- ◆ Federal-Aid Series IV (Project Development)
- ◆ Federal-Aid Series V (Contract Administration and Project Completion)

Mr. Joyner has more than 20 years of civil engineering and project management experience. He currently serves as a Senior Civil Engineer, providing design and construction administration services for several public works and private developer projects. His professional background includes 14 years as an engineer for the County of Kings and three years with Omni-Means. Mr. Joyner's responsibilities have included providing project management services for surveying, design, contract administration, and construction inspection for public sector clients and site improvements erected with private developers and city public works projects.

**PROJECT EXPERIENCE**

**Construction Engineering for Downs Street Rehabilitation – City of Ridgecrest, CA. Resident Engineer/Labor Compliance.**

Provided on-site inspection and daily reports, reviewed traffic control plan and pay estimates, and negotiated change orders for the reconstruction of the existing road way, complete invoicing to the State for reimbursement and State review. Providing construction management, contract administration, inspection, assurance testing, and labor compliance for this federally funded project, which includes a mile of pavement rehabilitation using a 2.5" asphalt concrete overlay. Also included in the project is the construction of sidewalks and access ramps to current ADA requirements as well as concrete cross gutters. The project is currently in construction and is scheduled for completion in the late Fall of 2012.

**City Engineer & City Surveyor – City of Woodlake, CA. City Engineer.**

Served as the City Engineer and City Surveyor for the City of Woodlake. Provided project management and design of several City projects and review of land development projects, as well as the challenges of meeting project budgets, schedules, and Caltrans requirements.

**Safe Routes to Schools Project – City of Woodlake, CA. Project Engineer.**

Prepared plans, specifications and estimates, and provided oversight of construction management, as well as the challenge of obtaining Caltrans permits and Federal funding for ADA accessible ramps, new road way signs and posts, pavement delineation, and in-roadway lighted crosswalks in various locations throughout the City.

**State Route 33 and Belmont Avenue, State Route 33 and Bass Avenue Signal Installations – City of Mendota, CA. Project Engineer.**

Prepared plans and provided oversight of construction

**Delano WWTP Expansion – City of Delano, CA. *Project Manager.***

Assisted the construction management team with project estimates, scheduling and billings for the expansion and construction of the wastewater treatment facility in the City of Delano.

**Woodlake Reservoir, Phase 1&2 – City of Woodlake, CA. *Project Engineer.***

Designed the water line and water system improvements along Wutchumna Avenue for the removal of the existing water tank and the construction of a new water storage tank in the City of Woodlake. Provided day to day inspection for the construction of a new water storage tank in the City of Woodlake.

**Exeter Well #14 – City of Exeter, CA. *Construction Engineer.***

Provided day-to-day inspection and reviewed submittals and processed change orders for the construction of water well improvements for a new well in the City of Exeter.

**Remodel Fire Administration Building, County of Kings – Hanford, CA. *Project Engineer.***

Coordinated with Project architect, end users and contractor for an office remodel of an existing County Building constructed in 1951, requiring supply of heat and air-conditioning to all offices, updates to electrical sub panel to a 480V panel for the building, and providing communication and data lines to each of the new offices.

**Kings County Government Center Parking Lot Improvements Phases 1, 2, and 3, County of Kings – Hanford, CA. *Project Engineer.***

Developed plans, specifications and estimates, provided construction management, inspection, and construction staking services, and reviewed certified payroll for the reconstruction and construction of several parking lots around the Kings County Government Center.

**Loop Road, Reed Construction – Yosemite National Park, CA. *Project Manager.***

Gathered survey data for the crossing and design of the crossing per current FHWA specifications for the removal and replacement of several culverts and pipe crossing in the Yosemite Valley.

**Ventura Boulevard – City of Fresno, CA. *Project Manager.***

Constructed a decorative fence for the City of Fresno. Responsibilities included bidding the project; scheduled the construction crew and ordering the materials. Project challenges were the tight construction window and dealing with the manufacturer of the decorative art panels.

**Sandy Lift Station – City of Farmersville, CA. *Construction Engineer.***

Coordinated the installation of new pumps and coatings, and the refurbishing and construction of an existing sanitary lift station in the City of Farmersville.

## Kristie M. Achee, PLS

*Professional Land Surveyor/Survey Department  
Manager*

### AREAS OF EXPERTISE

- ◄ Land Surveying
- ◄ Project Management
- ◄ Research and Mapping

### EDUCATION

- ◄ B.S., Civil Engineering, Mississippi State University, Starkville, MS
- ◄ Land Surveying Courses, Louisiana State University

### REGISTRATIONS / CERTIFICATIONS

- ◄ Professional Land Surveyor, State of California, No. PLS 8189
- ◄ Professional Land Surveyor, State of Mississippi, No. 2950
- ◄ Professional Land Surveyor, State of Louisiana, No. 4895
- ◄ Engineer in Training Certificate, State of Mississippi, No. EIT 5510

### PROFESSIONAL ORGANIZATIONS

- ◄ Member, California Land Surveyors Association (CLSA)
- ◄ Member, Mississippi Association of Professional Surveyors
- ◄ Chi Epsilon, Mississippi State University chapter
- ◄ Member, Louisiana Society of Professional Surveyors
- ◄ Elected Secretary/Treasurer for CLSA Bakersfield Chapter for 2008-2009 and 2009-2010
- ◄ Elected President for CLSA Bakersfield Chapter for 2011-2012
- ◄ Elected Secretary/Treasurer for CLSA Bakersfield Chapter for 2013-2014

### AWARDS / RECOGNITION

- ◄ On behalf of CLSA Bakersfield Chapter, accepted the Proclamation for National Surveyor Week from the City of Bakersfield, March 2012

As a Professional Land Surveyor, Ms Achee has held the role of Team Manager and Project Coordinator/Manager on multiple projects. Her professional work experience includes boundary and topographic surveys, ALTA surveys, Record of Surveys, tentative and final tract maps, lot line adjustments, easement and right of way legal descriptions and exhibits, control and as-built surveys in industrial, institutional, residential and commercial settings.

### PROJECT EXPERIENCE

**Maricopa Sun Solar Energy Complex ALTA and Survey Services, Maricopa Orchards, LLC. – Kern County, CA.**  
*Survey Department Manager.*

Performed a comprehensive array of surveys to provide the client of a large scale (7,500+ acre) solar project with the most efficient and economical approach to obtaining critical project data. Performed an ALTA and the associated field surveys, record of surveys, conservation easements, parcel maps and lot line adjustments. Managed challenges including monuments that were over four foot deep in places as well as some lost and obliterated corners and terrain that was not accessible through typical means. Collaborated with survey team and Client to establish the optimum mix of services tailored to meet the specific needs of the client and the agencies in the most economical manner.

**Mojave Topographic Survey – County of Kern, CA.**  
*Department Manager/Project Manager.*

As part of an On-Call Contract, where turn-a-round time was crucial, performed a topographic survey of an Alley that runs parallel to and between 'K' Street and Sierra Way from Mono Street to Trinity Street on a 50' grid. The survey was from edge of pavement to edge of pavement of the Alley as well as 10' outside the edges of pavement where accessible. The survey included cross streets 50' down both sides of the intersection of the streets and Alley. The survey also included all visible cross gutters edges and centerline, grade breaks, water valves, monuments and manholes, fences, buildings, power poles, curb and gutter and sidewalks. This project was done for Civil 3D (ACAD 2010). Supervised overall project to ensure accuracy, client satisfaction and that the project was completed on time and within budget.

**Fairfax Road Topographic Survey – County of Kern, CA.**  
*Department Manager/Project Manager.*

As part of an On-Call Contract, where turn-a-round time was crucial, performed a topographic survey of Fairfax Road between Redbank Road and the north end of the Highway 58 and Fairfax interchange on a 50' grid. The survey was from

## Doug Jacobson, PLS

*Professional Land Surveyor/Survey Party Chief*

### AREAS OF EXPERTISE

- ◊ Boundary surveys
- ◊ Topographic Surveys
- ◊ Construction surveys
- ◊ ALTA Surveys

### EDUCATION

- ◊ A.S., Cadastral Surveying Tech.,  
Chemeketa Community College

### REGISTRATIONS / CERTIFICATIONS

- ◊ Professional Land Surveyor, State of California, No. 8191
- ◊ Professional Land Surveyor, State of Oregon, No. 2710
- ◊ Professional Land Surveyor, State of Arizona, No. 41348
- ◊ Certified Federal Surveyors Program (CFedS), No. 1101

### CONTINUING EDUCATION

- ◊ Certified Federal Surveyor Training
- ◊ FEMA Elevation Certificate Workshop

Mr. Jacobson has been employed in various levels of surveying for more than 30 years. He has more than 15 years of experience performing complex boundary surveys involving large areas of public land. His additional experience includes performing topographic surveys for commercial and subdivision design, electrical transmission lines, underground and above ground fiber optic lines; construction surveys for commercial and residential developments; and ALTA, and right-of-way surveys.

### PROJECT EXPERIENCE

**Fairfax Union School District School Site No. 4, District Office and MOT/Bus Facility, Ordiz-Melby Architects, Inc. – Bakersfield, CA. *Land Surveyor.***

Performed a pre-design topographic survey and prepared of map to delineate the site, contours, existing physical features and existing easements of record as well as researching access and right of way issues on a 23 acre site. Supervised survey crew, performed research to establish control and locate boundaries and supervised and reviewed mapping. Managed project challenges which included location of unsurveyed site from record descriptions and adjacent surveys.

**Van Horn Elementary School, Panama-Buena Vista Union School District – Bakersfield, CA. *Land Surveyor.***

Supervised a topographic survey which involved of a portion of the existing school grounds to provide locations and elevation of existing facilities for the design of a parking lot. Supervised construction staking of the parking lot. Field adjustments were made to plans to allow the construction of the parking lot and adjacent hardscaping. Managed project challenges which included topographic survey of operating school and adjustment of plans to successfully integrate design to site during construction.

**East Bakersfield Curb & Gutter, County of Kern – Bakersfield, CA. *Survey Crew Supervisor.***

Performed a control and as-built survey, right of way location and aerial photo panel placement and survey for the design and construction of 14,000 feet of new curb and gutter, retaining walls, grading, pavement and miscellaneous concrete work. Managed project challenges which included lack of monumentation from which to establish right of way location.

**Descanso Curb & Gutter, County of Kern – Bakersfield, CA. *Survey Crew Supervisor.***

Performed a control and as-built survey, right of way location and survey for the design and construction of 8,000 feet of new curb and gutter, retaining walls, grading, pavement and miscellaneous concrete work in a 34 acre area. Managed project

Daniel Garver, LLA  
*Landscape Architect*

**AREAS OF EXPERTISE**

- ◀ Site Design
- ◀ Urban Design
- ◀ Subdivision Site Design
- ◀ Institutional Site Design
- ◀ Commercial Development Site Design
- ◀ Landscape Architecture

**EDUCATION**

- ◆ A.A., Liberal Studies, College of the Sequoias, Visalia

**REGISTRATIONS / CERTIFICATIONS**

- ◆ Licensed Landscape Architect, State of California, No. 4178

**PROFESSIONAL ORGANIZATIONS**

- ◀ Member, American Society of Landscape Architects (ASLA)

**AWARDS / RECOGNITION**

- ◆ Tree Fresno, 2010 Cityscape Award, 1<sup>st</sup> Prize for Special Projects
- ◆ California Parks and Recreation Society, District 7, 2004 Outstanding Facility Award

**CONTINUING EDUCATION**

- ◆ PSMJ Project Management Bootcamp
- ◆ PSMJ A/E/C Business Development for Principals and Project Managers
- ◆ ASCE Low Impact Development Applications for Water Resource Management
- ◆ Model Water Efficient Landscape Ordinance (MWEL0)

**CIVIC GROUPS**

- ◆ Board Member Exeter Little League 2006, Vice President
- ◆ Board Member Exeter Little League 2007, Field Maintenance Supervisor

Mr. Garver has 23 years of experience in landscape and amenity design, ranging from large institutional facilities (educational, outdoor recreational, office/retail) to residential subdivisions and small single-family residences. His innovative designs include school sites, medical facilities, police and fire facilities, bicycle and pedestrian paths, private country clubs and fitness centers, as well as professional buildings throughout the Central Valley. Mr. Garver's expertise is accented by his ability to reach design consensus with a variety of clientele from individual property owners to large communities.

**PROJECT EXPERIENCE**

**Veneto Park – City of Delano, CA. *Landscape Architect.***  
Provided landscape and irrigation design for this project which was for the City of Delano and includes the design of a new park with a play structure and rubber surfacing, walking path and rubber surfacing, an area set aside for exercise with eight workout stations, a full basketball court and a large open area for youth football or soccer practice. The park also includes picnic tables and benches spread around the park for passive activities. This project was completed in August of 2012.

**Heritage Park Renovations, Phase I – City of Lemoore, CA. *Landscape Architect.***

Provided landscape design for Phase I of a series of projects intended to enhance an existing park in the City of Lemoore. Design features included a walking/jogging trail that looped the park and included trailheads to existing neighborhoods and a 30-foot-wide landscaped/lighted bike path that connected an existing school through the park to a major road with connecting bike paths.

**Heritage Park Renovations, Phase II – City of Lemoore, CA. *Landscape Architect.***

Provided landscape design for a picnic gazebo large enough to seat 100 people or be sectioned off to host four separate groups with their own barbecues. Design features included stone-clad columns for the gazebo and a large stone-clad barbecue, lights, paths connecting it to the parking lots, and three small barbecues. The design also included the addition of large shade trees.

**Heritage Park Renovations, Phase III – City of Lemoore, CA. *Landscape Architect.***

Provided landscape and irrigation design for an 18-hole Disc Golf Course. The project resulted in the addition of 450 trees on the site and included a floor surface that will be a mulch bed made up of the shredded tree clippings from the parks around the City. The design also included the upgrading of the irrigation system for the park to include a new two-wire control

lights, brick planter benches, new trees, decorative paving, two monument signs and repair of hazardous walks.

**Farmersville Boulevard Streetscape – City of Farmersville, CA. *Landscape Architect/Project Manager.***

Provided streetscape design, including traffic calming bulb-out planters, decorative stamped concrete crosswalks, landscaping in new planters and reworking of existing planters. Designed a new irrigation system for the newly landscaped areas.

**Santa Fe Rails-to-Trails Project – City of Tulare, CA. *Landscape Architect.***

Provided landscape design services for a five mile, 12-foot wide trail completed in three phases. Design features included benches, drinking fountains, an equestrian trail, and approximately 3,000 trees. Prepared grading and drainage plans, intersection treatment, lighting/electrical plans, concrete flatwork, and landscaping and irrigation system design. *Awarded California Parks and Recreation Society, District 7 Outstanding Facility Award for 2004.*

**Burke Park, McMillin Homes Construction, Inc. – Visalia, CA. *Landscape Architect.***

Provided landscape design services for a 6.4 acre park/pond combination. Design features included 1.6 acres of fenced pond, 2.2 acres of turf, a 7,500 square foot tot lot, a half court basketball court, picnic tables, barbecues, bike racks and a half-mile walking/jogging path.

**Crosstown Bike Path– City of Lemoore, CA. *Landscape Architect/Project Manager.***

Provided landscape design services for a five mile bike path adjacent to the active railroad line. Coordinated street crossings, ditch crossing, railroad crossings and connects to the existing Multi-modal transportation station.

**Del Lago Specific Plan Landscaping Design, OSAT Development – Tulare, CA. *Landscape Architect.***

Prepared a conceptual design of a community park for the Del Lago development. The park's design consisted of a 29-acre recreation area that included a one-mile bike/walking trail, tennis courts, baseball/softball fields, football fields, soccer fields, a lake and open spaces. The Specific Plan included the development of standards for the future projects including lighting, landscaping, fencing, walking paths and bike paths from the perimeter of the project to the park and school within the development.

## Michael Ratajski

Senior Planner/Urban Design/Public Outreach

### AREAS OF EXPERTISE

- ◊ Project Management
- ◊ Policy Planning
- ◊ Zoning and General Plans
- ◊ Specific Plans, Master Plans, Precise Plans
- ◊ Urban Design, Urban Villages, Transit Oriented Development
- ◊ Land Use Planning
- ◊ Landscape Architecture
- ◊ Parks, Recreation and Trails Planning
- ◊ Site Planning
- ◊ Feasibility Studies/Due Diligence
- ◊ Public Outreach, Design Charettes, Facilitator
- ◊ Corridor Studies

### EDUCATION

- ◊ B.L.A., Bachelor of Landscape Architecture (Planning emphasis), Michigan State University
- ◊ Courses in Graphic Arts (after college graduation), Macomb County Community College
- ◊ Post Graduate Education Studies (Resort Planning, Golf Course Planning) Harvard University

### PROFESSIONAL ORGANIZATIONS

- ◊ American Planning Association (APA), California Chapter
- ◊ Voting Member of the Board of Commissioners, City of El Cajon Community Development Corporation (CDC)
- ◊ Member, Urban Land Institute (ULI), Sacramento Chapter, previously San Diego/Tijuana Chapter
- ◊ Co-chairman, ULI Technical Advisory Panel (TAP), San Diego/Tijuana Chapter
- ◊ Member, America Walks, San Diego Chapter (A Walkable Communities Organization)

Mr. Ratajski has 30 years experience in land planning, policy planning, and urban design for a wide variety of project types in the United States, Mexico, Asia, Africa, Europe, and the Middle East. He is currently a project manager and senior planner at Quad Knopf and provided planning consulting services in the Central Valley for Quad Knopf for nearly eight years before joining the firm. Mr. Ratajski has led planning efforts on redevelopment; urban infill; land use master plans; specific plans, planned area developments, and precise plans; mixed-use and transit-oriented development; low-, mid-, and high-density residential projects; "Main Street" revitalization; form-based codes and urban design guidelines; "green/ sustainable" development; and, new urbanist communities. He has worked with numerous public agencies and private developers and builders. Mr. Ratajski has led numerous community visioning workshops, public forums, and design charettes. Mr. Ratajski has worked with public agencies and teams of sub-consultants on transit oriented development and identifying mixed use, densities and intensities, mid- to high-density residential development, open space, design standards and guidelines for new development, circulation, and parking.

### PROJECT EXPERIENCE

**Hanford Downtown East Precise Plan – City of Hanford, CA.** *Project Manager/Principal Planner/Public Outreach Facilitator.*

Served as Project Manager, Principal Planner and Public Outreach Facilitator for the preparation of a twenty year revitalization and urban design plan on a 69-acre, 17-block area of Hanford's Downtown East area. The Precise Plan is a Planned Unit Development with Mixed-Use Overlay Zoning that included urban design guidelines, form based code, project phased implementation plan matrix, streamlined and simplified plan submittal and approval policies to attract new development, and community workshops and public outreach plan. One of the goals of the project was to create an approach that could be imitated for the City's General Plan and Zoning Ordinance updates. One of the project's focuses is the China Alley Revitalization Plan which had been identified as the 2011 Most Endangered Historic Places in America. Illustrative examples (plans, graphics, elevations, and digital images) were included in the plan document that assisted the community and the City with understanding the proposed development.

**Golden State Corridor Economic Development Infrastructure Improvements Project, Fresno Council of Governments – Fresno County, CA.** *Urban Design/Design Guidelines Manual.*

Prepared the Design Guidelines Manual for the 14.2- mile

- ◆ Citizen's Coordinate for Century 3 (C3), A smart growth management organization, San Diego, CA
- ◆ Member, North Park Community Association (NPCA), San Diego

### AWARDS / RECOGNITION

- ◆ Clemyjontri Park, Fairfax, VA. Named "One of the 5 Coolest Playgrounds/Parks in the US" by Yahoo Games,
- ◆ Second Place Award for the 100-Year Sustainable Growth Plan for the San Diego/Tijuana Region, International Gas Union Conference, Tokyo, Japan, 2003.
- ◆ ASLA Parks and Recreation Award for Freedom Park in Carroll County, MD., 1993
- ◆ ASLA Potomac Chapter President's Award for Hadley's Park, Potomac, MD, 1999
- ◆ Congressional Recognition for Outstanding Community Leadership from U.S. Congresswoman Sheila Jackson Lee for work on the Washington Avenue Historic Corridor.
- ◆ Certificate of Appreciation from Houston City Council for the Washington Avenue Historic Corridor.
- ◆ Red Maple Award for Rapley at Avenel Upscale Community, Montgomery County, MD,

### CONTINUING EDUCATION

- ◆ Creative Writing Workshops, Eureka Springs, Arkansas (2009 – present)

### GUEST SPEAKING

- ◆ "Principles and Characteristics of Town Centers". 2003 Association of Environmental Planners State Conference, Monterey, CA.
- ◆ "Building Blocks of Sustainable Communities: Rancho San Juan Case Study". 2005 Land Development West Conference and Expo, Phoenix, AZ.
- ◆ "Understanding the Maze of Public Stakeholders", April 2009 University of San Diego.

historic section of US 99 connecting the cities of Fowler, Selma, and Kingsburg now referred to as "Golden State Corridor". The design manual has been created to help unify the corridor by providing a uniform set of standards for the various sections, Urban Districts, Commercial Activity Nodes, Industrial Corridors, and Agricultural Preserves, yet allow for individuality for each community. The guidelines also promote the themes of "roadside nostalgia" by encouraging preservation and renovation of old or abandoned roadside buildings and signage from the highway's 'heyday' period (1940's-1960's); agricultural heritage; and, the history of the railroad. The guidelines address architecture, landscaping, parking lots, setbacks, trails and sidewalks, street furnishings, signage, and green design. Mr. Ratajski also assisted in public outreach, presentation materials, and meetings with the County of Fresno and the three corridor cities.

### **National City 2030 General Plan and Land Use Code Updates – National City, CA. *Planning/Land Use Code Preparation and Reorganization.***

In 2010 and 2011, assisted in the development of the General Plan Update and authored the Land Use (Zoning) Code Update for National City, California. The Land Use Code, which had not been updated for 35 years ensures consistency with the General Plan goals and policies; ensures consistency with recent state legislation; incorporates new mixed-use regulations using form based zoning; eliminates many of the unnecessary zones and requirements; and, simplifies the signage requirements and sign types with graphics and tables. The Land Use Code includes zoning for "Neighborhood Corner Stores", "Urban Agriculture", and "Solar and Wind Energy Systems". The Land Use Code (Zoning Code) includes four new categories for form based Mixed-Use further defined in the General Plan Update.

The General Plan, approved in 2011, also includes an element for "Safety" that identifies policies for "Crime Prevention", "Emergency and Disaster Preparedness", and "Brownfields" for contaminated sites. Policies for "Public Health and Environmental Justice" were also provided that includes access to healthy foods and lifestyle, community gardens, physical fitness, and improved air quality, promotes land use compatibility, public participation, and increased access to public amenities. The 2030 General Plan lists implementation measures for meeting policies and goals of the General Plan and indicators that help measure the progress/success of meeting these goals and policies.

### **Mulcahy Park – City of Tulare, CA. *Project Manager/Project Planner.***

The park plan involves the redesign of a school park for the City of Tulare. The park is on an existing school site and the City and School District have a joint use agreement for the park. The park will be remodeled to include 4 new soccer fields, 2 new softball/little league diamonds, 2 large rental picnic pavilions with barbeques, a splash park, a tot playground and a play area

- ◆ San Diego State University. Successful completion of Public Speaking courses.

for pre-teens. The play areas will be separated from each other by splash park but connected by a pair of “hidden trails”. The park will include a “handprint” plaza that will allow the local schools to place their handprints in a special concrete band that borders the plaza. The park will also include opportunities for the Mulcahy Middle School art classes to design ceramic tiles that can be embedded into concrete benches. The theme for the tiles and the play equipment will depict the natural environment and history of Tulare. The park will also include a new efficient irrigation system with a central controller, new turf, and new trees while preserving the existing and new water efficient planting around the new play areas. The park will include the following sustainable design features:

- ◆ a new efficient irrigation system with central controller,
- ◆ drought tolerant and native landscaping,
- ◆ preservation of existing trees,
- ◆ include local public art,
- ◆ engage the community (particularly a historically underserved community),
- ◆ splash park with water efficient features,
- ◆ use of high efficiency restroom fixtures,
- ◆ anti-graffiti surfaces on high target opportunities, and
- ◆ incorporate public gathering spaces.

**Chase Avenue Park – City of Porterville, CA. Planner, Design Project Manager, Public Outreach**

The 2.7 acre park will be located in an underserved area of affordable and multi-family housing. Local citizens were involved in the early stages of the planning process. A state grant required that the park be designed to California “green” standards which are similar to bronze LEED standards. The park will include bio-detention and bio-swale and a pervious asphalt parking lot. The park will include a youth sports field for softball and soccer, rubber surfaced preteen and tot lot playgrounds, a splash park, central plaza with student designed ceramic tiles, shade structures, 2 picnic pavilions, restrooms, and a loop trail. The trail will include trailheads to the City’s Tule River Parkway. The park will include educational gardens or areas reserved for three distinct plant environments: rain garden, drought tolerant/native garden, and wildlife garden. An information kiosk will provide details of landscaping materials throughout the park.

**Bus Rapid Transit (BRT) Design Services – Fresno, CA. Planning and Urban Design.**

The City of Fresno awarded Quad Knopf and the design team the final design services for the Fresno Bus Rapid Transit (BRT) project that proposes to implement public transportation services along Blackstone, Ventura and Kings Canyon. Worked with Pivot Architects on research and site evaluation, urban design services, station area design, landscape design, public outreach, and meetings with the Client.

**Ballpark Village and Wood Corporate Campus Planned Area Development, City of Goodyear, AZ and Civica Development – Goodyear, AZ. Project Manager/Urban Design/Design Guidelines.**

Served as Project Manager. Prepared a Planned Area Development (PAD) for two parcels totaling 250-acres adjacent to the Goodyear-Litchfield Airport in Goodyear, AZ and the proposed Goodyear City Center project. The former Wood Family Farm is now the new spring training home for the Cleveland Indians and Cincinnati Reds as well as the employment center for biotech and aerospace industries for this rapidly growing region west of Phoenix. Prepared plans and development standards for a mixed-use center and ballpark (opened in March, 2009) adjacent to the Goodyear City Center that includes 630,000 sq. ft. of office space, 400 hotel rooms, nearly 300,000 sq. ft. of retail, restaurants and entertainment, and 540 dwelling units. The office and research campus included up to 1.375 million square feet of office and supporting retail uses. He developed mixed use zoning and shared parking standards for the ballpark village. The PAD was unanimously approved by City Council and the Planning and Zoning Commission.

**Peoria Sports Complex Urban Design Study - City of Peoria, AZ. Project Manager/Urban Design/Public Outreach.**

Provided project management, urban design, guideline development, a form-based code, and public outreach for the City of Peoria. Worked the City, community, stakeholders, and advisory committees to identify a vision for redevelopment and new development opportunities and 'placemaking' characteristics for a mixed-use year round walkable destination environment. The 570-acre project included the major league ballpark and spring training facilities for the San Diego Padres and Seattle Mariners. The plan will provide the City with short- and long-range planning goals for redevelopment of the project site. Provided Planning; Urban Design, Policy Planning, Civil Engineering; Stormwater/Water Resources; Landscape Architecture; Park and Recreation Planning; GIS, 3-D Computer Graphics and Animation, and, Public Workshops using Power Point and Turning Point technologies. The study included preparation of a proposed land use and building intensity plan; a parking study plan that includes shared opportunities and parking structure locations; pedestrian and bicycle circulation; environmental restoration of an existing drainage channel with recreational and educational opportunities; an improved vehicular circulation plan identifying alternative routes, road 'diets' and shuttle service; identification of thematic elements including landscaping, hardscaping, street furnishings, signage and wayfinding, and lighting; and development regulations. Guidelines and standards were identified in a form-based code.

**California High Speed Rail Lindbergh Field Multi-Modal Transit Center Study - San Diego, CA. Planner.**

Worked with a team of experts and design professionals on

developing a study for a site on the northeast side of Lindbergh Field in the City of San Diego. Several concept studies were developed, but all had recurring components which included. The study was presented by members of Urban Land Institute in September 2010 at the Anaheim Convention during the "California High-Speed Rail TOD Marketplace" Conference.

- ✦ Creation of a Grand Terminal and a grand arrival to the City—its central iconic feature. The terminal will include high-speed rail, airport shuttles, regional rail, and local transit (buses and trolleys), and bikeways and pedestrian access.
- ✦ Readdressing of Pacific Coast Highway as a boulevard and grand entryway, and consolidate the multiple maze of surface streets at this location.
- ✦ Restoration of the urban fabric of walkable streets and strong and meaningful wayfinding.
- ✦ Creation of a garden environment that speaks to San Diego's character.
- ✦ Formation of large development areas rather than leftover spaces (that currently exist due to the numerous surface streets and smaller parcels here).
- ✦ Establishment of an international commerce hub with significant economic development potential.
- ✦ Development of a site for civic and entertainment use such as a Sports Arena.

**E Street Trolley Transit-Oriented Development – Chula Vista, CA. *Project Manager/Urban Design.***

The 25-acre redevelopment project included multi-modal improvements for bus, trolley, pedestrians, and bikes. The project was planned with a public plaza, mixed-use, structured and surface parking, and lower residential densities along the street edge transitioning to higher densities along the I-5 freeway and transit stop. The project also included civic uses and civic plaza and standards and guidelines for development. The project was well received by the Redevelopment Commission and will be used as an RFP to attract potential developers.

**Westside TOD, Mixed-Use and Affordable Housing – National City, CA. *Project Manager/Urban Design.***

Project manager for this 25-acre conceptual master plan, yield study, and feasibility report for a transit oriented, mixed-use, mid-density residential development within walking distance to the trolley stop in the City's Westside Specific Plan area. The plan proposed up to 800 residences at a density range of 10-45 dwelling units per acre. The plan included up to 450,000SF of office and 65,000SF of retail uses. Improved roadways, pedestrian and bicycle circulation, and a neighborhood park associated with improvements to Paradise Creek were incorporated into the master plan. Pyatok Architects, assisted in the preparation of concept studies and public workshops for a 13.5-acre affordable housing and mixed-use component. The proposed project would include more than 300 dwelling units,

an Environmental Health Services building, day care center, ground floor neighborhood retail, and live/work units. The projects included numerous workshops utilizing hands-on three-dimensional study models for the community and PowerPoint presentations. Employed the use of smart growth, transit oriented design, place-making, and green design in his urban planning approach to this project. The project also included standards and guidelines for development.

#### **KERN COUNTY PLANNING PROJECTS**

- **South Mill Creek, Corky McMillin Companies – Bakersfield, CA. *Project Manager/Urban Designer.***  
Prepared a concept feasibility study and illustrative plan for the Downtown Bakersfield revitalization efforts near the South Mill Creek ‘Riverwalk’, which provided a link between the Convention Center, Aquatics Center, and Government Center. The proposed plan included shops and restaurants along the hard-edged canal; office space above a mix of residential uses; a park and greenbelt; and the California Avenue streetscape/building facades as a component of the study.
- **Oak Creek Village – Tehachapi, CA.**
- **Tejon Ranch Industrial Center, Tejon Ranch – Lebec, CA. *Principal Planner.***  
Principal planner for Phase 2 of the Tejon Ranch Industrial Center. In addition to circulation, the plan included the following uses:
  - 1,000 acres
  - Distribution Center
  - Business Park
  - Hotel, Restaurants
  - Truck/Travel Plaza
  - Lots ranging in size from
  - 6 to 101 acres
- **Oak Creek Ranch, Specific Plan Update for Mendiburu Springs Specific Plan – Kern County, CA.**
- **Rock Creek Ranch – Kern County, CA.**
- **Old River Ranch – Bakersfield, CA.**
- **Shafter Industrial Center, Premiere Land – Shafter, CA. *Principal Planner.***  
Prepared three feasibility studies for an employment center between Bakersfield and Shafter near SR 99. The plans included light to heavy industrial uses along a railroad line.
- **Flying Sevens Ranch – Bakersfield, CA.**
- **Tait Ranch – Frazier Park, CA.**
- **Seventh Standard at Coffee Road Feasibility Studies – Bakersfield, CA.**
- **Rio Bravo Ranch – Kern County, CA**
- **Brundage Lane at Oswell Street Mixed Use – Bakersfield, CA.**

## Matthew J. Willbanks, P.E.

*Civil Engineer/Construction Manager*

### AREAS OF EXPERTISE

- ◊ Project Management
- ◊ Construction Administration
- ◊ Civil Engineering Design
- ◊ Construction Monitoring/Observation

### EDUCATION

- ◊ B.S., Civil Engineering, California State University, Fresno

### REGISTRATIONS / CERTIFICATIONS

- ◆ Professional Civil Engineer, State of California, No. C66845
- ◆ Professional Civil Engineer, State of Arizona, No. 51825
- ◆ Professional Civil Engineer, State of Colorado, No. 44712

Mr. Willbanks has over 13 years experience in the construction of civil engineered projects such as pipelines and water/wastewater treatment facilities. As a licensed civil engineer, Mr. Willbanks has the skills and background to manage all infrastructure construction associated with any type of building or facility.

### PROJECT EXPERIENCE

**Wells 8B and 9B Drilling, Development, and Site Improvements – City of Corcoran, CA.** *Design Engineer and Construction Manager.*

Prepared plans and specifications, provided construction management services, and performed monitoring and observation for the replacement of two municipal water wells.

**Arsenic Wellhead Mitigation Projects – City of Delano, CA.** *Program and Construction Manager.*

Provided construction management services on multiple SRF-funded municipal water well and arsenic removal projects for four separate contracts. Specific services included construction management for individual projects, and oversight of the entire program. The projects included wellhead and site improvements, arsenic removal filtration systems, utility coordination, and labor compliance monitoring for nine sites.

**Wastewater Treatment Facility Upgrade and Expansion – City of Woodlake, CA.** *Field Construction Observer.*

Provided part-time monitoring and observation support to the Resident Project Representative for the expansion of the City of Woodlake WWTF. The project included construction of a new headworks and influent pump station, two oxidation ditches, two secondary clarifiers, RAS pump station, secondary scum pump station, operations building, two solids storage/stabilization ponds, two percolation ponds, emergency storage pond, standby generator, site grading and paving, yard piping, electrical and instrumentation. This expansion replaced the existing aerated pond system, and expanded the City's treatment capacity to 1.3 MGD.

**New Tank and Water System Improvements, Frazier Park Public Utility District – Frazier Park, CA.** *Resident Project Representative.*

Provided construction monitoring and observation oversight during the construction of USDA-funded system upgrades, including replacement of existing water pipelines and water storage tanks; and the addition of altitude valves and electrical equipment and instrumentation to several existing water storage tanks, for multiple sites within the Frazier Park Public Utilities District. Services included monthly progress and billing reviews.

**Domestic Wastewater Treatment Plant Expansion – City of Tulare, CA. *Construction Manager and Resident Engineer.***

Served as Construction Manager and Resident Engineer for the construction of the City of Tulare's \$9 million DWWTP Influent Pump Station and Headworks, including replacement of aging electrical switchgear and motor control panels.

**Arsenic Removal Treatment Plant Expansion – City of Corcoran, CA. *Design Engineer and Construction Manager.***

Prepared plans and specifications, and provided construction management services for the addition of a sixth filter to the City of Corcoran's WTP.

**Delano Effluent Discharge Line – City of Delano, CA. *Field Construction Observer.***

Served as the Project Inspector for the construction of a new effluent discharge line constructed in the dirt shoulder between the travel way and an existing orchard using PVC Pipe.

**Industrial Wastewater Treatment Plant Expansion – City of Tulare, CA. *Senior Resident Engineer.***

Served as the Senior Resident Engineer and Inspector for the construction of the City of Tulare's \$78 million IWWTP expansion. Provided services that included daily construction monitoring and observation, contractor scheduling, and change order proposals and preparation. As construction manager, provided billing reviews between contractor and the City. Also provided contract assistance and managed daily processes of the Quad Knopf-Parsons joint venture team. The project schedule was driven by a Cease and Desist Order issued by the California Regional Water Quality Board. The plant was started up on time in November 2009, and final completion was achieved in March 2010.

**Arsenic Removal Water Treatment Plant – City of Corcoran, CA. *Resident Engineer/Design Engineer and Construction Manager.***

Provided construction management and monitoring and observation services for the construction of a new \$14 million water treatment facility. The 18 MGD facility treats water from all City wells. Project elements included modifications to seven wells to add sand separators and replace pump bowls and motors, demolition and removal of existing structures and pipelines, grading, paving, drainage facilities, lighting, fencing, and utilities. Prepared plans and specifications, and provided construction management and monitoring and observation services for the addition of a sixth filter to the City's water treatment facility.

**WWTP Headworks – City of Corcoran, CA. *Resident Engineer/Field Construction Observer.***

Provided construction management and monitoring and observation services for the construction of a new WWTP headworks facility in 2007. The new headworks structure was constructed adjacent to the existing structure, and required sheet-pile shoring of the operations building foundation to

accommodate the 22-foot deep excavation. The project was completed on time and on budget. One change order was issued upon the City's request for additional paving.

**Yosemite West Wastewater Facilities Upgrade, County of Mariposa, CA. *Project Engineer.***

Served as Project Engineer for the construction of new headworks and mechanical buildings, new aeration system, new clarifier and 7-acre subsurface drip disposal system. The upgraded 0.1 MGD plant serves approximately 300 residential lots in the County of Mariposa.

**Surface Water Treatment Facility – City of Fresno, CA. *Project Engineer.***

Responsible for the construction of chemical storage and distribution systems, as well as seismic restraint systems for piping and mechanical equipment at the new 30 MGD treatment plant. Featuring the Actiflo clarification process followed by ozone disinfection and granular activated carbon filtration, the \$32 million plant treats surface water from the San Joaquin River via Fresno Irrigation District's Enterprise Canal for distribution to City of Fresno customers.

**Wastewater Reclamation Treatment Plant, Hopland Band of Pomo Indians, Hopland, CA. *Project Engineer.***

Responsible for project development and construction of a 0.5 MGD Sequential Batch Reactor (SBR) wastewater treatment facility including design of reinforced concrete structures & form systems, design and layout of potable water and reclaimed water storage and distribution systems, and sanitary sewer collection system. The plant featured Aqua-Aerobic Systems mixers, diffused aeration system, and cloth media disk filters. The \$4 million plant treats wastewater collected from the Hopland Band of Pomo Indians' Sho-Ka-Wah Casino, tribal administration offices, and rancheria residences. Reclaimed water is California Title 22 compliant and is stored for use as fire protection and landscape irrigation.

**Milton Avenue Pump Station and Sewer Main, City of Parlier, CA. *Project Engineer.***

Responsible for the construction of a new sewer lift station at a depth of 35 feet and new gravity mainline at a depth of 25 feet in silty sand and sugar sand. The lift station was constructed on an unimproved lot in the City of Parlier, and the mainline was constructed in a residential area adjacent to and beneath existing utilities. A slide-rail shoring system was used to improve production rates and cost effectiveness versus traditional sheet piles.

## Mike Rodriguez

Senior Field Construction Observer

### AREAS OF EXPERTISE

- ◆ Residential Off-Site Inspection
- ◆ Municipal Inspection
- ◆ Commercial Off-site Inspection
- ◆ Construction Management
- ◆ Construction Administration

### EDUCATION

- ◆ General Education, College of the Sequoias, Visalia

### CONTINUING EDUCATION

- ◆ American Public Works Association: Construction Inspection - A Review Workshop
- ◆ Safety Center Incorporated: Excavation Training Competent Person
- ◆ University of Wisconsin-Madison, College of Engineering: Improving Public Works Construction Inspection Skills
- ◆ Caltrans and DMJM - Harris: Training in Inspecting for Water Pollution Control on Construction Site
- ◆ Traffic Control Supervisors Association Annual Conference: Seminar - Tort Liability
- ◆ Traffic Control Supervisors Association Annual Conference: Seminar - Communicable Disease Safety
- ◆ Traffic Control Supervisors Association Annual Conference: Seminar - MUTCD
- ◆ University of California, Institute of Transportation Studies, in Association with U.C. Berkeley Extension: Construction Inspection for Traffic Signals and Highway Lighting Systems
- ◆ University of Wisconsin-Madison, College of Engineering: Improving Public Works Construction Inspection Skills

Mr. Rodriguez has accumulated more than 30 years of experience in the engineering and construction field building a strong practical and mechanical foundation. He previously worked as a Senior Public Works Inspector for the City of Tulare, inspecting municipal, off-site commercial and off-site residential projects.

### PROJECT EXPERIENCE

#### **J Street Reconstruction Project – Tulare, CA. Public Works Inspector.**

Provided full-time inspection on the reconstruction of J Street, from Pleasant Avenue to Inyo Avenue, which includes such improvements as full pavement reconstruction, curb, gutters, sidewalks, drive approaches, water line improvements, storm drain improvements and a storm drain basin.

#### **Bardsley Avenue Reconstruction Project – Tulare, CA. Public Works Inspector.**

Provided full-time inspection on the reconstruction of Bardsley Avenue, from J Street to R Street, which includes such improvements as full pavement reconstruction and ADA accessible ramps.

#### **K Street Reconstruction Project – Tulare, CA. Public Works Inspector.**

Provided full-time inspection on the full pavement reconstruction of K Street, from Bardsley Avenue to Paige Avenue.

#### **Blackstone Street Reconstruction Project – Tulare, CA. Public Works Inspector.**

Provided full-time inspection on the reconstruction of Blackstone Street, from Bardsley Avenue to Sonora Avenue, which includes such improvements as full pavement reconstruction along with the use of recycled asphalt pavement grindings in lieu of aggregate base and ADA accessible ramps.

#### **O Street Reconstruction Project – Tulare, CA. Public Works Inspector.**

Provided full-time inspection on the reconstruction of O Street, from Bardsley Avenue to Inyo Avenue which includes such improvements as full pavement reconstruction and ADA accessible ramps.

#### **2010 Overlay Project – Exeter, CA. Senior Field Construction Observer.**

Provided full-time field construction observation and monitoring on the replacement of ADA complaint accessible ramps and the asphalt concrete overlay resurfacing of Orange Avenue, Visalia Road and Maple Street in the City of Exeter.

- ◊ University of California Extension, Institute of Transportation Studies, in Conjunction with the California Office of Traffic Safety : Safety Through Construction and Maintenance Zones
- ◊ Asphalt Institute: Everything You Need to Know About Asphalt Paving, Rolling & Compaction

**2010 North Lemoore Avenue Overlay – Lemoore, CA. Senior Field Construction Observer.**

Provided full-time field construction observation and monitoring on the installation of ADA compliant accessible ramps, the installation of truncated domes on existing ramps and the asphalt concrete overlay resurfacing of North Lemoore Avenue in the City of Lemoore.

**2009 Overlay Project – Corcoran, CA. Senior Field Construction Observer.**

Provided full-time field construction observation and monitoring on the installation of curb, gutter drive approaches, sidewalk and ADA compliant accessible ramps and the asphalt concrete overlay resurfacing of Orange Avenue, Dairy Avenue and Ottawa Avenue in the City of Corcoran.

**Cypress Park – Tulare, CA. Public Works Inspector.**

Provided full time inspection on the installation of Cypress Park which includes such improvements as sidewalks, storm drain lift station, park basin, softball field, a playground area, public restrooms, picnic harbors, landscaping and a parking lot area.

**Pleasant Park – Tulare, CA. Public Works Inspector.**

Provided full time inspection on the installation of Pleasant Park which includes such improvements as sidewalks, storm drain lift station, park basin, softball field, a playground area, public restrooms, picnic harbors, landscaping and a parking lot area.

**Blain Park – Tulare, CA. Public Works Inspector.**

Provided full time inspection on the installation of Blain Park which includes such improvements as sidewalks, a on-site creek with pedestrian bridge, storm drain lift station, small park basin, a playground area, public restrooms, picnics harbors, landscaping and parking lot area.

**2010 Double Chip Seal Project – Lemoore, CA. Senior Field Construction Observer.**

Provided full-time field construction observation and monitoring on the double chip seal resurfacing of various locations in the City of Lemoore.

## Rebekah Godett, EIT

*Senior Associate Engineer/Field Construction Observer*

### AREAS OF EXPERTISE

- ◆ Master Plans for Sewer, and Storm Water
- ◆ Subdivision Improvements
- ◆ Commercial Developments
- ◆ Storm Water Pollution Prevention Plans (SWPPP)
- ◆ Dust Control Plans

### EDUCATION

- ◆ BS, Civil Engineering, California Polytechnic State University, San Luis Obispo

### REGISTRATIONS / CERTIFICATIONS

- ◆ Engineer in Training, State of California, No. 120225

### PROFESSIONAL ORGANIZATIONS

- ◆ Member, American Society of Civil Engineers (ASCE)
- ◆ Member, Society of Hispanic Professional Engineers (SHPE)

### CONTINUING EDUCATION

- ◆ San Joaquin Valley Air Pollution Control District Compliance Division, Regulation VIII- Dust Control Training

Ms. Godett is a Senior Associate Engineer with eight years of engineering experience. Her professional background includes taking subdivisions from Tentative Map stage through construction as well as commercial and street improvement projects. Ms. Godett is very proficient in the drafting and designing of improvement plans, roadways, water, sewer and storm drainage systems for public works and private clients. She is also experienced in writing Storm Water Pollution Prevention Plans and Dust Control Plans for both residential and commercial applications.

### PROJECT EXPERIENCE

#### **Downs Street Rehabilitation Project – City of Ridgecrest, CA. Assistant Design Engineer/Field Construction Observer.**

Designed, prepared plans, specifications and assisted in the preparation of the Caltrans E76 application and provided construction observation and monitoring for the overlay rehabilitation of approximately one mile of Downs Street and includes reconstruction of access ramps and cross gutters. The project is currently in construction.

#### **Summerland Apartments, West Coast Construction – Bakersfield, CA. Assistant Design Engineer.**

Assisted in the design, prepared drainage study and prepared plans for a 19-acre, 328 unit multi-family subdivision with improvements including off-street improvements with storm water runoff brought on-site and sewer connections. On-site improvements included retention basin, storm drainage grading, sewer and water

#### **Office Building, Kern County Employee Retirement Association (KCERA) – Bakersfield, CA. Assistant Design Engineer.**

Assisted in the design and prepared plans for a 13,000 square foot office building. The improvements to this site included on-site grading, parking lot, landscaping, and utility tie-ins to the existing facilities.

#### **Kern Schools Federal Credit Union Building, Paloma Development – Bakersfield, CA. Assistant Design Engineer.**

Prepared the dust control plan, Storm Water Pollution Prevention Plan and assisted in the preparation of plans for a 9682 square foot building. The improvements to this site included on-site grading, parking lot, landscaping, and utility tie-ins to the existing facilities.

#### **Arsenic Mitigation – City of Delano, CA. Assistant Design Engineer.**

Designed and drafted plans for the construction of three new water wells and distribution piping at three different sites within

the City of Delano and a quarter mile of distribution piping. Each well site included the design for grading, drainage and distribution piping.

**Water System Upgrades, Frazier Park Public Utility District – Frazier Park, CA. Assistant Design Engineer.**

Designed and prepared construction plans and specifications for removal and replacement of existing water piping lines, four bolted steel water storage tanks and the addition of altitude valves to additional water storage tanks within Frazier Park.

**T-4 3MG Water Storage and Booster Station Project – City of Fresno, CA. Assistant Design Engineer.**

Assisted in the design, and prepared the specifications and plans for the construction of a 3 Million Gallon Wire Wrapped Concrete Water Storage Tank and a 10,000 gallon per minute booster pump station.

**Fluoride Remediation Project, Piñon Pines Mutual Water Company – Frazier Park, CA, Assistant Design Engineer.**

Prepared the blending study and exhibits for a test well for fluoride remediation. Assisted in the design and prepared the plans for the removal of two existing water storage tanks and the construction of a single new bolted steel water storage tank

**La Loma Curb & Gutter, County of Kern – Bakersfield, CA. Assistant Design Engineer.**

Designed ADA access ramps and prepared plans for 25,000 feet of new curb and gutter, sidewalks, grading, pavement tie-ins, drainage improvements and miscellaneous concrete work.

**Curb and Gutter Project – City of Delano, CA. Assistant Design Engineer.**

Designed and prepared construction plans for new curb, gutter, and sidewalk for Tract 2329 fronting State Highway 155.

**High Street Road Reconstruction – City of Delano, CA. Assistant Design Engineer.**

Designed ADA access ramps and prepared construction plans for the road reconstruction project.

**Girard and High Street Intersection – City of Delano, CA. Assistant Design Engineer.**

Assisted in the design and prepared construction documents for site drainage, grading, paving, striping, signage, and markings of the proposed intersection.

**2012 Street Rehabilitation Project – City of Delano, CA. Assistant Design Engineer, Inspector.**

Prepared plans for the rehabilitation of approximately 8 miles of roadway and includes both rubberized asphalt overlay and slurry seal.

**Fairfax Elementary School, Fairfax School District – Bakersfield, CA. Assistant Design Engineer.**

Designed prepared dust control plan and prepared the construction plans for site improvements including off site road reconstruction, grading, wet utilities, sewer lift station, and tie-

ins to the existing facilities. This project also included preparation for future district facilities to be built on the site.

**Delano Medical Facility, Delano District Skilled Nursing Facility – Delano, CA. Assistant Design Engineer.**

Assisted in the design and prepared construction plans for a 32,000 square foot building including off site road reconstruction and on-site parking, landscaping, and tie-ins to the existing facility and preparation for future improvements.

**Occidental of Elk Hills, Inc – Tupman, CA. Assistant Design Engineer, Drafter.**

Prepare CAD exhibits for oil production wells, including some leases located on government lands, and maintaining CAD drawings with the most current data for the site. Other responsibilities include tracking habitat disturbance on government lands.

**Veneto Park – City of Delano, CA. Assistant Design Engineer.**

Designed and prepared construction plans for the grading and utilities for the park site.

**Mendota Federal Correctional Institution Training Facility, Federal Bureau of Prisons – Mendota, CA. Assistant Design Engineer.**

Assisted in the design and prepared plans for a new training facility. The improvements to this site included sewer, water, grading, drainage, and paving.

**Mendota Federal Correctional Institution Firing Range, Federal Bureau of Prisons – Mendota, CA. Assistant Design Engineer.**

Assisted in the design and prepared plans for a new firing range. The improvements to this site included sewer, water, grading, and drainage.

**Cummings Valley Well No. 6, Bear Valley Springs Community Services District – Tehachapi, CA. Assistant Design Engineer.**

Assisted in the design and prepared plans for a water supply well. The improvements to this site included water, grading, drainage and fencing.

**County Service Area (CSA) 71 Sewer Master Plan Update – Kern County, CA. Assistant Design Engineer.**

Assisted in the update of the master plan to add newly constructed sewer collection systems and evaluate the future collection system needs.

**Student Housing Project, California State University Bakersfield – Bakersfield, CA. Assistant Design Engineer.**

Assisted in the design and prepared plans for new dormitory facilities and a community building. The improvements to this site included sewer, water, grading, and drainage.

## Travis L. Crawford, AICP

Principal Environmental Planner

### AREAS OF EXPERTISE

- ◁ Regulatory Compliance Analysis
- ◁ CEQA/NEPA Documentation
- ◁ Legal Analysis

### EDUCATION

- ◆ B.A., English, San Diego State University
- ◆ Graduate Level Paralegal Certificate, Environmental Law, University of San Diego

### REGISTRATIONS / CERTIFICATIONS

- ◆ American Institute of Certified Planners (AICP), No. 025073

### PROFESSIONAL ORGANIZATIONS

- ◆ Member, American Institute of Certified Planners (AICP)
- ◆ Member, Association of Environmental Planners (AEP)
- ◆ Member, American Planning Association (APA)
- ◆ Graduate, Leadership Visalia

### CONTINUING EDUCATION

- ◆ Advanced CEQA Workshop

### PUBLICATIONS / INSTRUCTION

- ◆ Guest Speaker, Leadership Fresno Planning Day
- ◆ Instructor, "Understanding CEQA", California Rural Water Association (CRWA) State Conference

Mr. Crawford's professional expertise and experience in CEQA/NEPA documentation, regulatory compliance analysis, and legal analysis has involved him in a variety of projects. He has prepared environmental documents for large scale developments, multiple K-12 and college districts, road projects, hospital districts, and residential and commercial developments. He has also provided technical services and special research to various clients including cities, counties, LAFCo, redevelopment agencies, and private developers. Mr. Crawford oversees the Visalia/Fresno/Roseville planning team and is the project manager for much of the firm's CEQA/NEPA projects. He also provides project presentations to governing bodies and facilitates public hearings and scoping meetings. Mr. Crawford is a Certified Paralegal and is able to ensure that the work provided by the firm meets applicable legal requirements.

### PROJECT EXPERIENCE

#### **New School Site Mitigated Negative Declaration, Union School District – Arvin, CA. *Project Manager.***

Managed the preparation of a Mitigated Negative Declaration for the construction of a new elementary school totaling approximately 54,344 square feet situated on 12.5 acres. Prepared environmental documentation and maintained the project schedule and budget.

#### **Mountain Road 319 Bridge Replacement, Cornerstone Structural Engineering – Tulare County, CA. *Project Manager.***

Managed the preparation of CEQA and NEPA documentation, technical studies, and regulatory permit applications for a bridge replacement project (included temporary crossing in order to maintain road access to local residents) over the South Fork of the Kaweah River. Responsible for content, quality and timeline of deliverables. Facilitated a public meeting with affected local land owners.

#### **Yosemite Springs Bridge Replacement, County of Madera – Coarsegold, CA. *Project Manager.***

Managing the environmental services relating to the preparation of CEQA documentation for a bridge replacement. Coordinated wetlands delineations, biological surveys, and applications of permits as required for a California Department of Fish and Game 1602 Stream Alteration Permit, a 401 Clean Water Act Permit through the Regional Water Quality Control Board, and Caltrans project approvals for the project.

#### **Plano Street Bridge Replacement – City of Porterville, CA. *Project Manager.***

Managed the preparation of updated CEQA documentation, Caltrans NEPA documentation and regulatory permit applications

for the replacement of an existing 2-lane bridge with a 4-lane bridge over the Tule River and Poplar Ditch. The project required expedited services to complete environmental documentation in order to secure funding.

**Hanford Downtown East Precise Plan & Focused EIR – City of Hanford, CA. Senior Environmental Planner.**

Prepared an Initial Study and Environmental Impact Report for the Hanford DEPP project. The project consists of a Revitalization Plan, urban design plan, urban design guidelines, Precise Plan, mixed-use overlay zoning, community workshops and public outreach plan, project phased implementation matrix, and creating new plan submittal and approval policies to attract new development for a 46-acre, 13-block area of Hanford's eastern downtown and primary entrance to the City. Environmental issues were focused around air quality, traffic and cultural resources.

**Golden State Corridor Economic Development Infrastructure Improvements Project, Fresno Council of Governments – Fresno County, CA. Senior Environmental Planner/Quality Assurance/Quality Control.**

Provided QA/QC review for the preparation of CEQA and NEPA documentation for a 14.2 mile roadway and infrastructure improvement project that encompasses the cities of Kingsburg, Selma, Fowler, and portions of Fresno County.

**Merced Vision 2030 General Plan & Environmental Impact Report – City of Merced, CA. Project Manager.**

Managed the comprehensive update to the City of Merced's General Plan. Lead preparation of the Final Program EIR, which will serve as a tiering document for future development proposals. Attended project approval hearings before the Planning Commission and City Council.

**General Plan Update & EIR – City of Selma, CA. Senior Environmental Planner.**

Provided environmental planning assistance during completion of the Draft and Final EIRs, which focused on water use, traffic, air quality, and loss of farmland. Presented the project to the Planning Commission and City Council.

**Environmental Impact Report for the Friant Community Plan Update & Friant Ranch Specific Plan – County of Fresno, CA. Project Manager.**

Managed the preparation of an EIR for a 1,129-acre residential and commercial development near the community of Friant in Fresno County. Implementation of the project required a General Plan Amendment, a Friant Community Plan update, a zone change to the County's Zoning Ordinance, approval of the Friant Ranch Specific Plan, and an amendment to the Friant Redevelopment Plan. Attended project approval hearings before the Planning Commission and Board of Supervisors.

**Westlake Development Project Environmental Impact Report, Granville at Westlake, Inc. – Fresno, CA. *Project Manager.***

Managing the preparation of an EIR, Water Supply Assessment, and various technical studies for the proposed development of 460-acres with residential and commercial uses in an area located west of State Route 991 consisting of approximately 2,600 residential units and construction of up to 295,000 square feet of commercial buildings. The project has a large hydrological component in a 55 acre man-made lake, which is also being analyzed in the EIR. Responsible for content, quality and timeline of deliverables.

**Del Rey Community Plan Environmental Impact Report, County of Fresno – Del Rey, CA. *Project Manager.***

Managing the preparation of an EIR for the Del Rey Community Plan Update, which consists of an update to the existing Community Plan and evaluation of a 450 unit single family residential subdivision within the Community.

**T-4 JMG Water Storage and Booster Station – City of Fresno, CA. *Project Manager.***

Managed the preparation of an Initial Study and Finding of Conformity which analyzed the potential environmental effects of the construction and operation of a three-million gallon water storage tank, booster pump station, and appurtenances to support the aging water system and fire flow for downtown Fresno.

**New Domestic Wells/Pipelines – City of Lemoore, CA. *Project Manager.***

Managed the preparation of a Mitigated Negative Declaration for the construction and operation of two new well sites and associated pipelines in the City of Lemoore. Prepared environmental documentation and maintained the project schedule and budget.

**Wastewater Treatment Plant Environmental Impact Reports – Cities of Reedley, Sanger, Hughson, CA. *Project Manager.***

Managed the preparation of environmental documentation for CEQA compliance for the wastewater treatment plant expansions. Prepared documentation suitable for funding applications.

**Maricopa Sun Solar Energy Complex Habitat Conservation Plan & Environmental Impact Statement, Maricopa Orchards, LLC – Kern County, CA. *Senior Environmental Planner.***

Assisting with the preparation of an EIS (under NEPA), which evaluates the impacts of several alternatives related to the proposed issuance of an Endangered Species Act permit to the applicant for incidental take of five federally endangered species and California special status species from activities associated with the construction, operation, and decommissioning of a 700 megawatt photo-voltaic power generating facility on 6,766 acres and implementation of conservation actions associated with the HCP in Kern County.

**Comprehensive High School No. 1 Mitigated Negative Declaration, Kern High School District – Kern County, CA. *Project Manager.***

Managed the preparation of a Mitigated Negative Declaration for a proposed new high school in southeast Bakersfield. Prepared the environmental documentation, which focused on the loss of agricultural land, on increased traffic and the availability of public services. The site contained two petroleum pipelines that would need to be removed before construction of the school facilities. Prepared and maintained the project schedule and budget.

**Comprehensive High School No. 2 Mitigated Negative Declaration, Kern High School District – Kern County, CA. *Senior Environmental Planner.***

Prepared an Initial Study and tiered Mitigated Negative Declaration that addressed the issues associated with a planned new high school to be located in southeast Bakersfield. Loss of agricultural land and increased traffic demands were cumulative impacts of concern in this rapidly growing urban area of the City.

**New School Site Mitigated Negative Declaration, Greenfield School District – Bakersfield, CA. *Project Manager.***

Managed the preparation of a Negative Declaration for the acquisition of 14 acres of land in an unincorporated area just north of Bakersfield designated as the future site of a new elementary school, bus barn and related facilities. Ensured timely completion, maintained project budget and provided agency coordination.

**Resource and Facilities Master Plan Environmental Impact Report, Kern Community College District – Bakersfield, Porterville, Ridgecrest, CA. *Project Manager.***

Managed the preparation of a Master Plan EIR which addressed planned growth within the existing campuses in Bakersfield, Porterville, and Ridgecrest. Prepared environmental documentation and maintained the project schedule and budget. The projects included new construction upgrades/refurbishing, reconstruction and remodeling of existing buildings.

Louise Palmer, AICP  
Senior Planner

### AREAS OF EXPERTISE

- ◊ Policy Planning
- ◊ Land Use/ Entitlement Processing
- ◊ CEQA Compliance
- ◊ Subdivision Map Act
- ◊ Surface Mining and Reclamation Act

### EDUCATION

- ◊ B.A., Public Administration, California State University, Bakersfield

### REGISTRATIONS / CERTIFICATIONS

- ◊ American Institute of Certified Planners (AICP)

### PROFESSIONAL ORGANIZATIONS

- ◊ American Planning Association, California Chapter

### CONTINUING EDUCATION

- ◊ Advanced CEQA Workshop
- ◊ Legal and Regulatory Issues in Oil and Gas
- ◊ NEPA: Understanding the Basics
- ◊ Planning for Healthy Places with Health Impact Statements
- ◊ Sustaining the Lasting Value of American Planning
- ◊ Siting and Permitting Wind Farms
- ◊ Ethics in Planning
- ◊ Planning Law Review
- ◊ CEQA and Baselines
- ◊ Practical Guide to Development Agreements and Exactions
- ◊ Williamson Act Seminar
- ◊ Building Defensible EIRs
- ◊ Subdivision Map Act
- ◊ Vested Mineral Rights: What are they and What They Mean, California Mining Association

Ms. Palmer has over 20 years of Policy Planning experience. She has extensive experience in regulatory compliance, CEQA, Subdivision Map Act and Surface Mining and Reclamation Act. Experience includes both obtaining and processing entitlements for various commercial, industrial and residential projects from both the private and public sector perspectives, processing and writing environmental documents, and reviewing subdivision designs for compliance with development standards.

### PROJECT EXPERIENCE

**Proposed South Belridge Class II Water Disposal Project and Aquifer Exemption, Aera Energy LLC – Kern County, CA. Contributing Planner/Author.**

Performed research and prepared several sections of a mitigated negative declaration for an aquifer exemption expansion application and water disposal well project within the Belridge oil and gas field. Project challenges included performing comparisons of baseline and proposed impacts, and applying regulations, industry practices and previous environmental history to the project.

**21Z & Ethel D Air Quality Permit Assistance, Berry Petroleum – Kern County CA. Contributing Planner/Author.**

Assisted Berry in obtaining Authority to Construct permits from the San Joaquin Valley Air Pollution Control District. Provided information which included, but was not limited to quantifying impacts related to the construction and installation of steam generators, and identifying impacts related to biological resources, hazards and hazardous materials, hydrology and water quality, traffic in support of a Negative Declaration.

**Maricopa Sun Solar Energy Complex Habitat Conservation Plan (HCP), Maricopa Orchards, LLC – Kern County, CA. Contributing Planner/Author.**

Prepared several section of an HCP for 6,766 acres of land, 700 MW solar complex.

**EIR Substitute for Occidental of Elk Hills Certified Regulatory Program – Kern County, CA. Contributing Planner/Author.**

As provided for in PRC 21080.5 and CEQA Guidelines Section 15251 and 15253, conducted environmental analyses for several topical sections of the EIR, a document prepared in lieu of an EIR for a Habitat Conservation Plan prepared to allow continued and expanded oil and gas exploration at an existing facility. The EIR evaluated approximately 48,000-acres within the Elk Hills oil and gas field and 70,000-acres within an area designated for procurement of conservation land and activities associated with facility ROWs within this area. Project

- ◆ The Surface Mining and Reclamation Act
- ◆ Land Use Law
- ◆ Environmental Law
- ◆ Conditional Use Permits and Zoning Regulations
- ◆ Legal Aspects of Planning Decisions

challenges included sorting through a myriad of laws, regulations, industry practices and previous environmental history.

**Panama/Gosford Retail Center, Adavco, Inc. – Bakersfield, CA. *Land Consultant.***

Prepared entitlement applications and project descriptions for the amendment to General Plan/Zoning entitlements to allow an increase in the size of a commercial center to add a general office complex to its retail components. Coordinated with consultants on special studies and represented the applicant at public hearings.

**Panama/Ashe Retail Center, Summit Development – Bakersfield, CA. *Project Manager/Planner.***

Provided oversight and assistance in writing the EIR for a General Plan Amendment/Zone Change and Parcel Map for a Planned Commercial Development encompassing 20 acres. The commercial development consisted of 137,609± sq.ft. of leasable commercial retail space. Reviewed special studies and reports, as well as documents for compliance with laws and policies, ensuring CEQA compliance. Processed parcel maps in accordance with city subdivision standards. The project was challenged in a court of law and prevailed.

**Bakersfield Gateway Retail Center, Hosking Road & State Route 99 – City of Bakersfield, CA. *Project Manager/Planner.***

Provided oversight and assistance in writing the EIR for a General Plan Amendment/Zone Change and Parcel Map for a retail center on 109-acres to allow the construction of up to 1 million sq.ft. of leasable commercial space and a 300-room hotel. Reviewed special studies and reports, as well as documents for compliance with laws and policies, ensuring CEQA compliance. Processed parcel maps in accordance with city subdivision standards. The project incurred significant public opposition and prevailed.

**South Bakersfield Water Treatment Plant/California Water Service, California Water Service Co./City of Bakersfield Water Resources Department – Bakersfield, CA. *Planning Consultant.***

Prepared a Mitigated Negative Declaration for the construction of water treatment plant on 18± acres, with a capacity of up to 40 million gallons/day, for the treatment of surface water for use by a public municipal water agency. Generally located on Pacheco Road, between Stine Road and Akers Road. Represented the project in public hearings and meetings with the neighborhood. Project challenges were that the project was of an industrial nature located immediately adjacent to existing residences. Although there was not significant opposition, there were significant neighborhood concerns regarding health and safety.

**Seventh Standard Road/Calloway Drive Mixed Use Development, Adavco, Inc.- Bakersfield, CA. *Land Consultant.***

Performed entitlement processing for the construction of 220,000 sq. ft. of general commercial and 100 single family residences on 45 acres. Prepared entitlement applications and project descriptions. Coordinated with consultants on special studies and represented the applicant at public hearings. Project challenges included extensive coordination with the mineral rights owners and opposition of the development by the adjacent jurisdiction.

**Riverview Development (GPA/ZC 06-0961), City of Bakersfield Planning Department - Bakersfield, CA. *Project Manager/Planner.***

Providing oversight and assistance in writing an EIR for the construction of a mixed density residential development for 3,535 units on 634± acres, designated as HR, HMR, LMR and SR/zoned R-3, R-2 and R-1. Consulted with responsible agencies, and reviewed special studies and reports for compliance with laws and policies, ensuring CEQA compliance. Prepared written responses to comments, staff reports, resolutions and ordinances. Processed land use amendments and subdivision maps and coordinated with city departments regarding improvements and infrastructure requirements in accordance with city subdivision standards.

**Watermark Development (GPA/ZC 06-0960), City of Bakersfield Planning Department - Bakersfield, CA. *Project Manager/Planner.***

Provided oversight and assistance in writing of an EIR for the construction of a mixed density residential development for 2,850 units on 628± acres, designated as HR, HMR, LMR and SR/zoned R-3, R-2 and R-1. Reviewed special studies and reports, reviewing documents for compliance with laws and policies, ensuring CEQA compliance. Prepared written responses to comments, staff reports, resolutions and ordinances. Processed land use amendments and subdivision maps, and coordination with city departments regarding improvements and infrastructure requirements in accordance with city subdivision standards.

**Mebane Ranch Feasibility Study, Adavco, Inc. - Kern County, CA. *Land Consultant.***

Assisted with the preparation of a feasibility study for purposes of determining if development of 3,000 acres of land could be supported by infrastructure and if the development was economically feasible. Obtained special studies, coordinated with various lead agencies, and researched laws, regulations and policies. Project challenges included the need for infrastructure to develop the land was non-existent, environmental factors presented challenges, geology of the site also presented challenges.

**Rio Bravo South Development Project VTM 6839 – 6844, City of Bakersfield Planning Department – Bakersfield, CA. Project Planner.**

Provided oversight and assistance in writing an EIR for 6 vesting tentative tract maps for the construction of 564 single family residences within hillside terrain on 319± acres. Reviewed special studies and reports, and documents for compliance with laws and policies, ensuring CEQA compliance. Prepared written responses to comments, staff reports, resolutions and ordinances. Processed land use amendments and subdivision maps. Coordinated with city departments regarding improvements and infrastructure requirements in accordance with city subdivision standards.

**Channel Maintenance/Surface Mining Operation – City of Bakersfield, CA. Project Planner.**

Wrote the Reclamation Plan and processed entitlements for a surface mining operation in conjunction with the City's channel maintenance program. Coordinated with the Department of Conservation and other responsible agencies in the pursuit of these entitlements.

**Northwest Bakersfield Water Treatment Plant/California Water Service, City of Bakersfield Planning Department – Bakersfield, CA. Project Planner.**

Prepared a Mitigated Negative Declaration for the processing of a CUP for the construction of a water treatment plant with a capacity of up to 40 million gallons/day, for the treatment of surface water for use by a public municipal water agency. Located on the southwest corner of Coffee Road and Norris Road. Reviewed special studies and reports and evaluated the impacts of the project on the surrounding neighborhood and uses in the vicinity. Prepared environmental documents, staff reports and required filing notices.

**Various Subdivisions – City of Bakersfield, CA (1999 through 2006). Project Planner.**

Processed general plan amendments, zone changes, tentative and final maps encompassing more than 5,000 acres of land and involving greater than 25,000 residential lots. Prepared the Mitigated Negative Declarations and reviewed special studies and reports, to ensure CEQA compliance. Prepared staff reports, resolutions and ordinances, and coordinated with city departments regarding improvements and infrastructure requirements in accordance with city subdivision standards. This experience was gained during the City of Bakersfield's largest and fastest growth period of the years 2000 to 2005.

## James Buchanan

### Senior Associate Environmental Planner

#### AREAS OF EXPERTISE

- ◆ Regulatory Compliance Permitting
- ◆ CEQA/NEPA
- ◆ Compliance
- ◆ GIS Analysis
- ◆ Project Management
- ◆ Threatened and endangered species identification & surveys
- ◆ Compliance Monitoring and Reporting
- ◆ San Joaquin Valley Air Pollution Control District - Dust Control regulations

#### EDUCATION

- ◆ Associates Degree, Bakersfield College, Bakersfield

#### REGISTRATIONS / CERTIFICATIONS

- ◆ San Joaquin Valley Air Pollution Control District - Dust Control Plan certification
- ◆ California Department of Fish and Wildlife, **Level II** Blunt-Nosed Leopard Lizard Surveyor

#### PROFESSIONAL ORGANIZATIONS

- ◆ Rotary International, Bakersfield North
- ◆ Kern County Network for Children GIS Task Force, Bakersfield

#### CONTINUING EDUCATION

- ◆ United States Army Corps of Engineers, Section 404 Permits Teleconference
- ◆ California Storm Water General Permit 2009-0009-DWQ, New Storm Water Regulations
- ◆ Association of Environmental Professionals (AEP), Continuing Education in CEQA
- ◆ The Wildlife Society, San Joaquin Valley Chapter, Blunt-Nosed Leopard Lizard Workshop

Mr. Buchanan provides project management and technical environmental, planning, and biological support to various municipal, energy, and educational sector projects within Kern County. His experience includes preparing environmental compliance documentation for a variety of projects subject to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Additionally, Mr. Buchanan provides regulatory compliance permitting for projects subject to local, state, and/or federal regulations. Permitting experience has included, but is not limited to, the following:

- ◆ United States Army Corps of Engineers (ACOE) - Section 404 Permits;
- ◆ United States Fish and Wildlife Service (USFWS) - Valley Elderberry Longhorn Beetle Consultations;
- ◆ Regional Water Quality Control Board (RWQCB) - Section 401 Water Quality Certifications;
- ◆ California Department of Fish and Wildlife (CDFW) - Section 1600 Lake or Streambed Alteration Agreements;
- ◆ Central Valley Flood Protection Board (CVFPB) - Encroachment Permits;
- ◆ United States Bureau of Land Management - Authorizations for use of the Programmatic Biological Opinion (1-1-01-F-0063) and 2005 amendment (1-1-03-F-0295) issued by the USFWS for Oil and Gas Projects in Kern County (Programmatic BO);
- ◆ Los Angeles County Department of Public Works - Road Encroachment Permits.

He has successfully managed a variety of projects within Kern County. His experience and relationships with agency personnel ensure that clients' needs are met and projects are completed on time and within budget.

Mr. Buchanan is also experienced in developing and preparing maps utilizing GIS, which may be required to meet specific project needs. Other work experience includes Phase I Site Assessments, oilfield surface impoundment closures, and San Joaquin Valley Air Pollution Control District - Regulation VIII Dust Control Plans.

#### PROJECT EXPERIENCE

**City of Bakersfield: Environmental Assistance, Regulatory Permitting, and Project Management - Bakersfield, CA.**  
*Planning Consultant/Project Manager.*

Currently provides on-going project oversight to numerous City projects to ensure that City projects are in compliance with local, state, and federal regulations. This includes providing

environmental recommendations and assistance to City staff, coordinating and overseeing the efforts of Quad Knopf biological staff and acting in an intermediary capacity between the City and resource agencies, as well as preparing application and consultation packages in support of obtaining agency approval for City sponsored projects. Permits/agreements/approvals obtained for City projects have included, but are not be limited to, MBHCP Compliance, negotiating Incidental Take Coverage under the California and Federal Endangered Species Acts, CEQA and NEPA Compliance, Section 401 Water Quality Certifications, Section 404 Clean Water Act Permits, Section 1600 Lake or Streambed Alteration Agreements, and Encroachment Permits.

Served as Project Manager for the following City sponsored projects:

- ◆ Kern River Channel Maintenance Program;
- ◆ Endangered Species Awareness Training for City of Bakersfield Public Works Department Projects;
- ◆ On-Call Environmental, Biological, and Planning Services for the City of Bakersfield Water Resources Department;
- ◆ Street Improvement Projects: Bedford Green Drive from SR 184 to SR 178 and SR119 from Gosford Road to Ashe Road;
- ◆ Emergency Work within the Kern River Channel: Utility Crossings and Bridge Pilings;
- ◆ Sidewalk Repair Project at Q Street & 18th Street: San Joaquin kit fox natal den;
- ◆ Kit Fox Avoidance Plan: Overflow Parking for Brighthouse Amphitheatre;
- ◆ Storm Water Drainage Channel Restoration Project at Saint Miguel's Grove;
- ◆ City of Bakersfield Sanitary Landfill Closure Project;
- ◆ Kern River Upland & River Edge Restoration Project;
- ◆ Bakersfield Sports Village;
- ◆ 1 Mega-Watt Solar Energy Facility at Wastewater Plant 3; and,
- ◆ Wastewater Treatment Plant No. 3 Expansion and Upgrade, On-Call Service Agreement.

**On-Call Service Agreement, Environmental Assistance, and Regulatory Permitting, City of Bakersfield Water Resources Department – Bakersfield, CA. Planning Consultant/Project Manager.**

Providing on-going project oversight, implementation, and follow up to ensure that City projects associated with water features maintained by the City are in compliance with local, state, and federal regulations. This includes providing environmental recommendations and assistance to City staff, as well as preparing application packages in support of obtaining agency approval for proposed projects. These permits/agreements may include, but would not be limited to, Section 401 Water Quality Certifications, Section 404 Clean Water Act Permits, Section 1600 Lake or Streambed Alteration

Agreements, Encroachment Permits, etc. Also assumes the role of an intermediary between the City Water Resources Department, City Planning staff, and the applicable resource agency. Coordinating and overseeing biological surveys and submitting reports.

**City Sanitary Landfill Closure, Regulatory Permitting, City of Bakersfield Solid Waste Division – Bakersfield, CA.**  
*Planning Consultant/Project Manager.*

Provided coordination and oversight of biological surveys and reports associated with construction of an earthen cap to enclose the previously closed Bakersfield City Sanitary Landfill located in northeast Bakersfield, CA. Provided agency coordination with CDFG, USFWS, and City Solid Waste and Planning staff.

**Kern River Upland & River Edge Restoration Project, Regulatory Permitting, Kern River – Bakersfield, CA.**  
*Planning Consultant/Project Manager.*

Provided project oversight, implementation, and follow up to ensure compliance with local, state, and federal regulations for a habitat restoration project located along the Kern River that included informational and interpretive enhancements for the public. This project had precise project completion deadlines associated with a state resource agency grant. Major responsibilities included providing environmental assistance to City staff and assuming the role of intermediary between the City and applicable resource agency staff. Prepared consultation and application packages in accordance with jurisdictional water and Endangered Species Act regulations. This included, but was not limited to, obtaining agency approval for a Section 401 Water Quality Certification, Section 404 Clean Water Act Permit, Section 1600 Streambed Alteration Agreement, and a CVFPB Encroachment Permit.

**Bakersfield Sports Village, Environmental Assistance – City of Bakersfield, CA.** *Planning Consultant/Project Manager.*

Provided coordination and oversight of biological surveys, reports, and project monitoring associated with construction of a new sports facility in Bakersfield, CA. Provided agency coordination with CDFG, USFWS, and City Planning staff.

**Sump Habitat Program, Environmental Assistance – City of Bakersfield, CA.** *Planning Consultant/Project Manager.*

Provided environmental planning assistance and recommendations to the City of Bakersfield Water Resources Department in its evaluation of the proposed Draft Thomas Roads Improvement Program Mitigation for Cumulative Effects to the San Joaquin Kit Fox.

**Wastewater Treatment Plant No 2, City Farm Irrigation FM Line Relocation, Construction Compliance – City of Bakersfield, CA.** *Construction Inspector.*

This project included the replacement and relocation of a City Farm irrigation line in northeastern Bakersfield, CA. Performed daily monitoring of construction compliance, including

preparation and submittal of compliance reports to the City of Bakersfield regulatory agencies.

**Berry Petroleum Diatomite & North Midway-Sunset Development, CEQA Documentation – Kern County, CA. Planning Consultant.**

Assisting with the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) and the preparation of a Section 2081 Incidental Take Permit application for the North Midway-Sunset Development Project located in Kern County, California. Providing agency coordination.

**Seneca Western Minerals DEC –12 Well Project, CEQA Documentation – Kern County, CA. Planning Consultant.**

Assisting with the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) in support of a Section 2081 Incidental Take Permit and Section 1600 Lake or Streambed Alteration Agreement for the drilling of oil and gas production and steam injection wells. In addition, the project will include the installation of 800 linear feet of a 48-inch (48”) diameter pipeline to accommodate flows within a drainage that bisects the project area.

**New Kern River Pipe Bridge, Regulatory Permitting, Kern River, Chevron North America – Kern County, CA. Planning Consultant.**

This project involves consultation with several regulatory agencies to obtain permits and agreements for the installation of a pipe bridge crossing the Kern River in Kern County. Preparing and overseeing the submittal of permit packages to CVFPB (Encroachment Permit), ACOE (Section 404 Permit), and the RWQCB (Section 401 Water Quality Certification). This project may also potentially require the preparation of a CEQA document in support of the above mentioned permit packages.

**Valley Elderberry Longhorn Beetle – Consultation Buffer Reduction, Environmental Assistance, Chevron North America – Kern County, CA. Planning Consultant.**

Assisted with writing a letter report and support documents, as well as working with USFWS staff to obtaining a reduction of the stipulated 100-foot complete avoidance buffer requirement described in the Conservation Guidelines for the Valley Elderberry Longhorn Beetle (USFWS, 1999) for Chevron project occurring within the Kern River Oilfield.

**Kern River Site Security Fence Project, Regulatory Permitting, Kern River, Chevron North America – Kern County, CA. Planning Consultant.**

Prepared and submitted an Encroachment Permit to the CVFPB and working with CVFPB staff to ensure that a segment of security fence located within the CVFPB’s Designated Floodway Boundary would not obstruct flood flows.

## Curtis Uptain

*Principal Biologist*

### AREAS OF EXPERTISE

- ◊ Endangered Species Surveys and Research
- ◊ Environmental / Biological Documentation
- ◊ State and Federal ESA Consultations
- ◊ Restoration of Arid Lands
- ◊ Wetlands Delineations

### EDUCATION

- ◆ M.A., Zoology, California State University, Fresno
- ◆ B.A., Biological Sciences, California State University, Fresno

### REGISTRATIONS/CERTIFICATIONS

- ◆ ESA Section 10a(1a) recovery permit for capturing and handling federally threatened and endangered species, 2007, 2012. Valid through 2015.
- ◆ California State MOU to capture and handle state threatened and endangered species, 2007- 2012. Valid through 2015.
- ◆ California State Scientific Collecting Permit # SCP-2797. Valid through 2015.
- ◆ Certified in fairy shrimp identification, USFWS, 2001, 2006, and 2011
- ◆ Certified Desert Tortoise Monitor, USFWS, 2006
- ◆ Certified Associate Wildlife Biologist, Wildlife Society, 1983
- ◆ Certified in Habitat Evaluation Procedures, USFWS, 1986
- ◆ Certified instructor – Human Impact Evaluation Procedures for the Mohave Ground Squirrel, California Department of Fish and Game, 1992
- ◆ NEPA workshop, UC Davis, 1998
- ◆ CEQA workshop, UC Davis, 1999

### THREATENED AND ENDANGERED SPECIES PERMITS

- ◆ Listed fairy shrimp and tadpole shrimp

Mr. Uptain specializes in conducting biological resource inventories and studies in the southwestern United States. He has more than 25 years experience working with federally- and state-listed endangered species and more than five years of experience with restoration of arid lands. Mr. Uptain has been involved in a wide variety of projects that include housing developments, pipeline and transmission line corridors, cogeneration plants, solar and geothermal installations, mining and waste treatment facilities, and restoration and management of retired farmlands. Mr. Uptain has been responsible for documenting the results of research and surveys in numerous technical reports such as environmental assessments, environmental impact reports, environmental impact statements, biological opinions, mitigation and monitoring plans, habitat management plans, and habitat conservation plans.

Mr. Uptain currently holds, or has previously held, Federal and State permits to trap and handle many threatened and endangered species.

### PROJECT EXPERIENCE

#### **Off-Road Vehicle Park Project – County of Kern, CA.** *Senior Biologist.*

Determined the relative abundance of desert tortoise in relation to a proposed off-road vehicle park near Ridgecrest.

#### **Planning Department Zone Changes – County of Kern, CA.** *Senior Biologist.*

Responsible for describing sensitive flora and fauna at North Edwards and Inyokern locations for use in evaluating zoning changes.

#### **1,280 Acre Housing Development at Rosamond – County of Kern, CA.** *Senior Biologist.*

Performed a biological survey for sensitive plants and wildlife at Rosamond for a proposed 1,280 acre housing development.

#### **Enron, Mojave Pipeline Surveys for the Biological Opinion and EIR, Woodward-Clyde Consultants – Various Counties, CA.** *Project Manager.*

Conducted biological surveys for threatened and endangered species along approximately 500 miles of the Mojave Pipeline from Topoc AZ to Bakersfield CA, and from Kramer Junction to Ridgecrest. Targeted threatened and endangered species included various species of plants, the Mohave ground squirrel, desert tortoise, blunt-nosed leopard lizard, San Joaquin kit fox, San Joaquin antelope ground squirrel, giant kangaroo rat, Tehachapi slender salamander, and the Tipton kangaroo rat. Prepared biological resource reports based upon surveys, peer

- ◄ California tiger salamander
- ◆ California red-legged frog
- ◆ Giant kangaroo rat
- ◆ Fresno kangaroo rat
- ◄ Stephen's kangaroo rat
- ◆ Mohave ground squirrel
- ◆ San Joaquin antelope squirrel
- ◆ Buena Vista Lake shrew

### PROTOCOL-LEVEL SURVEYS

- ◆ Blunt-nosed leopard lizard
- ◆ San Joaquin kit fox
- ◆ Desert tortoise
- ◆ Swainson's hawk

### PROFESSIONAL ORGANIZATIONS

- ◆ Member of The Wildlife Society, Western Section and San Joaquin Valley Chapter. President elect, president, and past president of San Joaquin Chapter 2010, 2011, and 2012. Member of Western Section Professional Development Committee 2012.
- ◆ American Society of Mammalogists, Bethesda, MD. Life member
- ◆ Past Member of Society for Ecological Restoration

### AWARDS / RECOGNITION

- ◆ Certificate of Recognition from the United States Fish and Wildlife Service for the conservation of endangered species, 1998.

### CONTINUING EDUCATION

- ◆ Tiger Salamander Larval Survey Techniques
- ◆ CEQA workshop, UC Davis Extension
- ◆ Wetlands Delineation Techniques, Wetlands Training Institute

### PUBLICATIONS / INSTRUCTION

- ◆ Instructor, Blunt-nosed leopard lizard identification workshop, The Wildlife Society, 2003, 2007, and 2009

reviewed bio sections of the EIR and Biological opinion, and assisted with preparation of the RFP for protection of biological resources during construction.

#### **Bowman Road Phase II – County of Kern, CA. *Lead Biologist.***

Coordinated on-site surveys for the desert tortoise and Mohave ground squirrel, preparation of a BA, which was used by the BLM to secure a consistency determination during the Section 7 consultation, preparation of a BE which was used for CEQA documentation and preparation of a 2081 ITP with the CDFG.

#### **Los Angeles Department of Water and Power, Sylmar-Bridgeport Transmission Line, E. Linwood Smith and Associates – Kern, Inyo, and Mono Counties, CA. *Associate Biologist.***

Described the distribution of sensitive flora and fauna along the LADWP Sylmar-Bridgeport Transmission Line.

#### **Private Utility Company, Victorville-Kramer Junction Transmission Line, Westec Services – San Bernardino and Kern Counties, CA. *Associate Biologist.***

Determined the presence and abundance of the Mohave ground squirrels along the SCE Victorville-Kramer Junction transmission line.

#### **Los Angeles Department of Water and Power, McCollough-Victorville/Adelanto Transmission Line, Dames and Moore – Riverside County, CA and Clark County, NV. *Associate Biologist.***

Performed habitat surveys and determined the distribution of sensitive flora and fauna along the LADWP McCollough-Victorville/Adelanto Transmission Line.

#### **Queenstake Mine Project, McClenahan and Hopkins – Inyo County, CA. *Senior Biologist.***

Responsible for performing the habitat evaluations and relative abundance study of Mohave ground squirrels northeast of Trona.

#### **Department of Defense - Edwards Air Force Base Mojave Ground Squirrel and Desert Tortoise Research, Westec Services – Mojave Desert, CA. *Associate Biologist.***

Researched and studied the relative abundance of Mohave ground squirrels on Edwards Air Force Base in relation to impacts from a gravity wave detector.

#### **LUZ Solar Energy Facility, ENSR Consulting – Kern County, CA. *Senior Biologist.***

Performed CHIEF surveys for Mohave ground squirrel habitat.

#### **Harper Lake Solar Cogeneration Facility's Application for Certification, ENSR Consulting – Kern County, CA. *Senior Biologist.***

Performed habitat evaluations and density estimates for the desert tortoise and Mohave ground squirrel that were to be included in the application for certification to the California Energy Commission.

- ◊ Instructor, small mammals of the San Joaquin Valley workshop, The Wildlife Society, 2011, 2012
- ◊ Brylski, P., B.L. Cypher, A.J. Roest, and C.E. Uptain. 1994. Tipton kangaroo rat. Pages 78-79 In Thelander, C.G. and M. Crabtree (eds). *Life on the Edge: a guide to California's endangered natural resources: wildlife*. Biosystems Books, Santa Cruz, California. 550 pp.
- ◊ O'Farrell, M.J., S.M. Juarez and C.E. Uptain. 1986. A new addition to the known range of Stephen's kangaroo rat (*Dipodomys stephensi*) in San Diego County, California. *Calif. Dept. of Fish and Game*, 72(3):170-189.
- ◊ O'Farrell, M.J. and C.E. Uptain. 1988. Distribution and aspects of the natural history of Stephen's kangaroo rat (*Dipodomys stephensi*) on the Warner Ranch, San Diego County, California. *Wasmann J. of Biol.* 45:34-48.
- ◊ Uptain, C.E., W.A. Clark and S.M. Juarez. 1994. Blunt-nosed leopard lizard population structure at Pixley National Wildlife Refuge, Tulare County, California. *Proceedings of the San Joaquin Valley Conference on Threatened and Endangered Species*. Pp 281 – 286.
- ◊ Uptain, C.E., D.F. Williams, P.K. Kelly, and L. Hamilton. 1999. The status of Tipton kangaroo rats and the potential for their recovery. 1998 *Transactions of The Wildlife Society*.

**Kramer Junction Solar Cogeneration Facility's Application for Certification, ENSR Consulting – Kern County, CA. Senior Biologist.**

Performed habitat evaluations and density estimates of the desert tortoise that were included in the application for certification to the California Energy Commission.

**PG&E La Paloma Generating Plant, Toyon Environmental – Kern County, CA. Lead Biologist.**

Conducted initial and focused surveys for sensitive plant and wildlife species for the La Paloma Cogeneration Plant and associated transmission lines and pipelines. Prepared the biological assessment and assisted with preparation of the EIS; application for certification to the California Energy Commission; California Department of Fish and Game 2081 Agreement. Co-authored the project's biological resources mitigation and monitoring plan and prepared employee training materials. Served as coordinating biologist for the employee training program and the on-site construction monitoring which consisted of the oversight of a team of 4 to 8 biologists for a period of 2+ years. Maintained a database to track compliance, not compliance, types and number of resources removed from the site and compensations requirements, and prepared weekly, monthly, and annual reports.

**San Joaquin Solar 1 and 2 Project, URS Corporation – San Diego, CA. Lead Biologist.**

Conducted small mammal trapping along portions of a proposed transmission line associated with this solar project. Conducted wetland delineations for the project at specific locations where the transmission line crosses ephemeral creeks.

**Auzra Solar Project, URS Corporation – San Diego, CA. Lead Biologist.**

Conducted protocol surveys for the endangered blunt-nosed leopard lizards and small mammal trapping on an approximately 900 acres project site in the Carrizo plains, San Luis Obispo County.

**LaJet Solar Energy Production Facility, Westec Services – San Diego County, CA. Senior Biologist.**

Determined factors influencing the distribution and abundance of Stephens' kangaroo rat in Warner Springs Valley in relation to the development of a solar energy production facility.

**Beowawe Geothermal Area, Westec Services – Lander and Eureka Counties, NV. Senior Biologist.**

Assisted with a small mammal inventory of five habitat types in the Beowawe Geothermal Area in North Central Nevada.

## Belen Perez

### Senior Associate Environmental Scientist

#### AREAS OF EXPERTISE

- ◆ Environmental compliance monitoring
- ◆ Threatened and Endangered Species
- ◆ Environmental Training (T&E) of construction personnel.
- ◆ Knowledgeable in conservation laws (NEPA, CEQA, FESA, CESA)
- ◆ Biological methods for the inventory and monitoring of wildlife

#### EDUCATION

- ◆ B.S., Biology, concentration in Environmental Science, California State University, Bakersfield
- ◆ General Education courses, Bakersfield College

#### REGISTRATIONS / CERTIFICATIONS

- ◆ Department of Fish and Game, Scientific Collecting Permit, No. SC-OU9209
- ◆ California Department of Fish and Wildlife, **Level II** Blunt-Nosed Leopard Lizard Surveyor

#### PROFESSIONAL ORGANIZATIONS

- ◆ Member, The Western Section of the Wildlife Society, San Joaquin Valley Chapter
- ◆ Member, Audubon Society, Kern County Chapter

#### CONTINUING EDUCATION

- ◆ PASSPORT training, renewed yearly
- ◆ Desert Tortoise Council Workshop
- ◆ Endangered Species Regulation and Protection, University of California, Davis Extension
- ◆ California Environmental Quality Act: A Step by Step Approach. University of California Davis Extension
- ◆ ArcGIS I: Getting Started with GIS, ESRI

As a Field Biologist for Quad Knopf, Ms. Perez is responsible for environmental monitoring, biological field surveys, data collection, and species identification with emphasis on rare and endangered species, and survey methodology regarding wildlife species. She provides written documentation (e.g., environmental studies, biological assessments, environmental impact reports, threatened and endangered species habitat impact analysis, etc.) pursuant to California Environmental Quality Act and both the State and Federal Endangered Species Acts. Ms. Perez is knowledgeable and has practical experience in biological mitigation and compliance monitoring, accepted field methodologies for threatened and endangered plant and animal species, including the San Joaquin kit fox (*Vulpes macrotis mutica*), blunt-nosed leopard lizard (*Gamelia sila*), burrowing owl (*Athene cunicularia*), a variety of kangaroo rat species, as well as several other sensitive plant and animal species in Kern County and surrounding areas. She has a strong background in avian species around the Kern County area. Her experience with threatened and endangered species emphasis is in species throughout Kern County, California.

#### PROJECT EXPERIENCE

**San Emidio Ranch Cattle Water Line Project, Dale Poe Real Estate – Bakersfield, CA.** *Lead Biologist/Project Manager.*

Coordinating with state and federal agencies to provide biological monitoring for a 4-mile cattle water line. Surveyed and monitored for Bakersfield cactus, blunt-nosed leopard lizard, and burrowing owl. Coordinating daily biological monitoring and providing weekly updates to the client and agencies.

**College Avenue Apartments, Vista Montana – Bakersfield, CA.** *Lead Biologist/ Project Manager.*

Managing and coordinating the completion of protocol level blunt-nosed leopard lizard surveys for a location in east Bakersfield.

**Jackson Avenue Channelization, Caltrans – Lemoore, CA.** *Senior Associate Biologist.*

Assisting with preparation of a Tipton kangaroo rat relocation plan before construction of the area. Conducted the trapping and relocation of Tipton kangaroo rats, and other small mammal species. Completed a final trapping summary report for submittal to Caltrans.

**On-call Environmental Services – City of Bakersfield, CA.** *Senior Associate Biologist.*

Conducting surveys of proposed project locations for San Joaquin kit fox, burrowing owl, and other state and federally

- ♦ San Joaquin Kit Fox Workshop, The Wildlife Society

listed species. Assisting the City to ensure that projects associated with water features maintained by the City are in compliance with local, state, and federal regulations. This includes providing environmental recommendations and assistance to City staff, MBHCP Biological Clearance Surveys for proposed projects, and providing Threatened and Endangered Species training for contractors.

**Valley Dustin Acres Shoulder Widening Improvement Project, State Route 119, Caltrans – Valley Acres, CA. Associate Environmental Scientist.**

Leading a small mammal trapping effort to determine the presence/absence of nocturnal small mammal species along the project area.

**Metropolitan Bakersfield Habitat Conservation Plan (MBHCP), Environmental Assistance – City of Bakersfield, CA. Associate Environmental Scientist.**

Conducted and submitted Biological Clearance Survey documentation for numerous City, County, and School District sponsored construction projects pursuant to the MBHCP, in support of obtaining incidental take coverage for construction projects occurring within the Bakersfield Metropolitan General Plan area. Conducting biological surveys for special-status species and habitat, assisting with the associated reports, and submitting these reports to City Planning staff, USFWS, and the CDFG for review and approval.

Serving as lead biologist for the following City sponsored projects:

- ♦ Endangered Species Awareness Training for City of Bakersfield Public Works Department Projects;
- ♦ On-Call Environmental, Biological Services for the City of Bakersfield Water Resources Department;
- ♦ Street Improvement Projects: Bedford Green Drive from SR 184 to SR 178 and SR119 from Gosford Road to Ashe Road;
- ♦ Emergency Work within the Kern River Channel: Utility Crossings and Bridge Pilings;
- ♦ Sidewalk Repair Project at Q Street & 18th Street: San Joaquin kit fox natal den;
- ♦ Kit Fox Avoidance Plan: Overflow Parking for Brighthouse Amphitheatre;
- ♦ Bakersfield Sports Village.

**On-Call Biological Services, Private Utility Company – Kern County, CA. Associate Biologist.**

On-call services to conduct biological reconnaissance and monitoring for power pole replacement projects occurring throughout the San Joaquin Valley and surrounding foothills. Duties include conducting reconnaissance and protocol level surveys for sensitive species, including San Joaquin kit fox, nesting migratory birds and raptors (including Swainson's hawk), Valley elderberry longhorn beetle, and burrowing owls, reporting results both orally and in writing, and making

recommendations for protection of sensitive resources within the project vicinity. When it was determined that sensitive biological resources may be impacted by project activities, conducted training of construction crews in the protection of these resources and conducted biological monitoring during construction activities.

**Proposed Transmission Line Project, Private Utility Company – Eastern Tulare County, CA. Associate Biologist.**

Accompanied client's survey crews, and other staff to assure that impacts to sensitive species were avoided during the period of April 2011 through September 2011. Sensitive species in the 1000-foot study corridor along the transmission line included: spiny-sepaled button celery, Valley oak, interior live oak, valley elderberry, western burrowing owls, Swainson's hawks, California tiger salamander, and western spadefoot. Sensitive communities and habitats included: upland California tiger salamander habitat, nesting habitat for raptors, Great Valley Mixed Riparian Forest, and Great Valley Valley Oak Riparian Forest.

**Proposed Transmission Line Project, Private Utility Company – Eastern Tulare County, CA. Associate Biologist.**

Assisted Senior Biologist in protocol-level wetland delineation surveys, data collection of Wetlands and Waters of the United States during the spring and summer of 2011.

**Proposed Transmission Line Project, Private Utility Company – Eastern Tulare County, CA. Associate Biologist.**

Conducted protocol-level surveys for sensitive plant species, including calico monkey-flower (*Mimulus pictus*), California satintail (*Imperata brevifolia*), Hoover's spurge (*Chamaesyce hooveri*), lesser saltscare (*Atriplex minuscula*), recurved larkspur (*Delphinium recurvatum*), San Joaquin adobe sunburst (*Pseudobahia peirsonii*), San Joaquin Valley orcutt grass (*Orcuttia inaequalis*), spiny-sepaled button celery (*Eryngium spinosepalum*), subtle orache (*Atriplex subtilis*), and vernal pool smallscale (*Atriplex persistens*) during the spring and summer of 2011. Conducted surveys for wildlife species, including San Joaquin kit fox (*Vulpes macrotis mutica*) and California tiger salamander (*Ambystoma californiense*), as well as nesting raptors, which began in early 2011 and continued through the fall of 2011.

**Bowman Road Phase II – County of Kern, CA. Senior Associate Biologist.**

Conducting floristic surveys for the proposed road construction project.

**Maricopa Sun Solar Energy Complex, Maricopa Orchards, LLC – Kern County, CA. Lead Field Biologist.**

Conducting biological surveys (walking transects for kit fox activity on each section, botanical surveys - all sections, small mammal trapping for kangaroo rats, kit fox camera and

tracking stations throughout project, avian nesting surveys throughout project), assisted with blunt-nosed surveys.

**Road 182 Deep Creek Off-Shoot and Road 148 Outside Creek Bridge Replacement Projects – Tulare County, CA. *Field Biologist.***

Conducting reconnaissance biological surveys and preparing BA and NES Report for two bridge replacement projects.

**Aera Energy, LLC. – Lost Hills, Kern County, CA. *Wildlife Biologist.***

Presented a Threatened and Endangered (T&E) Species Training to crews working on Bureau of Land Management (BLM) lands, daily compliance monitoring following provisions set forth by BLM on the oilfield expansion project. Also assisted with the tracking of disturbance using GPS and photographs.

**Venoco, Inc. – Fellows, Kern County, CA. *Wildlife Biologist.***

Conducted blunt-nosed leopard lizard (*Gambelia sila*) surveys following USFWS protocol for proposed exploratory well locations on BLM surface.

**Chevron, U.S.A. Inc. – Kern River Lease, Kern County, CA. (2008-2012) *Wildlife Biologist.***

Conducted daily compliance monitoring for a variety of associate oilfield activity at the Kern River Lease, a project in a highly sensitive area for Federal endangered species. Duties include the daily monitoring for compliance of all provisions for a variety of Federal and State agencies, maintaining daily documentation of all activities involved with the projects, preparing all environmental training material, conducting environmental training to all on-site construction personnel. Also assisting with the preparation of post-construction compliance reports.

**Well Development, Bell Energy Corporation – Lost Hills, Kern County, CA. (2008) *Wildlife Biologist.***

Conducted protocol level blunt-nosed leopard lizard surveys and identified potential biological constraints associated with proposed well pad locations for oil and gas exploration on Bureau of Land Management lands in the Lost Hills area.

**Windwolves Preserve, The Wildlands Conservancy – Kern County, CA. (2008) *Wildlife Biologist.***

Conducted reconnaissance surveys of BLM parcels to evaluate biological resources for the land exchange between the BLM and Wildlands Conservancy. Project involved reconnaissance level surveys of the lands involved and a biological evaluation report with all findings.

**Ausra Solar Thermal Project – Carrizo Plain, San Luis Obispo County, CA. (2007-2008) *Wildlife Biologist.***

Assisted with protocol level surveys for blunt-nosed leopard lizards, San Joaquin kit fox, burrowing owl and other sensitive species in the area.

## Benton "Bud" J. Rice

*GIS Specialist*

### AREAS OF EXPERTISE

- ◆ GIS Development and Mapping
- ◀ ArcGIS
- ◆ Autodesk – AutoCAD
- ◀ Municipal land use, zoning, permitting, and redevelopment

### EDUCATION

- ◆ B.S., Environmental Resource Management, California State University, Bakersfield
- ◆ A.A., Forestry, Bakersfield Community College

### REGISTRATIONS / CERTIFICATIONS

- ◆ BC Forestry Student of the Year
- ◆ CSUB ERM Student of the Year
- ◆ ArcGIS Certificate, Server & System Management
- ◆ URISA Certified, Cartography and Map Design/Addressing
- ◆ Autodesk – AutoCAD - Certificate

### PROFESSIONAL ORGANIZATIONS

- ◆ Member, Society of American Foresters
- ◆ Past President – 2011/12, Central California Urban Regional Information Systems Association (Central Cal URISA)

### AWARDS / RECOGNITION

- ◆ Ken Volpe Regional Award of Merit for Environmental Resources & Conservation, City of Taft, 2010
- ◆ Regional Award of Merit for Local Government in Sustainability Measures of City of Taft General Plan, 2011

### CONTINUING EDUCATION

- ◆ Ethics Law for Public Officials Certificate

Mr Rice is a GIS professional with diverse data base management experience in the public sector. He has extensive computer training, including knowledge of ESRI's ArcInfo, ArcView and ArcServer, Adobe Pro, LiveCycle and Photoshop, AutoCAD, LaserFiche, Microsoft Office Pro; Word, Excel, Power Point Publisher, Visio and Access.

### PROJECT EXPERIENCE

#### **GIS Analyst, Kern County Local Agency Formation Commission (LAFCo) – Kern County, CA. *GIS Analyst.***

Researched archived district boundary/sphere of influence information. Produced maps to aide LAFCo Commission in their approval/denial process. Maintained boundary and sphere of influence database. Generated final maps for archive. Created a map system to aide staff in serving the public and partner agencies.

#### **GIS & Development Services – City of Taft, CA. *GIS & Development Services Manager.***

Produced maps for Planning/Redevelopment/Public Works purposes. Performed analysis of community projects related to land, utilities, housing, development. Facilitated building lease agreements. Negotiated Land Acquisitions for projects, including:

- ◆ 46 acres with Union Pacific Company (UP) and Sunset Railways Company (SR)
- ◆ 4 miles of right of way 100 to 200 ft wide with UP and SR
- ◆ 20 acres with Department of Energy
- ◆ 5 parcels (~1200 acres) with Bureau of Land Management

Participated/represented in regional & local environmental community programs, including:

- ◆ Geographical Information Advisory Committee (GIAC) – Chair
- ◆ Kern Tulare Integrated Regional Water Management Plan (IRWMP)
- ◆ Regional Valley Blueprint
- ◆ Regional Climate Management Plan
- ◆ Kern Geological Network (GeoNet)
- ◆ Kern Climate Plan
- ◆ Golden Empire Transit (GET) development of new transit system
- ◆ Transportation Modeling Committee

Created policy documentation related to Planning/Redevelopment, including:

- ◊ NIMS/SEMS/ICS Executive Course for Administrators and Policy Makers (P.O.S.T.)

- ◊ General Plan Consisting of: Housing Element, Land Use Element, Energy Element, Economic Element, Noise Element, and Safety & Public Works Element.
- ◊ Zoning Regulations
- ◊ Agricultural Conservation Plan
- ◊ Expansion of Sphere Of Influence
- ◊ Building Design Guidelines
- ◊ Development Standards
- ◊ Façade Program (GIS & 3-D Modeling)
- ◊ Road Abandonment/Easement Dedication/Environmental Recycling/Disposal Procedures

Provided documentation and facilitation of Redevelopment projects, including:

- ◊ Downtown Specific Plan
- ◊ Building Façade Program

**GIS Mapping – City of Delano, CA. *GIS Intern.***

Produced maps for Planning/Redevelopment/Public Works purposes. Updated GPS coordinates for City utilities. Tracked Code Enforcement violations. Analyzed police data for procurement of equipment.

**GIS Mapping, Kern Council of Governments – Kern County, CA. *GIS Intern.***

Produced maps for planning purposes. Created Shapefiles to be utilized in future maps. Updated data of older files and created Metadata for current files.

# On Man Lau, PE, GE – Bakersfield Branch Manager

## Professional Background

Mr. Lau graduated from California Polytechnic State University in 1992 and in 1994 with a Bachelor of Science degree in Civil Engineering and a Masters in Science for Civil and Environmental Engineering, respectively. With more than 18 years of experience, he has gained a reputation from his peers as having expertise in the following areas: investigation for foundation, footing foundation design, settlement evaluation, pavement design, slab-on-grade design, drilled pier design and construction, pile driving design and construction, seismic hazards, slope stability, liquefaction analysis, expansive soils, corrosive soils, excavation stability, shoring, compaction requirements, and volumetric calculations.

His projects have been assigned by private, public, and municipal entities in water/wastewater facilities, pipelines, canals, dams, retaining walls, roadways, highways, bridges, schools, hospitals, parks, multi-story buildings, commercial office complexes, airports, energy sites, manufacturing plants, and police/fire/prison sites.

Mr. Lau has performed and project managed geotechnical engineering and construction materials testing and observations in Kern County, Tulare County, Kings County, Fresno County, Owens Valley, Antelope Valley, and in the Mojave Desert regions of California.

## Relevant Project Experience

*Project: 7<sup>th</sup> Standard Road Widening, Grade Separation and Bridge*

*Client: County of Kern, Roads Improvement Program (TRIP)*

The project goal was to widen approximately 6.5 miles of 7<sup>th</sup> Standard Road between Coffee Road and Santa Fe Way from two lanes to four lanes.

Mr. Lau provided the preliminary geotechnical investigation that allowed for him to provide the geotechnical design report that addressed pavement subgrade conditions and pavement structural section requirements. He also provided quality assurance of construction and special inspection testing and observations.

*Project: North Chester Avenue Bridge*

*Client: City of Bakersfield*

The purpose of this project was to replace an existing steel girder bridge over the Kern River with 446 feet long by 46 feet wide, cast in place post tension box girder bridge, in addition to barrier rail up grades, drainage facilities, and street improvements.

Mr. Lau provided project management for construction testing, observations and special inspections. One of the key aspects was overseeing demolition of the existing southbound bridge and the construction of a new southbound bridge. Other scopes of work included the construction of embankments, roadway connections, retaining walls, metal beam guardrails, street lights, curb and gutters, sidewalks, median curbs, fencing, railing and storm drain modifications.

*Project: County Line Road*

*Client: City of Delano*

Mr. Lau conducted a pavement investigation for the rehabilitation of County Line Road. Our scope of services included a field investigation and laboratory testing that consisted of, in general, a slurry seal, full depth reclamation, asphalt concrete paving, curb, gutter, sidewalks, cut ramps, cross gutter, drive approaches, truncated domes, for seal and shoulder stabilization.

**BSK**  
Associates  
Engineers & Laboratories



### Qualifications

#### Education

BS – Civil Engineering  
California Polytechnic State University,  
San Luis Obispo, California  
1992

MS – Civil & Environmental Engineering  
California Polytechnic State University,  
San Luis Obispo, California  
1994

#### Registrations/Certificates

Geotechnical Engineer, California – 2644  
Civil Engineer, California – 57398

#### Hire Date

BSK Associates – 1994

#### Professional Affiliations

American Public Works Association

# Adam Terronez, PE, GE –Geotechnical Group Manager

## Professional Background

Mr. Terronez graduated from California Polytechnic State University in 1998 with a Bachelor of Science degree in Civil Engineering and in 1999 through 2000 he did Graduate Studies at San Diego State University. With more than 14 years of experience dedicated to professional practice, technical excellence and client development, he has gained a reputation for specializing in geotechnical explorations and evaluations for public and private projects, project management, quality control of earthwork operations and construction materials, shallow and deep foundation design and construction, flexible and rigid pavement design, subgrade stabilization, probabilistic and deterministic seismic hazard analysis, liquefaction hazard analysis and remediation, forensic evaluation, slope stability analysis and slope stabilization, and design of earth retaining structures.

His projects have been assigned by private, public, and municipal entities in water/wastewater facilities, pipelines, canals, dams, retaining walls, roadways, highways, bridges, schools, hospitals, parks, multi-story buildings, commercial office complexes, major retail centers, residential sites, airports, and police/fire/prison sites.

Mr. Terronez has performed and project managed geotechnical engineering and construction materials testing and observations in Kern County, Tulare County, Kings County, Fresno County, Owens Valley, Antelope Valley, and in the Mojave Desert regions of California. He has also conducted site investigations in Mohave County region of Arizona.

## Relevant Project Experience

*Project: Mohawk Street Extension*

*Client: Nolte Associates, Inc.*

Mr. Terronez was project manager for quality assurance materials acceptance testing and source inspection services for the City of Bakersfield's Westside Parkway, Phase 1 Mohawk Street Extension project, a 1.2 mile north-south connection from Rosedale Highway to Truxtun Avenue, with three lanes in each direction. This project includes a new railroad grade separation the Burlington Northern Santa Fe (BNSF) Railway, a bridge over the Kern River, and the future Westside Parkway Interchange.

*Project: Fairfax Avenue Overcrossing at SR 178*

*Client: PB Americas*

Mr. Terronez was project engineer for a geotechnical investigation in preparation of project plans, specifications, and cost estimates. He also managed the field investigation including hollow-stem auger borings, review of available data, and laboratory testing. The engineering analysis included seismic design criteria, liquefaction analysis, and recommendations for bridge foundations, piles, and slope stability. The findings and recommendations were presented in the Foundation Report and the Materials/Geotechnical Design Report. The Foundation Report was reviewed by Caltrans Division of Engineering Services.

*Project: Newport Road Realignment*

*Client: Berryman & Henigar*

Mr. Terronez was project engineer for geotechnical investigation of Newport Road realignment between Winchester Road (SR79) and Menifee Road (approx. 5.9 miles) in Riverside County. Included cut and fill slopes up to approximately 60 and 30 feet, respectively.

BSK  
Associates  
Engineers & Laboratories



### Qualifications

#### Education

BS – Civil Engineering  
California Polytechnic State University,  
San Luis Obispo, California  
1998

#### Graduate Studies

San Diego State University  
San Diego, California  
1999 – 2000

#### Registrations/Certificates

Geotechnical Engineer, California – 2709  
Civil Engineer, California – 62285  
Civil Engineer, Arizona – 43316

#### Hire Date

BSK Associates – 2013

#### Professional Affiliations

American Public Works Association  
American Society of Civil Engineers  
American Council of Engineering  
Companies

# Michael Collins, EIT – Staff Engineer

## Professional Background

Mr. Collins graduated from California State University Fresno, in 2005 with a Bachelor of Science degree in Civil Engineering. His area of expertise includes overseeing laboratory operations and quality assurance as well as managing testing technicians and inspectors. He provides geotechnical and pavement investigation, asphalt mix designs and verifications, first and third party compaction testing and quality assurance of asphalt pavement for airports, roadways and parking lots.

His projects have included water/wastewater facilities, pipelines, canals, dams, retaining walls, roadways, highways, bridges, schools, hospitals, parks, multi-story buildings, commercial office complexes, airports, energy sites, manufacturing plants, and police/fire/prison sites.

Mr. Collins has performed and managed geotechnical engineering and construction materials testing and observations in Kern County, San Bernardino, Orange County, Los Angeles, Tulare County, Kings County, Fresno County, Owens Valley, Antelope Valley, and in the Mojave Desert regions of California.

## Relevant Project Experience

*Project: Caltrans Staff Augmentation at Southern Regional Lab*

*Client: S&T Engineering*

He provided Laboratory testing services in Hit Mix Asphalt (HMA) Laboratory.

*Project: 1405 and SR22 Interchange*

*Client: Harris Associates*

Mr. Collins provided field services supervision and quality assurance testing on an as-needed basis for soils, asphalt concrete and concrete during construction per Caltrans requirements.

*Project: I-10/Riverside Avenue Interchange Project, Rialto, CA*

*Client: Berg Associates*

He was field supervisor and project manager for field services and quality assurance for soils, asphalt concrete and cement concrete during construction per Caltrans requirements.

*Project: Avalon Blvd, City of Carson, CA*

*Client: Parsons Transportation*

Project management was provided by Mr. Collins for this project. He also provided field services supervision and quality assurance testing services for soils, concrete and asphalt concrete during construction per Caltrans requirements.

*Project: Rehabilitation of Firestone Blvd, City of Norwalk, CA*

*Client: City of Norwalk*

As the project manager, Mr. Collins provided quality assurance testing on the Front Street Pavement Rehabilitation Project from San Antonio Drive to Rosecrans Avenue in the City of Norwalk, California.

*Project: California City Airport Project*

*Client: City of California City*

Mr. Collins was the project manager providing quality assurance for the material testing of the runway realignment.



### Qualifications

#### Education

BS – Civil Engineering  
California State University,  
Fresno, California  
2005

#### Registrations/Certifications

EIT, California

#### Caltrans Test Methods

125AGG	202	304
125MISC	216	308
105	217	309
106	226	366
201	231	382

#### Hire Date

BSK Associates – 2005

#### Professional Affiliations

American Society of Civil Engineers –  
Treasurer of YMF

California Asphalt Pavement  
Association



**GEORGIENA M. VIVIAN,**  
**President**

**EDUCATION**

- California State University, Fresno 1976-1978, Master's Program – Urban and Regional Planning
- California State University, Fresno 1972-1976 (Fall), Bachelor of Arts – Special Major, Urban and Regional Planning

**YEARS OF EXPERIENCE**

- Thirty Nine (39) years [Twenty-three (23) years with VRPA]

**AFFILIATIONS**

- Institute of Transportation Engineers (ITE), Member, 1992-2011; ITE Council on ITS, 1992-2000, ITE Council of Transportation Planning, 1993-2000
- Chairperson, SJVUAPCD TCM Development Committee, 1989-1992
- Co-manager of the San Joaquin Valley Transportation Control Measure (TCM) Implementation, Monitoring, and Enforcement Program, 1992-1994, Member of the TCM Working Group, 1993-1994, both representing TCAG/TPA
- Chairperson, Statewide MINUTP Traffic Model Users' Group, 1988-1999
- Chairperson/Member - Southwest Region Transportation Model Users' Group (SRTMUG), 1990-2011
- Member – Women In Transportation – 1998-2005
- Co-Chairperson ESRI ARC/INFO GIS Transportation Committee (Pacific Rim), 1993-1996

**EXPERIENCE**

**Intelligent Transportation Systems**

- Central California Coast ITS Strategic Deployment Plan - Santa Cruz, Monterey, San Benito, San Luis Obispo, and Santa Barbara Counties - Subconsultant
- Inland Empire Early Deployment Plan (EDP) – ITS Strategic Plan – Riverside and San Bernardino Counties - Subconsultant
- Southern California Priority Showcase (ITS) project – Existing Conditions Report - Subconsultant
- SANBAG Smart Call Box Monitoring Program - Prime
- Nationwide Motorist Aid Study for TITAN Systems Inc. - Subconsultant
- Hampton-Rhodes ITS Design - Subconsultant
- Development and Implementation of the Riverside County Congestion Management Program (CMP) including: Design of an ITS Smart Call Box System for Traffic Monitoring Purposes and Evaluation of LOS Methodologies – Prime
- TSM Applications for Various Transportation Projects

including: ITS, Environmental Enhancement Activities, Bikeways, Airport Improvements, Transit Improvements, and TCM Implementation - Prime

- I-95 Coalition – ITS Projects – Web Site Development, Travelers Alert Mapping, and I-95 Construction Advisory for twelve East Coast States - Prime

**Transportation Planning**

**Traffic/Land Use Modeling**

- City of Fresno General Plan Activity Center and Corridors Study – On-Going - Prime
- San Joaquin Valley Regional Blueprint Programs for Fresno, Kings, Madera, and Tulare Counties – 2008 - Prime
- San Joaquin Valley Growth Response Study – Land Use and Traffic Modeling – 2005 - Prime
- SR 41 Corridor Study – Land Use/Traffic Modeling – 2007 - Prime
- San Joaquin Valley Goods Movement Study – Phase 1 and 2, Phase III - Subconsultant
- SCAG Transportation Model Update – Smart Shuttle Planning – Los Angeles Basin - Subconsultant
- Preparation of the Fresno County/Madera County East-West Corridor Traffic Model - Prime
- SR 198 Project Study Report Traffic Model - Prime
- RCTC Physics Alternative Analysis – SCAG Regional Transportation Model - Prime
- Southwest ADP – Traffic Model, Riverside County, WRCOG – Model Documentation and Analysis - Prime
- Tulare County Peak Hour Traffic Model and Socioeconomic Data - Prime
- Fresno County Peak Hour Traffic Model and Socioeconomic Data – Prime
- Socioeconomic Data and Calibration/Validation of the 1980, 1989, 1991, 1992, Tulare County Regional Traffic Models - Prime
- Year 2020 Traffic Model Analysis of the City of Visalia Land Use and Circulation Element Update Alternatives -Prime
- City of Lemoore Traffic Model - Prime
- City of Merced Circulation Element Analysis (trip generation, distribution and manual assignment) - Subconsultant
- Urban Transportation Planning System Traffic Model and the Highway System Analysis Study for Fresno County - Prime
- U.S. Census Employer Location Study/Survey - Prime
- Calibration/Validated 1986 and 2010 Fresno-Clovis Metropolitan Area (FCMA) Traffic Model - Prime
- City of Perris 2003 General Plan Circulation Element Update - Prime
- Public Transportation Infrastructure Study – Phase I - Subconsultant
- Fresno – Madera Freeway Deficiency Study, Phase 2 – 2007 - Subconsultant



**GEORGIENA M. VIVIAN,**  
**President**

**EXPERIENCE, Continued**

**Regional Transportation Plans**

- 2011 Kern COG RTP SEIR Addendum – Prime
- 2011 MCTC RTP EIR - Prime
- 2011 TCAG RTP EIR-Prime
- 2011 Fresno COG RTP EIR – Prime
- 2011 Kern COG RTP EIR – Prime
- 2011 Fresno COG RTP Project Prioritization Process - Prime
- 2008 Kern County RTP EIR Addendum - Prime
- 2007 Tulare County RTP EIR - Prime
- 2007 Kern County RTP EIR - Prime
- 2003 Humboldt County RTP - Subconsultant
- 2001 Madera County Regional Transportation Plan & Environmental Impact Report - Prime
- 2004 Fresno County RTP – Evaluation and Prioritization - Prime
- 2004 Tulare County Regional Transportation Plan/EIR - Prime
- 2001 Tulare County Regional Transportation Plan (Assisted TCAG staff) Environmental Impact Report (Prime)
- 2001 Fresno County Regional Transportation Plan – Evaluation of Candidate Projects Prime
- 2001 SCAG RTP Update – Technical Support to the RTP TAC - Prime
- 1998 SCAG RTP Update - Technical Assistance to RCTC - Prime
- 1994 Fresno County Regional Transportation Plan/ Environmental Impact Report/Air Quality Conformity Finding - Prime
- 1994 Kern County Regional Transportation Plan/Congestion Management Program/Environmental Impact Report/Air Quality Conformity Finding - Prime
- 1991 and 1993 Tulare County RTPs and EIR - Prime
- Fresno County RTPs - 1978-1988 (Fresno COG Staff)
- SCAG Arroyo Verdugo RTP Analysis - Prime

**Circulation Elements**

- County of Tulare – Pixley Community Plan – 2006 - Prime
- County of Riverside General Plan Circulation Element (Prime) & Community Environment Transportation Acceptability Process (CETAP), 1999-2002 - Subconsultant
- City of Perris – 2005 - Prime
- City of Fowler – 2005 - Prime
- City of Sanger General Plan Circulation Element, 1999-2002 - Prime
- City of Atwater General Plan Circulation Element, 1999-2000 - Prime
- Tulare County General Plan Circulation Element, 1996-2002: Streets and Highways, Transit, Rail, Non-Motorized - Prime

- City Lemoore General Plan EIR and Circulation Element: Streets and Highways, Transit, Rail, Non-Motorized - Prime
- City of Visalia General Plan Circulation Element, 1992-2000: Streets and Highways, Transit, Rail, Non-Motorized - Prime
- City of Fresno General Plan Circulation Element; 1996-1997: Streets and Highways, Transit, Rail, Non-Motorized - Prime
- Pixley Community Circulation Study; 1995-1997: Streets and Highways, Transit, Rail, Non-Motorized - Prime
- Various other Circulation Elements in Fresno County - Prime
- Western Riverside County GIS Information Network/ Comprehensive Transportation Plan (CTP) - Prime

**Congestion Management**

- CMP LOS Deficiency Plan for Facilities in Lake Elsinore - Prime
- Riverside County CMP – 1991 – 2011, TMC and Smart Call Box Programs to Implement the CMP – 1998 – 2011 - Prime
- Riverside County CMP Handbook and Other Transportation and Modeling Related Activities - Prime
- Tulare County CMP Handbook and Other Transportation and Modeling Related Activities - Prime
- Congestion Management Program (CMP) for Tulare County, 1994 - Subconsultant

**Corridor Studies**

- Golden State Corridor Design Study – 2010-2011 – Subconsultant Roadway and Intersection Design, Traffic, Noise and Air Quality Impact Studies
- Metro Rural Loop – 2007-2008 – Land use and transportation modeling - Prime
- City of Fresno General Plan Activity Center and Corridor Study – Underway - Prime
- Mid County Parkway (MCP) Traffic Engineering and Design – 2007 – Underway - Prime
- Tulare County East-West Corridor Study, 2002 - Prime
- Fresno and Madera County East-West Corridor Phase 1 - MIS, 1995-1999 - Prime
- Fresno-Madera County East-West Corridor Study – Phase 2 – Bridge Assessment, Civil Engineering - Subconsultant
- Co-management and Assistance with the Temperance Avenue Corridor Study (Fresno COG Staff)
- Co-management and Assistance with the Herndon Avenue Corridor Study (Fresno COG Staff)
- Co-management and Assistance with the SR 41, SR 168, and SR 180 Corridor Studies and Model Development - Prime
- Management of the Fig Garden Circulation Study (Fresno COG Staff)
- SR 41 Corridor Study – Traffic and Land Use Analysis - Prime



**GEORGIENA M. VIVIAN,**  
**President**

**EXPERIENCE, Continued**

**Parking**

- CSUF - Shared Use Parking Study - CSUF, Save Mart Center and New Private Development - 2005 - Prime
- City of San Diego Shared Use Parking Study - Prime
- Downtown Visalia Parking Management Plan (analysis of parking conditions and provisions for enhanced management of 109 square blocks) - Prime
- City of Kingsburg Downtown Parking Study - Prime
- City of Selma Parking Assessment - Prime
- San Diego County Park and Ride Facilities Study - Prime
- City of Vista Downtown Parking Study (60 sq. blocks) - Prime

**System Financing**

- Fresno County Measure "C" ½ % Sales Tax Extension Expenditure Plan - Continuing Project 2002 - 2011 - Prime
- Madera County Measure "T" Investment Plan 2006 - Prime Measure "T" Strategic Plan 2007 - Prime
- City of Madera State Route Impact Fee Program - 2008 - continuing project - Prime
- Madera County Road Impact Fee Study Update - 2009 - Prime
- TEA-21 Funding Applications for the City of Orange Cove - 2004 - Prime
- TEA-21 Funding Applications for the City of Kingsburg, 1999 & 2002 - Prime
- TEA-21 CMAQ Funding Applications for the City of Porterville - Prime
- RCTC Measure A ½ Cent Sales Tax Strategic Plan and Issues Paper - Prime
- Evaluation of Various Transportation Funding Programs for the City of Coachella including a Regional Transportation Mitigation Fee - Prime
- RCTC Measure A Financial Statement, Measure A Project Descriptions: Highways, Transit, Passenger Rail, TDM - Prime
- COFCG 1998 Measure C - ½ Cent Sales Tax Expenditure Plan - Prime
- On-Call Services: Bechtel Corporation/FCTA Measures C Program, 1996-2007 - Prime

**Origin-Destination Surveys**

- CVAG Origin-Destination Study - Coachella Valley: Vehicle and Transit Trips - Prime
- Yuma, Arizona External Auto & Truck O-D Survey, 1996-1997 - Prime
- Flagstaff Origin-Destination Survey, 1997 - Subconsultant
- SCAG Goods Movement Truck Study, 2001 - 2002 - Prime
- SANBAG Truck Study - 2003 - Prime

**Transit**

- Metropolitan Bakersfield Long-Range Transit Plan - Outreach, 2010 - 2011 - Subconsultant
- San Joaquin County Regional Transit Study - Subconsultant
- Fresno County Public Transportation Infrastructure Study - Phase 1 - 2006 - Subconsultant
- Madera City Transit Facilities Study - 2006 - Prime
- SCAG Transit Restructuring Task Force - Technical Support - 1998-1999 - Prime
- 1994 Kern County Regional Transportation Plan/Congestion Management Plan/Environmental Impact Report/Air Quality Finding: - Transit - Prime
- SCAG Transportation Model Update - Smart Shuttle Planning - Los Angeles Basin; 1996-1997 - Subconsultant
- Tulare Transit Express UMTA Drug Testing Rules Analysis and Procedure - Prime
- City of Visalia Long Range Transit Plan (LRTP) - User Survey - Prime
- SCAG Regional Transit Data and Information Exchange - Data Needs Analysis - Los Angeles Basin; 1997 - Agency Survey - Subconsultant
- Mono County Short Range Transit Needs Survey in the San Joaquin Valley Corridor - Prime
- City of Coalinga UMTA Funding Application (Vehicle Acquisition), and Transit Systems Analysis - Prime

**Rail**

- California High Speed Rail Study - Central Valley Technical Support and Outreach - 2007 - Continuing Project - Subconsultant
- Fresno County Rail Consolidation Study and Environmental Survey - 2003 - Subconsultant
- Study of Railroad Services, Facilities, and Track Connections Staff to COFCG Valley Rail Committees (Fresno COG Staff)
- City of Tulare Railroad Grade Separation Alternative Site Study/Environmental Assessment - Subconsultant
- Pleasant Avenue Railroad Crossing Environmental Assessment - Subconsultant

**Aviation**

- City of Lompoc Airport Master Plan - 2010 Underway, Environmental Analysis - Subconsultant
- City of Delano Airport Master Plan - 2008 Underway - Subconsultant
- County of Los Angeles Whiteman Airport Master Plan - 2008 Underway - Subconsultant
- Kern Valley Airport Master Plan - outreach & baseline environmental analysis - 2005 - Subconsultant
- Wasco Airport Master Plan - baseline environmental analysis - 2005 - Subconsultant



**GEORGIENA M. VIVIAN,**  
**President**

**EXPERIENCE, Continued**

- San Diego Airport ALUC – environmental assessments for all public use airports & research and analysis – 2006 - Subconsultant
- Inyo-Kern Airport Master Plan - baseline environmental analysis – 2005 - Subconsultant
- City of Merced Airport Master Plan – outreach and environmental baseline analysis – 2006 - Subconsultant
- Tulare County Airport Land Use Plan - Subconsultant
- Fresno County Regional Airports Systems Plans, 1978-1988 (Fresno COG Staff)
- FYI Airport Master Plan – Public Outreach - Subconsultant
- Fresno-Chandler Airport Master Plan EIR, Existing Traffic Assessment and Public Outreach – 2005 - Subconsultant
- Fresno Chandler Airport Master Plan EA – 1995 - Subconsultant
- Fresno-Chandler Master Plan Update – Environmental Document – 2003-05 - Subconsultant
- City of Reedley Airport Land Use Plan (Fresno COG Staff)

**Traffic Engineering**

**Goods Movement**

- San Joaquin Valley Goods Movement Study Phase 1, 2, and 3 – STAA Issues, Surveys, Other Technical Support
- Yuma, Arizona External Auto & Truck O-D Survey, 1996-1997 – Prime
- SCAG Goods Movement Truck Study, 2001 – 2002 – Prime
- SANBAG Truck Study – 2003 - Prime

**Bikeways**

- Co-managed consultant development of the City of Visalia Bikeway Plan - Prime
- Fresno County Regional Bikeway Plan, 1978-1988 (Fresno COG Staff)

**Traffic Engineering**

- Traffic Impact Studies contained in Environmental Documents for many cities and counties within California, and other various agencies in California, Arizona, and on the East Coast - Prime
- On-Call Traffic Engineering – March Joint Powers Authority, Riverside County – On-going - Prime
- On-Call Traffic Engineering – City of Perris - Prime
- On-Call Traffic Engineering, County of San Diego – Prime
- On-Call Traffic Engineering, City of San Diego – On-Going
- On-Call Traffic Engineering, SANDAG – On-Going - Prime
- Farmersville Interchange Study 2006 - Prime
- Riverside County Mid County Parkway – 32 Miles of Freeway

- Traffic Engineering – Underway 2008 - Prime
- Tulare County East-West Corridor Study 2003 – Prime
- Fresno/Madera County East-West Corridor – Phase 2 – Detailed Engineering, Technical Assistance, Public Involvement Program - Subconsultant
- On-Call Management Services: Traffic Engineering, Modeling, LOS Analysis; Bechtel, Fresno County Transportation Authority (FCTA); SR 168 and 180 - Prime
- SCAG Traffic Monitoring Program – 1999 - Prime
- On-Call Traffic Engineering for Caltrans District 11 in San Diego County - Prime
- Project Study Report (PSR)/Traffic Engineering along SR 145 in the City of Kerman (Median Island Design) - Prime
- Project Study Report Sunnyslope Drive and Sage Avenue in the Town of Yucca Valley - Prime
- SR 145 and Kamm Avenue Intersection Design, Fresno County - Prime
- Review of Numerous Traffic Impact Assessments (TIAs) for Various Development Proposals Related to RCTC CMP Implementation and Monitoring Program - Prime
- Signal System Timing and Traffic Flow Analysis - Otay Nestor, San Diego, CA - Prime
- City of San Diego Water District - Rosecrans and Kearney Mesa Traffic Control Plans and Specifications - Prime
- National City Signal Coordination Study - Prime
- Signal System Timing and Traffic Flow Analysis for all major Island corridors and intersections – Honolulu, Hawaii - Subconsultant
- Super Store Trip Generation Study and Surveys in Oklahoma City, OK and Dallas, TX and California - Prime
- TIS Peer Review of Proposed Wal-Mart Superstores in Modesto, Selma, Bakersfield, Reedley, American Canyon, Ceres, Chico, Lodi, Lathrop, Tracey, Turlock, Yuba, Clovis, Hanford, Citrus Heights, Kern County, Hanford (all in California), Honolulu HI, Holiday, FL, and Texas - Prime
- County of Tulare Traffic Counts - Prime
- City of San Diego Traffic Counts - Prime
- National City Traffic Counts - Prime
- Assigned to the Caltrans District 6 Fresno Office, Research Assistant – Traffic Engineering (Fresno COG Staff)

**Air Quality Planning/Analysis**

- Indirect Source Review Rule – Technical Support to SJVAPCD - 2007 - Prime
- PM10 Technical Support – 2006 – SJVAPCD - Subconsultant
- Southwest APD – Traffic Model, Riverside County, WRCOG – Model Documentation and Analysis - Prime
- Transportation Demand Management (TDM) Implementation/Monitoring Program for Coachella Valley – Prime



## GEORGIENA M. VIVIAN, President

### EXPERIENCE, Continued

- Transportation Management Association (TMA) Applications in Fresno, Tulare, and San Bernardino Counties - Prime
- Air Quality (AQ) Impact Assessment for the City of Livermore Northwest Specific Plan Area/Livermore Laboratories - Prime
- AQ Modeling for CTCs in SCAG Region to Meet Conformity - Prime
- Air Quality Assessment of Various TCMs contained in the San Joaquin Valley Rate of Progress Plan - Prime
- Air Quality Analysis for 2000 Coordinated Traffic Signals in San Diego County - Prime
- AQ Analysis for the City of Tracy, Development Projects - Prime
- Prototype Detailed Air Quality Implementation Strategy for Western Riverside County - Prime
- AQ Impact Assessment for Visalia General Plan Update - Prime
- AQ Impact Assessment for Fresno General Plan Update - Prime
- AQ Impact Assessment for Sutter General Plan Update - Prime
- Air Quality Planning including: Development of the San Joaquin Valley Attainment Plan; Transportation Control Measures, the Historical and Environmental Settings and other Air Quality Planning Issues - Prime
- Southwest APD – Traffic Model, Riverside County, WRCOG – Model Documentation and Analysis - Prime
- Local CEQA Guidelines for Fresno County Local Jurisdictions - Prime
- Enhanced TCM Program for the San Joaquin Valley - Prime
- Caltrans TMA Funding Application for Downtown Visalians Corporation - Prime
- Merced General Plan EIR, Air Quality Assessment - Prime
- Air Quality Assessments for Numerous Development Projects in Counties and Cities and for Other Agencies in California - Prime

### Noise Analysis

- Noise Impact Assessments for Major Street and Highway Improvements in numerous Counties in California - Prime
- Various Freeway and Interchange Facilities within Riverside County - Prime
- Mid County Parkway (32 miles of new freeway), Noise Technical Report – Prime for NIA
- Friant Road Improvement EIR Noise Assessment – Prime for NIA
- Zinkin Development Noise Assessment – Friant Rd. and Fort Washington Blvd. - Prime
- Noise Assessments for Numerous Development Projects in

California - Prime

### Environmental Analysis

- 2011 Kern COG RTP SEIR Addendum - Prime
- 2011 MCTC RTP EIR - Prime
- 2011 TCAG RTP EIR-Prime
- 2011 Fresno COG RTP EIR – Prime
- 2011 Kern COG RTP EIR – Prime
- Kern County RTP EIR Addendum 2008 - Prime
- Madera Road 200 CEQA and NEPA Documents – 2008 – underway - Prime
- Madera County RTP EIR – 2001, 2004 and 2007 - Prime
- Kern COG ½ Cent Sales Tax Expenditure Plan and Ordinance EIR – 2006 – Prime
- Fresno COG Measure C ½ Cent Sales Tax Expenditure Plan EIR – 2006 - Prime
- MCTC ½ Cent Sales Tax Investment Plan and Ordinance EIR – 2006 - Prime
- Visalia General Plan Circulation Element EIR (2000) - Prime
- Tulare County Regional Transportation Plan & Environmental Impact Report (RTP/EIR) 2001, 2003-04, and 2007 - Prime
- Fresno County RTP/EIR (1994, 2001, 2004, and 2007) - Prime
- Kern County RTP/EIR (1994 and 2007) - Prime
- Environmental Assessment – Riverside County Congestion Management Program (CMP) & Updates 1992-2000 - Prime
- Tulare County EA/IS Fast Track Program for New Development Projects - Prime
- Environmental Impact Assessment/Initial Study for the Tulare County Enterprise Zone - Prime
- Environmental Impact Assessments/Initial Study for New Streets and Road Projects in Fresno, Merced, Madera, Tulare, Alameda, Kings, Riverside, Monterey, Santa Clara, Contra Costa, and San Diego Counties (Prime) including:
  - Avenue 12 – Madera County – Environmental Assessment
  - Road 415 – Madera County – Environmental Assessment
  - Friant Road Noise Assessment – Fresno County
  - Goshen Avenue – Tulare County – Environmental Assessment
  - Road 200 – Madera County – Environmental Assessment
  - Road 26 and Avenue 17 – Madera County – Environmental Assessment
  - Mid County Parkway – Riverside County Noise and Traffic Impact Studies
  - Millerton Road Alignment Study – Baseline Environmental
  - Fresno and Madera East-West Corridor Study – Environmental Baseline Assessment
- Numerous Environmental Assessments for Major Planning Studies in Fresno County Madera Road 200 EIR – 2008 – underway - Prime
- Numerous Environmental Assessments for Circulation Improvements



**GEORGIENA M. VIVIAN,**  
**President**

**EXPERIENCE, Continued**

- Madera Road 200 EIR – 2008 – underway – Prime
- Environmental Assessments for FAA Airport Master Plans – Whiteman Airport (LA County), Chandler Airport (Fresno County), Merced Airport (Merced County), Delano, Kern Valley Airport, Taft Airport, Wasco Airport and Inyo-Kern Airport (Kern County) – Prime for EAs and Outreach
- Madera Transit Center Feasibility and Site Location Study – Environmental Baseline Assessment - Prime

**Outreach**

- Metropolitan Bakersfield Long-Range Transit Plan, 2010 – 2011 – Ongoing - Subconsultant
- California High Speed Rail Study – Central Valley Technical Support and Outreach – 2007 – 2011 Ongoing - Subconsultant
- Madera County Measure "T" Outreach Program – 2006 - Prime
- Fresno County Measure "C" Outreach Program – 2006 - Prime
- Fresno County Blueprint Program – Public Outreach Program and Technical Modeling Assistance – 2006-08 - Prime
- Madera County Blueprint Program – Public Outreach Program and Technical Modeling Assistance – 2006-08 - Prime
- Tulare County Blueprint Program – Public Outreach Program and Technical Modeling Assistance – 2006-08 - Prime
- Kings County Blueprint Program – Public Outreach Program and Technical Modeling Assistance – 2006-08 - Prime
- Public Transportation Infrastructure Study (PTIS) – Phase 1 – Public Outreach
- Manning Avenue Bridge Replacement and Reconstruction Design – Public Outreach Program – 2006-07 - Subconsultant
- San Joaquin Valley Growth Response Study – Caltrans District 6 – Prime Consultant – Land Use and Transportation Planning and Public Outreach – 2004 - Prime

**Other**

- Fresno Private Industry Council (FPIC) Employer Database Study, 1996-1997 - Prime
- PG&E Site Location Analysis - Prime
- Socioeconomic Data for the Fresno-Madera Area Agency on Aging - Prime
- LAFCO Procedures for the Tulare County Planning Department - Prime
- Sphere of Influence and LAFCO Annexation Applications for

- Fresno County Local Jurisdictions (Fresno COG Staff)
- Tulare County Regional Housing Needs Plan, 1992, 2002, and 2008 - Prime
- Tulare County Housing Element - 2003- Prime
- Fresno County Regional Housing Element, 1978-1988 – Prime
- 1986 Regional Housing Needs Determination Study (Fresno COG Staff)
- General Plan Housing Elements for the Cities of Fresno and Visalia, and Tulare County - Prime
- Federal, State and Local Grant Applications for Fresno County Local Jurisdictions - Prime
- General, Community and Specific Plans (Land Use, Housing, Circulation, and Other Elements) for a Majority of Fresno and Tulare County Local Jurisdictions including the City of Fresno, Tulare County, City of Visalia, City of Sanger, etc. (Fresno COG Staff and Prime)



**ERIK O. RUEHR, P.E.**  
**Director of Traffic Engineering**

**EDUCATION**

- University of Michigan, Ann Arbor 1980-1981, Master of Science in Engineering (Civil Engineering)
- University of Michigan, Ann Arbor 1976-1979, Bachelor of Science in Engineering (Civil Engineering)

**YEARS OF EXPERIENCE**

- Twenty-nine (29) years [Thirteen (13) years with VRPA]

**REGISTRATION**

- California, Civil Engineer, 1983
- California, Traffic Engineer, 1986
- Oregon, Professional Engineer, 1986
- Washington, Professional Engineer, 1986
- Minnesota, Professional Engineer, 1986
- Florida, Professional Engineer, 1990
- Institute of Transportation Engineers, Professional Traffic Operations Engineer, 2007

**AFFILIATIONS**

- Institute of Transportation Engineers (ITE), Fellow 2007-2011; Member 1992-2007; Associate Member 1981-1992; Student Member 1979-1981; President, California Border Section, 1999-2000; Vice President, California Border Section, 1998-1999; Treasurer, California Border Section, 1997-1998; Secretary, California Border Section 1996-1997
- Technical Program Chair, ITE District 4 Annual Meeting, Minneapolis, 1990
- Local Arrangements Committee, ITE District 6 Annual Meeting, San Diego, 2000
- Transportation Research Board, Associate Member 1989-2011; Member, Committee on Highway Capacity and Quality of Service 1996-2006; Subcommittee Member, Committee on Highway Capacity and Quality of Service 1990-1996 and 2006 - 2011
- San Diego Regional Transportation Technology Alliance, Member 1993-2001; Board of Directors 1996-2001; President 1998-1999
- Member, San Diego Highway Development Association, 1991-2011
- Member, Women's Transportation Seminar, 1987-2011
- Member, Southwest Region Transportation Model Users Group, 1991-2011

**EXPERIENCE**

**Intelligent Transportation Systems**

- Hampton Roads Advanced Traffic Management System
- Feasibility Study and Implementation Plan for ITS Data

- Collection in the Washington, DC Metropolitan Area
- Central Coast ITS Strategic Plan (Santa Cruz, Monterey, San Luis Obispo, and Santa Barbara Counties)
- Riverside County Transportation Commission Smart Call Box Monitoring Program (Riverside County, California)
- Southern California Priority Corridor ITS Strategic Plan - Commercial Vehicle Operations Element
- West San Gabriel Valley Traffic Signal Synchronization Study (Los Angeles County, California)
- Green River Valley Traffic Signal Coordination Study (King County, Washington)
- Snelling Avenue/University Avenue Traffic Signal/Air Quality Improvement System (St. Paul, Minnesota)
- Advantage I-75 Project (Design of Weigh-in-Motion Components for Weigh Station in Hamilton County, Florida)
- Design of Automated Gateway System for Railroad/Trucking Operations at the Union Pacific Intermodal Yard in Houston, Texas

**Traffic Engineering**

**Traffic Operations**

- I-15 Managed Lanes Traffic Incident Management Plan (San Diego County, California)
- On-Call Traffic Engineering Analysis for the March Joint Powers Association (Riverside County, California)
- On-Call Traffic Engineering Analysis for Caltrans - District 11 (San Diego, California)
- San Diego-Coronado Bay Bridge Toll Removal Traffic Analysis
- Carlsbad, California Growth Management Plan Traffic Monitoring Program, 1994-2001
- Traffic Control Plans for Rancho Bernardo Pipeline No. 2, City of San Diego
- Traffic Control Plans for the Manchester Wetland Mitigation Project (Encinitas, California)
- Southern California Association of Governments Regional Highway Monitoring System
- 1983 Cordon Count of Downtown San Francisco, California
- Traffic engineering assistance to the City of Danville, California in the role of City Traffic Engineer
- City of Santa Clarita High Accident Location and Mitigation Analysis
- City of San Diego Bicycle Accident Records System
- Comprehensive Traffic Engineering Study for the City of Dublin, California (Accident Analysis, Speed Limit Study, Traffic Control Device Inventory, Computerized Database of Accidents and Traffic Control Devices)
- Comprehensive Speed Limit Study, City of Fremont, California
- Traffic Engineering Analysis of the Two-Phased Intersection Design Concept for the San Diego Association of Governments



**ERIK O. RUEHR, P.E.**  
**Director of Traffic Engineering**

**EXPERIENCE, Continued**

**Roadway Design**

- Conceptual design of the roadway system serving the Minneapolis/St. Paul International Airport
- University of Minnesota Transitway Design (Traffic Signal Design, Signage, and Pavement Marking)

**Traffic Signal Systems**

- South Bay Traffic Signal System - Signal Timing Analysis (100 signals), Los Angeles County, California
- Honolulu Traffic Signal System - Signal Timing Analysis (100 signals), Honolulu, Hawaii
- Ann Arbor, Michigan Traffic Signal System (150 signals)
- Casper, Wyoming Traffic Signal System (75 signals)
- Traffic Signal Timing Analysis and Implementation: Berkeley, California (72 signals); St. Paul, Minnesota (15 signals); Anoka County, Minnesota (14 signals); Riverside County, California (15 signals)

**Traffic Signal Design**

- On-Call Traffic Signal and Ramp Meter Design for Caltrans - District 11 (San Diego, California)
- City of Santa Clarita, California Traffic Signal Design Standards
- Design of 50 traffic signals at various locations in California, Arizona, and Minnesota

**Traffic Impact Analysis**

- San Diego Association of Governments Smart Growth Trip Generation and Parking Guidelines Study
- Transportation and Parking Analysis of the San Diego State University Foundation Master Plan
- Traffic Impact Analysis of the San Diego State University Student Activities Center and Basketball Arena (Cox Arena)
- Traffic Impact Analysis of the Mall of America (Bloomington, Minnesota)
- Traffic Impact Analysis of Rosenblatt Stadium (Omaha, Nebraska)
- Traffic Impact Study Guidelines for Monroe County, Florida
- Assistance to the City of San Diego, California in the revision of the City Traffic Impact Study Manual
- Assistance to the City of San Diego, California in revision of the City Trip Generation Manual
- Traffic Impact Analysis for approximately 100 large and small development projects in California, Nevada, Colorado, Nebraska, Minnesota, Wisconsin, Michigan, Illinois, Indiana, and New York
- Peer review of traffic impact analyses conducted for the Cities of Carlsbad, Fontana, and Perris, California

**Parking**

- City of San Diego, California Shared Parking Analysis
- Downtown Parking Studies: Carlsbad, California; Santa Barbara, California; Danville, California
- City of Concord, California Parking Meter Feasibility Analysis

**Transportation Planning**

**Corridor Studies**

- State Route 56 Corridor (San Diego, California)
- State Route 11 Corridor/Otay Mesa East Port of Entry EIR/EIS (San Diego County, California)
- I-5 South Multimodal Corridor (Chula Vista, California)
- Mid County Parkway (Riverside County, California)
- State Route 125 Tollway (San Diego County, California)
- I-215 Widening, Nuevo Road to I-15 (Riverside County, California)
- State Route 7 Major Investment Study (Imperial County, California)
- Mira Mesa Boulevard Bus Rapid Transit Corridor Roadway Improvement Analysis (San Diego, California)
- Mira Mesa/Scripps Ranch Community Direct Access Ramps/I-15 Freeway System Analysis (San Diego, California)
- State Route 91 Corridor (Riverside County, California)
- Cajalco Road/State Route 91 Toll Feasibility Analysis (Riverside County, California)
- State Route 137 Major Investment Study (Tulare County, California)
- Interstate 494 Corridor (Minneapolis/St. Paul, Minnesota)
- Interstate 25/Interstate 40 Major Investment Study (Albuquerque, New Mexico)
- South Tulare County East-West Road Study (Tulare County, California)
- Glendale - Palmdale Toll Corridor Feasibility Study (Los Angeles County, California)

**Transportation Plans**

- Circulation Elements of the General Plan: Solana Beach, California; Palm Springs, California; Imperial Beach, California; Brawley, California; Dixon, California; Sanger, California; Holtville, California; El Centro, California; Perris, California
- Riverside County Integrated Plan - Comprehensive analysis of transportation corridors, multiple species habitat conservation, and update of the circulation element of the General Plan (Riverside County, California)
- Ann Arbor Transportation Plan (Ann Arbor, Michigan)
- Hennepin County, Minnesota Light Rail Transit System (Feasibility Study, Environmental Impact Analysis, Conceptual Design of Traffic Improvements)
- Bakersfield, California Transportation System Study
- Southern California Association of Governments 2001 Regional Transportation Plan
- Madera County, California 2001 Regional Transportation Plan/Environmental Impact Report



**ERIK O. RUEHR, P.E.**  
**Director of Traffic Engineering**

**EXPERIENCE, Continued**

**System Financing**

- Fresno County Measure "C" ½ % Sales Tax Extension Expenditure Plan
- Traffic Engineering Analysis for the Laguna Public Facilities Financing Plan (Sacramento County, California)
- Madera County, California Traffic Impact Fee Program
- City of Madera, California Traffic Impact Fee Program

**Goods Movement**

- San Joaquin Valley Goods Movement Study
- Southern California Association of Governments Truck Origin-Destination Survey and Counts
- Transportation Analysis of the Impacts of NAFTA on the Southern California Region

**Travel Forecasting Models**

- Comprehensive Traffic Forecasting Models: Palm Springs, California; Chico, California; Danville, California; Durango, Colorado
- Maintenance and Updates of the Riverside County Integrated Plan (RCIP) Regional Travel Forecasting Model
- Review and Update of SANDAG Regional Traffic Model Forecasts for the City of Poway, California

**Freeway Interchange Improvements**

- I-215/SR 74 (Perris, California)
- I-15/Cajalco Road (Corona, California)
- SR 60/Valley Way (Riverside County, California)
- SR 99/White Lane (Bakersfield, California)

**Bicycle Planning**

- Chula Vista, California Bikeway Plan
- Toledo, Ohio Bikeway Plan
- San Diego County, California Bicycle Survey

**Research**

- Panel Member, National Cooperative Highway Research Program Project 3-85, Guidance for the Use of Alternative Tools in Highway Capacity Analysis
- Performance Measures and Levels of Service for the Year 2000 Highway Capacity Manual
- Development of the Weaving Analysis Procedure for the 1985 Highway Capacity Manual
- Development of the Multi-Lane Rural Roads Procedure for the 1991 Update of the Highway Capacity Manual
- Automatic Updating of Traffic Signal Timing Using Traffic Detectors (1.5 GC)

EXHIBIT E

TASK ORDER NO. \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

CITY PROJECT COORDINATOR: \_\_\_\_\_ Phone No. \_\_\_\_\_ Email \_\_\_\_\_

**This Task Order is submitted to Contractor pursuant to Section 3.2.2 of the Contract Services Agreement ("Agreement") entered into between the City and Quad Knopf, Inc., dated November 5, 2013.**

1. Project Description and Location:

2. Scope of Services Required:

3. Expected Results and Deliverables:

4. Period of Performance (Time Frame)

5. Project Schedule:

**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.**

\_\_\_\_\_  
City Manager

## **EXHIBIT F**

### **ADDITIONAL CONTRACT TERMS FOR PROJECTS FUNDED WITH STATE OR FEDERAL FUNDS**

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

The CONSULTANT or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate. Use EXHIBIT 10-I Notice to Proposers Disadvantaged Business Enterprise Information and Exhibit 10-J EXHIBIT 10-J Standard Agreement For Subcontractor/DBE Participation as applicable.

#### **2. COST PRINCIPLES**

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the CITY.

#### **3. CONTINGENT FEE**

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

#### **4. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, 49 CFR Part 18.36(i), and any other applicable law; the CONSULTANT, subcontractors, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period

## Exhibit F - Additional Contract Terms for Projects with State or Federal Funds

and for three years from the date of final payment under the Agreement. The state, the State Auditor, CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

### **5. INSPECTION OF WORK**

The CONSULTANT and any subcontractor shall permit the CITY; the State; FHWA, FEMA and any other relevant federal representative (if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

### **6. SAFETY**

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

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

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

### **8. EVALUATION OF CONSULTANT**

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

### **9. STATEMENT OF COMPLIANCE**

## Exhibit F - Additional Contract Terms for Projects with State or Federal Funds

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

### 10. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

### 11. STATE PREVAILING WAGE RATES

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

### 12. LOCAL ASSISTANCE PROCEDURES MANUAL

- A. The CONSULTANT shall comply with the State of California's Caltrans Local Assistance Procedures Manual.

### 13. CONFLICT OF INTEREST

- A. The CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Agreement, or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing CITY construction project, which will follow.

Exhibit F - Additional Contract Terms for Projects with State or Federal Funds

- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction Agreement, or on any Agreement to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction Agreement, or on any Agreement to provide construction inspection for any construction project resulting from this Agreement.

**14. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee and was obtained in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3). For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**15. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. Pursuant to 49 CFR Part 20, Appendix A and applicable law, the CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal Agreement, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal Agreement, grant, loan, or

Exhibit F - Additional Contract Terms for Projects with State or Federal Funds

cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

**16. NON-DISCRIMINATION**

In performing this Agreement, CONSULTANT shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

**17. FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION REQUIREMENTS**

In performing this Agreement, CONSULTANT, where applicable, warrants that he or she is familiar with and shall also comply with the following applicable laws and regulations:

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Compliance with the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

For breach or violation of any of CONSULTANT's warranty or these compliance requirements, CITY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**Exhibit B: First Amendment to Contract Services Agreement (Agreement No. 2014-02)**  
(Approximately 13 pages)

**AGREEMENT NO. 2014-02**

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF ARVIN, A MUNICIPAL CORPORATION  
AND QUAD KNOFF, INC., FOR CITY ENGINEER SERVICES**

THIS FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARVIN, A MUNICIPAL CORPORATION AND QUAD KNOFF, INC., FOR CITY ENGINEER SERVICES ("Amendment") is effective as of the 05<sup>th</sup> day of February, 2014.

**RECITALS**

A. The City of Arvin ("City") and Quad Knopf, Inc., ("Consultant or Contractor") entered into that certain Agreement dated on or about November 05, 2013 ("Agreement") whereby Consultant agreed to provide City Engineering Services to the City and engineering services for the Campus Drive Rehabilitation Project.

B. Section 3.3 of the Agreement states, "For any projects assigned to Contractor that are funded with state and/or federal funds, Contractor Agrees to comply with those additional Contract terms set forth in Exhibit "F" as well as any other terms upon which the award of the funds are conditioned."

C. Among other provisions, paragraph 12 of the current Exhibit "F" states, "The CONSULTANT shall comply with the State of California's Caltrans Local Assistance Procedures Manual."

D. Caltrans has informed the Consultant that in order for Caltrans to pay Consultant for engineering services on the Campus Drive Rehabilitation Project, it requires additional information from the City and Consultant regarding the process for selecting Consultant and assurances that the Agreement between the City and Consultant related to this project contains all of the mandatory terms set forth in the Local Assistance Procedures Manual.

E. This Amendment is necessary to satisfy Caltrans request and to include additional terms into Exhibit "F" that Caltrans has deemed mandatory.

**TERMS**

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

1. **Agreement Changes.**

1.1 Section 3.3 of the Agreement is amended to read as follows:

For any project assigned to Contractor that are funded with state and/or federal funds, ~~Contractor~~ [the Parties] agrees to comply with those additional Contract terms set forth in Exhibit "F" as well as any other terms upon which the award of

the funds are conditioned. [In the event of a conflict between the provisions of Exhibit "F" any other provisions of this Agreement, the provisions of Exhibit "F" shall govern.]

1.2 The revised Exhibit "F" dated February 4, 2014 and attached to this Amendment shall replace the current Exhibit "F"

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

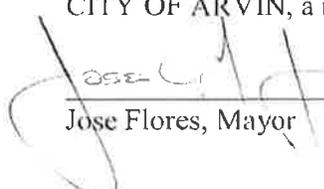
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

\* \* \*

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

**CITY:**

CITY OF ARVIN, a municipal corporation

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

**ATTEST:**

  
\_\_\_\_\_  
Cecilia Vela, Acting City Manager / City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

  
\_\_\_\_\_  
John W. Fox, City Attorney

**CONTRACTOR:**

QUAD KNOFF, INC.

By:   
\_\_\_\_\_  
Name: Michael Knopf PE 30579  
Title: President

By:   
\_\_\_\_\_  
Name: Janet Freeman  
Title: CFO  
Address: 5110 W. Cypress Avenue 901 E. Main  
Visalia, California 93277 93292

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE  
ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF  
INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S  
BUSINESS ENTITY.

**EXHIBIT F**  
**(Revised 2/4/2014)**

**ADDITIONAL CONTRACT TERMS FOR PROJECTS  
FUNDED WITH STATE OR FEDERAL FUNDS**

**1. CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Officer.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by CITY's Contract Officer.

**2. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting CITY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

**3. COST PRINCIPLES**

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the CITY.

**4. CONTINGENT FEE**

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

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(Revised 2/4/2014)

Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**5. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, 49 CFR Part 18.36(i), and any other applicable law; the CONSULTANT, subcontractors, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, the State Auditor, CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

**6. DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Officer and Finance Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY's City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

**7. AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Finance Director.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government

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officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Officer to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

**8. SUBCONTRACTING**

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY's Contract Officer, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by CITY's Contract Officer prior to the start of work by the subconsultant.

**9. EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by CITY's Contract Officer shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by CITY's Contract Officer; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following:  
"CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

**10. INSPECTION OF WORK**

The CONSULTANT and any subcontractor shall permit the CITY; the State; FIIWA, FEMA and any other relevant federal representative (if federal participating funds are used in this contract) to review and

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inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

**11. SAFETY**

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

**12. OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in CITY; and no further agreement will be necessary to transfer ownership to City. CONSULTANT shall furnish CITY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by CITY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

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- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**13. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**14. CONFIDENTIALITY OF DATA**

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

**15. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of

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the CONSULTANT's failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

**16. EVALUATION OF CONSULTANT**

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

**17. STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

**18. DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

**19. STATE PREVAILING WAGE RATES**

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**20. LOCAL ASSISTANCE PROCEDURES MANUAL**

The CONSULTANT shall comply with the State of California's Caltrans Local Assistance Procedures Manual.

**21. CONFLICT OF INTEREST**

- A. The CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Agreement, or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing CITY construction project, which will follow.
- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction Agreement, or on any Agreement to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction Agreement, or on any Agreement to provide construction inspection for any construction project resulting from this Agreement.

**22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee and was obtained in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of

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Labor Regulations (29 CFR Part 3). For breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**23. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. Pursuant to 49 CFR Part 20, Appendix A and applicable law, the CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal Agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal Agreement, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

**24. NON-DISCRIMINATION**

In performing this Agreement, CONSULTANT shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

**25. FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION REQUIREMENTS**

In performing this Agreement, CONSULTANT, where applicable, warrants that he or she is familiar with and shall also comply with the following applicable laws and regulations:

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Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity." as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Compliance with the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

For breach or violation of any of CONSULTANT's warranty or these compliance requirements, CITY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## ACKNOWLEDGMENT

State of California  
County of Tulare

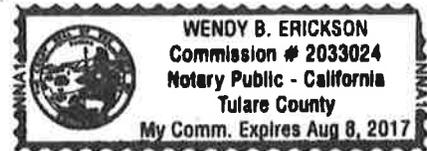
On March 18, 2014 before me, Wendy B. Erickson, Notary Public  
(insert name and title of the officer)

personally appeared Janel Freeman, and Michael D. Knopf  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ <sup>are</sup>  
subscribed to the within instrument and acknowledged to me that ~~he~~ <sup>she</sup> / they executed the same in  
~~his~~ <sup>her</sup> / their authorized capacity(ies), and that by ~~his~~ <sup>her</sup> / their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Wendy B Erickson (Seal)



This form is attached to Agreement No. 2014-02, First Amendment To  
Contract Services Agreement for City Engineer Services for the  
City of Arvin.

TASK ORDER NO. 1625

DATE OF REQUEST: November 1, 2016

CITY PROJECT COORDINATOR: QK Inc Engineering

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

1. Project Description and Location:  
Development of a Pavement Management Program as outlined in Attachment A. Project will involve surveying streets throughout the City of Arvin
2. Scope of Service Required:  
Visual observations of existing streets, data entry into computer software, and generation of technical report as outlined in Attachment A.
3. Expected Results and Deliverables:  
Development of a detailed and complete Pavement Management Program as outlined in Attachment A.
4. Period of Performance (Time Frame):  
Period of performance will be eight weeks from the approval of this task order for task 1, and ongoing annually for work listed under task 2.
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 \$50,000 (Each invoice will include a 10% discount for QK Inc Labor) in accordance with the rate schedule under the approved contract. This budget may be reviewed periodically by the City, and adjusted as needed to accommodate the needs of the City.****

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

City Manager

Date

## **Exhibit A**

### **Scope of Services – *Pavement Management Program***

#### **Project Understanding**

The City of Arvin has approximately 46 miles of roadway within the city limits that were constructed at various times, and are currently in various conditions ranging from recently installed with very little signs of wear and tear to roads that have far exceeded their expected service life and are in a state where their complete reconstruction is necessary. The City of Arvin wishes to quantify the levels of distress to existing roads, to determine the appropriate actions that should be taken to mitigate and improve the quality of the roads, to estimate the costs to do so, and to prioritize the work on an annualized basis. The typical way in which this is accomplished is through the development of a detailed Pavement Management Program (PMP). A PMP is a formal report that traditionally outlines the objectives listed above over the ensuing five years, and should be updated every five years thereafter.

It is also important that any PMP have an annual data collection and update element to it to document the work that was done each year since the development of the PMP. This data and information is vital to the development of a complete update to the PMPO five years later.

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

We propose the following phases and tasks to develop a Pavement Management Program for the City of Arvin.

##### **Task 1 PAVEMENT MANAGEMENT PLAN FOR FLEXIBLE PAVEMENT**

Preparation of the PMP will include:

- 1.1 Conduct field investigations and mapping of distresses, overall pavement condition and several other specific attributes, for approximately 46 lineal miles of paved streets.
- 1.2 If available, review records of recent roadway maintenance or reconstruction projects as available from the City Public Works Department.
- 1.3 Review traffic index conditions, if available.
- 1.4 Determine the Pavement Condition Index (PCI) and Overall Condition Index (OCI) using appropriate computer software along with the data collected from task 1.1.
- 1.5 Determine the appropriate maintenance and or reconstruction procedures for each individual roadway segment. Typical recommendations include no recommended

maintenance within the ensuing five years, crack seal, slurry seal, chip seal, and full depth reconstruction.

- 1.6 Develop cost estimates and recommended years to apply each recommended maintenance method using current construction costs.

The scope of services described in Task 1 above will be provided for a Fixed Fee of \$35,000.

## **Task 2 ANNUAL DATA COLLECTION AND UPDATE OF PMP COMPUTER MODEL**

Annual update servicing of the PMP will include:

- 2.1 Provide annual program service to maintain and update the software system based on work completed in the ensuing five-year period as outlined in the report.
- 2.2 Provide ongoing field investigations, analysis, and reporting on an as-needed basis.

The data collected under this task will be used as the basis for the development of the PMP update after the five-year recommended term of the proposed PMP.

The scope of services described in Task 2 above will be provided for an annual Fixed Fee of \$3,000 per year for a term of 5 years for a total fixed fee of \$15,000.

### **Proposed Schedule**

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

- Phase 1: 8 weeks
- Phase 2: Ongoing as needed over ensuing five-year period

### **Fee Proposal**

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

<b>City of Arvin Pavement Management Program</b>		
<b>TASK</b>	<b>FEE TYPE</b>	<b>FEE</b>
<b>Task 1 – PMP Development</b>	<b>Fixed fee</b>	<b>\$35,000</b>
<b>Task 2 – Annual Update of PMP Data</b>	<b>Fixed fee</b>	<b>\$15,000</b>
<b>TOTAL FEES</b>		<b>\$50,000</b>



**2016-2017 PROJECT SHEET**

Proj #: **TO 1625**

Project: **Pavement Management Program**

Project Lead: **Robin Dickerson**

Dept: **Engineering**

Project Type:  New Project/Expansion  Replacement  Changed  Maintenance

**BREAKDOWN OF PROJECT COST AND FUNDING SOURCES**

Cost Summary	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Future Yrs	TOTAL
Engineering Task Order 1625	\$38,000	3000	3000	3000	3000		\$50,000
							\$0
							\$0
							\$0
<b>TOTAL COST</b>	<b>\$38,000</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$50,000</b>

Funding Source(s)	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Future Yrs	TOTAL
General Funds	\$38,000	3000	3000	3000	3000		\$50,000
							\$0
<b>TOTAL FUNDING SOURCES</b>	<b>\$38,000</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$50,000</b>

**1. Briefly Describe and provide justification for this Capital Project Request.**  
 Development of Pavement Management Program to plan for and prioritize maintenance of existing roads.

**2. Describe the project status and completed work.**  
 No work performed to date.

**3. Describe any anticipated grants related to the project.**  
 n/a

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

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Future Yrs	TOTAL
Projected Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Map and/or pictures of Project/Project Area



Google earth

TASK ORDER NO. 1626

DATE OF REQUEST: November 1, 2016

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 and Quad Knopf, Inc. dated November 5<sup>th</sup>, 2013.**

1. Project Description and Location:  
General Administrative and Development Review Functions as described in Items I.A. and I.B. of Exhibit A of the Scope of Services in the above mentioned contract.
2. Scope of Service Required:  
Assist the City Manager and or their designee by providing general administrative and development review services described in items I.A. and I.B. of the above mentioned contract on an as needed basis at the specific direction and request of the City Manager.
3. Expected Results and Deliverables:  
Results and deliverables will be provided as described in the above mentioned contract, or as determined by the City Manager and agreed upon by the City Engineer.
4. Period of Performance (Time Frame):  
The period of performance will be as determined in the above mentioned contract, or by the City Manager and agreed upon by the City Engineer, if not specified under the contract.
5. Project Schedule:  
Project schedules will comply with the above mentioned contract, or as determined by the City Manager and agreed upon by the City Engineer, if not specified under the contract.

**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 of \$15,000 (Each invoice will include a 10% labor discount for Quad Knopf 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: \_\_\_\_\_  
Alfonso Noyola, City Manager

\_\_\_\_\_  
Date



**2016-2017 PROJECT SHEET**

Proj. #: **A160012**

Project: **General Engineering**

Project Lead: **Robin Dickerson**

Dept.: **Engineering**

Project Type:  New Project/Expansion  Changed  
 Replacement  Maintenance

**BREAKDOWN OF PROJECT COST AND FUNDING SOURCES**

Cost Summary	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Engineering Task Order 1606			\$15,000				\$15,000
Engineering Task Order 1609			\$15,000				\$15,000
Engineering Task Order 1617			\$15,000				\$15,000
Engineering Task Order 1626			\$15,000				\$15,000
							\$0
<b>TOTAL COST</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
General Funds			\$60,000				\$60,000
							\$0
<b>TOTAL FUNDING SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>

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

This is not a capital improvement project.

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

General engineering work is performed on an on-call basis.

**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

TASK ORDER NO. 1627

DATE OF REQUEST: November 1, 2016

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 and Quad Knopf, Inc. dated November 5<sup>th</sup>, 2013.**

1. Project Description and Location:  
General Administrative and Development Review Functions as described in Items I.A. and I.B. of Exhibit A of the Scope of Services in the above mentioned contract specific to plan checking services for engineering designs of development projects.
2. Scope of Service Required:  
Assist the City Manager and or their designee by providing general administrative and development review services described in items I.A. and I.B. of the above mentioned contract on an as needed basis at the specific direction and request of the City Manager.
3. Expected Results and Deliverables:  
Results and deliverables will be provided as described in the above mentioned contract, or as determined by the City Manager and agreed upon by the City Engineer.
4. Period of Performance (Time Frame):  
The period of performance will be as determined in the above mentioned contract, or by the City Manager and agreed upon by the City Engineer, if not specified under the contract.
5. Project Schedule:  
Project schedules will comply with the above mentioned contract, or as determined by the City Manager and agreed upon by the City Engineer, if not specified under the contract.

**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 of \$15,000 (Each invoice will include a 10% labor discount for Quad Knopf 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: \_\_\_\_\_  
Alfonso Noyola, City Manager

\_\_\_\_\_  
Date



## 2015-2016 PROJECT SHEET

Proj. #: A160025

Project: General Engineering - Plan Check

Project Lead: Robin Dickerson Dept.: Engineering

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

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

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 1601			\$15,000				\$15,000
Engineering Task Order 1610			\$15,000				\$15,000
Engineering Task Order 1616			\$15,000				\$15,000
Engineering Task Order 1627			\$15,000				
<b>TOTAL COST</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$45,000</b>

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
General Funds			\$60,000				\$60,000
							\$0
<b>TOTAL FUNDING SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>

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

This is not a capital improvement project.

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

Plan check services performed on an on-call basis.

**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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN  
AUTHORIZING AN EVENT TO HONOR ARVIN VETERANS WHO HAVE  
SERVED IN THE UNITED STATES ARMED FORCES**

**WHEREAS**, the City Council of the City of Arvin wishes to honor those individuals who served in the United States Armed Forces, including but not limited to the United States Army, Navy, Air Force, Marines, Coast Guard and National Guard; and

**WHEREAS**, more than 1.8 million veterans reside in the State of California; and

**WHEREAS**, it is important to continue honoring veterans because it is a way of acknowledging the sacrifices they have made while serving our country. Without the service of veterans, Americans may not have the freedoms they do today; and

**WHEREAS**, the City of Arvin is proud of the brave men and women of its community who have served in the United States Armed Forces and have defended our cherished freedoms; and

**WHEREAS**, behind each of those Veterans, there is also a family who made sacrifices while their loved one served our country and community; and

**WHEREAS**, the City of Arvin wishes to honor veterans of the United States Armed Forces with an event to show gratitude to these brave men and women who sacrificed to make this world a safer place and to protect our freedoms; and

**WHEREAS**, the City of Arvin also has a unique relationship with the United States Armed Forces given its proximity to the Bakersfield National Cemetery and the Purple Heart trail, and honoring the veterans will also serve to underscore these assets to the community; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Arvin and its residents to provide an event honoring veterans of the United States Armed Forces; and

**WHEREAS**, after review and consideration, the City Council determines that the public interest is served by providing an event honoring veterans of the United States Armed Forces.

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

Section 1. The foregoing recitals are true and correct and are incorporated by reference.

Section 2. The City Council finds that the event honoring veterans of the United States Armed Forces and their immediate families, and promoting the City's unique relationship with the United States Armed Forces, serves a public purpose and is in the best interest and welfare of the City of Arvin and its residents.

Section 3. The City Council of the City of Arvin authorizes the City Manager to make all necessary arrangements and pay for all necessary services for an event honoring veterans of the United States Armed Forces and their immediate families not to exceed 200 people.

Section 4. City staff is directed to take all reasonable actions necessary to implement this resolution.

Section 5. This resolution shall be effective upon adoption.

**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 01<sup>st</sup> day of November, 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  
Agenda Report**

**Meeting Date: November 1, 2016**

**TO: Arvin City Council**

**FROM: Marti Brown, Community Development Director  
Alfonso Noyola, City Manager**

**SUBJECT: A Resolution Of The City Council Of The City Of Arvin Approving A Second Amendment To The Community Development Block Grant Agreement Between The City Of Arvin And Kern County To Allow The Arvin Community Center To Be Used For Programs And Services For Groups And Individuals Of All Ages**

**BACKGROUND:**

Earlier this year, resolutions were passed by both the City of Arvin and Kern County to permit a broader use of the Arvin Community Center, formerly known as the Arvin Senior Citizen Center, to provide programs and services to groups and populations of all ages in the City of Arvin including but not limited to senior citizens as previously required.

Now that both the City and County have passed resolutions authorizing both the change in the facilities use, as well as the change in its name, the City of Arvin and Kern County must amend their original Community Development Block Grant (CDBG) agreement to include these changes. Approval of the second amendment by the City and County will allow for the Arvin Community Center to be used for groups and individuals of all ages. The proposed amendment also includes updated federal requirements related to grants that were not in effect when the Agreement was originally signed in 1978.

**FINANCIAL IMPACT:**

There is no fiscal impact to amending the CDBG agreement between the City and County.

**RECOMMENDATION:**

Staff recommends the City Council approve the attached resolution approving the Second Amendment to the CDBG Agreement, and authorizing either the Mayor or City Manager to execute the same.

**ATTACHMENTS**

Resolution Approving A Second Amendment To The Community Development Block Grant Agreement Between The City Of Arvin And Kern County To Allow The Arvin Community Center To Be Used For Programs And Services For Groups And Individuals Of All Ages.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING A SECOND AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF ARVIN AND KERN COUNTY TO ALLOW THE ARVIN COMMUNITY CENTER TO BE USED FOR PROGRAMS AND SERVICES FOR GROUPS AND INDIVIDUALS OF ALL AGES**

**WHEREAS**, the Arvin Community Center was developed using Federal Community Development Block Grant (CDBG) funds; and

**WHEREAS**, the use of CDBG funds is limited to specific uses as defined in an Agreement prepared by and with Kern County (Agreement); and

**WHEREAS**, historically, the Arvin Community Center was limited for use as a Senior Citizen Center only; and

**WHEREAS**, both the City Council of the City of Arvin and the Kern County Board of Supervisors have passed resolutions approving and amending the use of the Arvin Community Center as a facility that provides programs and services to groups and individuals of all ages, including but not limited to senior citizens; and

**WHEREAS**, this change of use for facilities developed with CDBG funds requires an amendment to the current Agreement; and

**WHEREAS**, the City Council of the City of Arvin desires to amend the current Agreement to allow for expanded use of the Arvin Community Center for groups and individuals of all ages.

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

1. The City Council of the City of Arvin approves the Amendment No. 2 to Agreement No. 78-36, Community Development Project/Activity, Arvin Senior Citizen Center (CD #12.78.36), attached hereto as Exhibit "A," and authorizes and directs either the Mayor or City Manager to execute the same.

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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 01<sup>st</sup> day of November, 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: Amendment No. 2 to Agreement No. 78-36, Community Development Project/Activity, Arvin Senior Citizen Center (CD #12.78.36)

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.

Lorelei H. Oviatt, AICP, Director  
2700 "M" Street, Suite 250  
Bakersfield, CA 93301-2323  
Phone: (661) 862-5050  
Fax: (661) 862-5052 TTY Relay 1-800-735-2929  
Email: kerncd@co.kern.ca.us  
Web Address: <http://pcd.kerndsa.com/>



**PLANNING AND NATURAL  
RESOURCES DEPARTMENT**

Planning  
Community Development  
Administrative Operations

October 20, 2016

Alfonso Noyola  
City of Arvin  
200 Campus Dr.  
Arvin, CA 93203

**HAND DELIVERED**

RE: Agreement with City of Arvin – Arvin Senior Citizen Center C.D. 12.78.36

Dear Mr. Noyola:

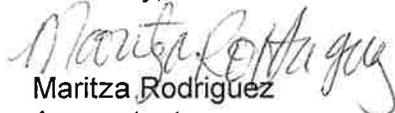
Enclosed are five (5) copies of the proposed Agreement Amendment No. 2 for the referenced Community Development Block Grant funded activities. The agreement amendment is being forwarded to the City of Arvin for review and execution.

Please sign each of the five copies with "wet" signatures and return all five copies to our office, along with a certified copy of the resolution or minute order by the City Council approving the signatory to execute the agreement amendment. **Do not date the agreement amendment.** They will be dated at the time the County Board of Supervisors signs them. At that time, a fully executed copy will be returned to the City.

Of additional note is the need for the City of Arvin to forward the insurance certificates required by the agreement (see Section 15) at the earliest opportunity. We look forward to your response.

If you have any questions or need additional information, please contact me.

Sincerely,

  
Maritza Rodriguez  
Accountant

Enclosures

xc: James Golden, Planning and Natural Resources Department

**AMENDMENT NO. 2 TO AGREEMENT NO. 78-36  
COMMUNITY DEVELOPMENT PROJECT/ACTIVITY  
ARVIN SENIOR CITIZEN CENTER  
CD#12.78.36  
(County – City of Arvin)**

**THIS AGREEMENT** ("Amendment No. 2") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY"), and CITY OF ARVIN within the County of Kern ("CITY"),

**W I T N E S S E T H**

**WHEREAS:**

(a) On December 19, 1978, the COUNTY and CITY entered into an Agreement (Agreement #78-36) which provided Community Development Block Grant (hereinafter "Grant") funds to CITY for construction of a multipurpose Senior Citizens Center;

(b) The CITY is requesting the expansion of the use of this multipurpose facility to include "community center" such as youth center and/or other activities as an additional use to benefit all residents of the City of Arvin in addition to its continuing use as a senior center;

(c) COUNTY, in order to assist CITY, wishes to amend Agreement #78-36 to allow a proposed change in use for the approved use of Multipurpose Senior Citizens Center to include "community center" related activities;

**NOW, THEREFORE, IT IS MUTUALLY AGREED** between COUNTY and CITY that Agreement No. 78-36 is hereby amended as follows:

1. COUNTY and CITY agree that the new use for the Senior Citizens Center would include a Community Center which will allow for other activities that would benefit the community.

2. Section 1, Definitions, paragraph c, d, and e are hereby added as follows:

c. "Program Income" shall have, with respect to the Project/Project/Activity undertaken pursuant to this Agreement, the same meaning as the definition found in the HUD Community Development Block Grant regulations at 24 CFR part 570.500(a)(1), as amended, at 24 CFR part 570.504, and as defined in HUD Training Bulletin CPD-90-1, dated April 1990, entitled "Program Income".

d. "Change in Use Restriction Period" means that period which starts upon filing of the Notice of Completion, in the case of construction work, or upon the close of escrow if Grant funding is solely for the acquisition of property, and ends five (5)

years after HUD ceases to consider the CITY to be part of the COUNTY's entitlement jurisdiction.

CITY may cease to be part of COUNTY's entitlement jurisdiction by:

Expiration of, or CITY's failure to renew, the CITY/COUNTY Cooperative Agreement dated July 5, 2011; or

HUD's order to cancel the CITY/COUNTY Cooperative Agreement dated July 5, 2011; or

COUNTY ceasing to be a Grant entitlement jurisdiction; or

The federal government's termination of the Grant program.

- e. "Expiration of Agreement" means the date of expiration of the Change in Use Restriction Period or the date of resolution of all monitoring findings as determined solely by COUNTY, whichever occurs last.

3. Section 15, Obligations to City to County and Third Parties, paragraph b and c are hereby added as follows:

- b. CITY shall be responsible, during the Change in Use Restriction Period, for the continued use (for the purpose described herein) of the Arvin Senior Citizen Center funded pursuant to this Agreement and shall comply with federal property management regulations and standards in accordance with 24 CFR part 570.505 "Use of Real Property" (applicable to expenditure of Grant funds in excess of TWENTY FIVE THOUSAND DOLLARS [\$25,000.00]); 24 CFR part 570.501, "Responsibility for Grant Administration"; and with 24 CFR part 570.503(b)(7), "Reversion of Assets".
- c. In the event that CITY cannot or fails to utilize the subject improvements for the purpose described herein throughout the Change in Use Restriction Period, CITY shall immediately notify COUNTY regarding CITY's proposed new use of the subject improvements. COUNTY shall review the Grant eligibility and national objective compliance of the proposed new use of the subject improvements prior to CITY and COUNTY performing any of the following steps listed in this section. COUNTY will communicate in writing to CITY its determination in this matter. After COUNTY has made its determination, and if directed by COUNTY, CITY shall conduct a public hearing to provide affected citizens an opportunity to comment on CITY's proposed new use of the subject improvements. After these steps have been completed, COUNTY, at its option, may require that CITY comply with one of the following:

(1) Reimburse COUNTY in an amount equal to the Grant funds expended for this Project/Activity or its "proportionate share" of the current "Fair Market Value" (as defined by the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Article 4, Section 1263. 320) of all real property and/or improvements for which Grant assistance was provided pursuant to this Agreement, whichever is more. "Proportionate share" is that amount equivalent to COUNTY's percentage contribution toward the total acquisition, design,

construction or other cost(s) of the Project/Activity, as described in **Schedule "A" Amendment No. 2**, of this Agreement, or

(2) Offer the improvements for which Grant funds were expended pursuant to this Agreement for sale at "Fair Market Value" and, subsequent to sale, reimburse COUNTY for its "proportionate share" of the sales price.

PARTIES shall first use good faith efforts in an attempt to agree on the "Fair Market Value". If, however, PARTIES are unable to agree, they shall, within thirty (30) days from and after written request given by either party to the other, select an arbitrator mutually acceptable to both PARTIES. The arbitrator shall render an advisory decision as to the "Fair Market Value" of the real property and/or improvements referenced in this Agreement. The arbitrator's decision in this matter shall be nonbinding and advisory only; provided, however, that PARTIES shall, in good faith, give serious consideration to the arbitrator's decision.

If PARTIES are unable to agree with a single arbitrator within the above-referenced thirty (30) days, then each shall, within twenty (20) additional working days, appoint one (1) arbitrator and the two (2) arbitrators shall select a third arbitrator within ten (10) additional working days after both are selected. Any decision as to the "Fair Market Value" determined and jointly agreed upon by any two (2) of the three (3) arbitrators shall be nonbinding and advisory only; provided, however, that PARTIES shall each give good faith and serious consideration to the arbitrators' decision.

All arbitrators shall be real estate appraisers who have at least ten (10) years experience in appraising real estate in the State of California and must be either a member of the American Institute of Real Estate Appraisers, holding an M.A.I. (Member of Appraisal Institute) designation, or a member of the Society of Real Estate Appraisers, holding an S.R.P.A. (Senior Real Property Appraiser), or an S.R.E.A. (Society of Real Estate Analysts) designation. PARTIES shall each pay half of the fees and necessary expenses for the arbitrators.

In no event shall the amount reimbursed to COUNTY be less than COUNTY's total contribution toward the Project/Activity. The Change in Use Restriction, as stated herein, shall be in effect for that period defined in Paragraph 1.f. of this Agreement.

4. Section 7, Records and Administration, is hereby deleted and replaced with the following:

a. In the event CITY expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal financial assistance in any single fiscal year, from all sources combined, it shall arrange at its own expense for performance of a "Single Audit" of its entire operation by an independent auditor. Such audit shall comply with the requirements and standards of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", including appendices; Pub. L. 98-502, "Single Audit Act of 1984", as amended; 24 CFR part 85.26, "Non-Federal Audit"; and OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments"; all of which are incorporated herein by this reference as if set forth in full.

The results of the audit must be submitted to COUNTY within thirty (30) days of completion. Acceptance of CITY's audit reports by COUNTY does not prohibit COUNTY from performing any additional audit work required to follow up on findings, as deemed necessary by COUNTY, or as necessary for COUNTY to comply with any administrative or audit requirements imposed by the federal or state government.

b. As a condition of receiving federal financial assistance under this Agreement, CITY agrees to comply with 24 CFR part 91.105(h), "Access to Records". It is further agreed by CITY that any agreement between CITY and its independent auditor shall provide for access during normal business hours to the independent auditor's work papers by federal, state and COUNTY auditors, or their authorized agents, as may be deemed necessary to carry out their audit responsibilities. The audit agreement must also require CITY's independent auditor to retain for review purposes said audit work papers for a minimum of five (5) years from date of audit completion or until all related audit issues are resolved, whichever should occur later.

c. CITY agrees to maintain a financial management system which complies with 24 CFR part 85.20, "Standards for Financial Management Systems", except paragraph (a). Particular reports and records that may be applicable to this Project/Activity and require compliance by CITY are described in and attached hereto as **Exhibit "D" to Amendment 2**, and are incorporated herein by this reference as if set forth in full.

d. CITY agrees to comply with the methods and procedures for payment as outlined in 24 CFR part 85.21, "Payment", except as modified by 24 CFR part 570.513, "Lump Sum Drawdown for Financing of Property Rehabilitation Activities".

e. CITY agrees to comply with the standards and requirements of 24 CFR part 85.33, "Supplies", and 24 CFR part 85.32, "Equipment", with the exception that in all cases in which the equipment is sold, the proceeds shall be considered to be Program Income and be immediately refundable to COUNTY.

f. CITY agrees to comply with the requirements and standards of 24 CFR part 85.36, "Procurement", except paragraph (a), and 24 CFR part 85.22, "Allowable Costs".

g. CITY agrees to comply with the standards and requirements of 24 CFR part 85.35, "Subawards to Debarred and Suspended Parties", and 24 CFR part 85.40, "Monitoring and Reporting Program Performance", except paragraphs (b) through (d) and paragraph (f) thereof. CITY further agrees that COUNTY has the right to monitor and supervise the administration and/or implementation of the Project/Project/Activity to be completed pursuant to this Agreement to help ensure compliance with the requirements of the Act as now or hereinafter amended, the federal regulations as now or hereafter promulgated pursuant to the Act, or guidelines developed by the federal government for administering and/or implementing the Project/Project/Activity, or any other statute, rule, regulation or guideline applicable to the administration and/or implementation of the Grant program.

h. CITY agrees to comply with the standards and requirements of 24 CFR part 85.43, "Enforcement", and 24 CFR part 85.44, "Termination for Convenience". CITY also agrees that COUNTY can, by unilateral action, terminate this Agreement, with cause, by giving ten (10) days prior written notice to CITY. In the event COUNTY determines that an

intentionally false or fraudulent certified claim has or is being filed, COUNTY, in its sole discretion, may immediately terminate this Agreement and/or CITY shall reimburse COUNTY for any and all funds found to be improperly paid, as well as those reasonable costs associated with the investigation and recovery of the contested claims and/or amounts.

i. CITY shall be accountable to COUNTY for any and all Grant funds expended by CITY or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative thereof was acting within the scope of his employment. CITY shall repay COUNTY the full amount of any improperly expended Grant funds upon demand and shall comply with the requirements of 24 CFR part 85.51, "Later Disallowances and Adjustments". COUNTY may retain any funds of CITY in COUNTY's possession as an offset against the debt resulting from such improper expenditure.

j. CITY agrees to comply with the standards and requirements of 24 CFR part 85.52, "Collection of Amounts Due".

k. CITY shall return to COUNTY, within thirty (30) days at the end of the program year in June, all Program Income which is directly generated by Grant funded activities during the Change in Use Restriction Period.

l. At COUNTY's sole option, COUNTY may either terminate this Agreement upon three (3) days written notice to CITY or withhold funds from the Project/Project/Activity if CITY is not complying with provisions of the Act, federal regulations thereunder, terms of the Grant from the federal government to COUNTY, the regulations of COUNTY to facilitate the administration of the Grant, the terms of this Agreement, or any other statute or regulation applicable to the Program or administration thereof as determined solely by COUNTY. Should COUNTY become subject to any claims, causes of action, costs or sanctions due to any failure by CITY or CITY's agent to comply with all applicable federal, state, and local laws and regulations, CITY hereby agrees to be solely liable for any such expenses, costs, damages and sanctions and shall fully reimburse, hold harmless, and indemnify COUNTY for any payments made or funding lost by COUNTY and COUNTY's expenses related thereto, including COUNTY's costs.

5. Section 25, Use Restriction Monitoring, is hereby added as follows:

Beginning approximately one year after the date of the filing of the Notice of Completion and resolution of all monitoring findings, CITY shall provide COUNTY a Monitoring Letter regarding the physical condition and usage of the improvements constructed with Grant funds pursuant to this Agreement for the purpose of determining compliance with the change in use restriction during the period defined in Paragraph Section 1.d. herein. The purpose of the Monitoring Letter is to ensure that the Grant funded improvements continue to be properly maintained and utilized for their original eligible use or for another Grant use approved by COUNTY in accordance with applicable regulations found at 24 CFR part 570.201.

The Monitoring Letter shall consist of a written description of the physical condition of the improvements; any maintenance performed on the improvements during the past twelve (12) months; and any proposed changes in the future use of the improvements. Said Monitoring Letter shall be signed by the City Manager/Administrator or his/her designee.

CITY shall submit the Monitoring Letter to COUNTY by no later than June 30 of each year. COUNTY may elect to conduct a visual inspection of the improvements and shall notify CITY at least two (2) weeks in advance of each monitoring visit.

A determination regarding continued compliance and/or any related findings, conditions or sanctions shall be made and communicated in writing to CITY by COUNTY following review of the annual monitoring letter or each monitoring visit.

IN WITNESS THEREOF, the parties have caused this Amendment No. 2 to be executed by their respective officers and agents hereunto duly authorized as of the day and year first above written.

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APPROVED AS TO CONTENT:  
Planning and Natural Resources Department

COUNTY OF KERN

BY \_\_\_\_\_  
Lorelei H. Oviatt, AICP, Director

BY \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Printed Name

“COUNTY”

APPROVED AS TO FORM:  
Office of County Counsel

CITY OF ARVIN

BY \_\_\_\_\_  
Brian Van Wyk, Deputy

BY \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Insert Title

“CITY”

Schedule "A"

Amendment No. 2

*Included herein in bold italics and headed by "Change in Use" are amendments to this Project Description (Amendment No. 2) to effect a change in use for the Multipurpose Senior Citizens Center to include "community center" activities such as youth center and/or other activities that would benefit the community. On April 14, 2016, the City of Arvin requested to expand the facility's use to include community uses in addition to that as a senior center.*

Description of Project

Purpose:

The purpose of this project is to construct a Multipurpose Senior Citizens Center in the City of Arvin. This building and related facilities are an integral part of the approved master plan for Smothermon Park. At present, there is no such facility in the City of Arvin and with the number of senior citizens living in Arvin, it is sorely needed. The City of Arvin will assume responsibility for operation of the completed facility.

***Change in Use: This Amendment No. 2, is to expand the use of this multipurpose facility to include "community center" as an additional use to benefit all residents of the City of Arvin in addition to its continuing use as a senior center. Existing use of the center for seniors is for approximately 3 hours a day, Monday through Friday, and the center remains relatively unused the remainder of the week. For those times the center is not serving seniors, "community center" activities such as youth center and/or other activities that would benefit the community will be served by the facility.***

Description:

A 4,200 sq. ft. building, including kitchen equipment, landscaping, sprinkling system, paved parking, curbs, gutters and sidewalks and street access.

Basic Building	\$259,820
Landscape sprinkler system	8,900
Landscaping	8,760
West parking lot, approaches and driveways	<u>25,675</u>
On site concrete work, patio and mow strips	8,380
Construction Subtotal	\$311,535
Architect Fee @ 4%	12,500
Engineering, Staking, Testing, etc. @ 2%	<u>4,965</u>
	\$329,000

All design work will be reviewed and approved by the Kern County Planning and Community Development Program Department before project is advertised for bid. A community meeting to review design may be required.

***Change in Use: No County of Kern Community Development Block Grant funds will be added to this project.***

Impact:

***Change in Use: The expanded use of the facility will benefit 18,235 residents of the City of Arvin, 69.59% of whom are low/moderate income (HUD 2014 LMISD).***

Time Schedule:

- |                      |                   |
|----------------------|-------------------|
| 1. Release of Funds  | July 1, 1978      |
| 2. Begin Engineering | December 20, 1978 |
| 3. Advertisement     | December 27, 1978 |

***Change in Use: There is no change to the time schedule.***

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS FOR STATE, LOCAL AND  
FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS

(CDBG Fund Regulations at 24 CFR 85.20)  
(April 2004)

(b) The financial management systems of other grantees and subgrantees must meet the following standards:

(1) *Financial reporting.* Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant or subgrant.

(2) *Accounting records.* Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

(3) *Internal control.* Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets. Grantees and subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

(4) *Budget control.* Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

(5) *Allowable cost.* Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

(6) *Source documentation.* Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.

(7) *Cash management.* Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by grantees and subgrantees must be followed whenever advance payment procedures are used. Grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. When advances are made by letter-of-credit or electronic transfer of funds methods, the grantee must make drawdowns as close as possible to the time of making disbursements. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees.

(c) An awarding agency may review the adequacy of the financial management system of any applicant for financial assistance as part of a preaward review or at any time subsequent to award.



**CITY OF ARVIN  
Staff Report**

Meeting Date: November 1, 2016

**TO:** Arvin City Council  
**FROM:** R. Jerry Breckinridge, Chief of Police  
**SUBJECT:** Public Hearing to Consider Adoption of an Ordinance of the City Council of the City of Arvin, Amending Title 8 of the Arvin Municipal Code and Adopting Chapter 8.29 Pertaining to Marijuana

**BACKGROUND:**

If a California ballot measure to legalize recreational marijuana called the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA") passes on the November 8, 2016 statewide ballot, cultivation of recreational marijuana will be allowed in the City of Arvin under State law.

At its meeting on October 18, 2016, the City Council introduced a proposed ordinance that would prohibit outdoor cultivation, regulate indoor cultivation (cities cannot prohibit indoor cultivation under Proposition 64), address the smoking of marijuana, and include enforcement mechanisms. The proposed ordinance does not change the medical marijuana provisions of the Municipal Code.

Commercial cultivation will not be allowed under Proposition 64 until 2018, which means the City will have time to assess that aspect in greater detail at a later date if the Proposition passes. The proposed ordinance will not go into effect unless Proposition 64 passes.

The ordinance will not cause a direct, or reasonably foreseeable indirect, adverse physical change in the environment, and is not a "project" as defined by CEQA Guidelines section 15378. Proposition 64 has not passed and recreational marijuana use or cultivation is not currently legal. Any projects subject to a discretionary permit will be analyzed at the appropriate time consistent with the requirements of CEQA.

**FINANCIAL IMPACT:**

Adoption of the ordinance will have no fiscal impact. Applicants will be required to pay an annual permit fee to offset the City's cost of issuing a permit. The proposed ordinance also has a system to allow for full recovery of costs incurred by the City for enforcement, as well as penalty provisions for violations.

**RECOMMENDATION:**

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

**ATTACHMENT:**

An Ordinance Of The City Council Of The City Of Arvin Amending Title 8, Of The Arvin Municipal Code And Adopting Chapter 8.29 Pertaining To Marijuana.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN  
AMENDING TITLE 8, OF THE ARVIN MUNICIPAL CODE AND ADOPTING  
CHAPTER 8.29 PERTAINING TO MARIJUANA**

**WHEREAS**, in 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances; and

**WHEREAS**, in 2004, the State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical marijuana use. These statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations; and

**WHEREAS**, on October 9, 2015, almost 20 years after passage of the Compassionate Use Act, the Governor signed the Medical Marijuana Regulation and Safety Act (“Act”), comprised of California legislative bills AB 243, AB 266, and SB 643. The Act creates a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis, all subject to local control. One of the purposes of the Act is to ensure uniformity among jurisdictions that wished to allow commercial marijuana operations; and

**WHEREAS**, on June 27, 2016, the Governor signed SB 837, effective immediately, changing the terms in the Act from “medical marijuana” or “marijuana” to “medical cannabis” or “cannabis”, and making other technical changes to the Act. SB 837 also adopted regulations relating to the use and diversion of water in connection with the cultivation of cannabis; and

**WHEREAS**, pending before the voter this November is the Adult Use of Marijuana Act (“AUMA”). The purpose of AUMA is to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical marijuana, including marijuana products. Adults, age 21 and older, will be allowed to possess marijuana and grow certain amounts at home for personal use; and

**WHEREAS**, in 2010, the City adopted Title 17, Chapter 17.02.435 and 17.07.01, of the Arvin Municipal Code pertaining to Medical Marijuana Dispensaries (Marijuana Ordinance). The Marijuana Ordinance places a complete ban on dispensaries in the City based upon various health, safety and welfare and land use findings relating to marijuana cultivation, dispensing, and consumption, which findings are incorporated herein by reference; and

**WHEREAS**, at the time the City adopted the Marijuana Ordinance, the issue of recreational cultivation and commercial marijuana operations, such as manufacturing, testing and distribution, were not considered an area of concern in need of regulation. Now, with the adoption of the Act and AUMA if it passes, these other commercial marijuana operations are imminent; and

**WHEREAS**, clear guidance is required in the City's Municipal Code so there is no ambiguity; and

**WHEREAS**, the City of Arvin has identified a number of health, safety, and welfare concerns associated with marijuana activities. These concerns are set forth in the original reports accompanying the Marijuana Ordinance, and are incorporated herein by reference. These concerns continue and have been exemplified throughout Kern County and the State as evidenced by numerous area agency police reports and news articles and stories. Some of the continued documented problems include offensive odors, trespassing, theft, violent encounters, fire hazards and problems associated with mold, fungus, and pests; and

**WHEREAS**, under the Act, and AUMA if it passes, the City retains its police powers and land use authority to regulate or ban marijuana activities, including commercial marijuana operations, cultivation, distribution and consumption for the health, safety, and welfare of the citizens of Arvin; and

**WHEREAS**, it is the intent of the City of Arvin to prohibit all outdoor cultivation of marijuana and regulate indoor cultivation of recreational marijuana should Proposition 64 pass.

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

**SECTION 1.** The above recitals are incorporated are hereby by reference.

**SECTION 2.** Chapter 8.29, of Title 8, of the Arvin Municipal Code is added and adopted in its entirety to read as follows:

### **Chapter 8.29**

### **MARIJUANA**

#### **Section 8.29.01 Purpose and Intent**

It is the purpose and intent of this Chapter to promote the health, safety, morals, and general welfare of the residents and businesses within the City by regulating the cultivation, processing, extraction, manufacturing, testing, distribution, transportation, sale, and consumption of marijuana, whether for medical purposes as currently allowed under State law, or for recreational use should recreational use become lawful under State law.

#### **Section 8.29.02 Definitions**

For purposes of this Chapter, the following definitions shall apply:

- (a) “Act” means the Medical Marijuana Regulation and Safety Act, now called the Medical Cannabis Regulation and Safety Act, including implementing regulations, as the Act and implementing regulations may be amended from time to time. The terms Act, Medical Marijuana Regulation and Safety Act, Medical Cannabis Regulation and Safety Act, may be used interchangeably, but shall have, the same meaning.
- (b) “Cannabis” or “marijuana” shall have the meaning set forth in California Business and Professions Code section 19300.S(f). Cannabis and marijuana may be used interchangeably, but shall have the same meaning.

- (c) “Collective or cooperative cultivation” means the association within California of qualified patients, persons with valid identification cards, and designated primary care givers to cultivate marijuana for medical purposes as may be allowed under the Compassionate Use Act, the Medical Marijuana Program Act, or the California Medical Cannabis Regulation and Safety Act adopted on October 9, 2015 with legislative bills AB 243, AB 266, and SB 643.
- (d) “Commercial marijuana operation” means any commercial cannabis activity as set forth in California Business and Professions Code section 19300.5(k) and allowed under the Act, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis.
- (e) “Delivery” means the commercial transfer of medical or recreational use marijuana and marijuana products from a dispensary as well as the use of any technology platform that enables persons, whether qualified patients, caregivers, or recreational users, to arrange for or facilitate the transfer.
- (f) “Marijuana dispensary” or “dispensary” means any facility or location, whether fixed or mobile, and any building or structure, including vending machines, which distributes, sells exchanges, processes, delivers, gives away, or where cannabis is made available to, distributed by, or distributed to more than two persons.
- (g) “Marijuana products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- (h) “Medical marijuana or medical marijuana use” means the use of cannabis for the purposes set forth in the Compassionate Use Act and the Medical Marijuana Program Act, California Health and Safety Code sections 11362.5 and 11362.7 et seq.
- (i) “Recreational marijuana or recreational marijuana use” means all uses of cannabis not included within the definition of medical marijuana use.
- (j) “Cultivation” means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location.

**Section 8.29.03      Regulations applicable to the cultivation of recreational marijuana.**

To the extent recreational marijuana use becomes legal under State law and the City is required to allow the cultivation of recreational marijuana under State law, the rules set forth herein shall apply. Nothing in this section shall be interpreted to permit commercial marijuana operations or marijuana dispensaries otherwise prohibited by this chapter.

(a) State law limits:

The cultivation of recreational marijuana shall be subject to the limits set forth in any applicable State law and this Municipal Code.

(b) Personal use cultivation:

The outdoor cultivation of recreational marijuana is prohibited in any location within the City of Arvin.

Indoor cultivation of recreational marijuana shall only be allowed if authorized by State law and is cultivated by a person of at least twenty-one (21) years of age or older within his/her private residence or in an accessory building if the property is detached single family residential.

Cultivation of recreational marijuana for personal use shall be subject to the following requirements:

(1) Permit:

Recreational marijuana cultivation is prohibited in any location within the City of Arvin without a permit issued by the Community Development Director or designee. The permit shall be valid for one (1) years time from the date it was issued. City staff shall inspect the recreational marijuana cultivation prior to issuing or renewing a permit. City staff shall not issue nor renew a permit for a recreational marijuana cultivation that violates this Chapter.

The permit fee for recreational marijuana cultivation shall be set by resolution of the City Council of the City of Arvin.

(2) Area:

The recreational marijuana cultivation on any one parcel of real property is limited to one of the following areas:

- (i) One secured room within a detached single family dwelling that does not exceed thirty-two (32) square feet; or
- (ii) One detached, outdoor structure, enclosed and covered, where the cultivation is concealed from view, and where the cultivation area does not exceed thirty-two (32) square feet.

This limit applies regardless of the number of persons residing in the residence. The cultivation area shall be a single designated area.

(3) Lighting:

Recreational marijuana cultivation lighting shall not exceed a total of 1200 watts.

(4) Building Code Requirements:

Any alterations or additions to the residence, including garages and accessory buildings, for marijuana cultivation shall be subject to applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including lot coverage, set back, height requirements, and parking requirements.

Any alterations or additions shall be inspected and approved by City staff prior to any recreational cultivation of marijuana.

(5) Safety Materials:

The recreational marijuana cultivation area shall have a minimum of one working smoke detector/fire alarm, one carbon monoxide detector/alarm, or one combination smoke and carbon monoxide detector, and one fire extinguisher.

(6) Security:

The recreational marijuana cultivation area shall be secured in such a manner so as to prevent only the permitted cultivator to access the marijuana.

The cultivated recreational marijuana shall be stored in such a manner so as to secure the marijuana from theft and prevent anyone under the age of twenty-one (21) from accessing the cultivate recreational marijuana. Any window or entry way into the recreational marijuana cultivation area must be alarmed such that an occupant in other locations of the residence will be alerted in the event of unauthorized entry.

(7) Gas Products:

The use of gas products (CO<sub>2</sub>, butane, propane, natural gas, etc.) for recreational marijuana cultivation or processing is prohibited.

(8) Evidence of Cultivation:

From a public right of way, other public space, or neighboring properties there shall be no exterior evidence of marijuana cultivation occurring on the site, including odors associated with cultivation.

(9) Residence:

The individual engaged in cultivation shall reside full time in the residence where the marijuana cultivation occurs.

(10) Cultivation elsewhere in City:

The individual shall not participate in marijuana cultivation in any other location within the City of Arvin.

(11) Incidental use:

The residence shall maintain a minimum of one kitchen, one bathroom, and one primary bedroom for their intended use and not to be used for recreational marijuana cultivation.

(12) Ventilation:

The marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the residence, or property line for detached single family residential, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence and cultivating the marijuana. This shall include at a minimum, a system meeting the requirements of the current, adopted edition of the California Building Code § 1203.4 Natural Ventilation or § 402.3 Mechanical Ventilation (or its equivalent(s)).

(13) Storage of Chemicals:

Any chemicals used for recreational marijuana cultivation shall be stored outside of the habitable areas of the residence and outside of public view from neighboring properties and public rights of way. All chemicals not authorized by their manufacturer for indoor use are prohibited to be used or stored within the recreational marijuana cultivation area. All chemicals must be stored, and used, as directed by the manufacturer.

(14) Nuisance:

The marijuana cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts; and not be hazardous due to the use or storage of materials, processes, products or wastes, or from other actions related to the cultivation.

(15) Property Owner Authorization:

Unless the individual cultivating recreational marijuana is an owner of the residence, the written authorization of a property owner or property management company must be obtained prior to the cultivation of recreational marijuana. The authorization shall be on a form provided by the Community Development director or designee. The written authorization shall include, but is not limited to, the name of the individual intending to cultivate recreational marijuana, name of the property owner/property manager authorizing the cultivation,

the exact location of the recreational marijuana cultivation area, the notarized signature of the property owner/property manager authorizing the cultivation of recreational marijuana, and the penalties for failing to comply with the requirements of this Chapter. Such written authorization is required prior to the issuance of a permit or renewal of a permit.

(16) Police Department Notification:

Prior to obtaining a permit from the Community Development department for cultivation of recreational marijuana, applicants shall provide evidence they have informed the Police Department of the intent to cultivate marijuana, provided an address of the residence where the cultivation is proposed to occur, provided a depiction or diagram of the cultivation area within the residence, and have received a handout setting forth the owner and lessee responsibilities under this Chapter.

(17) Additional Requirements for Accessory Buildings:

The following additional requirements shall apply for personal use marijuana cultivation that occurs in an accessory building: the accessory building shall be secure, locked, and fully enclosed, with a ceiling, roof or top, and entirely opaque. The accessory building shall include a burglar alarm monitored by an alarm company or private security company. The accessory building, including all walls, doors, and the roof, shall be constructed with a firewall assembly of green board meeting the minimum building code requirements for residential structures and include material strong enough to prevent entry except through an open door.

(18) Posting:

For rental properties, a copy of the property owner or property manager's written authorization to cultivate recreational marijuana shall be posted in a conspicuous place in the cultivation area.

(d) Collective or Cooperative Cultivation:

The collective or cooperative cultivation of marijuana shall be prohibited in the City.

(e) Marijuana Dispensaries.

Marijuana dispensaries as defined in Section 8.29.02(f) are prohibited within the City.

(f) Deliveries.

The delivery of marijuana as defined in Section 8.29.02(e) is prohibited in the City regardless of whether the delivery is initiated within or outside of the City, and regardless of whether a technology platform is used for delivery by the dispensary.

**Section 8.29.04 Additional Regulations applicable to the cultivation and use of medical marijuana.**

[RESERVED]

**Section 8.29.05 Regulations applicable to commercial marijuana operations.**

[RESERVED]

**Section 8.29.06 Regulations applicable to the consumption of marijuana.**

No person shall smoke, ingest, or otherwise consume marijuana or marijuana products, whether recreational or medical, within the city limits of the City of Arvin, unless such smoking, ingesting or consumption occurs entirely within a private residence. "Within a private residence" shall mean inside habitable areas and shall not include garages, whether attached or detached, and other accessory buildings unless those buildings are at all times fully enclosed during the consumption.

Medical marijuana may also be consumed within a clinic, health care facility, residential care facility, or residential hospice licensed pursuant to applicable provisions of the California Health and Safety Code.

All consumption shall be done in a manner so as to not cause a nuisance to nearby residents with noxious odors or other adverse health and safety impacts.

**Section 8.29.07 Violations.**

The establishment, maintenance, operation, consumption, cultivation, delivery or dispensary of marijuana, in violation of this Chapter, within the City, is declared to be a public nuisance and subject to abatement.

Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of this Chapter is committed, continued, or permitted by such person and shall be punished accordingly.

In all cases where the same offense is made punishable or is created by different clauses or sections of this Code, the City Attorney may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense.

In addition to the penalties provided by this Chapter, any condition caused or permitted to exist in violation of any of the provisions of this Chapter, or the provisions of any Chapter adopted by reference by this Code, shall be deemed a public nuisance and may be summarily abated by the City, and each day such condition continues shall be recorded as a new and separate offense.

**Section 8.29.08 Criminal Penalties and Enforcement.**

Violations of this Chapter for conduct that is not otherwise considered lawful under State law, shall be considered misdemeanors and are punishable in accordance with Chapter 1.08.010(B) of the Municipal Code. Each and every day, or portion thereof, a violation exists is a separate offense. The City may also pursue all applicable civil and administrative remedies, including but not limited to injunctive relief and administrative citations.

Should a court of competent jurisdiction subsequently determine that the criminal penalty provision renders this Chapter unlawful, the City intends that the misdemeanor provision be severable from the remaining penalty provisions and the City will only pursue non-criminal remedies for violations of this Chapter.

**Section 8.29.09 Administrative Penalties.**

With the exception of violations that are automatically deemed infractions under the Municipal Code, the administrative citation penalty for each and every marijuana plant cultivated or maintained in violation of this Chapter within a rolling twelve-month period shall be as follows:

- (1) First administrative citation: two hundred fifty and no/100ths dollars (\$250.00) per marijuana plant;
- (2) Second administrative citation: five hundred and no/100ths dollars (\$500.00) per marijuana plant;
- (3) Third administrative citation: one thousand and no/100ths dollars (\$1,000.00) per marijuana plant; and
- (4) One thousand and no/100ths dollars (\$1,000.00) per marijuana plant for each subsequent administrative citation.

With the exception of violations that are automatically deemed infractions under the Municipal Code, the administrative citation penalty for all other violations of this Chapter within a rolling twelve-month period shall be as follows:

- (1) First administrative citation: two hundred fifty and no/100ths dollars (\$250.00) per violation;
- (2) Second administrative citation: five hundred and no/100ths dollars (\$500.00) per violation;
- (3) Third administrative citation: one thousand and no/100ths dollars (\$1,000.00) per violation; and
- (4) One thousand and no/100ths dollars (\$1,000.00) per violation for each subsequent administrative citation.

**Section 8.29.010 Notification of Abatement.**

(a) Notice to Owner.

Except when the City elects to enforce through another process, such as through an administrative citation process, whenever the City or such City official having enforcement authority determines that property within the City is cultivating recreational marijuana in violation of this Chapter and seeks to abate the same, the enforcement official shall give written notice to the owner of the property and/or lessee of the property stating the violations with reference to the applicable code sections.

(b) Time to Correct.

The notice shall set forth a reasonable time limit for correcting the violation(s) and may also set forth suggested methods of correcting the same. Reasonable time to correct shall be dependent on the type and severity of the violation. The reasonable time to correct may, at the sole discretion of the City or such City official having enforcement authority over the violation, be extended or shortened.

(c) Service of Notice.

Notice shall be given either by personal service or by depositing the notice in the United States mail, postage prepaid, addressed to the property address of the residence. A copy may also be provided to the owner of such lot or parcel of land either by personal service or by depositing the notice in the United States mail, postage prepaid, to the name and address as it appears on the last available equalized assessment roll, supplemental roll of the County of Kern. If no such address appears, then a copy of the notice may be mailed to the property address, and is presumed to be notice to the owner. In order for an absentee owner to be subject to the penalties and costs described in this Chapter, notice must be provided by any method authorized by this subsection.

A copy of the notice may also be posted on the property in a conspicuous place. Where known, a copy may also be provided to the owner or occupant by email in the City's discretion. The failure of any person to receive the notice required by this section shall not affect the validity of any proceedings taken under this Chapter.

The notice shall bear the date of personal service or mailing and shall be in substantially the following form:

NOTICE TO ABATE PROPERTY NUISANCE

Site Address:

Assessor Parcel Number:

Date:

Notice is hereby given that the above-described property is a public nuisance in violation of the following codes: [set forth applicable code(s)]. A nuisance exists because [describe the nuisance]. You must abate the nuisance within [set forth applicable days]. There will be no further notice.

If the nuisance is not removed within the required time, the nuisance may be abated by the City of Arvin or a contractor hired by the City to remove the nuisance. The property owner will be billed for the cost of such abatement plus administrative fees. In addition, the property owner or other responsible party may be issued a citation and/or billed for the City's enforcement costs.

If you receive an invoice from the City for abatement, you will have fifteen (15) days from the issuance to pay the invoice. If you do not to pay the invoice within 15 days, the unpaid amount will be added to your property taxes as a special assessment against your property.

All persons having any objections to the proposed abatement may file an appeal in accordance with [identify code section]. The appeal must be in writing, filed with the City Clerk at 200 Campus Drive, Arvin, California, and received within [specify number of days] from the date of this Notice. The appeal must state the basis for the appeal with sufficient specificity so that the hearing officer or Board of Appeals can understand the basis for the appeal and must include the name, address, and telephone number of the person filing the appeal. Failure to file a timely appeal will result in the City proceeding with the work required at your expense in a timely fashion without further notice or hearing.

If the nuisance condition(s) create an imminent danger to the public, the appeal may be considered after abatement of the nuisance.

DATED: this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[ENFORCEMENT OFFICIAL NAME AND TITLE]

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CITY OF ARVIN, CALIFORNIA

(d) Calendar Days.

Unless otherwise specified, days as used in this article shall mean calendar days.

**Section 8.29.011 Method of Abatement by the City.**

City abatement of the nuisance may be performed by contract or by City crews. When the abatement is performed by contract, the contractor shall keep an account of the cost of the abatement on each separate parcel of land where work is performed, including adjoining sidewalk and street/alley areas, and shall submit an itemized written report showing such cost to the enforcement official for verification. When

the abatement work is performed by City crews, the City shall keep an account of the cost of the abatement on each separate parcel of land where work is performed, including adjoining sidewalk and street/alley areas, and shall submit an itemized report showing such cost to the enforcement official for verification.

**Section 8.29.012 Cost Recovery.**

The City may recover its abatement and enforcement costs. Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning, and application of words and phrases used in this Chapter.

For the purpose of this Chapter the following additional definitions apply:

(a) Abatement Costs.

The actual and reasonable costs incurred by the City to abate a public nuisance. These costs include all direct and indirect costs to the City that result from the total abatement action, including, but not limited to, investigation costs, costs to enforce the Municipal Code and any applicable Federal, State or County law, clerical and administrative costs to process paperwork, costs incurred to provide notices and prepare for and conduct administrative appeal hearings, and costs to conduct actual abatement of the nuisance. Costs include staff costs, administrative overhead, costs for equipment, such as cameras and vehicles, staff time to hire a contractor, and reasonable attorneys' fees incurred by the City. Costs also include those incurred in seeking cost recovery. Abatement costs may be established in the Master Administrative Fee Schedule.

(b) Enforcement Costs.

Enforcement costs shall include all actual and reasonable costs incurred by the City to enforce compliance with the Municipal Code and any applicable Federal, State, County or City public health and safety law that are not included within abatement costs. These enforcement costs include, but are not limited to, actual cost of the enforcing department services including, but not limited to, costs of personnel, including costs of worker's compensation benefits, fringe benefits, administrative overhead, costs of equipment, costs of materials, costs related to investigations pursuant to the Municipal Code or Federal, State or County law, costs related to issuing and defending administrative or court citations, costs incurred investigating and abating violations of the Municipal Code or Federal, State or County law violations, and reasonable attorneys' fees. Enforcement costs include multiple response and similar costs as permitted by this chapter. Costs also include those incurred in seeking cost recovery.

(c) Penalties.

Penalties for purposes of this Chapter do not include criminal fines.

(d) Record Owner.

The person to whom land is assessed as shown on the last available equalized assessment roll, supplemental roll of the County, or as otherwise known to the enforcement official or his/her designee by virtue of more recent or reliable information.

(e) Responsible Party.

A person or entity identified by the Municipal Code or law as responsible for creating, causing, committing, or maintaining the violation of the Municipal Code or law and/or responsible for the abatement of a Municipal Code or law violation, including public nuisance, as defined in this section.

(f) Subject Property.

The real property that is the subject of any enforcement or abatement action by the City for which the City incurred costs sought to be recovered under this Chapter.

**Section 8.29.013 Abatement and Enforcement Costs and Penalties.**

(a) Special Assessment and Lien or Personal Obligation.

The cost of abating a public nuisance and/or enforcing this Chapter or applicable Federal, State or County law shall either be a special assessment and lien on the subject property or the personal obligation of the owner of the subject property and/or the person responsible for creating, causing, committing or maintaining the public nuisance or violating this Chapter or Federal, State or County law. If there is more than one responsible party, each responsible party shall be jointly and severally liable for the costs. Costs incurred by the City are recoverable even if a public nuisance, Municipal Code, or other law violation is corrected by the property owner or other responsible party.

(b) Applicability.

This article shall govern the procedures used to recover all abatement and enforcement costs incurred by the City in the abatement of a public nuisance or violation of this Chapter and/or the enforcement of this Chapter or other law pursuant to the procedures and authority found in the Municipal Code. Additionally, this article shall govern the procedures used to recover administrative penalties and costs as well as multiple response costs imposed pursuant to the procedures and authority found in the Municipal Code.

(c) Cumulative Remedies.

The remedies provided in this article shall be cumulative to any other provided in the Municipal Code or by law.

(d) Payment Plan.

Nothing in this article shall prevent the City at any time from accepting payment for unpaid costs or penalties in whole or by way of a payment plan.

**Section 8.29.014 Invoice of Costs.**

(a) Accounting.

The enforcing department shall keep an itemized account of the abatement and/or enforcement costs incurred by the City. Those costs shall be detailed in a report that includes a description of the abatement and/or enforcement action taken by the City; a statement as to whether the monies to be collected are abatement costs, enforcement costs, or penalties; and where applicable a description of the subject property. Any such report may include costs or penalties on any number of properties, whether or not contiguous to each other.

(b) Applicability.

The enforcing department shall invoice the noticed party for the costs incurred by the City, except that an invoice is not necessary for administrative citations and other fixed penalties where notice of the penalty and an opportunity for appeal of the underlying violation has been provided.

(c) Invoice.

The invoice shall notify the noticed party of the following:

- (i) A description of the abatement or enforcement action taken by the City, where applicable a description of the property subject to the abatement or enforcement, and the total amount of the costs incurred by the City. The requirements of this subsection may be met by providing the noticed party with a copy of the report required by subsection (a) of this section.
- (ii) That should the noticed party fail to pay the costs within thirty (30) days from the date of service of the invoice the costs may be collected in any or all of the following ways: by a collection agency as a personal obligation, by the City Attorney's Office through judicial action, or as a special assessment and lien attached to the subject property.
- (iii) That the noticed party has a right to administrative review of the accounting of the costs incurred by the City by filing a written request for such review with the City Clerk within fifteen (15) days of the date of the invoice, and that a failure to request administrative review will be deemed a waiver of a right to review of the amount of the costs.

- (iv) That before a special assessment is placed on the subject property, the costs will be confirmed by the City Council and a notice will be issued at least fifteen (15) days before the Council meeting.
- (v) That the invoice may be recorded as a Notice of Costs or Penalties in the Kern County Recorder's Office.

(d) Recording.

The enforcing department may record the invoice as a Notice of Costs or Penalties in the Kern County Recorder's Office. Once payment is received for the outstanding costs and/or penalties, or any reduction of costs following administrative review, and no further action will be taken under this article, the enforcing department shall record a Notice of Satisfaction.

**Section 8.29.013      Administrative Review of Costs.**

(a) Right to Administrative Review.

A noticed party shall have the right to administrative review of the accounting of the costs incurred by the City by filing a written request for such review with the City Clerk within fifteen (15) days of the date of the invoice. A failure to timely request administrative review will be deemed a waiver of a right to review of the amount of the costs.

(b) Procedures for Administrative Review.

If a request for administrative review is timely filed, the City Clerk shall deliver a copy of the accounting report, invoice, and request for administrative review to the Hearing Officer or his/her designee, which may include the appointment of a hearing officer, who shall set a date and time to review the accounting report and invoice with the requesting party. The administrative review shall be an informal proceeding where the enforcement department and requesting party may present any evidence they deem pertinent to the amount of the costs. The scope of review shall be limited to the amount of the costs unless there has been no opportunity for a hearing on the underlying violation.

(c) Hearing Officer Decision.

The Hearing Officer may affirm or reduce the costs if he/she determines that they are not supported by the evidence or upon a showing that the costs were unnecessary or unreasonable. The Hearing Officer will not pass upon the validity of the underlying enforcement action or the amount of any penalties unless there has been no opportunity for a hearing of the underlying action. The Hearing Officer decision shall be memorialized in writing. The City Manager or his/her designee may approve a payment plan for the costs.

(d) Time for Payment.

The requesting party shall have thirty (30) days from the date of the Hearing Officer's decision to pay the costs, unless a payment plan is approved, in which case the costs shall be paid in accordance with the payment plan.

(e) Prior Hearing.

There is no right to administrative review if the costs have already been approved by a court of competent jurisdiction. There is no right to administrative review to confirm costs under this section if they have been previously upheld in an abatement or other administrative hearing held under the Municipal Code.

**Section 8.29.014 Recovery of Penalties.**

Administrative penalties unpaid after the required time set forth in the Municipal Code, or within fifteen (15) days from the final decision after an appeal, may be collected in the manner set forth in this article except the City is not required to send an invoice under Section 8.29.012. Interest shall accrue at a rate of ten percent (10%) per year on unpaid penalties until paid. Penalties and interest may only be made a lien or special assessment upon a subject property when the record owner of the property was issued and properly noticed with the citation or other basis for the penalty.

**Section 8.29.015 Recovery of Abatement and Enforcement Costs.**

Abatement and enforcement costs unpaid after the required time set forth in this Chapter may be collected in the matter set forth in this article. To collect costs under these procedures, the City must send an invoice under Section 8.29.012. Interest shall accrue at a rate of ten percent (10%) per year on unpaid costs until paid.

**Section 8.29.016 Personal Obligation.**

Any costs or penalties subject to collection under this Chapter may be recovered as a personal obligation against the responsible party and may be referred to a collection agency or the City Attorney's Office for collection. Upon referral of these costs and obligations, the collection agency and the City Attorney's Office may seek collection through any legal means provided to them, including judicial action. Nothing in this section shall be affected by or affect the City's use of any other procedure provided in this article or by law to collect unpaid costs and penalties. In a judicial action to recover abatement costs, the City Attorney's Office may elect to recover attorneys' fees. In any action in which the City Attorney's Office elects to recover attorneys' fees under this section, attorneys' fees will be recovered by the prevailing party.

**Section 8.29.017 Special Assessment and Lien.**

(a) Collection.

Unpaid penalties, abatement costs, and enforcement costs that relate to a property related violation may be confirmed by the City Council

as a special assessment and collected with property taxes or as a judgment lien.

(b) Notice.

Notice of a public meeting to confirm the penalties and/or costs shall be provided to all noticed parties by the enforcing department or City Clerk at least fifteen (15) days before the meeting. The notice shall: (i) contain a description of the subject property sufficient to enable the person(s) served to identify it; (ii) shall state that the City intends to collect unpaid costs or penalties by placing a lien or a special assessment on the subject property; (iii) shall specify the day, hour and place where the Council will hear and pass upon the penalties and/or costs; (iv) shall specify that the property may, in some cases, be sold after three (3) years by the Tax Collector pursuant to Revenue and Tax Code Section 3691 for unpaid delinquent assessments or be subject to judicial foreclosure before the three (3) years; and (v) shall specify that any noticed party may appear at the Council meeting and present objections to the lien or assessment.

(c) Service of Notice.

Notice shall be given either by personal service or by depositing the notice in the United States mail, postage prepaid, addressed to the owner of such lot or parcel of land and/or lessee as it appears on the last available equalized assessment roll, supplemental roll of the County of Kern, or as otherwise known to the City by virtue of more recent or reliable information. If no address appears or is known to the City, then a copy of the notice may be mailed to the property address. A copy of the notice may also be posted on the property in a conspicuous place. Where known, a copy may also be provided by email. The failure of any person to receive the notice required by this section shall not affect the validity of any proceedings taken under this Chapter.

(d) Confirmation by City Council.

During the Council meeting the Council may adopt a resolution confirming the amount of the penalties and costs, or any lesser amount, based upon staff reports and any public comments received during the meeting. The City Council shall take into consideration whether any noticed party sought administrative review of the costs and shall only reduce the costs if (i) the noticed party sought administrative review, and (ii) the decision of the General Services Director is not supported by substantial evidence in the record. The basis for the code enforcement action will not be the subject of the Council's consideration.

Where the costs have already been approved by a court of competent jurisdiction or the penalties have been previously upheld in an abatement or other administrative hearing held under the Municipal Code, the Council shall simply confirm the costs or penalties.

The Council may confirm the costs for more than one property in a single resolution. If the Council confirms the costs, the procedures set forth in this section may be utilized.

(e) Time to Contest Confirmed Special Assessment or Lien.

The validity of any special assessment or lien levied under the provisions of this section shall not be contested in any action or proceeding unless such action or proceeding is commenced within thirty (30) days after the special assessment is confirmed by the City Council.

(f) Recording.

Immediately upon the Council's confirmation of costs or penalties, the City Clerk shall record a Notice of Special Assessment and Lien in the Kern County Recorder's Office, which shall constitute a lien on that property for the amount of the assessment, except that if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of taxes that included the special assessment imposed under this section would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to real property and the costs of abatement and enforcement relating to the property shall be transferred to the unsecured roll for collection.

(g) Form of Notice of Special Assessment and Lien.

The Notice of Special Assessment and Lien for recordation shall be in the form substantially as follows:

NOTICE OF SPECIAL ASSESSMENT AND LIEN

(Claim of the City of Arvin)

Under authority vested by provision of Chapter \_\_, Article \_\_, of the Arvin Municipal Code, the City of Arvin did on or about the \_\_ day of \_\_\_\_\_, 20\_\_, assess [describe penalties, abatement costs, enforcement costs] on the real property hereinafter described; and the same has not been paid nor any part thereof and the City of Arvin does hereby claim a lien for such [penalties, abatement costs, and enforcement costs] to wit: the sum of \_\_\_\_\_ dollars, plus legal rate

of interest to be accrued from the date of recording this lien, and any and all administrative costs to file and record the lien. The same shall be a lien upon the real property until it has been paid in full and discharged of record.

The real property hereinafter mentioned, upon which a lien is claimed, is that certain parcel of land in the City of Arvin, County of Kern, State of California, more particularly described as follows:

DATED: this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ City of Arvin

(Job Title)

(h) Collection with Taxes.

After confirmation and recordation, a copy may be turned over to the Kern County Tax Collector. At that point, it will be the duty of the Tax Collector to add the amounts of the respective assessments to the next regular tax bills levied against the lots and parcels of land for municipal purposes. Those amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and procedures and sale in the cases of delinquency as provided for with ordinary municipal taxes.

(i) Foreclosure.

After confirmation and recording, the lien may be also be foreclosed by judicial or other sale in the manner and means provided by law. The City may recover from the record property owners any costs incurred regarding a foreclosure action.

(j) Priority.

A special assessment and lien imposed under this section shall have the priority of a tax lien, unless prohibited by State law, in which case the special assessment and lien shall have the priority of a judgment lien.

(k) Release of Lien.

Once payment in full is received for the special assessment and lien, including applicable penalties, administrative fees and interest charges; or the amount is deemed satisfied pursuant to a subsequent administrative or judicial order; or the City has entered into some other arrangement with the property owner for satisfaction of the assessment; the enforcing department shall either record a Notice of Satisfaction or provide the property owner or financial institution

with the Notice of Satisfaction so they can record the Notice with the Kern County Recorder's Office.

(l) Refund.

The Council may order a refund of all or part of a tax paid pursuant to this section if it finds that all or part of the tax has been erroneously levied. A tax or part thereof shall not be refunded unless a claim is filed with the City Clerk in accordance with the City's claim filing requirements, and in no event later than November 1st after the tax became due and payable. The claim shall be verified by the person who paid the tax, or his/her guardian, executor or administrator.

**Section 8.29.018      Judicial Review.**

Judicial review of a decision made under this Chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure Section 1094.5. Any such petition shall be filed within ninety (90) days after the day the decision becomes final as provided in California Code of Civil Procedure Section 1994.6, which shall be applicable for such actions.

**Section 8.29.019      Severability**

If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**SECTION 3: EFFECTIVE DATE.**

This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption, and immediately prior to the effective date of, and contingent upon, passage of Proposition 64. Within fifteen (15) days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

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**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 18<sup>th</sup> day of October 2016, and adopted the Ordinance after the second reading at a regular meeting held on the 01<sup>st</sup> day of November 2016, by the following roll call 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 Ordinance 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: November 1, 2016

**TO:** Arvin City Council

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

**SUBJECT: RECOMMENDATION TO APPROVE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA AMENDING PORTIONS OF TITLE 15 OF THE ARVIN MUNICIPAL CODE TO ADOPT BY REFERENCE AND AS AMENDED HEREIN, TITLE 24 CALIFORNIA CODE OF REGULATIONS, PARTS 1 THROUGH 12 AND THOSE STATE AGENCY ADOPTED APPENDICES, KNOWN AS THE CALIFORNIA BUILDING STANDARDS CODE; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; AND RELATED MODIFICATIONS AND CORRECTIONS (*First Reading*)**

**PURPOSE:**

The purpose of the proposed ordinance is to adopt the state's building and construction codes with local amendments as permitted by state law.

**BACKGROUND:**

The California Building Standards Commission (CBSC) has published the latest (2016) editions of the Building and Fire codes for the State of California. They will become effective for every state agency and local municipality as of January 1, 2017. Cities and counties are required to adopt the state's new construction codes every three years with or without local amendments. Amendments are permitted provided that they are not less restrictive than the state code. Any amendments to these codes must be supported by findings demonstrating that they are reasonably necessary to protect the health, welfare and safety of the citizens of Arvin due to local climatic, geological and topographical conditions.

There are relatively few proposed changes to the State codes as published by CBSC. Local amendments proposed include, but are not necessarily limited to:

1. California Building Code (CBC) Appendix Chapters H-Signs, I-Patio Covers & J-Grading have been adopted.
2. CRC Appendix Chapters G-Swimming Pools and Hot Tubs & H-Patio Covers have been adopted.
3. California Plumbing Code (CPC) Appendix Chapters G-Graywater Systems and I-Installation Standards.
4. California Green Building Standards Code (CalGreen) adopted without appendices.
5. Minor edits and corrections to Chapter 15.04.

**FINANCIAL IMPACT:**

The fiscal impact associated with this item is \$1,200.00 for the purchase of the code books from the Building Division FY 2016-2017 Budget.

**RECOMMENDATION:**

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

**ATTACHMENT:**

1. An Ordinance Of The City Council of The City Of Arvin, California Amending Portions Of Title 15 Of The Arvin Municipal Code To Adopt By Reference And As Amended Herein, Title 24 California Code Of Regulations, Parts 1 Through 12 And Those State Agency Adopted Appendices, Known As The California Building Standards Code; And The 1997 Uniform Code For The Abatement Of Dangerous Buildings; And Related Modifications And Corrections

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA AMENDING PORTIONS OF TITLE 15 OF THE ARVIN MUNICIPAL CODE TO ADOPT BY REFERENCE AND AS AMENDED HEREIN, TITLE 24 CALIFORNIA CODE OF REGULATIONS, PARTS 1 THROUGH 12 AND THOSE STATE AGENCY ADOPTED APPENDICES, KNOWN AS THE CALIFORNIA BUILDING STANDARDS CODE; AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; AND RELATED MODIFICATIONS AND CORRECTIONS**

**WHEREAS**, the State of California every three years adopts certain model codes with State Amendments known as the California Code of Regulations, Title 24, Parts 1 through 12, also known as the California Building Standards Code, as defined in the California Building Standards Law commencing with Section 18901 of the Health and Safety Code; and

**WHEREAS**, the provisions of the California Building Standards Code apply to all buildings throughout the State, and the City of Arvin is bound by code to enforce those regulations when they become effective as determined by the State Building Standards Commission; and

**WHEREAS**, the current Title 15 of the Arvin City Code references soon-to-be expired State code editions would that would potentially conflict with the referenced California Building Standards Code; and

**WHEREAS**, the City Council of the City of Arvin has determined to update, modify and make corrections to Arvin Municipal Code Title 15 and the referenced codes as adopted by the California Building Standards Commission and other administrative and model codes necessary for their enforcement; and

**WHEREAS**, the Arvin City Council, in an attempt to provide minimum standards to safeguard life and limb, health, property, and public welfare, restates its commitment to the regulation and enforcement of modern building codes.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY ARVIN DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council find that the adoption of this ordinance is exempt from having to comply with the requirements of CEQA, pursuant to CEQA Guidelines Section 15061(b)(3) which states: "CEQA only applies to project which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." This exemption is applicable as the State of California has preempted the field related to building codes and abatement of dangerous buildings and has already adopted the applicable codes to go into effect on January 1, 2017, regardless of the City's action. There is

no possibility the City's activity in adopting these codes will have a significant effect on the environment.

**SECTION 2.** The City Council finds and determines all the amendments, deletions, and additions to the California Building Standards Code and other codes are necessary due to the following:

Climatic - The City of Arvin experiences periods of high temperatures accompanied by low humidity and high winds each year. The City also experiences periods of intense rainfall, which when combined with the flat topography, can creating a heightened risk of flooding and the need for special drainage precautions.

Local Geological Conditions – The City of Arvin is located in the Central California region which is a populated area having buildings constructed near a vast array of fault systems capable of producing major earthquakes. A severe seismic event could cause wide-spread damage, disrupt communications, damage gas mains, cause extensive electrical hazards, and place extreme demands on the limited and widely dispersed resources of rescue and fire fighting resources resulting in failure to meet the fire and life safety needs of the community.

Local Topographical Conditions – The City of Arvin being located adjacent to open vegetated areas subject to consistently high winds and fires, necessitates the amendments hereby adopted to address and clarify special needs to reduce fire hazard at the time of any disaster, natural or manmade, and to reduce hazards resulting from landslides, excessive erosion, and/or flooding.

**SECTION 3.** Section 15.08.010 of Chapter 15.08 of Title 15 of the Arvin Municipal Code is amended to read as follows:

**15.08.010 - Adopted codes designated.**

Pursuant to Government Code sections 50022.2 through 50022.9, and subject to the amendments, additions, and deletions as set forth in this chapter, the city council hereby adopts the most current edition of the following codes by reference and all subsequent amendments to such codes, which shall be the City of Arvin Building Code and are referred to in this chapter as “the codes.”

A. California Building Code, including Volumes 1 and 2, and Appendices B, C, I, and J (California Code of Regulations Title 24, Part 2).2016 Edition, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2, which incorporate by adoption the 2015 International Building Code, with necessary California amendments, including appendices I and J, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478, except such provisions as are hereinafter added, deleted or amended.

B. California Residential Building Code, (California Code of Regulations Title 24, Part 2.5).2016 Edition, California Code of Regulations, Title 24, Part 2.5, which incorporate

by adoption the 2015 International Residential Code, with necessary California amendments, including appendix H, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478.

C. California Electrical Code, (~~California Code of Regulations Title 24, Part 3~~) 2016 Edition, California Code of Regulations, Title 24, Part 3, which incorporate by adoption the 2014 Edition of the National Electrical Code, with necessary California amendments, including all the Annexes, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478.

D. California Mechanical Code, (~~California Code of Regulations Title 24, Part 4~~). 2016 Edition, California Code of Regulations, Title 24, Part 4, which incorporate by adoption the 2015 Uniform Mechanical Code, with necessary California amendments, including appendix B, C and D, as published by the International Association of Plumbing and Mechanical Officials, 4755 E. Philadelphia St. Ontario, CA 91761.

E. California Plumbing Code, (~~California Code of Regulations Title 24, Part 5~~). 2016 Edition, California Code of Regulations, Title 24, Part 5, which incorporate by adoption the 2015 Uniform Plumbing Code, with necessary California amendments, including appendix A, B, D, H, I and J, as published by the International Association of Plumbing and Mechanical Officials, 4755 E. Philadelphia St. Ontario, CA 91761.

F. California Energy Code, (~~California Code of Regulations Title 24, Part 6~~). 2016 Edition, California Code of Regulations, Title 24, Part 6, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478.

G. California Historical Building Code, (~~California Code of Regulations Title 24, Part 8~~). 2016 Edition, California Code of Regulations, Title 24, Part 8, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478.

H. California Existing Building Code, (~~California Code of Regulations Title 24, Part 10~~). 2016 Edition, California Code of Regulations, Title 24, Part 10, which incorporate by adoption the 2015 International Existing Building Code, with necessary California amendments, including appendix A1, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478.

I. California Green Buildings Standards Code, (~~CALGreen~~), 2010. 2016 Edition, California Code of Regulations, Title 24, Part 11, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478.

J. California References Standards Code, (~~California Code of Regulations Title 24, Part 12~~). 2016 California Referenced Standards Code of the California Code of Regulations Title 24, Part 12, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478.

K. ~~California Administrative Code, (California Code of Regulations Title 24, Part 1).~~ 2016 California Administrative Code of the California Code of Regulations, Part 1, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478.

L. 1997 Uniform Code for the Abatement of Dangerous Buildings, which is promulgated and published by the International Council of Building Officials, 4051 West Flossmoor Road, Country Club Hill, IL 60478.

M. Building valuation data and building and plan check fees as adopted by the County of Kern.

**Section 4.** Section 15.08.015 of Chapter 15.08 of Title 15 of the Arvin Municipal Code is added to read in its entirety as follows:

**15.08.010 – Amendments to California Building Code.**

A. The California Building Code, 2016 Edition, Appendix J Section J101 is hereby amended to read as follows:

Section J101 General.

Section J101.1 Scope. The provisions of this Chapter apply to grading, excavation and earthwork construction, including cuts, fills and embankments. Enforcement of both on and off site grading has been delegated to the City Engineer. All references to the Building Official regarding grading shall mean the City Engineer. Where conflicts occur between the technical requirements of this Chapter and the soils report, the soils report shall govern.

Section J101.2. Flood Hazard Areas. The provisions of this Chapter shall not apply to grading, excavation and earthwork construction, including cuts, fills and embankments, in floodways within flood hazard areas established in Section 1612.3 or in flood hazard areas where design flood elevations are specified but floodways have not been designated, unless it has been demonstrated through a hydraulic analysis performed in accordance with standard engineering practice that the proposed work will not result in any increase in the level of the base flood. Grading, excavation, earthwork and building construction shall comply with this Chapter and Chapter 15.48 of the Lompoc Municipal Code entitled “Flood Plain Management.”

B. The California Building Code, 2016 Edition, Appendix J Sections J103.3, J103.4, J103.5 and J103.6 are hereby added to read as follows:

Section J103.3. Responsibility. Each person involved in grading shall be responsible for the carrying out of this Chapter, including the owner of the property, any tenants or persons in possession thereof, any person selling or buying (whether or not for money or value) earth materials, any person to whom a grading permit is issued.

Section J103.4. Performance of Work. All grading shall be carried out in such a manner to keep the blowing of dust or silt from a grading site to a feasible minimum. The City Engineer may specify any reasonable steps designed to reduce the dust or silt problem including, but not limited to, requiring grading to be done in increments, groundcover to be maintained or established, and may make the steps a condition of the grading permit, whether before or after it is issued. All earth materials on the site of the grading or within any vehicles bringing or carrying any earth materials shall be contained and not allowed to be scattered on adjoining properties, public streets, or other areas.

The City Engineer may specify reasonable steps before or after issuance of the grading permit, as a condition thereon, designed to eliminate the dropping or scattering of earth materials. All persons named in Section J103.2 of the Chapter shall comply with the provisions of this Section.

Section J103.5. Violations. A violation of the conditions of the grading permit or this Chapter is a nuisance. All costs incurred by the City or other person to clean up or eliminate a condition caused by a violation of any stipulated condition of a grading permit or this Chapter shall be the responsibility of the persons named in Section J103.2 of this Chapter and a debt owed from each of them to the person so cleaning up or eliminating the condition.

Section J103.6. Grading Fees. Grading Plan Review Fees and Grading Permit Fees, shall be required and are to be determined by separate resolution of the Arvin City Council.

C. The California Building Code, 2016 Edition, Appendix J Section J103.2 is hereby amended as follows:

8. When the total volume of earth moved (including cut and fills) does not exceed 50 cubic yards. Cuts and fills required to prepare a pad for building construction shall be included in the total amount of earth moved to determine if a grading permit is required.

D. The California Building Code, 2016 Edition, Chapter 16A Section 1612A.1 is hereby amended to read as follows:

Section 1612A.1. General. Within flood hazard areas as established in Section 1612A.3, all new construction of buildings, structures and portions of buildings and structures, including substantial improvement and restoration of substantial damage to buildings and structures, shall be designed and constructed to resist the effects of flood hazards and flood loads. For buildings that are located in more than one flood hazard area, the provisions associated with the most restrictive flood hazard area shall apply. The provisions within Chapter 15.32 of the Arvin Municipal Code entitled "Flood Plain Management" shall also apply for all buildings located within an

identified flood hazard area. Where there may be conflicting provisions of model codes, State Regulations or this Chapter, the most restrictive provisions shall apply.

**SECTION 5.** Section 15.18.010 of Chapter 15.18 of Title 15 of the Arvin Municipal Code is amended to read as follows:

**15.18.010 - California Fire Code—Adopted.**

~~That portion of the 2013 California Building Standards Code that imposes substantially the same requirements as are contained in the International Fire Code, 2012 Edition, published by the International Code Council and the California Building Standards Commission with errata, These regulations known as the “California Fire Code,” 2016 Edition, California Code of Regulations, Title 24, Part 9, which incorporate by adoption the 2015 International Fire Code, with necessary California amendments, including appendix A, B, BB, C, CC, D, and H, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hill, IL 60478, as modified and amended by the County of Kern by Chapter 17.32 of the Kern County Ordinance Code and this chapter, are hereby adopted and made part of this Chapter by reference with the same force and effect as if fully set forth herein, are adopted by this reference into this chapter, and are hereby collectively declared to be the Fire Code of the Ceity of Arvin.~~

**SECTION 6.** Section 15.04.010 of Chapter 15.04 of Title 15 of the Arvin Municipal Code is amended to read as follows:

**15.04.010 - Required—Application—Issuance.**

~~No person, firm or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish any building or structure in the city or cause the same to be done, or cause or permit to be done any plumbing or drainage work or install within or on any building, structure or premises any electric wiring, devices, appliances or equipment or alter or add to any existing wiring, devices, appliances or equipment without first obtaining a separate building, plumbing and electrical permit for each such building or structure. Such permit shall be issued by the city building department upon deposit with the city building department of fees to be paid under this section. Permits shall be issued only at a regular meeting of the city council and application for such permit shall be made at least ten (10) days before such regular meeting.~~

**SECTION 7.** Section 15.04.020 of Chapter 15.04 of Title 15 of the Arvin Municipal Code is amended to read as follows:

**15.04.020 - Inspection of work required—Rate.**

~~All work for which a permit is required by this chapter shall be subject to inspection by authorized inspectors appointed by the city building department who shall be paid by the permittee for inspection at the rate prescribed in most recent fee schedule as adopted by the City Council at the rate of five dollars (\$5.00) per hour or fraction thereof of inspection, the first payment therefor to be paid out of the deposit required to be made on~~

~~issuance of the permit. No work authorized by the permit shall be done without prior and continuous inspection thereof by the inspectors. No work authorized by the permit shall be done without prior and continuous inspection thereof by the inspectors. All work shall be done in accordance with construction standards acceptable to city which standards are by this title determined to be the standards of construction presently required by the county for such work in urban areas.~~

**SECTION 8.** Section 15.04.040 of Chapter 15.04 of Title 15 of the Arvin Municipal Code is amended to read as follows:

**15.04.040 - Permit required for relocation structure—Exception.**

~~No person, firm or corporation shall relocate on or move onto any premises in the city any building or structure except a contractor's tool house, construction building or similar structure which is moved as construction requires, until he first obtains from the city building department a relocation permit, according to the provisions of the county code adopted by reference by Chapter 15.08, without first obtaining a permit for such building or structure.~~

**SECTION 9.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 10.** The provisions of these Sections shall be liberally construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety and convenience.

**SECTION 11.** The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, section 36933.

**SECTION 12.** This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption.

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**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council of the City of Arvin after waiving reading, except by Title, at a regular meeting thereof held on the 01<sup>st</sup> day of November 2016, and adopted the Ordinance after the second reading at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following roll call vote:

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

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

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 Ordinance 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: November 1, 2016

**TO:** Arvin City Council  
**FROM:** Robin Dickerson; City Engineer  
Alfonso Noyola; City Manager  
**SUBJECT:** Consideration and Adoption of a Resolution to Approve Program Supplement Agreement No. 015-N1 to Administering Agency-State Agreement No. 06-5370R and an Approved Finance Letter for the Derby and Bear Mountain Signalization Project.

**BACKGROUND:**

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

To facilitate this effort, the City and QK Inc. requested from Caltrans that HSIP Grant dollars would be re-allocated to be used for the ROW consultant and acquisition of necessary ROW. The E-76 for right of way acquisition was approved by Caltrans on August 22, 2016. To complete the process of approving grant funding to be used for right of way work, a program supplement agreement has been received from Caltrans which specifies various terms and conditions tied to the encumbrance of monies for the project as well as outlines additional financial encumbrances for the project. The approval of this supplement agreement is necessary to allow for the use of grant monies for right of way consulting and procurement services.

**FINANCIAL IMPACT:**

The total project costs are to be funded by a combination of federal funds and local match funds. The project design is planned to be completed by the following financial schedule:

Source of Funds	Amount of Funding Expected
Federal Funds	\$1,846,000
Local Match Funds	\$105,975
<b>Required Project Budget</b>	<b>\$1,951,975</b>

**RECOMMENDATION:**

Approve program supplement agreement no. 015-N1 to administering agency-state agreement no. 06-5370R and an approved finance letter for the Derby and Bear Mountain Signalization Project and authorize the Mayor or City Manager to sign the agreement.

**ATTACHMENTS:**

- Resolution
- Letter from Caltrans and Supplement Agreement (Program Supplement Agreement No. 015-N1 Rev. 1 to Administering Agency-State Agreement for Federal Aid Projects No. 065370R for Project No. HSIPLN-5370(025))
- Finance form

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO APPROVE PROGRAM SUPPLEMENT AGREEMENT NO. 015-N1 TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 06-5370R AND AN APPROVED FINANCE LETTER FOR THE DERBY AND BEAR MOUNTAIN SIGNALIZATION PROJECT.**

WHEREAS, the City of Arvin entered into a Master Agreement for Federally Funded Projects on 12/21/06 under agreement No. 06-5370R and files as Caltrans Project No. HSIPLN-5370(025); and

WHEREAS, Program Supplement Agreement No. 015-N1 dated October 17, 2016 provides Federal Funds for Right of Way Consultation and Coordination Services for the project to install a traffic signal at Bear Mountain Boulevard and Derby Street; and

**NOW, THEREFORE, BE IT RESOLVED THAT:** The City Council of the City of Arvin does hereby approve the Program Supplement Agreement No. 015-N1 Rev. 1 to Administering Agency-State Agreement for Federal Aid Projects No. 065370R for Project No. HSIPLN-5370(025) and authorizes the Mayor or City Manager to sign and execute the same.

**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 1st day of November, 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.

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3883  
Fax (916) 654-2408



October 17, 2016

File : 06-KER-223

HSIPLN-5370(025)

Bear Mountain Road and Derby  
Street

Mr. Miguel Barcenas  
City Engineer  
City of Arvin  
200 Campus Drive  
Arvin, CA 93203

Attn: Ms. Cecilia Vela

Dear Mr. Barcenas:

Enclosed are two originals of the Program Supplement Agreement No. 015-N1 to Administering Agency-State Agreement No. 06-5370R and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

*Christian P. Jensen*

JOHN HOOLE, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(06) DLAE - James Perrault

DEPARTMENT OF TRANSPORTATION  
 DIVISION OF ACCOUNTING  
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 10/13/2016  
 D\_CO\_RT: 06-KER-223  
 Project No: HSIPLN-5370(025)  
 Adv Project Id: 0614000259  
 Period of Performance End Date: 07/01/2023  
 Agreement End Date: 04/01/2025  
 EA No: 06-0S5108

Attention: City of Arvin

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL	FEDERAL	LOCAL	OTHER (STATE SHOPP)
					MS30	ZS30		
Agency Preliminary Engineering	Lump Sum	\$810,000.00	\$15,000.00	90.00%	\$13,500.00	\$0.00	\$1,500.00	\$795,000.00
R/W Acquisition	Lump Sum	\$543,000.00	\$543,000.00	100.00%	\$0.00	\$543,000.00	\$0.00	\$0.00
R/W Acquisition	Lump Sum	\$112,775.00	\$24,912.00	90.00%	\$22,420.00	\$0.00	\$90,355.00	\$0.00
R/W Engineering & Administration Costs	Lump Sum	\$486,200.00	\$141,200.00	90.00%	\$127,080.00	\$0.00	\$14,120.00	\$345,000.00
<b>Totals:</b>		<b>\$1,951,975.00</b>	<b>\$724,112.00</b>	<b>0.00%</b>	<b>\$163,000.00</b>	<b>\$543,000.00</b>	<b>\$105,975.00</b>	<b>\$1,140,000.00</b>

Participation Ratio: 37.10%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Christian P. Jensen

Title: HQ Senior Area Engineer

For questions regarding finance letter, contact:

Printed Name : Christian P. Jensen

Telephone No: 916-653-3085

Remarks: Per Cooperative agreement, Arvin is responsible for the ROW phase, Caltrans for PE, Env, and CON phases. Toll Credits are being used in lieu of local funds for portion of HSIP funds added to project under HSIP Cycle 6. Another Adv Id# associated with this project and EA per the Cooperative agreement 06-1618 is 0614000162.

ACCOUNTING INFORMATION									HSIPLN-5370(025)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE		
0614000259	16102F	2030010550	F	\$543,000.00	1516	\$0.00	\$543,000.00	06/30/21				
0614000259	14102F	2030010550	F	\$163,000.00	1314	\$6,643.97	\$156,356.03	06/30/19				

**PROGRAM SUPPLEMENT NO. N015 Rev. 1**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 06-5370R**

**Adv Project ID**                      **Date:** October 10, 2016  
0614000259                      **Location:** 06-KER-223  
   **Project Number:** HSIPLN-5370(025)  
   **E.A. Number:** 06-0S5108  
   **Locode:** 5370

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 12/21/06 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Bear Mountain Road and Derby Street

**TYPE OF WORK:** Install Traffic Signal

**LENGTH:** 60.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	MS30	ZS30	LOCAL	OTHER
\$1,951,975.00	\$163,000.00	\$543,000.00	\$105,975.00	\$1,140,000.00

**CITY OF ARVIN**

**STATE OF CALIFORNIA**  
**Department of Transportation**

**By** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Attest** \_\_\_\_\_

**By** \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
**Date** \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** \_\_\_\_\_

**Date** 10/11/16                      \$706,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.



**2016-2017 PROJECT SHEET**

Proj. #: **A150063**

Project: **Derby Signal HSIP**

Project Lead: **Robin Dickerson**

Dept.: **Engineering**

Project Type:  New Project/Expansion  Changed  
 Replacement  Maintenance

**BREAKDOWN OF PROJECT COST AND FUNDING SOURCES**

Cost Summary	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Engineering Task Order 1622			\$41,350				\$41,350
ROW Acquisition Consultant Fees			TBD				
<b>TOTAL COST</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,350</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,350</b>

Funding Source(s)	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Highway Safety Improvement Program			\$1,846,000				\$1,846,000
Local match funds (general funds)			\$105,975				\$105,975
							\$0
<b>TOTAL FUNDING SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,951,975</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,951,975</b>

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

Costs associated with ROW Acquisition Services from Sub-consultant, and other local match costs associated with engineering as required by Caltrans

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

Co-op agreement reached between the city and Caltrans.

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

Highway Safety Improvement Program (HSIP)

**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