



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

TUESDAY OCTOBER 08, 2019 5:30p.m.

**CITY HALL COUNCIL CHAMBERS
200 CAMPUS DRIVE, ARVIN**

CALL TO ORDER Mayor Jose Gurrola

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL	Jose Gurrola	Mayor
	Jazmin Robles	Mayor Pro Tem
	Gabriela Martinez	Councilmember
	Olivia Trujillo	Councilmember
	Mark S. Franetovich	Councilmember

STAFF	Richard Breckinridge	City Manager
	Shannon Chaffin	City Attorney – Aleshire & Wynder
	Jeff Jones	Finance Director
	Scot Kimble	Chief of Police
	Pawan Gill	Director of Administrative Services
	Cecilia Vela	City Clerk

PUBLIC COMMENTS:

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

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

AGENDA STAFF REPORTS AND HANDOUTS:

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

CONDUCT IN THE CITY COUNCIL CHAMBERS:

Rules of Decorum for the Public

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

Removal from the Council Chambers

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

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

AMERICANS with DISABILITIES ACT:

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

1. Approval of Agenda as To Form.

Motion _____ Second _____ Vote _____

Roll Call: CM Martinez ____ CM Trujillo ____ CM Franetovich ____ MPT Robles ____ Mayor Gurrola ____

2. CLOSED SESSION ITEM(S)

- A. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation Initiation of litigation pursuant to Government Code § 54956.9(d)(4)
One Potential Case
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code § 54957(b)(1)
Position: City Manager
- C. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code, § 54957.6):
City Negotiator: Jerry Breckinridge, City Manager and Pawan Gill, Director of Administrative Services
Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

3. 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.)

4. CONSENT AGENDA ITEM(S)

- A. Approval of the Minutes of the Regular Meeting(s) of September 24, 2019.
- B. Approval of A Resolution of the City Council of the City of Arvin to Authorize the Mayor and/or City Manager to Enter Into A Contract with Diamond IT in an Amount Not to Exceed \$87,109.26 for the Purchase of Three Dell Power Edge Servers, Related Software and Installation Charges, and Financing of the Same.
- C. Approval of A Resolution of the City Council of the City of Arvin to Amend the SB1 Priority List to Include Franklin Street, Authorization of the Use of Those SB1 Funds for Professional Engineering in Preparation for an Application for A Community Development Block Grant for the Reconstruction of Franklin Street.
- D. Approval of Task Order No. 1902 Pursuant to Section 2.4 of the Professional Services Agreement Entered Into Between the City of Arvin and DeWalt Corporation Dated September 1, 2017 for the Reconstruction of Franklin Street.

- E. Approval for the City Council to Exercise Discretion to Act as Planning Commission for the Ariston Project: General Plan Amendment and Zone Change.
- 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 Update the General Plan for the City of Arvin and Authorizing the City Manager, or His Designee to Execute All Related Grant Documents and Authorizing Related Action.
- G. Approval of A Resolution of the City Council of the City of Arvin Accepting the Bid Received from James E. Thompson, Inc. (DBA JTS Construction) for the Construction of A Park and Ride Facility, Finding A CEQA Class 1 and Class 32 Categorical Exemption, and the Execution of A Construction Contract with JTS Construction for the Construction of the Park and Ride Project.

Staff recommends approval of the Consent Agenda.

Motion _____ Second _____ Vote _____

Roll Call: CM Martinez ____ CM Trujillo ____ CM Franetovich ____ MPT Robles ____ Mayor Gurrola ____

5. STAFF REPORTS

6. COUNCIL MEMBER COMMENTS

7. 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 04, 2019.



Cecilia Vela, City Clerk

REGULAR MEETING MINUTES

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

SEPTEMBER 24, 2019

CALL TO ORDER @ 5:32PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Franetovich absent. All others present; CM Martinez arrived late during Presentation Item #4A.

1. Approval of Agenda as To Form.

Motion to approve the Agenda with the following change:

- Continue Public Hearing Item 6A to the Regular City Council Meeting of October 22, 2019.

Motion MPT Robles Second CM Trujillo Vote 3-0

2. CLOSED SESSION ITEM(S)

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code § 54957(b)(1)
Position: City Manager

B. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code, § 54957.6):
City Negotiator: Jerry Breckinridge, City Manager and Pawan Gill, Director of Administrative Services
Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

CLOSED SESSION REPORT BY CITY ATTORNEY:

No reportable action.

3. 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.)

4. PRESENTATION(S)

A. Swearing In of New Police Officer, Alberto Montejó
Cecilia Vela, City Clerk

5. CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of September 07, 2019 – September 20, 2019.
- B. Approval of Payroll Register(s) of September 20, 2019.
- C. Approval of the Minutes of the Regular Meeting(s) of September 10, 2019.
- D. Approval of A Resolution of the City Council of the City of Arvin to Approve the Arvin Chamber of Commerce Special Event Permit Application for the Annual Christmas Parade 2019 and Waive City Costs Associated with this Event.

Resolution No. 2019-77

- E. Approval of A Resolution of the City Council of the City of Arvin to Approve the Saint Thomas Church Special Event Permit Application for Their Annual Our Lady of Guadalupe Procession 2019 and Waive City Costs Associated with this Event.

Resolution No. 2019-78

- F. Approval of Appointment of Sergio Hernandez as Alternate Board Member to the Arvin Planning Commission.

Staff recommends approval of the Consent Agenda.

Motion to approve Consent Agenda Items 5A – 5F.

Motion MPT Robles Second CM Martinez Vote 4-0

6. PUBLIC HEARING ITEM(S)

- A. A Public Hearing to Consider and Approve A Resolution of the City Council of the City of Arvin Approving General Plan Amendment 2013-01-Ariston Project by Approving the Change of Land Use Designation on 62+/- Acres from Light Industrial and Heavy Industrial to 3.289 Acres to Light Industrial, 8.01 Acres to General Commercial, 13.46 Acres to Medium-Density Residential, and 7.01 Acres to High Density Residential; and

An Ordinance Of The City Of Arvin, California, Amending The Official Zoning Map, Heretofore Adopted By Section 17.06.020 of the Arvin Municipal Code, Being The Zoning Ordinance of the City Of Arvin, for Zone Change 2013-01 (Ariston). The Ordinance proposes a Zone Change from A-1, Light Agricultural and A-2 General Agricultural to M-2 Light Manufacturing, C-2 General Commercial, R-2 Two Family, and R-3 Limited Multiple Family for the Project, Uncodified Ordinance; and

Adopt the Associated Mitigated Negative Declaration and Mitigation Monitoring Reporting and Applicable Program for General Plan Amendment 2013-01 and Zone Change 2013-01 for the Ariston Project. ***(This item was continued from the Council meeting of June 25, 2019. Staff is requesting***

to continue this hearing to allow time for the Arvin Planning Commission to obtain a quorum to hold a meeting.) (Senior Planner)

Staff recommends that the City Council continue the public hearing to the Regular City Council Meeting of October 22, 2019.

Above Public Hearing Item 6A continued to the Regular City Council Meeting of October 22, 2019.

7. ACTION ITEM(S)

A. Consideration and Direction Regarding Resolutions to be Considered at the League of California Cities Annual Conference Business Meeting on October 18, 2019. (City Clerk)

1. A Resolution of the League of California Cities Calling on the California Public Utilities Commission to Amend Rule 20A to Add Projects in Very High Fire Hazard Severity Zones to the List of Eligibility Criteria and to Increase Funding Allocations for Rule 20A Projects.
2. A Resolution of the League of California Cities Calling Upon the Federal and State Governments to Address the Devasting Impacts of International Transboundary Pollution Flows Into the Southernmost Regions of California and the Pacific Ocean.

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

Motion to authorize the Voting Delegate to vote in favor of Resolution #1 and Resolution #2 to be considered at the League of California Cities Annual Conference Business Meeting on October 18, 2019.

Motion Mayor Gurrola Second CM Trujillo Vote 4-0

8. STAFF REPORTS

A. Annual Report (Director of Administrative Services)

9. COUNCIL MEMBER COMMENTS

10. URGENCY ITEM

A. Approval of Letter in Support of the Amicus Brief Supporting the Deffered Action for Childhood Arrivals (DACA) Program.

Motion to place above Item 10A as an Urgency Item onto the Agenda.

Motion Mayor Gurrola Second CM Trujillo Vote 4-0

Motion to Authorize the City Attorney or City Manager to sign letter in support of the DACA Program to be filed with the Supreme Court of the United States.

Motion Mayor Gurrola

Second MPT Robles

Vote 4-0

11. ADJOURNED @ 6:40PM

Respectfully submitted,

Cecilia Vela, City Clerk

DRAFT

Attachment: Minutes of the Regular Meeting of Sept 24, 2019 (Minutes of the Regular Meeting(s) of September 24, 2019.)



CITY OF ARVIN
Staff Report

Meeting Date: October 8, 2019

TO: City Council

FROM: Jeff Jones, Finance Director
Jerry Breckinridge, City Manager

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO AUTHORIZE THE MAYOR AND/OR CITY MANAGER TO ENTER INTO A CONTRACT WITH DIAMOND IT IN AN AMOUNT NOT TO EXCEED \$87,109.26 FOR THE PURCHASE OF THREE DELL POWER EDGE SERVERS, RELATED SOFTWARE AND INSTALLATION CHARGES, AND FINANCING OF THE SAME

BACKGROUND:

The City of Arvin needs to establish a program where continuity of computer resources (servers) is maintained.

The average life of a server is 5 years. All of the data servers in the Police department have reached the end of their life.

Servers that have reached the end of their life run the risk of failure. Such failure will then jeopardize the City's key data along with productivity of City staff.

City staff has identified Diamond IT as the vendor for this purchase. Diamond IT currently is under contract by the City for its routine Information Technology (IT) services.

The City has obtained a quote from Diamond IT for the proposed sale to the City of three Dell Power Edge Servers and related software and installation charges for the amount of \$87,109.26. The quote is included as Exhibit "A" to the attached proposed resolution, and provides further details regarding the servers and related equipment and services that the City is considering purchasing.

The City is authorized to contract directly with Diamond IT for this purchase under Section 3.08.070 of the Arvin Municipal Code (AMC). The specific authority from the AMC is as follows:

3.08.070 (B)... Bidding or open market procedure may be dispensed with only when:
(6). Piggyback purchasing procedures, whereby the City has the ability to “piggyback” contracts for products and equipment, entered into by other governmental agencies (Municipality, County, or State) through a competitive bid. The Purchasing Division will obtain documentation to verify the contract and bid process. All products or equipment purchased under this provision must substantially meet the technical specifications of the bid. Major deviations from the product specification will not be allowed. However, minor modifications which result in a price differential of five percent (5%) or less are authorized. Such contracts include, but are not limited to, contracts to purchase products and services under the California Multiple Award Schedules (CMAS) or Federal General Services Administration (GSA) contracts.

Diamond IT has established a California Multiple Award Schedule (“CMAS”), identified as CMAS contract number 3-18-70-3241F, pertaining to the sale of Dell products to state and local government agencies, and has provided a copy to the City, which is included as Exhibit “B” to the attached proposed resolution. The City has confirmed that Diamond IT’s CMAS contract number 3-18-70-3241F authorizes the City to purchase the servers without engaging in further competitive bidding or open market procedures pursuant to the purchasing exception set forth in AMC 3.08.070 (B) (6) and applicable state law.

The proposed resolution would authorize the Mayor and/or City Manager to enter into an agreement with Diamond IT for an amount not to exceed \$87,109.26 for the purchase of the two Dell Power Edge Servers, along with the required software and installation support for the servers, contingent upon negotiation to ensure the protection of the City’s best interests and the satisfaction of certain requirements set forth in the resolution.

FINANCIAL IMPACT:

The new servers are to be leased over a period of 48 months. The Fiscal Year 2019-20 budget includes funding for this item.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO AUTHORIZE THE MAYOR AND/OR CITY MANAGER TO ENTER INTO A CONTRACT WITH DIAMOND IT IN AN AMOUNT NOT TO EXCEED \$87,109.26 FOR THE PURCHASE OF THREE DELL POWER EDGE SERVERS, RELATED SOFTWARE AND INSTALLATION CHARGES, AND FINANCING OF THE SAME

WHEREAS, the City of Arvin needs to establish a program where continuity of computer resources (servers) is maintained; and

WHEREAS, the average life of a server is 5 years, and

WHEREAS, all of the data servers of the Police department have reached the end of their life cycle; and

WHEREAS, servers that have reached the end of their life cycle run the risk of failure; and

WHEREAS, section 3.08.070 (B) (6) of the Arvin Municipal Code (AMC) states that Bidding or open market procedure may be dispensed with only when:

Piggyback purchasing procedures, whereby the City has the ability to “piggyback” contracts for products and equipment, entered into by other governmental agencies (Municipality, County, or State) through a competitive bid. The Purchasing Division will obtain documentation to verify the contract and bid process. All products or equipment purchased under this provision must substantially meet the technical specifications of the bid. Major deviations from the product specification will not be allowed. However, minor modifications which result in a price differential of five percent (5%) or less are authorized. Such contracts include, but are not limited to, contracts to purchase products and services under the California Multiple Award Schedules (CMAS) or Federal General Services Administration (GSA) contracts; and

WHEREAS, Diamond IT has provided a copy of CMAS contract number 3-18-70-3241F as proof of compliance under AMC 3.08.070 (B) (6); and

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

1. The recitals are true and correct and incorporated by this reference.
2. The City Council finds bidding or the open market procedure be dispensed with under section 3.08.070 (B) (6) of the Arvin Municipal Code
3. That the City Council of Arvin authorizes staff to enter into an agreement with

Diamond IT in an amount not to exceed \$87,109.26. Such award shall be contingent upon obtaining suitable financing, such as from Great American Financing, to allow for payments to be made over time in a total amount not to exceed \$87,109.26 plus applicable reasonable interest, and such that the City will own the servers without any encumbrance upon the final payment. Said agreement with Diamond IT and any financing company shall be reviewed and approved as to legal form by the City Attorney, and the Mayor or City Manager are authorized to execute said agreements on behalf of the City of Arvin.

4. This Resolution shall take effect immediately upon passage.

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 8th day of October, 2019 by the following vote:

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, 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.



We have prepared a quote for you

PD Server Upgrade

Quote # 004595
Version 6

Prepared for:

City of Arvin

Jeffrey Jones
jeffjones@arvin.org



Monday, September 23, 2019

City of Arvin
Jeffrey Jones
200 Campus Drive
Arvin, CA 93203
jeffjones@arvin.org

Dear Jeffrey,

Please find enclosed our proposal for your review. The proposal was prepared under our CMAS Contract number: 3-18-70-3241F with term dates October 11, 2018 through May 3, 2021 and Base GSA Schedule No: GS-35F-303DA

To proceed with the proposed recommendations simply sign the authorization page with detailed pricing.

If you have any questions pertaining to the information we have prepared, please let me know. We appreciate the opportunity to serve you and look forward to working with you to provide a technologically correct solution that meets your needs.

Sincerely,

David Rice
COO
DiamondIT

Attachment: PD server quote 09.19 (Purchase of three computer servers from Diamond IT)

Project Description

The following Scope of Work details the major steps involved in the completion of the recommended services included in this proposal.

Hardware Installation - During this phase, a new environment will be setup with VMware and hardware will be installed in the datacenter

VRTX Chassis Prep

- Configuration of VRTX chassis management
- Prepare, install and configure (2) physical blade servers
- Configure storage components and hard drives
- Disk Storage Configuration. (24 Drives in 2x RAID 10 with a hot spare)
- Prepare, install and configure networking components
- Update all firmware

VRTX Server Blade Prep

- Installation of VMWare ESX
- Installation of latest patches
- Registration & activation of ESXi licensing
- Network redundancy configuration
- Installation of Dell OpenManage Server Administrator

Build External Management Server

- Prep server hardware including firmware updates
- Installation of VMware on standalone host server
- Create Virtual Server vCenter Server Appliance if licensed
- Properly label equipment and power cables
- Configuration of AD integration configuration
- Setup Cluster, HA ("High Availability") if licensed
- Test fail-over if licensed

Physical Install of Hardware Onsite

- Deliver to location and physical install (2) UPS Battery Backup units
- Deliver to location and physical install VRTX Chassis
- Prep and Install mounting rails or hardware for server rack.
- Installation into existing server rack
- Open UPS units and connect batteries
- Install (2) network management cards in UPS
- Configure UPS Network management Card with Static IP Addresses
- Configure email notifications and test
- Update client documentation
- Configure power redundancy
- Properly label equipment and power cables
- Cleanup of Server room
- Update Client Documentation

Server OS Upgrades - During this phase, the server roles will be migrated to new operating systems and legacy servers will be retired.

Project Description

DiamondIT recommends upgrading the operating software for the following servers:

- ARVINPDC – Domain Controller
- APDSVR02 – Email Server
- APDSVR02 – SQL Server

Complete Installation of (5) new Microsoft Windows Server 2019 Servers (2 Domain Controller, RIMS Database, RIMS Mobile, Utility Server)

- Install Windows Server 2019 Operating system
- Install VMWare Tools for host integration
- Configure virtual machines to auto-start
- Complete standard server preparation including updates and deployment of RMM Agent, AV, and Backups
- Update client documentation

Complete Installation and Configuration of (2) new Microsoft Windows Server 2019 Domain Controllers

- Installation and configuration of any system roles or pre-requisites
- Verify health of Active Directory prior to migration
- Promote new servers to domain controllers
- Configure DHCP scope for new DNS server addresses
- Transfer Active Directory Roles to new servers
- Demote old domain controller
- Update client documentation

Complete Installation and Configuration of Utility Server on new Microsoft Windows Server 2019 VM

- Installation and configuration of any system roles or pre-requisites
- Install applications including ImageManger, UniFi controller
- Update client documentation

Complete Installation and Configuration of RIMS Database Server on new Microsoft Windows Server 2019 VM

- Installation and configuration of any system roles or pre-requisites
- Installation and configuration Microsoft SQL Server 2017
- Prepare VM for installation by application vendor.
- RIMS Server upgrades will require support from Sun Ridge Systems.
- Client may be charged by manufacturer to perform Operating System upgrade.
- Notify Software Vendor Support of virtual machine is ready for software upgrade
- Assist with software migration and upgrade as required on a T&M basis
- Update client documentation

Complete Installation and Configuration of RIMS Mobile Server on new Microsoft Windows Server 2019 VM

- Installation and configuration of any system roles or pre-requisites
- Prepare VM for installation by application vendor.
- RIMS Server upgrades will require support from Sun Ridge Systems.
- Client may be charged by manufacturer to perform Operating System upgrade.
- Notify Software Vendor Support of virtual machine is ready for software upgrade
- Assist with software migration and upgrade as required on a T&M basis

Project Description

- Update client documentation

Server Removal and Cleanup - During this phase, the retired server hardware will be removed from the server racks

Complete Installation of (5) new Microsoft Windows Server 2019 Servers (2 Domain Controller, RIMS Database, RIMS Mobile, Utility Server

- Remove all retired server and UPS hardware from racks
- E waste all equipment in accordance with the organizations disposal policies
- Update client documentation

SPECIFIC ASSUMPTIONS & EXCLUSIONS:

- This quote is for software licensing and configuration labor only as outlined in the scope of work.
- No existing physical servers to virtual server conversions (P2V) are included in the project scope.
- No preexisting conditions preventing backups from completing
- Server reboots are required to complete installation
- Data center has two dedicated 30 Amp circuits available for UPS installation with L5-30R outlets
- Active Directory has been audited and existing configurations are valid.
- An audit of Active Directory is not included in this Scope of Work.
- Adds, moves, changes and deletions not included in this Scope of Work.
- DiamondIT will assist with application software upgrade at T&M hourly rates.
- Application server upgrades will require support from software manufacturer
- Client may be charged by software vendors to perform upgrade or migration
- DiamondIT is not responsible for line of business software compatibility
- The following are out of scope servers excluded from this project and will not be addressed in this proposal
 - APD-AUDIOLOG

STANDARD ASSUMPTIONS & EXCLUSIONS:

- No preexisting conditions exist that will prevent or delay the successful completion of the work included in this scope.
- Capacity at existing patch panel and PoE switch is available to accommodate additional equipment/wiring installations.
- Existing cabling, low voltage, and data drops will be used and are available in required locations.
- Additional services requested outside the above-mentioned scope will require a signed Change Order and approval by Client and will be billed as quoted.
- All services will be provided during 8am to 5pm Monday thru Friday. If after hours or weekend service is required additional hourly rate will be increased by 1.5 per hour factor.
- DiamondIT staff will be allowed access to client location to complete necessary installation requirements.
- DiamondIT does not warranty installed hardware. All equipment installed is warranted by manufacturer and subject to manufacturer warranty policies.
- DiamondIT reserves the right to sub-contract as needed based on project type, project specialization and scheduling.
- Coordination with utility & service providers or remote sites is excluded unless otherwise specified in the scope of work.
- Low voltage and cabling are excluded unless otherwise specified in the scope of work.
- Electrical power/UPS upgrades/changes or special requirements are excluded.
- HVAC upgrades/changes or special requirements are excluded.
- Custom programming and software development are excluded.
- Expedited shipping is excluded unless otherwise stated in this proposal (overnight, 2-day, red, orange or other express shipping types).



Hardware

Description	Price	Qty	Ext. Pri
Hardware Dell PowerEdge VRTX Blade Chassis with 25 1.2TB 10K SAS drives 2 Quad Port 1GbE Adapters 5 Year ProSupport Plus 7x24 w 4 hour 7x24 On-Site Emergency Service from Dell	\$23,190.47	1	\$23,190.
Hardware Dell PowerEdge M640 VRTX Blade Server Dual 3.0Ghz 8-core Xeon 5217 Processors 96GB RAM	\$8,619.20	2	\$17,238.
Hardware Dell PowerEdge R340 Management Server	\$3,795.77	1	\$3,795.
Hardware APC Smart UPS 3000VA UPS with Network Management Card	\$2,608.70	2	\$5,217.
Hardware Miscellaneous materials	\$500.00	1	\$500.

Subtotal: **\$49,942.**

Software

Description	Price	Qty	Ext. Pri
WIN SVR STD CORE 2019 ENG OLP - Govt Ed	\$102.00	32	\$3,264.
Windows User CALs	\$29.00	25	\$725.
SQL SVR STD CORE 2017 ENG OLP 2LICs - Govt Ed	\$2,960.00	2	\$5,920.
VMWare Essentials Plus	\$4,625.00	1	\$4,625.
VMWare Essentials 1 YR Basic Support	\$971.00	3	\$2,913.

Subtotal: **\$17,447.**

Services

Description	Price	Qty	Ext. Pri
Professional Services Project Labor	\$15,600.00	1	\$15,600.

Subtotal: **\$15,600.**

Attachment: PD server quote 09.19 (Purchase of three computer servers from Diamond IT)

PD Server Upgrade



Prepared by:

DiamondIT

David Rice
 (661) 833-5600
 Fax (661) 833-5608
 drice@diamondit.pro

Prepared for:

City of Arvin

200 Campus Drive
 Arvin, CA 93203
 Jeffrey Jones
 (661) 854-3134
 jeffjones@arvin.org

Quote Information:

Quote #: 004595

Version: 6
 Delivery Date: 09/23/2019
 Expiration Date: 10/23/2019

Quote Summary

Description	Amount
Hardware	\$49,942.
Software	\$17,447.
Services	\$15,600.
Subtotal:	\$82,989.
Estimated Tax:	\$4,120.
Total:	\$87,109.

Payment Options

Description	Payments	Interval	Amount
GreatAmerica			
48 Months, \$1 Lease, 0 Advance Payments	48	Monthly	\$2,055.
60 Months, \$1 Lease, 0 Advance Payments	60	Monthly	\$1,702.

Summary of Selected Payment Options

Description	Amount
GreatAmerica: 48 Months, \$1 Lease, 0 Advance Payments	
Selected Payment	\$2,055.
Total of Payments	\$98,670.

Terms and Conditions

The enclosed materials are proprietary to Diamond Technologies Inc. ("DiamondIT"), and are therefore copyrighted material. The material are presented for the purpose of agreement to services and may not be disclosed in any manner to anyone other than the addressee and employees or an authorized representative of the herein addressed firm hereafter referred to as "Client".

Attachment: PD server quote 09.19 (Purchase of three computer servers from Diamond IT)



This Quote is time sensitive and are therefore considered firm for 30 days from date of quote. DiamondIT reserves the right to modify any the enclosed or related details thereafter. This Quote and pricing outlined herein is only valid when purchased as a complete hardware, software, and service solution unless otherwise agreed to by the Account Manager.

Hardware/Software Purchases: Due to the fast paced nature of technology and the unique needs of each project, DiamondIT does not typically stock Hardware and Software. Thus, all hardware and software orders require advance payment and will be ordered within one business day of payment being received. Returns may only occur with an RMA. RMA's may not be issued for all items. Assuming we are able to return the product to the distributor or manufacturer, a restocking fee will typically apply to allowed returns.

This order shall not be cancelable by Client for delays in delivery until fifteen days after written notice of such intention shall actually been received by DiamondIT. Client shall be obligated to accept any portion of the goods shipped or delivered by DiamondIT during such period All claims for goods or delay in delivery shall be deemed waived unless made in writing delivered to DiamondIT within ten (10) days after receipt of goods by Buyer.

DIAMONDIT MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED EXCEPT FOR ANY MANUFACTURER'S WARRANTY. THE SERVICES ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE". DIAMONDIT EXPRESSLY DISCLAIMS AN OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NONINFRINGEMENT, COURSE OF DEALING OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIAMONDIT WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF DIAMONDIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIAMOND'S TOTAL AGGREGATE LIABILITY AND YOUR SOLE REMEDY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE SERVICES IS LIMITED TO THE VALUE OF THE SERVICE AGREEMENT

Unless stated otherwise, a separate Service Agreement defines the terms and conditions for ongoing service, maintenance and supplies.

While we do our best to quote based on the conditions we know, the final pricing and configuration may need to be adjusted to include items such as: additional products, licenses, professional services, shipping or taxes. If this is a project, please plan a fifteen percent contingency for any potential change orders. This is to ensure the project can proceed with minimal interruption. Additional information may be required from you in order to more accurately quote this solution. These may include: floorplans, network diagrams, local, long distance and Internet access bills, site surveys, etc. We reserve the right to cancel orders arising from pricing or other errors.

Please remit payment to:
Diamond Technologies, Inc.
PO Box 9007
Bakersfield CA 93389

Invoice Terms: Services will be invoiced on a monthly basis for actual Services performed unless noted otherwise. Payment is due upon receipt. You may pay invoices by check or any other method we approve in writing. Checks that are not honored by the applicable financial institution will have a returned check fee of \$50.00 or the maximum amount allowed by law and we may require all future payments be by cashier's check, money order or credit card (at our election). If you fail to pay any invoice within ten days of the invoice date, we may suspend some or all of the Services. If you fail to pay any invoice within fourteen days of the invoice date, we may immediately terminate this Agreement. We reserve the right to charge a fee on any late payments, equal to the greater of the amount of (1) interest calculated at the lesser of 1.5% per month or the maximum rate permitted by law, or (2) \$25.00

Expenses: Customer will be responsible for any Service related expenses including actual, reasonable and necessary travel and lodging expenses DiamondIT incurs, as invoiced at the time of incurrence, in connection with delivering the Services.

Taxes: DiamondIT's pricing may not include applicable taxes. You are solely responsible for paying any taxes, governmental fees and

Attachment: PD server quote 09.19 (Purchase of three computer servers from Diamond IT)



assessments arising under this Agreement or from the Services, including any national, state or local sales, use, value-added, excise, withholding or other taxes, duties, tariffs or fees assessed in connection with this Agreement by any authority ("Taxes"), except for taxes on our income. If we pay any Taxes that are your responsibility, you will reimburse us immediately upon demand.

Scope Changes: Additional fees will apply for any Adds/Moves or Changes requested by Client and added to the scope of the Services. Any additional work that is required outside the scope of this Quote requires written approval by Client and DiamondIT.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed Quote are received by DiamondIT. Upon receipt of a signed Quote and Purchase Order, a DiamondIT Project Manager will typically contact you within 3 business days to begin Services scheduling. Services Scheduling will be based upon Client's schedule preferences/requirements and the availability of required resources.

Pricing: The terms offered by DiamondIT under this Quote (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this Quote to Client. In the event this Quote is executed by Client after such thirty (30) day period, DiamondIT may in its discretion, (i) accept the Quote on the stated terms or (ii) reject such Quote and may provide Client with a revised Quote setting forth any necessary updates to the terms of the previous Quote.

Termination: Client may terminate this Quote for convenience upon providing DiamondIT with thirty (30) days written notice. Upon any termination of this Quote or the associated Agreement, Customer shall pay all of DiamondIT's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. Client may be subject to additional termination fees as specified in any applicable Service Agreements. If Client fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, DiamondIT may suspend its performance until payment is received or terminate this Quote and the associated Agreement upon written notice.

Order of Precedence: This Quote, together with the Purchase Order (if any) and any Service Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between DiamondIT and Client regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, Quote and Agreement, the following order of precedence shall be followed: first, Agreement No. 2015-18 City of Arvin Professional Services Agreement for Computer System and Information Technology Installation, Repair and Maintenance, second the quote, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply. Under no circumstances shall any conditions on the quote or the Purchase Order (if any) modify or supersede the requirements of Agreement No. 2015-18 City of Arvin Professional Services Agreements for Computer System and Information Technology Installation, Repair and Maintenance.

DiamondIT will perform the services outlined in this document according to our understanding of your desired results as agreed upon by both Client and DiamondIT.

If DiamondIT encounters any configuration or migration issues outside of the scope, as defined above, we will immediately notify the Client and take the appropriate action to redefine the scope of work and adjust the time and materials required accordingly.

This Agreement is governed by the laws of the State of California, excluding conflicts of laws principles. Any action arising under or related to this Agreement in excess of \$7,500.00 will be resolved in Bakersfield, California in accord with the Commercial Dispute Resolution Procedure of the American Arbitration Association and the Optional Rules for Emergency Measures of Protection. The arbitration will be decided by a single arbitrator whose decision will be final and binding and may be enforced in any court of competent jurisdiction. The arbitration will be kept confidential except as required by law. Each party will be entitled to take up to three depositions. The prevailing party is entitled to reasonable attorneys' fees and costs. Any cause of action arising out of or related to this Agreement must be commenced within one year after the cause of action arose or such cause of action is barred. ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, MUST BE BROUGHT NO MORE THAN ONE YEAR AFTER IT AROSE, OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED, EXCEPT THAT THE FOREGOING LIMITATION AND THE ARBITRATION PROVISION SHALL NOT APPLY TO THE ENFORCEMENT BY US OF ANY OF OUR INTELLECTUAL PROPERTY RIGHTS.

Attachment: PD server quote 09.19 (Purchase of three computer servers from Diamond IT)



Client acknowledges that DiamondIT has invested to recruit and develop the skilled technicians and consultants assigned to service Client and that this is a costly and time-consuming endeavor. If, at any time during or within two (2) years following the termination of this Agreement – measured from the last extension thereof – the client wishes to directly or indirectly employ any technician who shall have provided service to Client, Client shall first pay DiamondIT the sum of \$40,000 per technician, which reflects the reasonable value of Diamond’s time and costs.

You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement affiliation.

I have read and agree to the Terms and Conditions provided. I am an authorized agent with authority to enter into this agreement with DiamondIT. I hereby confirm to you that the information and arrangements outlined and the terms of payment are acceptable to us. Our deposit is attached. This agreement cannot be canceled or modified without written permissions. Support Services rates are subject to change with notification.

DiamondIT

City of Arvin

Signature: _____
Name: David Rice
Title: COO
Date: 09/23/2019

Signature: _____
Name: Jeffrey Jones
Date: _____

Attachment: PD server quote 09.19 (Purchase of three computer servers from Diamond IT)



CITY OF ARVIN Staff Report

Meeting Date: October 8, 2019

TO: City Council

FROM: Adam Ojeda, City Engineer
Jerry Breckinridge, City Manager

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO AMEND THE SB1 PRIORITY LIST TO INCLUDE FRANKLIN STREET, AUTHORIZATION OF THE USE OF THOSE SB1 FUNDS FOR PROFESSIONAL ENGINEERING IN PREPARATION FOR AN APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE RECONSTRUCTION OF FRANKLIN STREET

BACKGROUND:

The City of Arvin was not successful in its recent pursuit in applying for a Community Development Block Grant (CDBG) for approximately \$3 million for the planning, design, and construction costs for the reconstruction of Franklin Street between Walnut Drive and Stockton Avenue. A new round of CDBG funding will become available in January of 2020 with applications due in March of 2020.

The City was recently informed by the California Department of Housing and Community Development (HCD) of modifications to the application process for all CDBG grants beginning in 2020. One change in the process is that it is now necessary for applications to include completely engineered plans and specifications (“shovel ready project”) that are ready to be submitted to contractors for bids.

As shown in the 2017 Pavement Management System report, the City of Arvin has identified Franklin Street between Walnut Drive and Derby Street as being in a high level of disrepair and also one of the highest priority corridors for the City to rehabilitate. This led the City to resolve to apply for the previous CDBG Grant for the portion between Walnut Drive and Stockton Avenue with the portion between Stockton Avenue and Derby Street already planned for construction as a part of an existing Caltrans RSTP funded project.

In light of the high level of priority the City placed on the Franklin Street corridor, it is necessary to identify and approve funding to allow for the immediate and fast-tracked development of engineered plans and specs in order to be eligible to submit an application for the next round of

the CDBG Grant. Rather than taking funding out of the City General Fund, City Staff has determined that it would be preferential to utilize SB1 funds to pay for the necessary planning and engineering (“PE”) for this project.

The City Engineer and Grant Writer have communicated with the California Transportation Commission (CTC) about the possibility of adding this corridor along Franklin Street to the previously submitted list of city streets to be rehabilitated during the 2019-20 fiscal year. The City has been informed that the list that was previously submitted cannot be modified, but that modifications and additions are allowed, and that formal notification is not necessary. The City would simply need to reflect the change in the annual Fiscal Year Expenditure Report which is due on October 1, 2020. The City Engineer verified with the CTC that the proposed use of SB1 funds for local street and road repair to be utilized for professional engineering is an acceptable use of those funds.

With the verifications that the proposed allocation of funds would be appropriate, the City Engineer engaged DeWalt Corporation, which has an existing Professional Services Agreement with the City, to provide a detailed cost proposal for the planning, design, development of engineered drawings, technical specifications, and cost estimate, and bid phase support. DeWalt has responded with a proposal (attached to this report) for \$78,635.00. The City Engineer has reviewed this proposal, believes it to be complete and reasonable, and recommends the execution of a task order as allowed by section 2.4 of the PSA between the City of Arvin and DeWalt Corporation. The task order is attached to this report. If it is approved, DeWalt will be instructed to begin work on the design and engineering of the project as soon as possible with delivery of final construction drawings, specifications and estimate by or before CDBG applications can be submitted in January of 2020. Additionally, it is customary to allocate an additional 10% (\$7,863.50) in contingency money to be utilized on an as needed basis. In total, \$86,498.50 should be allocated for this effort.

FINANCIAL IMPACT:

The DeWalt task order of \$76,635.00 would be paid for from the existing City of Arvin SB1 fund which currently has a balance of \$473,820.86. The City receives approximately \$34,000 each month into this fund for road projects.

RECOMMENDATION:

Staff recommends the following:

- 1) Approval of the proposed amendment of the SB1 priority list to include Franklin Street.
- 2) Direction to City Staff to document said amendment in the Fiscal Year Expenditure Report which is due on October 1, 2020 to CTC.
- 3) Acceptance of the DeWalt proposal in the amount of \$78,635.00 for the planning, design, development of engineered drawings, technical specifications, and cost estimate, and bid phase support for the proposed project.
- 4) Issuance of a task order in the amount of \$78,635.00 to DeWalt Corporation.

- 5) Allocation of \$86,498.50 from the City SB1 fund to pay for the task order.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO AMEND THE SB1 PRIORITY LIST TO INCLUDE FRANKLIN STREET, AUTHORIZATION OF THE USE OF THOSE SB1 FUNDS FOR PROFESSIONAL ENGINEERING IN PREPARATION FOR AN APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE RECONSTRUCTION OF FRANKLIN STREET

WHEREAS, the City of Arvin was not successful in its recent pursuit of a Community Development Block Grant (CDBG) for the reconstruction of Franklin Street between Stockton Avenue and Walnut Drive (Franklin Corridor); and

WHEREAS, a new round of CDBG funding will become available in January of 2020 with applications due in March of 2020; and

WHEREAS, it is understood that the application process now requires completely engineered plans and specifications for such CDBG grants; and

WHEREAS, the City of Arvin considers the Franklin Corridor to be a high priority road within the City to be reconstructed; and

WHEREAS, it shall be necessary for the City to allocate funding to pay for the Professional Engineering (PE) for the development of complete plans and specifications such that the City may submit a complete CDBG application within the first quarter of 2020; and

WHEREAS, the City receives monthly disbursements of SB1 funds in an amount of approximately \$34,000 and currently has an SB1 balance of \$473,820.86; and

WHEREAS, as verified by the California Transportation Commission (CTC), SB1 funds may be used to pay for PE services that plan for and provide plans and specifications that will be utilized for the rehabilitation or reconstruction of local streets and roads ; and

WHEREAS, the City previously provided a list of priority streets and roads to Caltrans and the CTC to become the subject of rehabilitation or reconstruction projects in fiscal year 2019-20; and

WHEREAS, said list cannot be modified, but projects may be added as needed with no requirement to obtain prior approval from Caltrans or the CTC; and

WHEREAS, the City is required to note such modifications on the required Annual Fiscal Year Expenditure Report due in October of 2020; and

WHEREAS, it would be appropriate for the City to amend, by way of this resolution, the

SB1 priority list for FY 2019-20 to show the Franklin Corridor Project; and

WHEREAS, it is appropriate for the City Council to authorize the expenditure of SB1 funds to pay for the PE services for the design of the plans and specifications for the Franklin Corridor Reconstruction Project; and

WHEREAS, the City Engineer has solicited a proposal from an DeWalt Corporation that is working under a Professional Services with the City of Arvin; and

WHEREAS, said proposal has been received in the amount of \$78,635.00; and

WHEREAS, it is appropriate to allocate an additional 10% of the proposal cost (\$7,863.50) as a contingency for such projects, to be utilized as needed; and

WHEREAS, it shall be necessary to allocate a total of \$86,498.50 to be utilized for the PE services for the Franklin Corridor Project;

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

Section 1: The foregoing recitals are true and correct.

Section 2: Approves the amendment of the SB1 priority list for fiscal year 2019-20 to include the Franklin Corridor Project.

Section 3: Authorizes the allocation of \$86,498.50 of SB1 funds to be utilized for PE for the Franklin Corridor Reconstruction Project to be utilized in the application process of the March 2020 CDBG Grant.

Section 4: Authorizes the development and execution of a task order for the City Engineering Consultant for said PE services.

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 8th day of October, 2019 by the following vote:

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, 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.

CURRENT SB1 LIST FROM CALSMARTS WEBSITE



Logged in as: aojeda@arvin.org Logout



- Dashboard
- Submittals
- Reporting
- Users

PROPOSED PROJECT LIST - Local Streets and Roads Program

Filter Projects

Agency

City of Arvin

Submittal

All Submittals

Cycles

LSR: LSR 2019-20

LSR: LSR 17/18

LSR: LSR 18/19

Apply Clear

Export List to Excel

Agency	Funding FY	Submittal	Proposed Project No	Project Type	Project Title	Submit Date	Sta
City of Arvin	19/20	LSR-C6-FY19/20-5370-001	PP001	Road Maintenance & Rehabilitation	S. Hill Street Microsurfacing	04/24/2019	Re
City of Arvin	19/20	LSR-C6-FY19/20-5370-001	PP002	Other	FUTURE PROJECTS PENDING FUNDS	04/24/2019	Del
City of Arvin	19/20	LSR-C6-FY19/20-5370-001	PP003	Road Maintenance & Rehabilitation	Walnut Drive Microsurfacing	04/24/2019	Re
City of Arvin	19/20	LSR-C6-FY19/20-5370-001	PP004	Road Maintenance & Rehabilitation	Pothole filling throughout city	04/24/2019	Re
City of Arvin	19/20	LSR-C6-FY19/20-5370-001	PP005	Complete Streets Components	Varsity Road widening	04/24/2019	Re
City of Arvin	19/20	LSR-C6-FY19/20-5370-001	PP006	Road Maintenance & Rehabilitation	Microsurfacing various streets throughout the City	04/24/2019	Del
City of Arvin	19/20	LSR-C6-FY19/20-5370-001	PP007	Road Maintenance & Rehabilitation	Purchase hot mix truck and plate compactor	05/01/2019	Re
City of Arvin	19/20	LSR-C6-FY19/20-5370-001	PP008	Road Maintenance & Rehabilitation	Meyer Street Resurfacing	05/01/2019	Re
City of Arvin	19/20	LSR-C6-FY19/20-5370-001	PP009	Road Maintenance & Rehabilitation	Hood Street Micro surfacing	05/01/2019	Re

Attachment: SB1 list (Resolution to amend SB1 list to include franklin street and allocate SB1 funds for

Adam Ojeda

From: Changizi, Erika@CATC <Erika.Changizi@catc.ca.gov>
Sent: Tuesday, September 17, 2019 3:57 PM
To: Adam Ojeda
Cc: Christine Viterelli
Subject: RE: Requesting to add a new project to our SB1 List

Hi Adam,

As long as the funding goes towards any of the below project types (pulled from the 2019 Local Streets and Roads Funding Program Guidelines), then that will be fine to use the RMRA funds towards the Professional Engineering and Design of the project. You mentioned below that the work will be for the reconstruction a street within the City, so that is fine to use the RMRA funds.

8. Funding Program Priorities and Example Projects

Pursuant to SHC Section 2030(a), RMRA funds made available for the Local Streets and Roads Funding Program shall be prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects.

SHC Section 2030(b)(1) provides a number of example projects and uses for RMRA funding that include, but are not limited to, the following:

- Road Maintenance and Rehabilitation
- Safety Projects
- Railroad Grade Separations
- Complete Streets Components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project)
- Traffic Control Devices
- Other (match funds for eligible project advancement)
 - Pursuant to Article XIX Section 2(a) of the constitution: "The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes."

SHC Section 2030(b)(2) states that funds made available by the program may also be used to satisfy a match requirement in order to obtain state or federal funds for projects authorized by this subdivision.

Thank you,

Erika Changizi
 Program Analyst
 California Transportation Commission
 (916) 653-3159
www.catc.ca.gov

From: Adam Ojeda <aojeda@arvin.org>
Sent: Monday, September 16, 2019 12:30 PM
To: Changizi, Elika@CATC <Elika.Changizi@catc.ca.gov>; Local Streets and Roads@CATC <LSR@catc.ca.gov>
Cc: Christine Viterelli <cviterelli@arvin.org>
Subject: RE: Requesting to add a new project to our SB1 List

Elika

Christine left a voicemail for you and asked that you call me back directly. I just wanted to put my question in writing in case email works better for you at the moment.

Our goal is to utilize a portion of our SB1 Local Street and Road budget for the Professional Engineering and Design phase to reconstruct a street within the City. The construction would actually be funded by another grant funding source that we are applying for in the next several months, but we cannot utilize that funding for the PE phase of the project. So before we get too far with this plan of ours, I wanted to make it clear on what our intention was so that we do not utilize our existing SB1 funds for something that is prohibited. We will of course be documenting everything as to what we are using the money for and why.

Please give me a call back or reply to this email.

Thanks,

Adam Ojeda; PE
 City Engineer
 Desk: (661) 606-6060
 Cell: (661) 972-7755

From: Changizi, Elika@CATC <Elika.Changizi@catc.ca.gov> **On Behalf Of** Local Streets and Roads@CATC
Sent: Thursday, September 12, 2019 4:45 PM
To: Christine Viterelli <cviterelli@arvin.org>; Local Streets and Roads@CATC <LSR@catc.ca.gov>
Cc: Adam Ojeda <aojeda@arvin.org>
Subject: RE: Requesting to add a new project to our SB1 List

Christine,

The CalSMART system cannot be unlocked for FY 2019-20 Proposed Project List Submittals, as the submittal period has closed. The list of eligible Cities and Counties has been adopted and transmitted to the State Controller's Office, and the final list of FY 2019-20 Proposed Projects have been posted.

Please note that Cities and Counties have the flexibility to add new projects and/or change proposed project detail in the Fiscal Year's Expenditure Report (due October 1, 2020), as the Submittal is only an estimate of how the City/County anticipates to spend the Fiscal Year's RMRA funds. For your reference, I have included a snippet from the Local Streets and Roads Program Guidelines:

Attachment: Email (Resolution to amend SB1 list to include franklin street and allocate SB1 funds for PE services)

Other Statutory Considerations for Project Lists

Pursuant to SHC Section 2034(a)(1), the project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the Commission, in the event a city or county elects to make changes to the project list pursuant to the statutory provision noted above, formal notification of the Commission is not required. However, standard reporting forms will provide an opportunity for jurisdictions to annually communicate such changes to the Commission as part of the Annual Expenditure Reporting process.

Please let me know if you have any other questions I can assist you with.

Thank you,

Elika Changizi
 Program Analyst
 California Transportation Commission
 (916) 653-3159
www.catc.ca.gov

From: Christine Viterelli <cviterelli@arvin.org>
Sent: Thursday, September 12, 2019 3:42 PM
To: Local Streets and Roads@CATC <LSR@catc.ca.gov>
Cc: Adam Ojeda <aojeda@arvin.org>
Subject: Requesting to add a new project to our SB1 List

Good Afternoon,

The City of Arvin would like to add a new project into our existing 2019 List of Projects. Can you please unlock Calsmart so that we can add the project? We are planning on submitting an updated/amended LOP for adoption by our City Council at our next council meeting to our existing 2019 projects.

Our prior list has already been approved and accepted by the Calsmart system. Please advise as to any additional steps that may be necessary to complete the process to add a new project.

Kind Regards,
 Christine

Grant Writer for The City of Arvin
 200 Campus Drive, P.O. Box 548
 Arvin, CA. 93203
 (661) 606-6052 Direct Line

Adam Ojeda

From: jcobbinah@sco.ca.gov
Sent: Thursday, September 26, 2019 8:28 AM
To: Adam Ojeda; AUDStreetsRoads@sco.ca.gov
Cc: Christine Viterelli; Pawan Gill
Subject: RE: City of Arvin SB1 question

Hello Adam,

The RMRA funds are expended based on City Council resolution submitted to and approved by the CTC. With that said, all direct and indirect costs associated with any of the approved project(s) are considered allowable.

Please let me know if you have any questions.

Thank you.

John Cobbinah

From: Adam Ojeda <aojeda@arvin.org>
Sent: Wednesday, September 25, 2019 4:17 PM
To: AUD Streets Roads <AUDStreetsRoads@sco.ca.gov>
Cc: Christine Viterelli <cviterelli@arvin.org>; Pawan Gill <pgill@arvin.org>
Subject: City of Arvin SB1 question

Hello

I am the City Engineer for Arvin, and I was referred to you by Elika Changizi, Program Analyst also with CTC. I have a question regarding the use of SB1 funds for a local street project. I did leave a voicemail earlier. Feel free to call me back or to respond to this email.

We are trying to obtain funding for the reconstruction of one of Arvin's worst streets. The total cost is going to be greater than \$2 million, and we are working to obtain CDBG funding for this project. One issue that we have is that we came very close to getting the necessary money during the last round of funding, but just came short. We are planning on submitting the project again for the next round that opens in a few months, but we have been told that in order to stand a realistic chance of getting this funding, we need to be able to provide a complete set of plans and specifications with our application which we do not have.

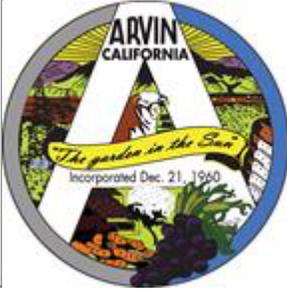
The City general fund does not have enough funds to pay for the professional engineering for this project at this time. We do have a professional services agreement with an engineering consultant for "on call" engineering services that allows us to issue task orders for projects. In the interest of time, it is our intention to issue such a task order for the professional engineering for this proposed project. We would like to utilize SB1 funds for this effort, and will submit for reimbursement when the design services are completed.

In speaking with Elika, it sounded like that we are proposing is an appropriate use of the SB1 funds as she indicated that other agencies routinely submit for reimbursements from their engineering on call consultants. However, she advised that I should reach out to you if we wanted peace of mind. We do want peace of mind, and want to avoid any miscommunications that ultimately result in a refusal to reimburse.

Please let me know if what we are proposing is acceptable or not or if you have any questions.

Thank you,

	<p>Adam Ojeda City of Arvin City Engineer Community Development De... (661) 606-6060 Desk (661) 972-7755 Mobile aojeda@arvin.org Community Development De... 141 Plumtree Drive Arvin, CA 93203</p>
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"This is an inspirational quote at the end of an email. Once you read it, you will be filled with insight like you have never experienced before, and you will be motivated to do everything in your life differently."

Attachment: Email2 (Resolution to amend SB1 list to include franklin street and allocate SB1 funds for PE services)



CITY OF ARVIN
Staff Report

Meeting Date: October 8, 2019

TO: City Council

FROM: Adam Ojeda, City Engineer
Jerry Breckinridge, City Manager

SUBJECT: Approval of Task Order No. 1902 Pursuant to Section 2.4 of the Professional Services Agreement Entered Into Between the City of Arvin and DeWalt Corporation Dated September 1, 2017 for the Reconstruction of Franklin Street.

BACKGROUND:

Please reference staff report for resolution to approve a modification to the City SB1 project list for full background of this item as this item is directly related to it, and explained in detail there.

FINANCIAL IMPACT:

The DeWalt task order of \$78,635.00 would be paid for from the existing City of Arvin SB1 fund which currently has a balance of \$473,820.86. The City receives approximately \$34,000 each month into this fund for road projects.

STAFF RECOMMENDATION:

Acceptance of the DeWalt proposal in the amount of \$78,635.00 for the planning, design, development of engineered drawings, technical specifications, and cost estimate, and bid phase support for the proposed project. Issuance of a task order in the amount of \$78,635.00 to DeWalt Corporation.

TASK ORDER NO. 1902

ADEFDATE OF REQUEST: October 8, 2019

CONSULTANT: DeWalt Corporation.

This Task Order is submitted to Consultant pursuant to Section 2.4 of the Professional Services Agreement (“Agreement”) entered into between the City of Arvin and DeWalt Corporation (DWC) dated September 1st, 2017.

1. Project Description and Location:

Professional Engineering for the proposed Franklin Street Reconstruction Project located on Franklin Street between Stockton Avenue and Walnut Drive. See attachment A for detailed project description.

2. Scope of Service Required:

Preliminary and complete engineering design including but not limited to street plans, demolition plans, striping plans, and details. Also develop preliminary and complete specifications, detailed cost estimate, and bid phase support, sufficient for the project to be competitively bid to interested contractors. See attachment A for detailed scope information.

3. Expected Results and Deliverables:

The successful design of the proposed Franklin Street Reconstruction Project. Deliverables will be preliminary and final design drawings, specifications, detailed cost estimate, and hard copies of drawings during the bid phase. See attachment A for detailed information.

4. Period of Performance (Schedule):

The construction set of drawings, specifications, and cost estimate shall be due to the City no later than January 17, 2020. See attachment A for a detailed description of the schedule.

5. Project Cost:

Consultant shall perform the necessary and appropriate work outlined in their cost proposal on a time and materials basis not to exceed \$78,635.00 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: _____
Jerry Breckinridge, City Manager

Date



CITY OF ARVIN
Staff Report

Meeting Date: October 8, 2019

TO: City Council

FROM: Mitzy Cuxum, Senior Planner
Jerry Breckinridge, City Manager

SUBJECT: Approval for the City Council to Exercise Discretion to Act As Planning Commission for the Ariston Project: General Plan Amendment and Zone Change.

BACKGROUND:

The City Council referred the Ariston project to the Planning Commission on June 25, 2019, for review of the modified project. Since that time, the Planning Commission has been unable to meet due to lack of quorum on two separate occasions. Under these circumstances, staff recommends the City Council exercise its discretion to act as Planning Commission per Municipal Code 2.24.040 if the Planning Commission is unable to hear the Ariston matter at the Commission's next regular hearing scheduled for October 15, 2019. Municipal Code section 2.24.040 states:

2.24.040 - City Council as planning commission if lack of quorum

In the event that the Planning Commission cannot convene due to a lack of quorum and there is a business of the Planning Commission to be conducted, the City Council, in its sole discretion, can act as the Planning Commission.

RECOMMENDATION:

Staff recommends the City Council exercise its discretion to act as Planning Commission if the Planning Commission is unable to hear the Ariston matter in their next regular hearing scheduled for October 15, 2019.

FISCAL IMPACT:

No fiscal impact.



**CITY OF ARVIN
Staff Report**

Meeting Date: October 8, 2019

TO: City Council

FROM: Pawan Gill, Director of Administrative Services
Jerry Breckinridge, City Manager

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING SUBMITTAL OF AN APPLICATION FOR A CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT TO UPDATE THE GENERAL PLAN FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS AND AUTHORIZING RELATED ACTION

BACKGROUND:

The City intends to apply to Caltrans for planning grant funds to update the City's General Plan as it relates to environmental justice and SB1000. The Program is a grant funding source for fiscal year 2020/2021 for planning.

FINANCIAL IMPACT:

Staff has determined the STGP program has match of 11.47% requirement of match "in kind" staff time, to be included in the fiscal year 2020/2021 budget upon award.

RECOMMENDATION:

Staff recommends the City Council approve the submittal of a grant application to Caltrans.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING SUBMITTAL OF AN APPLICATION FOR A CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT TO UPDATE THE GENERAL PLAN FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS AND AUTHORIZING RELATED ACTION

WHEREAS, the California Department of Transportation administers the Sustainable Transportation Planning Grant (“Caltrans STPG”) program in an effort to provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability; and

WHEREAS, the City of plans to submit a grant application to the Caltrans STPG for environmental justice planning for a project totaling of \$64,384.95 to update the City’s general plan.

WHEREAS, the City of Arvin requires approval to submit a grant application when a local match is required; and

WHEREAS, the grant application requires a 11.47% local match of funds for this grant application, in the amount of \$ 7,384.95; and

WHEREAS, the City of Arvin will offer an "in-kind" match of City staff time to satisfy the local match requirements;

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

Section 1: The City Manager is hereby authorized to submit all required documents to Caltrans for the Sustainable Transportation Planning Grant.

Section 2: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all grant documents including, but not limited to, applications, agreements, amendments and request for payments, necessary to secure grant funds and implement the approved grant project from the California Department of Transportation for a Sustainable Transportation Planning Grant, subject to approval as to legal form by the City Attorney.

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 8th day of October, 2019 by the following vote:

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

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

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



CITY OF ARVIN
Staff Report

Meeting Date: October 8, 2019

TO: City Council

FROM: Adam Ojeda, City Engineer
Jerry Breckinridge, City Manager

SUBJECT: A RESOLUTION ACCEPTING THE BID RECEIVED FROM JAMES E. THOMPSON, INC. (DBA JTS CONSTRUCTION) FOR THE CONSTRUCTION OF A PARK AND RIDE FACILITY, FINDING A CEQA CLASS 1 AND CLASS 32 CATEGORICAL EXEMPTION, AND THE EXECUTION OF A CONSTRUCTION CONTRACT WITH JTS CONSTRUCTION FOR THE CONSTRUCTION OF THE PARK AND RIDE PROJECT.

BACKGROUND:

The City of Arvin desires to construct a park and ride facility in an unimproved lot with APN 190-060-09 that is directly adjacent to the City Community Planning Department located at 141 Plumtree Drive. The empty lot is currently utilized as an unofficial and unimproved parking lot by residents who park on the lot and utilize the City Transit Services. The project proposes to provide an appropriate parking facility for those residents that already utilize it as a park and ride facility. Improvements will include demolition of existing facilities, earthwork, underground electrical work, grading, installation of curbs, gutters, sidewalks, new pavement sections, a concrete trash bin pad, drainage basin, striping and signage, wrought iron fencing, light poles, and a new electrical service that will support the new lights and future electrical charging stations that will be constructed in the lot under a separate contract.

The City previously applied for and was awarded \$500,000.00 from Caltrans in the form of a Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Grant. After said award, the City used a portion of the funds to acquire the empty lot from the adjacent landowner which required an eminent domain declaration and subsequent proceedings. Meanwhile, the City of Arvin entered into multiple task orders with previous engineering consultants, QK Inc and DeWalt Corporation for the design of the project.

The project was issued for bid on August 21, 2019 when it was advertised in the Bakersfield Californian as well as the Kern County Builder's Exchange and Central California Builder's Exchange. A pre-bid meeting was held on September 3, 2019. Two addenda were issued before the bid due date of September 12, 2019 when a total of five bids were received, and a public bid

opening was conducted at 4:00 p.m. in the City Council Chamber conference room where bid results were read aloud by the City Clerk and City Engineer with representatives of all five bidding contractors present.

The project had one additive alternate in addition to the base bid. The bid documents were written in such a way that the City would have the flexibility to award the project based on either the base bid only or, if finances allowed, to consider the lowest bidder based on the combination of base bid and additive alternate bid. A summary of the bids received is shown below.

	Bowman Asphalt	Granite Construction	Griffith Construction	JTS Construction	Precision Paving
Base bid	\$ 413,234.00	\$ 433,945.00	\$ 458,471.00	\$ 360,500.00	\$ 413,083.20
Additive Alternate #1	\$ 19,395.00	\$ 20,000.00	\$ 26,800.00	\$ 22,000.00	\$ 29,239.00
Base + Alt #1	\$ 432,629.00	\$ 453,945.00	\$ 485,271.00	\$ 382,500.00	\$ 471,083.20

As can be seen in the above table, JTS Construction was identified as the apparent low bidder for both the base bid and base bid plus additive alternate. Bowman Asphalt was the low bidder for the additive alternate only. After reviewing the project budget, it was determined that it would not be feasible to consider an award that included the additive alternate which would have modified the landscaping and irrigation in front of the Community Development Department building to match the landscaping and irrigation to be installed as a part of the Park and Ride Project.

JTS Construction therefore was identified as the apparent low bidder. Following the bid, the City Engineer reviewed their bid in detail, and verified that their contractor's licenses were current and that they were appropriately registered with the California Department of Industrial Relations (DIR). It has been determined that JTS has appropriately responded to the request for a bid for this project, and that it would be appropriate to award a construction contract to them for this project.

In reviewing the finances of this project, the City Finance Department showed a balance of approximately \$210,000.00 in the PTMISEA account following the previous design efforts and eminent domain process. Of the \$210,000.00 remaining, an additional approximately \$11,000.00 will be obligated to pay for services by the City Surveyor for construction staking as well as a consultant who will provide materials testing services during construction. This leaves a PTMISEA balance of \$199,000.00.

In talking with City Staff, it has been determined that the City could obligate Local Streets and Roads (LTF) funds to pay for a portion of the financial shortfall for the project. In an effort to minimize the amount of money that is obligated from LTF, the City Engineer has worked with JTS to identify certain scope items that can be reduced, otherwise modified, or eliminated. Such changes will be the subject of a change order that will be executed at the same time as the

original agreement. Said change order (CO 01) has been developed, and results in a net reduction in project cost of \$68,996.44. The total cost of the project changes from \$360,500.00 to \$291,503.56. This results in a total shortfall of \$92,503.56 without considering construction contingency.

To move the project forward, City Staff has resolved that it would be appropriate to enter into an agreement with JTS Construction for a base bid cost of \$360,500.00. At the same time, execution of said agreement would be contingent on JTS agreeing to enter into Change Order 01 as outlined above. It is also customary to further allocate an additional 10% of the total bid amount to be reserved as a construction contingency to be used on an as needed basis for change order conditions that might arise during construction. Said amount would be 10% of \$360,500.00 or \$36,000.00 (rounded to nearest thousand for simplification). The contingency plus the previous noted shortfall makes the total project shortfall of \$128,503.56.

The City currently has approximately \$2,759,00.00 available in LTF funds. It has been determined that it would be appropriate to plan for this fund to cover the above-mentioned project shortfall. It should be noted that City Staff is currently exploring additional funding opportunities that could potentially limit the amount of LTF funds that are ultimately obligated by this project. Should additional funds be obtained, they will be reported to City Council at the end of the project when a notice of completion is filed, and final finances are reconciled.

ENVIRONMENTAL:

Staff has assessed this project and determined that a Class 1 Categorical Exemption set forth in CEQA Guidelines, Section 15301, applies as this project involves minor additions to the existing unimproved land that is currently being utilized as a parking lot. The project involves negligible expansion to existing uses to the lot. This project is also subject to a Class 32 Categorical Exemption as it is an infill site of less than 5 acres within the City's limits, is consistent with the City's plans, the project site has no value as habitat, approval would not result in any significant effects, and the site can be adequately served by all requires utilities and public services. Furthermore, none of the exceptions set forth in the CEQA Guidelines Section 15300.2 apply to this project.

FINANCIAL IMPACT:

As reported above, the total anticipated cost for the project, which also includes anticipated costs for materials testing and construction staking is shown in the following cost analysis:

Estimated Costs

Item	Amount
Total Construction Cost	\$291,503.56
Construction Contingency (10%±)	\$36,000.00
Construction Staking (DeWalt)	\$4,000.00
Materials Testing	\$7,000.00

Total	\$338,503.56
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As previously discussed, \$210,000.00 is available from the PTMISEA fund which leaves an additional \$128,503.56 to be funded. LTF funds will be obligated in this amount unless additional funding is secured by the City. A financial reconciliation will be provided at the end of construction when a notice of completion is filed.

RECOMMENDATION:

Staff recommends the City Council take the following actions:

- 1) Accept the bid received from JTS Construction as being complete and responsive.
- 2) Award a contract to JTS Construction for the construction of the Park and Ride Project for a base bid amount of \$360,500.00.
- 3) Allocate a construction contingency of \$36,000.00 to be utilized on an as needed basis, and authorize the City Manager to approve change order work up to the limits provided for in the construction contract.
- 4) Approve change order 01 resulting in a savings of \$68,996.44 for the project, and authorizing the City Manager to execute said change order.
- 5) Obligate the \$210,000.00 balance of PTMISEA funds and additional \$128,503.56 in LTF funds to pay for the cost of construction, materials testing, and construction staking.
- 6) Find that a CEQA Class 1 and Class 32 categorical exemptions applies for this project.

RESOLUTION

A RESOLUTION ACCEPTING THE BID RECEIVED FROM JAMES E. THOMPSON, INC. (DBA JTS CONSTRUCTION) FOR THE CONSTRUCTION OF A PARK AND RIDE FACILITY, FINDING A CEQA CLASS 1 AND CLASS 32 CATEGORICAL EXEMPTION, AND THE EXECUTION OF A CONSTRUCTION CONTRACT WITH JTS CONSTRUCTION FOR THE CONSTRUCTION OF THE PARK AND RIDE PROJECT.

WHEREAS, the City of Arvin desires to construct a Park and Ride facility on an unimproved piece of land owned by the City of Arvin located adjacent to the Community Development Department; and

WHEREAS, the project will consist of a paved parking facility including curbs, gutters, electrical connections, lighting, and other appurtenant improvements; and

WHEREAS, previous consulting engineers provided Professional Engineering services to prepare the project to be bid competitively; and

WHEREAS, the project was released for bid on August 21, 2019 with advertisements in the Bakersfield Californian and two local builder's exchanges; and

WHEREAS, a total of five bids were received by the published due date and time of 4:00 p.m. on September 12, 2019 when a public bid opening was conducted by the City Clerk and City Engineer; and

WHEREAS, the bid received from James E. Thompson, Inc., doing business as JTS Construction, was identified as being the apparent low bidder with a base bid of \$360,500.00; and

WHEREAS, the bid received by JTS Construction was reviewed by the City Engineer and determined to be complete and responsive to the request for bid; and

WHEREAS, City Staff determined that the primary funding source Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Grant fund currently has approximately \$210,000.00, and that additional funds would need to be identified to fund the project; and

WHEREAS, the City Engineer has coordinated with JTS Construction and has identified certain design items that can be modified or eliminated to reduce the cost to a level that would allow this project to proceed; and

WHEREAS, change order 01 has been created to facilitate these modifications that will

result in a savings of \$68,996.44; and

WHEREAS, it shall be necessary to allow for a 10% construction contingency of \$36,000.00 (rounded to lowest thousand) to be authorized to be utilized on an as needed basis for change orders or other unforeseen circumstances that may arise during construction; and

WHEREAS, a total project shortfall of \$128,503.56 has been identified that the existing PTMISEA funds cannot pay for; and

WHEREAS, existing LTF-Local Streets and Roads funding has been identified that may be utilized to cover the entire \$128,503.56 shortfall of the project; and

WHEREAS, City Staff will continue to seek additional grant funding that may be able to be used in lieu of LTF funds;

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

1. The recitals above are true and correct and incorporated by this reference.
2. The City Council finds and determines that a Class 1 Categorical Exemption set forth in CEQA Guidelines, Section 15301, applies to this project as the project involves minor additions to existing unimproved land that is currently being utilized as a parking lot. The project involves negligible expansion to existing uses to the lot. The Council further finds this project is also subject to a Class 32 Categorical Exemption as it is an infill site of less than 5 acres within the City's limits, is consistent with the City's plans, the project site has no value as habitat, approval would not result in any significant effects, and the site can be adequately served by all requires utilities and public services. Furthermore, none of the exceptions set forth in the CEQA Guidelines Section 15300.2 apply to this project.
3. The City Council accepts the bid received by JTS Construction as being complete and responsive.
4. The City Council of the City of Arvin does hereby award the construction contract to James E. Thompson, Inc, dba JTS Construction, in the total amount of \$360,500.00, subject to a change order in a reduction thereto in the amount of \$68,996.44, for the Park N Ride project. Said agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to the staff report for this item, shall be subject to review and approval as to legal form by the City Attorney, and the Mayor shall be authorized to execute the same on behalf of the City of Arvin.
5. A total of \$36,000.00 is allocated as a contingency fund to be used during construction for change orders and other unforeseen circumstances that may arise and authorizes the City Manager to approve change orders up to the limits provided for in the construction contract

6. Change Order 01 is approved for a total savings of \$68,996.44 and authorizes the City Manager to execute said change order.
7. The \$210,000.00 balance of PTMISEA funds and an additional \$128,503.56 in LTF funds are obligated to pay for the construction, materials testing, and construction staking of the project.

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 8th day of October, 2019 by the following vote:

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

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

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

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF ARVIN AND
JAMES E. THOMPSON, INC., DBA JTS CONSTRUCTION**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2019 (“Effective Date”) by and between the City of Arvin, a California municipal corporation (“City”) and James E. Thompson, Inc., dba JTS Construction (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

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

purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Bid Documents.

The Scope of Work shall include the “General Provisions”, “Special Provisions”, Engineered Drawings, “General Specifications”, and “Technical Specifications” in the bid documents for the project entitled PARK AND RIDE PROJECT including any documents or exhibits referenced therein. The Engineered Drawings, “General Specifications”, and “Technical Specifications” shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Compliance with California Labor Law.

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

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

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

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

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

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

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

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

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

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for

such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay the subcontractor's workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

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

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

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work,

Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Protection and Care of Work and Materials.

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

1.8 Warranty.

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

correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

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

1.10 Additional Work and Change Orders.

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

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

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

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

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

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used;

type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

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

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

1.11 Special Requirements.

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

1.12 Trenching and Excavation.

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

permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Three Hundred Sixty Thousand Five Hundred Dollars (\$360,500.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in

compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid, subject to the Schedule of Compensation (Exhibit "C"), within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Notwithstanding, if the work is being funded by grant or other funding administered by a third party outside the control of the City, such as the County of Kern, Contractor acknowledges and agrees this may increase processing time for payment, and no payment of interest shall accrue if the City has used reasonable efforts to cause the Contractor to be paid within thirty (30) days.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in

writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

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

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

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

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the

services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

“CANCELLATION:

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

Contractor’s Authorized Initials _____

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Labor Bonds.

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

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

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

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

5.6 Sufficiency of Insurer or Surety.

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

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor unless otherwise required by Section 22300. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor unless otherwise required by Section

22300. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

5.8 Release of Securities.

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

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the work has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services

contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes and Claims.

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

(b) Public Contract Code Sec. 9204 Claims Procedure (AB 626). AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for the filing of claims by a contractor, or by a contractor on behalf of a subcontractor, on any public works project effective January 1, 2017. The parties shall comply with the provisions of Public Resources Code Section 9204, which are fully set forth in Exhibit "E."

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of **one thousand dollars (\$1,000.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate

such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any

corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Additionally, Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. Further, should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement in violation of the law, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor’s Authorized Initials _____

9.7 Authority to Act on Behalf of Entity.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF ARVIN, a municipal corporation

Jose Gurrola, Mayor

ATTEST:

Cecilia Vela , City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon Chaffin, City Attorney

CONTRACTOR:

*By: _____
Name:
Title:

*By: _____
Name:
Title:

Address: _____

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

Attachment: Agreement (Award of Park and Ride Project Contract to JTS Construction, and finding CEQA Categorical Exemption)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> TITLE(S) <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____

SIGNER IS REPRESENTING:

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

EXHIBIT "A"

SCOPE OF WORK

I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the "General Provisions", "Special Provisions", Engineered Drawings, General Specifications" and "Technical Specifications" included in the bid documents for the project entitled PARK AND RIDE PROJECT, including any documents or exhibits referenced therein.

II. Project Description:

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

The work shall consist of site grading and selective demolition for construction of a new park and ride facility consisting of new asphalt and concrete pavement, sidewalks curbs and gutters, landscaping and irrigation, and electrical improvements.

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

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

III. Contractor's work shall also conform to all of the standards and specifications adopted by reference only within the "General Provisions", "Special Provisions", Engineered Drawings,"General Specifications", "Technical Specifications", and agreement with the City.

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

List of Construction Drawings

1. COVER SHEET AND GENERAL NOTES
 2. DEMOLITON PLAN
 3. GRADING PLAN
 4. CONSTRUCTION DETAILS
 5. CONSTRUCTION DETAILS
 6. EROSION AND SEDIMENT CONTROL
 7. BEST MANAGEMENT PRACTICES
 8. ELECTRICAL GENERAL NOTES, LEGEND & DETAILS
 9. ELECTRICAL SITE PLAN
 10. LANDSCAPE SITE PLAN
 11. LANDSCAPE IRRIGATION PLAN
 12. IRRIGATION DETAILS
 13. LANDSCAPE PLANTING PLAN
- V.** Contractors shall have on file a minimum of one (1) set of Construction Drawings upon which Contractor shall record all variations between the work as built and as originally shown on the Construction Drawings or as otherwise required under this Agreement (“Record Drawings”). Record Drawings must be kept at the work site and be accessible at all times during the construction periods and shall be delivered to the City Engineer within thirty (30) days after completion of the work.
- VI.** Contractor shall update the schedule on a monthly basis, showing progress on each activity or task. After each monthly update, the Contractor shall submit to the City one (1) print of the last accepted Construction Schedule, marked up in red in accordance with the monthly review.
- VII.** All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT “B”**SPECIAL REQUIREMENTS**

1. Contractor shall provide the following additional documents(s) during construction:
 - a. Caltrans Exhibit 17-F: Final Report-Utilization Of Disadvantaged Business Enterprises (Dbe) And First-Tier Subcontractors.
2. Contractor shall provide the following additional documents(s) with the bid documents:
 - a. Caltrans Exhibit 15-G: Construction Contract DBE Commitment
3. The following language is incorporated into this Agreement as required for Local Assistance Federal-Aid construction contracts:
 - a. Caltrans Exhibit 12-G: Required Federal-Aid Contract Language available at the following link: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c12/12g.pdf>

EXHIBIT "C"**SCHEDULE OF COMPENSATION**

- I.** Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, incorporated herein by this reference.
- II.** A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.
- III.** Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.
- IV.** The City will compensate Contractor for the work performed upon submission of a valid invoice pursuant to Section 2.4.
- V.** Additional work shall be authorized only by a change order approved by the City Manager or City Council. Line item costs shall be used to determine quantity adjustment changes. Otherwise, markups on such work shall be limited as follows:
 - Labor: 30%
 - Materials: 10%
 - Equipment: 10%

EXHIBIT "D"**SCHEDULE OF PERFORMANCE**

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

PROJECT DURATION: 60 Calendar Days

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

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

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

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

A. Complete project:

III. The Contract Officer may approve extensions for performance of the services in accordance with the General Specifications, Bid Proposal and Contract.

EXHIBIT “E”

PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE

AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project. These new requirements contain burdens for both private contractors and public entities. The text of this new legislation is set forth below:

Public Contract Code § 9204.

Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with [Section 10240](#)) of Chapter 1 of Part 2, Chapter 10 (commencing with [Section 19100](#)) of Part 2, and Article 1.5 (commencing with [Section 20104](#)) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State

University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with [Section 7000](#)) of [Title 7 of Part 3 of the Penal Code](#).

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return

receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time

periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Performance Bond

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

PARK AND RIDE PROJECT

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

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

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

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

Executed in four original counterparts on _____ 20__.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

_____ (telephone number of Surety's agent in
California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

Attachment: Agreement (Award of Park and Ride Project Contract to JTS Construction, and finding CEQA Categorical Exemption)

Payment Bond
(Labor and Material Bond)

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

PARK AND RIDE PROJECT

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

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

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

waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed in four original counterparts on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

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

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

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

Contractor's Certificate Regarding Worker's Compensation

Description of Contract:

**City of Arvin
PARK AND RIDE PROJECT**

Labor Code Section 3700 Provides (in part):

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

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

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

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

Dated: _____, 20__

(Contractor)

By _____

(Official Title)

(SEAL)

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

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

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

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

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

Insurance Endorsement

Description of Contract: **City of Arvin
PARK AND RIDE PROJECT**

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT

It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, volunteers and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above-referenced contract.

The additional premium for this endorsement shall be _____%* of the California Workers' Compensation premium otherwise due on such remuneration.

This endorsement does not increase the Company's total limits of liability.

Named Insured (Contractor) Insurance Company

Street Number Street Number

City and State City and State

By _____
(Company Representative)

(SEE NOTICE ON PAGE 2)

* - Contractor's insurance company to fill in this percentage.

NOTICE:

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

Certificate of Insurance

Description of Contract: **City of Arvin
PARK AND RIDE PROJECT**

Type of Insurance: Liability Insurance

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

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

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

Attachment: Agreement (Award of Park and Ride Project Contract to JTS Construction, and finding CEQA Categorical Exemption)

	D.	Article II. EXCESS AUTOMOBILE LIABILITY	Each <u>Occurrence</u> \$ _____	Article III. Aggregate \$ _____
--	----	--	---------------------------------------	---

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Attachment: Agreement (Award of Park and Ride Project Contract to JTS Construction, and finding CEQA Categorical Exemption)

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

A. GENERAL LIABILITY

- Commercial Form YES__ NO__
- Premises-Operations YES__ NO__
- Explosion and Collapse Hazard YES__ NO__
- Underground YES__ NO__
- Products/Completed Operations..... YES__ NO__
- Contractual Insurance..... YES__ NO__
- Broad Form Property Damage YES__ NO__
- Independent Contractors YES__ NO__
- Personal Injury and Advertising Injury YES__ NO__

B. EXCESS GENERAL LIABILITY

- Following Form YES__ NO__

C. AUTOMOBILE LIABILITY

- Business Auto Form Including Loading and Unloading..... YES__ NO__
- Owned YES__ NO__
- Hired..... YES__ NO__
- Non-Owned YES__ NO__

D. EXCESS AUTOMOBILE LIABILITY

- Following Form..... YES__ NO__

Attachment: Agreement (Award of Park and Ride Project Contract to JTS Construction, and finding CEQA Categorical Exemption)

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

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

The Company will give at least 30 days' written notice to the City and the Engineer/Architect prior to any cancellation of said policies.

Named Insured (Contractor) Insurance Company

Street Number Street Number

City and State City and State

By _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

NOTICE:

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

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

City Of Arvin
 Project: Park and Ride
 Project #: 1901

Date: 10/3/2019
 By: AAO

Bid Tabulation Sheet

Item No.	Quantity	Units	Description	Engineer's Estimate		BOWMAN ASPHALT		GRANITE CONSTRUCTION		GRIFFITH CONSTRUCTION		JTS CONSTRUCTION		PRECISION PAVING	
				Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
1	1	LS	Mobilization, bonds, insurance, permits, security, storm/dust control	\$6,655.00	\$6,655.00	\$21,600.00	\$21,600.00	\$49,700.00	\$49,700.00	\$24,675.00	\$24,675.00	\$19,000.00	\$19,000.00	\$24,890.00	\$24,890.00
2	1	LS	Traffic Control	\$1,500.00	\$1,500.00	\$17,800.00	\$17,800.00	\$2,500.00	\$2,500.00	\$4,840.00	\$4,840.00	\$3,250.00	\$3,250.00	\$4,000.00	\$4,000.00
3	1	LS	Demolition, Site Preparation, Earthwork, Excavation	\$15,000.00	\$15,000.00	\$111,260.00	\$111,260.00	\$49,000.00	\$49,000.00	\$45,895.00	\$45,895.00	\$43,381.00	\$43,381.00	\$59,975.00	\$59,975.00
4	1	LS	Sawcutting	\$2,500.00	\$2,500.00	\$2,447.00	\$2,447.00	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
5	115	TON	3" Asphalt Concrete	\$110.00	\$12,650.00	\$125.00	\$14,375.00	\$200.00	\$23,000.00	\$193.00	\$22,195.00	\$166.00	\$19,090.00	\$190.00	\$21,855.00
6	35	TON	Asphalt Concrete (5" AC over 6" AB)	\$110.00	\$3,850.00	\$135.00	\$4,725.00	\$200.00	\$7,000.00	\$193.00	\$6,755.00	\$320.00	\$11,200.00	\$190.00	\$6,810.00
7	134	CY	Class II Aggregate Base	\$70.00	\$9,380.00	\$11.00	\$14,740.00	\$150.00	\$20,100.00	\$95.00	\$12,730.00	\$150.00	\$20,100.00	\$193.00	\$25,860.00
8	390	LF	6" Curb	\$15.00	\$5,850.00	\$26.00	\$10,140.00	\$55.00	\$21,450.00	\$55.00	\$21,450.00	\$30.00	\$11,700.00	\$45.95	\$17,920.00
9	105	LF	6" Curb with 24" Gutter	\$25.00	\$2,625.00	\$51.00	\$5,355.00	\$75.00	\$7,875.00	\$98.00	\$10,290.00	\$45.00	\$4,725.00	\$60.75	\$6,378.00
10	468	SF	Concrete Cross Gutter	\$9.00	\$4,212.00	\$13.00	\$6,084.00	\$20.00	\$9,360.00	\$21.00	\$9,828.00	\$14.00	\$6,552.00	\$24.10	\$11,220.00
11	268	SF	4" Concrete Sidewalk	\$6.00	\$1,608.00	\$10.00	\$2,680.00	\$15.00	\$4,020.00	\$17.00	\$4,556.00	\$12.50	\$3,350.00	\$14.25	\$3,810.00
12	307	SF	6" Concrete Driveway	\$9.00	\$2,763.00	\$10.00	\$3,070.00	\$20.00	\$6,140.00	\$21.00	\$6,447.00	\$16.00	\$4,912.00	\$14.45	\$4,440.00
13	3	EA	Access Ramp	\$2,500.00	\$7,500.00	\$2,200.00	\$6,600.00	\$1,500.00	\$4,500.00	\$2,400.00	\$7,200.00	\$1,800.00	\$5,400.00	\$1,645.00	\$4,935.00
14	1	LS	CMU Trash Enclosure With Gates	\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00	\$17,300.00	\$17,300.00	\$25,000.00	\$25,000.00	\$16,395.00	\$16,395.00
15	3	EA	Parking Lot Signage	\$3,000.00	\$9,000.00	\$350.00	\$1,050.00	\$1,000.00	\$3,000.00	\$350.00	\$1,050.00	\$565.00	\$1,695.00	\$500.00	\$1,500.00
16	1	LS	Parking Lot Striping	\$6,500.00	\$6,500.00	\$5,830.00	\$5,830.00	\$10,000.00	\$10,000.00	\$5,830.00	\$5,830.00	\$9,530.00	\$9,530.00	\$8,350.00	\$8,350.00
17	1	EA	2'x2' Storm Drain Catch Basin and Dry Well	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00
18	1	EA	Bike Rack with 4" Concrete Pad	\$4,500.00	\$4,500.00	\$3,925.00	\$3,925.00	\$2,500.00	\$2,500.00	\$3,600.00	\$3,600.00	\$2,800.00	\$2,800.00	\$2,475.00	\$2,475.00
19	391	LF	Wrought Iron Fence and Concrete Mow Strip	\$55.00	\$21,505.00	\$150.00	\$58,650.00	\$100.00	\$39,100.00	\$180.00	\$70,380.00	\$115.00	\$44,965.00	\$184.48	\$72,110.00
20	1	LS	Landscaping and Irrigation - Park and Ride	\$22,800.00	\$22,800.00	\$28,353.00	\$28,353.00	\$30,000.00	\$30,000.00	\$59,900.00	\$59,900.00	\$32,000.00	\$32,000.00	\$41,000.00	\$41,000.00
21	2	EA	Parking Area Lights	\$3,500.00	\$7,000.00	\$10,500.00	\$21,000.00	\$20,000.00	\$40,000.00	\$9,200.00	\$18,400.00	\$12,700.00	\$25,400.00	\$11,550.00	\$23,100.00
22	180	LF	3" Video Surveillance Conduits and Conductor	\$28.00	\$5,040.00	\$22.00	\$3,960.00	\$40.00	\$7,200.00	\$15.00	\$2,700.00	\$30.00	\$5,400.00	\$50.00	\$9,000.00
23	180	LF	2" Electrical Conduits and Conductor	\$28.00	\$5,040.00	\$18.00	\$3,240.00	\$50.00	\$9,000.00	\$109.00	\$19,620.00	\$95.00	\$17,100.00	\$45.80	\$8,244.00
24	2	EA	Light Mounted Surveillance Cameras	\$1,200.00	\$2,400.00	\$1,750.00	\$3,500.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$3,600.00	\$7,200.00	\$1,500.00	\$3,000.00
25	1	LS	Connection to PG&E Panel	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00	\$26,000.00	\$26,000.00	\$9,000.00	\$9,000.00	\$7,150.00	\$7,150.00
26	1	LS	PG&E Connection to Meter	\$15,000.00	\$15,000.00	\$10,350.00	\$10,350.00	\$15,000.00	\$15,000.00	\$27,500.00	\$27,500.00	\$4,000.00	\$4,000.00	\$3,850.00	\$3,850.00
27	1	LS	PG&E Transformer and Concrete Pad	\$25,000.00	\$25,000.00	\$5,500.00	\$5,500.00	\$15,000.00	\$15,000.00	\$11,750.00	\$11,750.00	\$7,500.00	\$7,500.00	\$11,390.00	\$11,390.00
28	11	EA	Bollards	\$1,200.00	\$13,200.00	\$1,000.00	\$11,000.00	\$1,000.00	\$11,000.00	\$380.00	\$4,180.00	\$750.00	\$8,250.00	\$500.00	\$5,500.00
Base Bid Total:				\$243,078.00	\$413,234.00			\$433,945.00	\$458,471.00			\$360,500.00		\$413,060.00	
Additive Alternate No. 1 - Planning Department Landscaping															
29	1	LS	Landscaping and Irrigation - Planning Department	\$20,100.00	\$20,100.00	\$19,395.00	\$19,395.00	\$20,000.00	\$20,000.00	\$26,800.00	\$26,800.00	\$22,000.00	\$22,000.00	\$58,000.00	\$58,000.00
Additive Alternate No 1 Total				\$20,100.00	\$19,395.00			\$20,000.00	\$26,800.00			\$22,000.00		\$58,000.00	
TOTAL BASE BID + ADDITIVE ALTERNATE				\$263,178.00	\$432,629.00			\$453,945.00	\$485,271.00			\$382,500.00		\$471,060.00	

Attachment: Bid Comparisons (Award of Park and Ride Project Contract to JTS Construction, and finding



CONSTRUCTION CHANGE ORDER FORM

Change Order No. 01

Date of Issuance:		Effective Date:	When signed by City Manager
Owner:	City of Arvin	Owner's Contract No.:	
Contractor:	JTS Construction	Contractor's Project No.:	
Engineer:	DeWalt Corporation	Engineer's Project No.:	18-027
Project:	Park and Ride	City's Project No.:	1901

The Contract is modified as described below, upon execution of this Change Order:

A detailed line item accounting of this change order is on the attached continuation sheet. The changes made to the contract are generally as follows: reduction in mobilization costs, pavement demolition reduction, additional asphalt within the parking lot, additional asphalt within the alley, additional aggregate base rock, removal of concrete cross-gutter, modifications to CMU trash enclosure, removal of concrete mow strip for wrought iron fence, elimination of line item 22, and additional bollards.

The net effect is a reduction of the \$360,500.00 base bid by \$68,996.44. Line items shall be modified accordingly with the current pay period pay application.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TERMS
Original Contract Price: \$ \$ 360,500.00	Original Contract Times: Substantial Completion: 60 calendar days Ready for Final Payment: 60 calendar days <i>days or dates</i>
Unchanged from previously approved Change Orders No. 0 to 0. \$ \$0.00	Unchanged from previously approved Change Order No. 0 to No. 0: Substantial Completion: 0 calendar days Ready for Final Payment: 0 calendar days <i>days or dates</i>
Contract Price prior to this Change Order: \$ \$ 360,500.00	Contract Times prior to this Change Order: Substantial Completion: 60 calendar days Ready for Final Payment: 60 calendar days <i>days or dates</i>
Decrease of this Change Order: \$ -\$68,996.44	Unchanged of this Change Order: Substantial Completion: 0 calendar days Ready for Final Payment: 0 calendar days <i>days or dates</i>
Contract Price \$ \$ 291,503.56	Contract Times with all approved Change Orders: Substantial Completion: 60 calendar days Ready for Final Payment: 60 calendar days <i>days or dates</i>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ <i>Engineer (if required)</i>	By: _____ <i>Owner (Authorized Signature)</i>	By: _____ <i>Contractor (Authorized Signature)</i>
Title: City Engineer	Title: City Manager	Title: Project Manager
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)
By: NOT APPLICABLE
Title: _____

Attachment: 1901-CO01 (Award of Park and Ride Project Contract to JTS Construction, and finding CEQA Categorical Exemption)



**CONSTRUCTION CHANGE ORDER FORM
CONTINUATION SHEET**

Change Order No. 01

Date of Issuance:		Effective Date:	When signed by City Manager
Owner:	City of Arvin	Owner's Contract No.:	
Contractor:	JTS Construction	Contractor's Project No.:	
Engineer:	DeWalt Corporation	Engineer's Project No.:	18-027
Project:	Park and Ride	City's Project No.:	1901

Item	Description and attachments	Amount
1	Line item 1: Reduction in mobilization and other associated costs to reflect overall scope reductions detailed below.	-\$3,500.00
2	Line item 3: Reduction in cost associated with asphalt demolition. Reference attached modified plan C2.	-\$3,500.00
3	Line item 4: Reduction in total saw cutting limits. Reference attached modified plan C2.	-\$100.00
3	Line item 5: Addition of 6 tons of asphalt at \$166 per ton within the parking lot where new cross-gutter will not be installed. Reference attached modified plan C3.	\$996.00
4	Line item 6: 1 less ton of asphalt at \$320 per ton within alley. Reference attached modified plan C3.	-\$320.00
	Line item 7: 5 additional cubic yards of aggregate base rock at \$150 per CY. Reference attached modified plan C3.	\$750.00
5	Line item 10: Eliminate all new cross-gutter within project. Reference attached modified plan C3.	-\$6,552.00
6	Line item 14: Modification to CMU trash enclosure. Remove CMU rebar, CMU, gates, and concrete apron. Construct the concrete pad with curb only. Pad to shift approximately 17 feet to the west. Reference attached modified plan C3.	-\$19,500.00
7	Line item 19: Eliminate concrete mow strip for a total savings of \$7,500.00. Add 17 LF of wrought iron fence around perimeter of trash pad for total of 408 LF. Revised line item price shall be \$95.82 per LF. Reference attached modified plan C3.	-\$5,870.44
8	Line item 20: Eliminate landscaping and irrigation from project. Reference attached modified plan C3.	-\$32,000.00
9	Line item 22: Eliminate this item as it is redundant resulting in the same scope outcome as line item 24.	-\$5,400.00
10	Line item 28: Add 8 bollards at \$750 per bollard to protect future charging stations. Reference attached modified plan C3.	\$6,000.00
TOTAL CHANGE ORDER DEDUCT		-\$68,996.44

Attachment: 1901-CO01 (Award of Park and Ride Project Contract to JTS Construction, and finding CEQA Categorical Exemption)