



336 Pacific Avenue, Shafter, CA 93263
Meeting Held In-Person and Via Zoom and Livestream on YouTube.

**AGENDA
REGULAR MEETING
SHAFTER CITY COUNCIL
TUESDAY, JUNE 3, 2025**

NOTICE TO THE PUBLIC:

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 336 Pacific Avenue, Shafter CA. In addition, such documents will be posted on the City's website at www.shafter.com.

CALL TO ORDER: 6:00 PM

ROLL CALL: Mayor Givens
Mayor Pro Tem Olvera
Council Member Alvarado
Council Member Espinoza
Council Member Prout

PLEDGE OF ALLEGIANCE: Council Member Espinoza

INVOCATION: Council Member Alvarado

APPROVAL OF AGENDA:

PRESENTATION:

1. Maple Elementary Track Team Recognition

PUBLIC COMMENT:

Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited to speak from the podium and address the City Council. Speakers are limited to five minutes unless additional time is needed for translation. Please state your name and address for the record before making your presentation.

COUNCIL ANNOUNCEMENTS AND REPORTS:

On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. Council Members may ask a question for clarification, make a referral to staff, or take action to have staff place a matter of business on a future agenda. No formal action by the Council will be taken unless an item is identified on the Agenda.

CONSENT CALENDAR:

All items on the consent calendar are considered routine and non-controversial by staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.

1. Approve Payroll: May 16, 2025, May 22, 2025, May 30, 2025.
2. Approve General Checks: May 27, 2025, May 29, 2025.
3. Approval of Minutes: March 18, 2025, April 1, 2025, April 28, 2025.
4. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; and accept the Treasurer’s Report for March 2025.
5. Approve Special Event Permit: Shafter 3rd of July Celebration.
6. Council find the requested action is not defined as a “project” under Section 15378(b)(4) of the CEQA Guidelines; approve the final construction documents prepared by Provost & Pritchard Consulting Group; and authorize City Staff to proceed with formal bidding procedures for the Chess Garden Project at the Shafter Library & Learning Center.
7. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve the purchase of the RADAR messaging trailer from Flock Safety for \$30,250.
8. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; adopt Resolution 3020, a Resolution of the City Council of the City of Shafter, California, Authorizing the Federal Funding Under FTA Section 5311 (49 U.S.C. Section 5311) with the California Department of Transportation for Fiscal Year 2025-2026
9. Council find the action is exempt from the California Environmental Quality Act (CEQA) because it is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; and authorize the City Manager to convert the Social Media Relations Assistant Position to Full-Time within the Community Engagement Department.
10. Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; approve the cancellation of the regularly scheduled City Council meeting of July 1, 2025.
11. Council find action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and adopt the City of Shafter Employee Bi-Weekly Pay Schedule, effective May 6, 2025.

PUBLIC HEARINGS:

Should anyone challenge any proposed action which is the subject of a public hearing listed on this agenda, that person challenging any action taken after the public hearing may be limited to raising only those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

1. **TENTATIVE TRACT MAP NO. 7463:** City Council find the action already complied with the California Environmental Quality Act; approve Tentative Tract No. 7463, proposing to subdivide 181.44 gross acres into 578 lots, subject to the recommended conditions of approval.

ROLL CALL

MANAGEMENT REPORT:

1. **BIDDING AND PROCUREMENT PROCEDURES UPDATE ORDINANCE ADOPTION:** Council find the action is not defined as a "project" per Section 15378(b)(2) of the CEQA Guidelines; waive further reading, read by title only, and introduce Ordinance 768, An Ordinance of the City Council of the City Of Shafter, California, Amending and Restating Chapter 2.68 of the Shafter Municipal Code relating to the City's Purchasing and Public Bidding Procedures.

ROLL CALL

2. **SANTA FE WAY RESURFACING PROJECT CONSTRUCTION (CIP PROJECT NO. ST00035) AWARD:** Council find the action is exempt from the California Environmental Quality Act; accept four (4) bids received for the 2025 Santa Fe Way Pavement Improvement Project (CIP #ST00035); and authorize the Public Works Director to issue a notice of award and notice to proceed for said project to Bowman Asphalt in an amount up to \$2,000,000.

ROLL CALL

3. **REAL PROPERTY FOR RIGHT-OF-WAY PURPOSES FOR THE HIGHWAY 43 AND SANTA FE WAY ROUNDABOUT PURCHASE:** Council find the action is not defined as a "project" per section 15378(b)(4) of the CEQA Guidelines; authorize purchase of property with APN 089-150-01 for public street right-of-way for the roundabout project at Highway 43 and Santa Fe Way in the amount not to exceed \$210,000.

ROLL CALL

CITY MANAGER COMMENTS AND REPORTS:

DEPARTMENT DIRECTOR COMMENTS AND REPORTS:

RECESS:

CLOSED SESSION:

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** Pursuant to California Government Code, Section 54956.9(a). Name of Case: California Department of Tax and Fee Administration Petitions of the Cities of Alameda, et al (Williams-Sonoma DTC, Inc. Case IDs: 757063, 284-450, 20127075.

ADJOURNMENT:

Pursuant to the Americans with Disabilities Act, if you need special assistance to participate in a City Council Meeting, please contact the City Clerk at (661) 746-5000 at least three (3) days prior to the meeting or time the special services are needed to allow City staff in making reasonable arrangements to provide you with access to the

meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection in the City Clerk's Office at Shafter City Hall, 336 Pacific Ave., Shafter, CA 93263. This is to certify that this Agenda notice was posted at City Hall and Police Dept. by 5:00 p.m., May 30, 2025. Yazmina Pallares, S/S, City Clerk

REMOTE PUBLIC PARTICIPATION IS ALLOWED IN THE FOLLOWING WAYS, SEE BELOW FOR INSTRUCTIONS.

1. You are strongly encouraged to observe the City Council meetings live via YouTube <https://www.youtube.com/user/CityofShafter/>
2. If you wish to make a comment on a specific agenda item or public comment, please submit your comment via email by **6:00 PM on June 3, 2025** to the City Clerk at CityClerk@shafter.com
3. If you wish to make a written comment to the City Clerk, 336 Pacific Avenue, Shafter, CA 93263.
4. If you wish to make a comment during the live meeting, callers must first register with the City Clerk at 661-746-5012 before the meeting begins to receive instructions and the call- in number and code. Please call by 5:00pm on the Monday prior to the City Council meeting to allow ample time for sign up. You will need to provide your name, phone number and the item number you wish to address.
5. All public comments are provided to the City Council and applicable Staff, for review and consideration by the Board prior to taking action on any matters listed on the agenda and are incorporated into the official record of the City Council meeting.



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Julissa Pelayo

Maple Elementary School Track Team

Valley Youth Track Champion
Bantam Girls Long Jump

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Eli Gomez

Maple Elementary School Track Team

2nd Place Midget Division - 1500m
4th Place Midget Division - 4x400m Relay
5th Place in Midget Division - 800m

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Sheyla Rodriguez

Maple Elementary School Track Team

3rd Place Youth Girls Division - 4x400m Relay
3rd Place Youth Girls Division - 4x800m Relay
3rd Place Youth Girls Division - 800m

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Josiah Salcido

Maple Elementary School Track Team

3rd Place Youth Boys Division - 3200m Relay
4th Place Youth Boys Division - 4x400m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

David Espinoza

Maple Elementary School Track Team

3rd Place Youth Boys Division - 3200m Relay
4th Place Youth Boys Division - 4x400m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Zander Wheeler

Maple Elementary School Track Team

3rd Place Youth Boys Division - 3200m Relay
4th Place Youth Boys Division - 4x400m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Mia Martin

Maple Elementary School Track Team

3rd Place Youth Girls Division - 4x400m Relay

3rd Place Youth Girls Division - 4x800m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Joscelyn Pelayo

Maple Elementary School Track Team

3rd Place Youth Girls Division - 4x400m Relay

3rd Place Youth Girls Division - 4x800m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Ashley Lopez

Maple Elementary School Track Team

3rd Place Youth Girls Division - 4x400m Relay
3rd Place Youth Girls Division - 4x800m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Avery Rodriguez

Maple Elementary School Track Team

3rd Place Youth Girls Division - High Jump

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Ryan Sisneros

Maple Elementary School Track Team
4th Place Midget Division - 4x400m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Nehemiah Salcido

Maple Elementary School Track Team
4th Place Midget Division - 4x400m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Fabian Gallardo

Maple Elementary School Track Team
4th Place Midget Division - 4x400m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Giannie Aguilar

Maple Elementary School Track Team
3rd Place Youth Boys Division - 4x3200m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Gabe Bailey

Maple Elementary School Track Team
4th Place Youth Boys Division - 4x400m Relay

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Rocky Salcido, Coach

Maple Elementary School Track Team

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Adriana Coca, Coach

Maple Elementary School Track Team

June 3, 2025

Chad Givens, Mayor



CERTIFICATE *of* RECOGNITION

The City Council of the City of Shafter
hereby recognizes

Colby Miller, Coach

Maple Elementary School Track Team

June 3, 2025

Chad Givens, Mayor

City of Shafter

DETAIL PROOF - FINAL REPORT

Pay Period 04/26/25 To 05/09/25

WARRANT: 051625 PAYROLL TYPE: BIWEEKLY

CHECK DATE: 05/16/2025

Earnings-Deductions Proof Summaries

Total: 569,829.58 244,765.05

Total Females:	60	Gross Pay:	175,301.60
Total Males:	88	Gross Pay:	395,921.53
Total Employees:	148	Gross Pay:	571,223.13

Total Pre-Notes: 0

Available Cash Balance after payroll: -11,635,240.53

Total Cash Requirements:

Total Employee Checks:	0.00
Total Employee ACH Transactions:	380,511.68
Total Vendor Checks this payroll:	0.00
Total Vendor Checks other payrolls:	0.00
Total Vendor Electronic Transfers this payroll:	0.00
Total Vendor Electronic Transfers other payrolls:	0.00
Total Vendor Telephone Transfers this payroll:	0.00
Total Vendor Telephone Transfers other payrolls:	0.00

Total Cash Required: 380,511.68

Payments to be Processed:

Total Telephone Transfers: 0.00

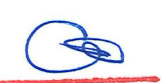
Remaining Payroll Liabilities:

Total Employee/Employer (Check type = No check):	34,630.47
Total Pay Escrow:	0.00
Total Escrow Balance:	0.00
Total Invoices this payroll:	399,452.48
Total Invoices other payrolls:	123,216.74
Total Checks/Invoices/EFT/Telephone transfers this payroll (deferred):	0.00
Total Checks/Invoices/EFT/Telephone transfers other payrolls (deferred):	0.00

Total Liabilities: 557,299.69

** END OF REPORT - Generated by Lety Lara **

APPROVED BY:

City of Shafter

DETAIL PROOF - FINAL REPORT

Pay Period 05/22/25 To 05/22/25

WARRANT: 052225 PAYROLL TYPE: MISC

CHECK DATE: 05/22/2025

Earnings-Deductions Proof Summaries

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED CALC
1000	FICA	155.00	155.00	310.00	2,500.00 x 12.40% =	310.00
1100	MEDICARE	36.25	36.25	72.50	2,500.00 x 2.90% =	72.50
3000	FIT	550.00	0.00	550.00	2,500.00	
4000	SIT	165.00	0.00	165.00	2,500.00	
8300	CA SDI	30.00	0.00	30.00	2,500.00	
8310	CA UI	0.00	40.00	40.00	2,500.00	
9999	DIRECT DEP	1,563.75	0.00	1,563.75	2,500.00	

Total: 2,500.00 231.25

Total Females:	1	Gross Pay:	2,500.00
Total Males:		Gross Pay:	0.00
Total Employees:	1	Gross Pay:	2,500.00

Total Pre-Notes: 0

Available Cash Balance after payroll: -11,636,804.28

Total Cash Requirements:

Total Employee Checks:	0.00
Total Employee ACH Transactions:	1,563.75
Total Vendor Checks this payroll:	0.00
Total Vendor Checks other payrolls:	0.00
Total Vendor Electronic Transfers this payroll:	0.00
Total Vendor Electronic Transfers other payrolls:	0.00
Total Vendor Telephone Transfers this payroll:	0.00
Total Vendor Telephone Transfers other payrolls:	0.00

Total Cash Required: 1,563.75

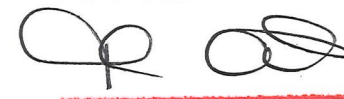
Payments to be Processed:

Total Telephone Transfers: 0.00

Remaining Payroll Liabilities:

Total Employee/Employer (Check type = No check):	0.00
Total Pay Escrow:	0.00
Total Escrow Balance:	0.00
Total Invoices this payroll:	1,167.50
Total Invoices other payrolls:	0.00
Total Checks/Invoices/EFT/Telephone transfers this payroll (deferred):	0.00
Total Checks/Invoices/EFT/Telephone transfers	

APPROVED BY:



City of Shafter

DETAIL PROOF - FINAL REPORT

Pay Period 05/10/25 To 05/23/25

WARRANT: 053025 PAYROLL TYPE: BIWEEKLY

CHECK DATE: 05/30/2025

Earnings-Deductions Proof Summaries

Total Pre-Notes: 0

Available Cash Balance after payroll: -12,502,519.95

Total Cash Requirements:

Total Employee Checks:	0.00
Total Employee ACH Transactions:	379,090.75
Total Vendor Checks this payroll:	0.00
Total Vendor Checks other payrolls:	0.00
Total Vendor Electronic Transfers this payroll:	0.00
Total Vendor Electronic Transfers other payrolls:	0.00
Total Vendor Telephone Transfers this payroll:	0.00
Total Vendor Telephone Transfers other payrolls:	0.00

Total Cash Required: 379,090.75

Payments to be Processed:

Total Telephone Transfers: 0.00

Remaining Payroll Liabilities:

Total Employee/Employer (Check type = No check):	33,389.26
Total Pay Escrow:	0.00
Total Escrow Balance:	0.00
Total Invoices this payroll:	275,874.80
Total Invoices other payrolls:	0.00
Total Checks/Invoices/EFT/Telephone transfers this payroll (deferred):	0.00
Total checks/Invoices/EFT/Telephone transfers other payrolls (deferred):	0.00

Total Liabilities: 309,264.06

** END OF REPORT - Generated by Lety Lara **

APPROVED BY:



City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

Cash10755
VOUCHER INVOICE INV DATE PO WARRANT NET

				DOCUMENT	INVOICE DTL DESC			
79	05/27/2025 EFT	14359 BUSINESS SOLVER	66456 MED 06/25	64746	05/16/2025	052725	221,842.00	
Invoice: MED 06/25					warrant 051625	JUNE 2025 PREMIUMS		
	215,838.00	0100-00-000-00-00-205132-				Health Insurance Payable		
	961.00	0100-10-140-10-00-500800-CHNGS				Health Insurance		
	804.00	0100-10-110-03-00-500700-				OPEB - Health Insurance		
	2,228.00	0100-20-200-14-00-500700-				OPEB - Health Insurance		
	60.33	5002-40-400-20-00-500700-				OPEB - Health Insurance		
	60.33	5000-40-400-21-00-500700-				OPEB - Health Insurance		
	1,407.70	0100-40-400-19-02-500700-				OPEB - Health Insurance		
	80.44	5006-40-400-23-00-500700-				OPEB - Health Insurance		
	402.20	0100-30-400-25-00-500700-				OPEB - Health Insurance		
					CHECK	79 TOTAL:	221,842.00	
80	05/27/2025 EFT	876 FIRE RISK MANAGEMENT	66451 DENTAL/VISION 06/25	64741	05/16/2025	052725	15,774.28	
Invoice: DENTAL/VISION 06/25					warrant 051625	JUNE 2025 PREMIUMS		
	12,634.64	0100-00-000-00-00-205133-				Dental Insurance Payable		
	141.27	0100-10-140-10-00-500801-CHNGS				Dental Insurance		
	51.47	0100-10-110-03-00-500700-				OPEB - Health Insurance		
	2.95	5002-40-400-20-00-500700-				OPEB - Health Insurance		
	2.95	5000-40-400-21-00-500700-				OPEB - Health Insurance		
	68.94	0100-40-400-19-02-500700-				OPEB - Health Insurance		
	3.94	5006-40-400-23-00-500700-				OPEB - Health Insurance		
	19.70	0100-30-400-25-00-500700-				OPEB - Health Insurance		
	174.02	0100-20-200-14-00-500700-				OPEB - Health Insurance		
	2,627.00	0100-00-000-00-00-205135-				Vision Insurance Payable		
	-1.97	0100-10-140-10-00-500802-CHNGS				Vision Insurance		
	7.92	0100-10-110-03-00-500700-				OPEB - Health Insurance		
	.48	5002-40-400-20-00-500700-				OPEB - Health Insurance		
	.48	5000-40-400-21-00-500700-				OPEB - Health Insurance		
	11.11	0100-40-400-19-02-500700-				OPEB - Health Insurance		
	.64	5006-40-400-23-00-500700-				OPEB - Health Insurance		
	3.18	0100-30-400-25-00-500700-				OPEB - Health Insurance		
	25.56	0100-20-200-14-00-500700-				OPEB - Health Insurance		
					CHECK	80 TOTAL:	15,774.28	
81	05/27/2025 EFT	45 WAGEWORKS, INC	66447 64737		05/16/2025	052725	1,737.95	
Invoice: 64737					warrant 051625	MEDICAL		
	1,737.95	0100-00-000-00-00-205150-				Unreimbursed Medical Payable		
					CHECK	81 TOTAL:	1,737.95	
82	05/27/2025 EFT	15101 WEX BANK - ACCOUNT 0	66631 NOINV 5/05/25	64920	05/05/2025	052725	40.00	
Invoice: NOINV 5/05/25					POLICE-Fuel #290			

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT	INVOICE DTL DESC			
					40.00 0100-20-200-14-00-510302-	Vehicle Operations - Fuel			
						CHECK	82	TOTAL:	40.00
1683	04/24/2025	WIRE	936 PUBLIC EMPL RETIREME	65869	100000017875242	04/24/2025		052725	10,426.58
					64172				
Invoice: 100000017875242					3069- UNFUNDED ACCRUED LIABILITY				
551.09 0100-10-120-05-00-500613-					UAL 3069 Misc. Classic				
354.64 0100-10-135-09-00-500613-					UAL 3069 Misc. Classic				
354.64 0100-10-135-11-00-500613-					UAL 3069 Misc. Classic				
559.74 0100-10-140-10-00-500613-					UAL 3069 Misc. Classic				
1.47 0100-10-140-10-00-500613-					UAL 3069 Misc. Classic				
780.08 0100-10-405-26-00-500613-					UAL 3069 Misc. Classic				
1,264.72 0100-20-200-14-00-500613-					UAL 3069 Misc. Classic				
129.99 0100-20-200-14-00-500613-					UAL 3069 Misc. Classic				
446.86 0100-30-300-04-00-500613-					UAL 3069 Misc. Classic				
148.95 0100-30-300-04-60-500613-					UAL 3069 Misc. Classic				
74.48 0100-30-300-04-61-500613-					UAL 3069 Misc. Classic				
74.48 0100-30-300-75-51-500613-					UAL 3069 Misc. Classic				
751.29 0100-30-400-25-00-500613-					UAL 3069 Misc. Classic				
15.03 0100-30-400-25-00-500613-					UAL 3069 Misc. Classic				
253.06 0100-40-400-18-00-500613-					UAL 3069 Misc. Classic				
1,055.33 0100-40-400-19-02-500613-					UAL 3069 Misc. Classic				
21.17 0100-40-400-19-04-500613-					UAL 3069 Misc. Classic				
846.47 5000-40-400-21-00-500613-					UAL 3069 Misc. Classic				
12.17 5000-40-400-21-00-500613-					UAL 3069 Misc. Classic				
76.50 5001-40-400-22-00-500613-					UAL 3069 Misc. Classic				
1.10 5001-40-400-22-00-500613-					UAL 3069 Misc. Classic				
32.61 5003-40-140-12-00-500613-					UAL 3069 Misc. Classic				
.37 5003-40-140-12-00-500613-					UAL 3069 Misc. Classic				
36.10 5006-40-400-23-00-500613-					UAL 3069 Misc. Classic				
235.35 5101-50-400-24-00-500613-					UAL 3069 Misc. Classic				
366.02 0100-20-200-15-00-500613-					UAL 3069 Misc. Classic				
122.54 0100-20-200-15-00-500613-					UAL 3069 Misc. Classic				
1,819.25 5002-40-400-20-00-500613-					UAL 3069 Misc. Classic				
41.08 5002-40-400-20-00-500613-					UAL 3069 Misc. Classic				
					CHECK	1683	TOTAL:	10,426.58	
1703	05/16/2025	WIRE	17 INTERNAL REVENUE SER	66445	5/16/2025	05/16/2025		052725	136,724.59
					64735				
Invoice: 5/16/2025					warrant 051625 FIT				
51,973.79 0100-00-000-00-00-205120-					Federal Income Tax Payable				
68,686.92 0100-00-000-00-00-205122-					FICA Tax Payable				
16,063.88 0100-00-000-00-00-205123-					Medicare Tax Payable				
					CHECK	1703	TOTAL:	136,724.59	

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
1704	05/16/2025	WIRE	144 ST OF CA EDD	66449 64739	5/16/2025		05/16/2025		052725	27,760.62
Invoice: 5/16/2025				20,743.99	0100-00-000-00-00-205121-	warrant	051625 SIT			
				7,016.63	0100-00-000-00-00-205130-			State Income Tax Payable		
								ST Disability Insur Payable		
						CHECK	1704	TOTAL:		27,760.62
1705	05/22/2025	WIRE	17 INTERNAL REVENUE SER	66566 64856	5/22/2025		05/22/2025		052725	932.50
Invoice: 5/22/2025				550.00	0100-00-000-00-00-205120-	warrant	052225 FIT			
				310.00	0100-00-000-00-00-205122-			Federal Income Tax Payable		
				72.50	0100-00-000-00-00-205123-			FICA Tax Payable		
								Medicare Tax Payable		
						CHECK	1705	TOTAL:		932.50
1706	05/22/2025	WIRE	144 ST OF CA EDD	66567 64857	5/22/2025		05/22/2025		052725	235.00
Invoice: 5/22/2025				165.00	0100-00-000-00-00-205121-	warrant	052225 SIT			
				70.00	0100-00-000-00-00-205130-			State Income Tax Payable		
								ST Disability Insur Payable		
						CHECK	1706	TOTAL:		235.00
1023325	05/27/2025	PRTD	8 #N13786-1 PRINCIPAL	66444 64734	LIFE 06/25		05/16/2025		052725	3,822.49
Invoice: LIFE 06/25				4,158.84	0100-00-000-00-00-205134-	warrant	051625 PREM JUNE 2025			
				-336.35	0100-10-140-10-00-500803-CHNGS			Life Insurance Payable		
								Life Insurance		
						CHECK	1023325	TOTAL:		3,822.49
1023326	05/27/2025	PRTD	202 - 457 ICMA VANTAGEPO	66450 64740	5/16/2025		05/16/2025		052725	10,948.60
Invoice: 5/16/2025				10,948.60	0100-00-000-00-00-205143-	warrant	051625 CONTRIBUTIONS			
								Deferred Compensation Payable		
						CHECK	1023326	TOTAL:		10,948.60
1023327	05/27/2025	PRTD	72 AFLAC	66448 64738	016361		05/16/2025		052725	5,492.19
Invoice: 016361				5,258.16	0100-00-000-00-00-205152-	warrant	051625 125INS CONTRIBUTIONS			
				234.48	0100-00-000-00-00-205153-			Supplemental Insurance Payable		
				-.45	0100-10-140-10-00-510810-			Section 125 Admin Cost Payable		
								Misc Over/Short		

City of Shafter

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CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE	DTL	DESC		
						CHECK	1023327	TOTAL:	5,492.19	
1023328	05/27/2025	PRTD	14652	AMAZON CAPITAL SERVI	66460 64750	1WR1-YTLH-1TVT	05/16/2025		052725	153.09
Invoice: 1WR1-YTLH-1TVT				153.09	5003-40-140-12-00-510001-	TRANSIT CLEANING SUPPLIES COFFEE	Departmental Supplies			
Invoice: 1W6Q-7YDH-7K36				21.21	0100-30-300-04-00-510016-	SLLC Classroom Supplies	Classroom Supplies			
Invoice: 1PKY-CY3R-4QHF				174.77	0100-30-300-04-00-510200-	Cisco Wall Mount Kit/IP Phone	Repairs & Maintenance			
Invoice: 19F1-9X3T-CQ3N				267.38	0100-20-200-14-00-510202-	27 inch Monitor qty.2 - Dispatch	Hardware & Tools			
Invoice: 1RKT-D37Q-96HG				13.92	5103-50-500-29-00-510001-	Drywall Anchors and Screws Assortment Set - Tools	Departmental Supplies			
Invoice: 1NKY-9MX3-FGN6				42.89	0100-20-200-14-13-510202-	Table w/Charging & USB Ports - PD Substation	Hardware & Tools			
Invoice: 19NP-TJXG-FJVP				204.94	5103-50-500-29-00-510001-	TRUE CABLE Cat6 Riser Spool 1000ft	Departmental Supplies			
Invoice: 1XMC-RQWY-JYCC				117.66	5103-50-500-29-00-510001-	Security Camera WD MicroSD Purple 128GB-qty3	Departmental Supplies			
Invoice: 139G-CCHV-XYFC				188.76	0100-30-300-04-00-510001-	Cisco CP-8861 Phone Upgrades Qty.4	Departmental Supplies			
Invoice: 1CWV-TL3D-6NXV						trueCABLE Cat5e shielded Riser 1000ft				

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL	DESC		
	251.99	5103-50-500-29-00-510202-					Hardware & Tools		
				66570 64859	1XF9-FP3H-CJWN	05/21/2025		052725	24.65
Invoice: 1XF9-FP3H-CJWN							SLLC Classroom Supplies		
	24.65	0100-30-300-04-00-510016-					Classroom Supplies		
				66571 64860	1Q9L-H9CJ-7JJK	05/14/2025		052725	42.46
Invoice: 1Q9L-H9CJ-7JJK							SLLC Classroom Supplies		
	42.46	0100-30-300-04-00-510016-					Classroom Supplies		
				66572 64861	1K4Y-6VRF-7QKF	05/14/2025		052725	17.82
Invoice: 1K4Y-6VRF-7QKF							SLLC Dept Supplies		
	17.82	0100-30-300-04-00-510001-					Departmental Supplies		
				66573 64862	1XTK-LTQL-LMFP	05/15/2025		052725	31.59
Invoice: 1XTK-LTQL-LMFP							SLLC Dept Supplies		
	31.59	0100-30-300-04-00-510001-					Departmental Supplies		
				66574 64863	1CT1-6DT1-X3WC	05/16/2025		052725	15.00
Invoice: 1CT1-6DT1-X3WC							SLLC Dept Supplies		
	15.00	0100-30-300-04-00-510001-					Departmental Supplies		
				66596 64885	1QXF-RQMQ-FDY1	05/20/2025		052725	123.32
Invoice: 1QXF-RQMQ-FDY1							WATER - WADERS		
	123.32	5002-40-400-20-00-510001-					Departmental Supplies		
				66597 64886	1LX3-KRVT-TQW6	05/20/2025		052725	41.65
Invoice: 1LX3-KRVT-TQW6							WATER/ENGINEERING - DEPARTMENT SUPPLIES		
	24.39	0100-40-400-18-00-510001-					Departmental Supplies		
	17.26	5002-40-400-20-00-510000-					Office Supplies		
				66651 64939	1C3Q-NQ7Q-WRFQ	05/08/2025		052725	160.86
Invoice: 1C3Q-NQ7Q-WRFQ							POLICE-Night Sights		
	160.86	0100-20-200-14-00-510001-					Departmental Supplies		
				66652 64940	1XGT-XJ7N-MKGT	05/15/2025		052725	97.29
Invoice: 1XGT-XJ7N-MKGT							POLICE-Glock sight		
	97.29	0100-20-200-14-00-510001-					Departmental Supplies		
				66653 64941	1NKX-DJCK-YDQP	05/20/2025		052725	26.80
Invoice: 1NKX-DJCK-YDQP							POLICE-Departmental supplies		
	26.80	0100-20-200-14-00-510001-					Departmental Supplies		

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE DTL	DESC			
				66654 64942	1MTG-9WCM-3GQ6	05/20/2025		052725	10.54
Invoice: 1MTG-9WCM-3GQ6				10.54	0100-20-200-14-00-510001-	POLICE-Departmental supplies		Departmental Supplies	
				66655 64943	1YYG-P769-CW71	05/21/2025		052725	108.03
Invoice: 1YYG-P769-CW71				108.03	0100-20-200-14-00-510001-	POLICE-Departmental supplies		Departmental Supplies	
				66656 64944	1PVW-KXY1-J4QG	05/21/2025		052725	25.72
Invoice: 1PVW-KXY1-J4QG				25.72	0100-20-200-14-00-510001-	POLICE-Departmental supplies		Departmental Supplies	
				66666 64955	1QXF-RQMQ-QLRG	05/22/2025		052725	58.98
Invoice: 1QXF-RQMQ-QLRG				58.98	5002-40-400-20-00-510001-	WATER - WADERS		Departmental Supplies	
				CHECK 1023328 TOTAL:					2,221.32
1023329	05/27/2025	PRTD	12466	AT&T CALNET 3	66658 64946	9391012264 May 25	05/17/2025	052725	2,151.12
Invoice: 9391012264 May 25				1,075.56	0100-20-200-14-00-510701-	POLICE-Fiber voice circuit		Communications	
				1,075.56	5100-50-405-28-90-510701-	Communications		Communications	
				CHECK 1023329 TOTAL:					2,151.12
1023330	05/27/2025	PRTD	7613	CA STATE DISBURSEMEN	66453 64743	20-2041314	05/16/2025	052725	242.30
Invoice: 20-2041314				242.30	0100-00-000-00-00-205141-	GARNISHMENT # 20-2041314		Garnishments Payable	
				CHECK 1023330 TOTAL:					242.30
1023331	05/27/2025	PRTD	7613	CA STATE DISBURSEMEN	66454 64744	20-1412669	05/16/2025	052725	300.00
Invoice: 20-1412669				300.00	0100-00-000-00-00-205141-	GARNISHMENT # 20-1412669		Garnishments Payable	
				CHECK 1023331 TOTAL:					300.00
1023332	05/27/2025	PRTD	1345	JEFFRIES BROS., INC	66621 64910	170368CT	04/30/2025	20250330 052725	10,629.51
Invoice: 170368CT				FUEL CHARGES APRIL 2025					

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Cash10755

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
DOCUMENT				INVOICE DTL DESC					
				442.77	0100-10-405-26-00-510302-			Vehicle Operations - Fuel	
				263.18	0100-10-405-27-00-510302-			Vehicle Operations - Fuel	
				41.42	0100-20-200-14-00-510302-			Vehicle Operations - Fuel	
				1,290.11	0100-40-400-18-00-510302-			Vehicle Operations - Fuel	
				2,012.68	0100-40-400-19-02-510302-			Vehicle Operations - Fuel	
				467.61	0100-40-400-19-04-510302-			Vehicle Operations - Fuel	
				2,641.75	0100-30-400-25-00-510302-			Vehicle Operations - Fuel	
				623.45	5000-40-400-21-00-510302-			Vehicle Operations - Fuel	
				2,655.37	5002-40-400-20-00-510302-			Vehicle Operations - Fuel	
				180.82	5100-50-405-28-00-510302-			Vehicle Operations - Fuel	
				10.35	5103-50-500-29-00-510302-			Vehicle Operations - Fuel	
						CHECK	1023332	TOTAL:	10,629.51
1023333	05/27/2025	PRTD	4 PACIFIC GAS & ELECTR	66699	9331257574-4 MAY 25	05/13/2025		052725	29,020.53
				64986					
			Invoice: 9331257574-4 MAY 25						
			29,020.53	5002-40-400-20-00-510707-				ELECTRICAL CHARGES	
								Power	
				66701	5997224598-5 MAY 25	05/13/2025		052725	55.01
				64988					
			Invoice: 5997224598-5 MAY 25						
			55.01	0812-40-400-19-04-510707-				ELECTRICAL CHARGES	
								Power	
				66715	2533157342-5 MAY 25	05/13/2025		052725	60.89
				65002					
			Invoice: 2533157342-5 MAY 25						
			60.89	0100-30-400-25-36-510707-				ELECTRICAL CHARGES	
								Power	
						CHECK	1023333	TOTAL:	29,136.43
1023334	05/27/2025	PRTD	217 PUBLIC WORKS - COUNT	66515	NOINV - 05.08.2025	05/08/2025		052725	2,574.08
				64805					
			Invoice: NOINV - 05.08.2025						
			2,574.08	5001-40-400-22-00-510114-				LANDFILLS CHARGES - APRIL 2025	
								Contract Services	
						CHECK	1023334	TOTAL:	2,574.08
1023335	05/27/2025	PRTD	1355 ROBERT V JENSEN, INC	66473	CL18114	05/16/2025		052725	462.09
				64763					
			Invoice: CL18114						
			330.23	5000-40-400-21-00-510001-				WASTE WATER/SHOP - FUEL	
			131.86	5101-50-400-24-00-510001-				Departmental Supplies	
								Departmental Supplies	
						CHECK	1023335	TOTAL:	462.09

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE	DTL	DESC		
1023336	05/27/2025	PRTD	7658 SEIU LOCAL 521	66455	5/16/2025		05/16/2025		052725	740.21
	Invoice: 5/16/2025			64745						
			725.21 0100-00-000-00-00-205145-			warrant 051625	DUES			
			15.00 0100-00-000-00-00-205145-				Association Dues Payable			
							Association Dues Payable			
						CHECK	1023336	TOTAL:		740.21
1023337	05/27/2025	PRTD	35 SHAFTER POLICE OFFIC	66446	5/16/2025		05/16/2025		052725	1,320.00
	Invoice: 5/16/2025			64736						
			1,320.00 0100-00-000-00-00-205145-			warrant 051625	DUES			
							Association Dues Payable			
						CHECK	1023337	TOTAL:		1,320.00
1023338	05/27/2025	PRTD	14779 STANDARD PLUMBING SU	66463	YPCG41		05/15/2025		052725	7.50
	Invoice: YPCG41			64753						
			7.50 0100-30-300-04-00-510016-			SLLC Classroom Supplies				
				66529	YNYG05		05/14/2025		052725	93.29
	Invoice: YNYG05			64819						
			80.45 0100-30-400-25-00-510200-			ALL PARKS - LADDR/WORKING HANDS				
			12.84 0100-30-400-25-00-510001-				Repairs & Maintenance			
				66530	YNYK66		05/14/2025		052725	26.80
	Invoice: YNYK66			64820						
			26.80 0100-40-400-19-02-510202-			STREETS #117 - HEX L-KEY SET STEEL 22PC				
				66531	YNYX741		05/13/2025		052725	9.40
	Invoice: YNYX741			64821						
			9.40 0100-30-400-25-00-510001-			PARKS - HM IND ASSORT				
				66533	YNYX298		05/13/2025		052725	10.25
	Invoice: YNYX298			64823						
			10.25 0100-30-400-25-47-510200-			PARKS - COMMUNITY - SPRINKL BUBBLR MUCH				
				66534	YNYZC98		05/14/2025		052725	26.32
	Invoice: YNYZC98			64824						
			26.32 0100-40-400-19-02-510200-			STREETS - QUAD MAINFOLD/PIPE RPR/CPLG SXS				
				66535	YPHZ35		05/16/2025		052725	36.45
	Invoice: YPHZ35			64825						
						WATER - HOE GARDEN BLK/YLW 54'				

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE	DTL	DESC		
	36.45	5002-40-400-20-00-510202-		66536	YPMW12		05/19/2025		052725	50.40
Invoice: YPMW12				64826						
	50.40	5101-50-400-24-00-510202-		66537	YPLX42		05/19/2025		052725	31.61
Invoice: YPLX42				64827						
	31.61	0100-30-400-25-37-510200-		66538	YPNN76		05/19/2025		052725	15.00
Invoice: YPNN76				64828						
	15.00	0100-30-400-25-33-510202-		66540	YPNK29		05/19/2025		052725	40.74
Invoice: YPNK29				64830						
	40.74	0100-30-400-25-37-510202-		66542	YPBG51		05/14/2025		052725	20.35
Invoice: YPBG51				64832						
	20.35	0100-30-400-25-00-510202-		66543	YPG647		05/16/2025		052725	39.38
Invoice: YPG647				64833						
	39.38	5002-40-400-20-00-510202-		66544	YPBB89		05/14/2025		052725	343.03
Invoice: YPBB89				64834						
	343.03	0100-30-400-25-00-510001-		66545	YPB692		05/14/2025		052725	37.09
Invoice: YPB692				64835						
	28.95	0100-40-400-19-02-510202-		66612	YPRC24		05/20/2025		052725	28.94
Invoice: YPRC24				64901						
	8.14	0100-40-400-19-02-510001-		66613	YPR804		05/20/2025		052725	5.98
Invoice: YPR804				64902						
	5.98	0100-40-400-19-02-510202-								

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE	DTL	DESC		
Invoice: YPR557				66614	YPR557		05/20/2025		052725	60.04
				64903						
60.04 0100-30-400-25-33-510200-						PARKS - VETERAN'S - LOCKING HITCH/SHANGHAI RUSH Repairs & Maintenance				
Invoice: YPVC63				66615	YPVC63		05/21/2025		052725	49.32
				64904						
49.32 5002-40-400-20-00-510200-						WATER - HI PRES HOSE Repairs & Maintenance				
Invoice: YPR365				66616	YPR365		05/20/2025		052725	128.69
				64905						
128.69 0100-30-400-25-00-510202-						ALL PARKS - LADDR 6' Hardware & Tools				
Invoice: YPR350				66617	YPR350		05/20/2025		052725	23.58
				64906						
23.58 0100-30-400-25-00-510202-						ALL PARKS - LADDR 6' Hardware & Tools				
Invoice: YPGV67				66659	YPGV67		05/16/2025		052725	34.93
				64947						
34.93 0100-20-200-14-00-510001-						POLICE-Property room supplies Departmental Supplies				
Invoice: YPY491				66660	YPY491		05/22/2025		052725	15.97
				64948						
15.97 0100-20-200-14-00-510001-						POLICE-Departmental supplies Departmental Supplies				
Invoice: YPYF12				66679	YPYF12		05/22/2025		052725	21.44
				64967						
21.44 5100-50-405-28-00-510202-						SHOP - PREC SCRW 6PC SET ACE Hardware & Tools				
Invoice: YPY677				66680	YPY677		05/22/2025		052725	37.07
				64968						
37.07 5100-50-405-28-00-510202-						SHOP - SCRW EXTCTR SET/TORX BITSTAPLE Hardware & Tools				
Invoice: YPY520				66681	YPY520		05/22/2025		052725	75.42
				64969						
75.42 0100-30-400-25-33-510200-						PARKS - VETERAN'S - SPRYPNT/MARBLE CHIPS WHITE Repairs & Maintenance				
Invoice: YPY463				66682	YPY463		05/22/2025		052725	4.28
				64970						
4.28 0100-30-400-25-33-510001-						PARKS - VETERAN'S - KEY Departmental Supplies				
				66683	YPY407		05/22/2025		052725	-49.32

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
Invoice: YPY407				64971						
	-49.32	5002-40-400-20-00-510200-					WATER - HI PRES HOSE			
							Repairs & Maintenance			
				66706	YMYV04		05/02/2025		052725	-36.00
				64993						
Invoice: YMYV04										
	-36.00	0100-30-300-75-51-510804-					DOWNTOWN FESTIVAL - CREDIT - BATTERY/LED WH 90L			
							Community Promotions			
				66708	YMQH32		05/02/2025		052725	36.00
				64995						
Invoice: YMQH32										
	36.00	0100-30-300-75-51-510804-					DOWNTOWN FESTIVAL - BATTERY/LED WH 90L			
							Community Promotions			
							CHECK	1023338	TOTAL:	1,223.95
1023339	05/27/2025	PRTD	293	THE GAS CO - SO CA G	66670	08851631484	MAY 25	05/19/2025	052725	105.31
					64958					
Invoice: 08851631484 MAY 25										
	105.31	0100-30-400-25-55-510708-					NATURAL GAS CHARGES			
							Natural Gas			
				66671	17671633000	MAY 25	05/19/2025		052725	14.30
				64959						
Invoice: 17671633000 MAY 25										
	14.30	5101-50-400-24-00-510708-					NATURAL GAS CHARGES			
							Natural Gas			
				66672	17881633006	MAY 25	05/19/2025		052725	50.00
				64960						
Invoice: 17881633006 MAY 25										
	50.00	5101-50-400-24-00-510708-					NATURAL GAS CHARGES			
							Natural Gas			
				66675	01071606139	MAY 25	05/19/2025		052725	16.42
				64963						
Invoice: 01071606139 MAY 25										
	16.42	0100-30-400-25-52-510708-					NATURAL GAS CHARGES			
							Natural Gas			
				66677	01291631008	MAY 25	05/19/2025		052725	31.75
				64965						
Invoice: 01291631008 MAY 25										
	31.75	0100-20-200-14-00-510708-					NATURAL GAS CHARGES			
							Natural Gas			
				66684	10954207733	MAY 25	05/20/2025		052725	14.30
				64972						
Invoice: 10954207733 MAY 25										
	14.30	5002-40-400-20-00-510708-					NATURAL GAS CHARGES			
							Natural Gas			
				66695	06125858487	MAY 25	05/20/2025		052725	18.53
				64982						
Invoice: 06125858487 MAY 25										
	18.53	5101-50-400-24-00-510708-					NATURAL GAS CHARGES			
							Natural Gas			

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CHECK	1023339	TOTAL:	250.61
NUMBER OF CHECKS	24	*** CASH ACCOUNT TOTAL ***	486,988.42
	COUNT	AMOUNT	
TOTAL PRINTED CHECKS	15	71,514.90	
TOTAL WIRE TRANSFERS	5	176,079.29	
TOTAL EFT'S	4	239,394.23	
	*** GRAND TOTAL ***		486,988.42

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED
CLERK: 5292blopez

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025	11		534								
APP	0100-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		445,794.59	
								AP CASH DISBURSEMENTS JOURNAL			
APP	0000-00-000-00-00-100010-		05/27/2025	052725	052725			Cash: Mission Bank Acct#10755			486,988.42
								AP CASH DISBURSEMENTS JOURNAL			
APP	5002-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		33,889.68	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5000-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		1,876.08	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5006-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		121.12	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5001-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		2,651.68	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5003-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		186.07	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5101-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		500.44	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5103-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		598.86	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5100-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		1,314.89	
								AP CASH DISBURSEMENTS JOURNAL			
APP	0812-00-000-00-00-205000-		05/27/2025	052725	052725			Accts Payable		55.01	
								AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		486,988.42	486,988.42
APP	0000-00-000-00-00-209001-		05/27/2025	052725	052725			Due To 0100 - Gen Fund		445,794.59	
APP	0100-00-000-00-00-109000-		05/27/2025	052725	052725			Due From Funds - Cash Pool			445,794.59
APP	0000-00-000-00-00-209038-		05/27/2025	052725	052725			Due To 5002 - Water Operat		33,889.68	
APP	5002-00-000-00-00-109000-		05/27/2025	052725	052725			Due From Funds - Cash Pool			33,889.68
APP	0000-00-000-00-00-209036-		05/27/2025	052725	052725			Due To 5000 - wastewtr Operat		1,876.08	
APP	5000-00-000-00-00-109000-		05/27/2025	052725	052725			Due From Funds - Cash Pool			1,876.08
APP	0000-00-000-00-00-209042-		05/27/2025	052725	052725			Due To 5006 - Rail Operat		121.12	
APP	5006-00-000-00-00-109000-		05/27/2025	052725	052725			Due From Funds - Cash Pool			121.12
APP	0000-00-000-00-00-209037-		05/27/2025	052725	052725			Due To 5001 - Refuse Operat		2,651.68	
APP	5001-00-000-00-00-109000-		05/27/2025	052725	052725			Due From Funds - Cash Pool			2,651.68
APP	0000-00-000-00-00-209039-		05/27/2025	052725	052725			Due To 5003 - Transit Operat		186.07	

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 5003-00-000-00-00-109000-	05/27/2025	052725	052725			Due From Funds - Cash Pool			186.07
APP 0000-00-000-00-00-209047-	05/27/2025	052725	052725			Due To 5101 - Vehicle Maint		500.44	
APP 5101-00-000-00-00-109000-	05/27/2025	052725	052725			Due From Funds - Cash Pool			500.44
APP 0000-00-000-00-00-209049-	05/27/2025	052725	052725			Due To 5103 - Info Tech		598.86	
APP 5103-00-000-00-00-109000-	05/27/2025	052725	052725			Due From Funds - Cash Pool			598.86
APP 0000-00-000-00-00-209046-	05/27/2025	052725	052725			Due To 5100 - Facility Maint		1,314.89	
APP 5100-00-000-00-00-109000-	05/27/2025	052725	052725			Due From Funds - Cash Pool			1,314.89
APP 0000-00-000-00-00-209055-	05/27/2025	052725	052725			Due To 0812 - DTLL1-2021		55.01	
APP 0812-00-000-00-00-109000-	05/27/2025	052725	052725			Due From Funds - Cash Pool			55.01
SYSTEM GENERATED ENTRIES TOTAL								486,988.42	486,988.42
JOURNAL 2025/11/534 TOTAL								973,976.84	973,976.84

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0000	Pooled Cash Fund	2025	11	534	05/27/2025			
	0000-00-000-00-00-100010-					Cash: Mission Bank Acct#10755		486,988.42
	0000-00-000-00-00-209001-					Due To 0100 - Gen Fund	445,794.59	
	0000-00-000-00-00-209036-					Due To 5000 - Wastewtr Operat	1,876.08	
	0000-00-000-00-00-209037-					Due To 5001 - Refuse Operat	2,651.68	
	0000-00-000-00-00-209038-					Due To 5002 - Water Operat	33,889.68	
	0000-00-000-00-00-209039-					Due To 5003 - Transit Operat	186.07	
	0000-00-000-00-00-209042-					Due To 5006 - Rail Operat	121.12	
	0000-00-000-00-00-209046-					Due To 5100 - Facility Maint	1,314.89	
	0000-00-000-00-00-209047-					Due To 5101 - Vehicle Maint	500.44	
	0000-00-000-00-00-209049-					Due To 5103 - Info Tech	598.86	
	0000-00-000-00-00-209055-					Due To 0812 - DTL1-2021	55.01	
						FUND TOTAL	486,988.42	486,988.42
0100	General Fund	2025	11	534	05/27/2025			
	0100-00-000-00-00-109000-					Due From Funds - Cash Pool		445,794.59
	0100-00-000-00-00-205000-					Accts Payable	445,794.59	
						FUND TOTAL	445,794.59	445,794.59
0812	LLMD - 001-2021	2025	11	534	05/27/2025			
	0812-00-000-00-00-109000-					Due From Funds - Cash Pool		55.01
	0812-00-000-00-00-205000-					Accts Payable	55.01	
						FUND TOTAL	55.01	55.01
5000	Wastewater Operations	2025	11	534	05/27/2025			
	5000-00-000-00-00-109000-					Due From Funds - Cash Pool		1,876.08
	5000-00-000-00-00-205000-					Accts Payable	1,876.08	
						FUND TOTAL	1,876.08	1,876.08
5001	Refuse Operations	2025	11	534	05/27/2025			
	5001-00-000-00-00-109000-					Due From Funds - Cash Pool		2,651.68
	5001-00-000-00-00-205000-					Accts Payable	2,651.68	
						FUND TOTAL	2,651.68	2,651.68
5002	Water Operations	2025	11	534	05/27/2025			
	5002-00-000-00-00-109000-					Due From Funds - Cash Pool		33,889.68
	5002-00-000-00-00-205000-					Accts Payable	33,889.68	
						FUND TOTAL	33,889.68	33,889.68
5003	Transit Operations	2025	11	534	05/27/2025			
	5003-00-000-00-00-109000-					Due From Funds - Cash Pool		186.07
	5003-00-000-00-00-205000-					Accts Payable	186.07	

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	186.07	186.07
5006 Rail Operations	2025 11	534	05/27/2025			
5006-00-000-00-00-109000-				Due From Funds - Cash Pool		121.12
5006-00-000-00-00-205000-				Accts Payable	121.12	
				FUND TOTAL	121.12	121.12
5100 Facility Maintenance	2025 11	534	05/27/2025			
5100-00-000-00-00-109000-				Due From Funds - Cash Pool		1,314.89
5100-00-000-00-00-205000-				Accts Payable	1,314.89	
				FUND TOTAL	1,314.89	1,314.89
5101 Vehicle Maintenance	2025 11	534	05/27/2025			
5101-00-000-00-00-109000-				Due From Funds - Cash Pool		500.44
5101-00-000-00-00-205000-				Accts Payable	500.44	
				FUND TOTAL	500.44	500.44
5103 Information Technology	2025 11	534	05/27/2025			
5103-00-000-00-00-109000-				Due From Funds - Cash Pool		598.86
5103-00-000-00-00-205000-				Accts Payable	598.86	
				FUND TOTAL	598.86	598.86

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0000 Pooled Cash Fund	486,988.42	
0100 General Fund		445,794.59
0812 LLMD - 001-2021		55.01
5000 Wastewater Operations		1,876.08
5001 Refuse Operations		2,651.68
5002 Water Operations		33,889.68
5003 Transit Operations		186.07
5006 Rail Operations		121.12
5100 Facility Maintenance		1,314.89
5101 Vehicle Maintenance		500.44
5103 Information Technology		598.86
TOTAL	486,988.42	486,988.42

** END OF REPORT - Generated by Brenda Lopez **

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC		
86	05/29/2025	EFT	15101 WEX BANK - ACCOUNT 0	66733 65019	NOINV 5/21/25	05/21/2025		052925	71.57
Invoice: NOINV 5/21/25				71.57	0100-20-200-14-00-510302-	POLICE-Fuel # 299 Vehicle Operations - Fuel			
						CHECK	86	TOTAL:	71.57
1023340	05/29/2025	PRTD	15329 ADVANCED DATA STORAG	66504 64794	0206759	05/10/2025		052925	41.30
Invoice: 0206759				13.77	0100-10-140-10-00-510400-	Shred Services for FIN, HR, Code Enf.			
				13.77	0100-10-135-09-00-510400-	Professional Services			
				13.76	0100-10-405-27-00-510400-	Professional Services			
						CHECK	1023340	TOTAL:	41.30
1023341	05/29/2025	PRTD	1275 AIRWAVE COMMUNICATIO	66716 65003	BK2066	05/16/2025	20250096	052925	138,715.08
Invoice: BK2066				138,715.08	0100-60-200-14-00-570200-	Dispatch Radio Console Machinery & Equipment			
						CHECK	1023341	TOTAL:	138,715.08
1023342	05/29/2025	PRTD	14274 ALL AMERICAN UNIFORM	66642 64931	513	05/07/2025		052925	3,627.57
Invoice: 513				3,077.77	0100-20-200-14-00-510115-	POLICE-Academy uniforms Gonzalez, Avila,Jacket 294			
				549.80	0100-20-200-14-00-510001-	Recruitment Departmental Supplies			
						CHECK	1023342	TOTAL:	3,627.57
1023343	05/29/2025	PRTD	13236 AMBER CHEMICAL INC	66521 64811	0384996-IN	05/09/2025		052925	4,047.62
Invoice: 0384996-IN				4,047.62	5002-40-400-20-00-510900-	WATER - WATER CHEMICALS- HYPOCHLORITE Treatment Supplies			
						05/13/2025		052925	1,394.25
Invoice: 0385018-IN				1,394.25	5000-40-400-21-00-510900-	WASTE WATER - AMBER QUEST, TOTE Treatment Supplies			
						05/14/2025		052925	1,258.04
Invoice: 0385050-IN				1,258.04	5002-40-400-20-00-510900-	WATER - WATER CHEMICALS- HYPOCHLORITE Treatment Supplies			

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE	DTL	DESC		
						CHECK	1023343	TOTAL:	6,699.91	
1023344	05/29/2025	PRTD	1394	AMERICAN BUSINESS MA	66594 805098 64883	05/02/2025		052925		16.09
				Invoice: 805098		Toner - Annex				
				5.36 0100-10-135-09-00-510100-		Service Agreements				
				5.36 0100-30-300-04-00-510100-		Service Agreements				
				5.37 5003-40-140-12-00-510100-		Service Agreements				
				66630 807770 64919		05/21/2025		052925		493.50
				Invoice: 807770		City Hall workroom-Contract Usage 4/30/25-5/29/25				
				98.70 0100-10-100-01-00-510100-		Service Agreements				
				98.70 0100-10-110-03-00-510100-		Service Agreements				
				98.70 0100-10-120-05-00-510100-		Service Agreements				
				98.70 0100-10-125-06-00-510100-		Service Agreements				
				98.70 0100-10-145-13-00-510100-		Service Agreements				
				66640 805944 64929		05/09/2025		052925		10.73
				Invoice: 805944		POLICE-Contract usage 5/17-6/16/25				
				10.73 0100-20-200-14-00-510100-		Service Agreements				
				66725 806062 65012		05/12/2025		052925		683.48
				Invoice: 806062		CONTRACT BASE 2/20/2025-5/19/2025				
				170.87 0100-10-145-13-00-510001-		Departmental Supplies				
				170.87 0100-10-405-27-00-510001-		Departmental Supplies				
				341.74 0100-10-405-26-00-510001-		Departmental Supplies				
						CHECK	1023344	TOTAL:	1,203.80	
1023345	05/29/2025	PRTD	8547	AMERICAN FIRE SAFETY	66476 130789 64766	12/06/2024		052925		1,176.45
				Invoice: 130789		POLICE - 5 YEAR INSPECTION OF FIRE SYSTEM				
				1,176.45 5100-50-405-28-14-510205-		Building Repair & Maintenance				
						CHECK	1023345	TOTAL:	1,176.45	
1023346	05/29/2025	PRTD	1365	DANIEL LORZO ANAYA	66602 2355 64891	05/16/2025		052925		1,396.00
				Invoice: 2355		COUNCIL CHAMBERS HVAC UNIT & DUCTING REPLACEMENT				
				1,396.00 5100-50-405-28-90-510205-		Building Repair & Maintenance				
						CHECK	1023346	TOTAL:	1,396.00	

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

					VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
					DOCUMENT	INVOICE	DTL	DESC			
1023347	05/29/2025	PRTD	15105	ANGELICA M TORRES	66503 64793	Mileage 05202025		05/20/2025		052925	140.00
Invoice: Mileage 05202025					140.00	0100-10-135-09-00-510505-		Mileage: CSJVRMA Board of Director Mtg. Travel			
								CHECK	1023347	TOTAL:	140.00
1023348	05/29/2025	PRTD	12690	ARTHUR J GALLAGHER &	66718 65005	5612420		05/26/2025		052925	2,984.00
Invoice: 5612420					2,984.00	0100-20-200-14-00-520400-		Rifle Range GL & Umbrella Insurance Renewal 25-26 Internal ISF Chrg - Liability			
								CHECK	1023348	TOTAL:	2,984.00
1023349	05/29/2025	PRTD	12466	AT&T CALNET 3	66778 65063	9391012259 FINL BILL		05/13/2025		052925	126.37
Invoice: 9391012259 FINL BILL					126.37	0100-20-200-14-00-510701-		PHONE CHARGES FINAL BILL 02/17/25-03/16/25 Communications			
								CHECK	1023349	TOTAL:	126.37
1023350	05/29/2025	PRTD	14008	BADGER METER	66483 64773	1731892		05/13/2025		052925	2,846.65
Invoice: 1731892					2,846.65	5002-40-400-20-00-510200-		WATER - STOCK Repairs & Maintenance			
								CHECK	1023350	TOTAL:	2,846.65
1023351	05/29/2025	PRTD	2318	BAKERSFIELD, CITY OF	66475 64765	264050		05/15/2025		052925	3,656.53
Invoice: 264050					3,656.53	0100-40-400-19-02-510117-		STREETS-TRAFFIC SIGNAL MAINT - 4TH OTR 2024 Traffic Sig. Operation & Maint			
								CHECK	1023351	TOTAL:	3,656.53
1023352	05/29/2025	PRTD	97	BEST BEST & KRIEGER	66738 65023	1028258		04/30/2025		052925	4,270.04
Invoice: 1028258					4,270.04	0100-10-130-08-00-510420-		LEGAL SERVICES THROUGH APRIL 30, 2025 Legal Services			
								CHECK	1023352	TOTAL:	4,270.04
1023353	05/29/2025	PRTD	13852	BOOT BARN INC	66593 64882	INV00484874		05/15/2025		052925	248.41
Invoice: INV00484874								Boots FY 24/25 R. Pena			

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC		
1023357	05/29/2025	PRTD	1381	BURKE, WILLIAMS & SO	66628 64917	342931	05/22/2025		052925	1,659.00
Invoice: 342931				1,659.00	0100-10-130-08-00-510421-		Prof. Svcs. through 4/30/25 Legal Services - Personnel			
							CHECK	1023357	TOTAL:	1,659.00
1023358	05/29/2025	PRTD	111	CALBO	66625 64914	17463	04/10/2025		052925	245.00
Invoice: 17463				245.00	0100-10-405-26-00-510106-		MEMBERSHIP FEE - BLDG Subscriptions & Dues			
							03/27/2025		052925	85.00
Invoice: 18603				85.00	0100-10-405-26-00-510501-		WEBINAR - BLDG Training			
							03/27/2025		052925	85.00
Invoice: 18602				85.00	0100-10-405-26-00-510501-		WEBINAR - BLDG Training			
							CHECK	1023358	TOTAL:	415.00
1023359	05/29/2025	PRTD	696	CALIFORNIA HIGHWAY P	66430 64720	NOINV05/12/2025	05/13/2025		052925	57.00
Invoice: NOINV05/12/2025				57.00	5003-40-140-12-00-510400-		TRANSIT GPPV CHP INTERVIEW VL Professional Services			
							CHECK	1023359	TOTAL:	57.00
1023360	05/29/2025	PRTD	14425	CARLOS QUEZADA	66459 64749	043211	05/09/2025		052925	30.00
Invoice: 043211				30.00	0100-10-110-03-00-510300-		Fleet Service Wash - CM Equinox #519 Vehicle Operations			
							05/09/2025		052925	150.00
Invoice: 043210				150.00	0100-40-400-18-00-510300-		ENGINEERING - FLEET WASHES Vehicle Operations			
							05/09/2025		052925	60.00
Invoice: 043208				21.00	5002-40-400-20-00-510300-		ALL PW'S - FLEET WASHES #119 & #219 Vehicle Operations			
				21.00	5000-40-400-21-00-510300-		Vehicle Operations			
				6.00	5101-50-400-24-00-510300-		Vehicle Operations			
				6.00	0100-30-400-25-00-510300-		Vehicle Operations			

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL	DESC			
			6.00	0100-40-400-19-02-510300-			Vehicle Operations			
				66514	043214	05/09/2025		052925		80.00
				64804						
Invoice:	043214									
			80.00	0100-30-300-04-00-510300-			LEARNING CENTER - BUS WASH			
				66603	043209	05/09/2025	Vehicle Operations		052925	240.00
				64892						
Invoice:	043209									
			240.00	0100-10-405-26-00-510300-			FLEET SERVICE WASH - BLDG UNITS			
				66605	043212	05/09/2025	Vehicle Operations		052925	180.00
				64894						
Invoice:	043212									
			180.00	5003-40-140-12-00-510300-			FLEET SERVICE WASH - TRANSIT UNITS			
							Vehicle Operations			
							CHECK	1023360	TOTAL:	740.00
1023361	05/29/2025	PRTD	8755	CAROL CHAVOLLA	66506	Mileage 05202025	05/20/2025		052925	77.70
					64796					
Invoice:	Mileage 05202025									
			77.70	0100-10-135-09-00-510505-			Mileage: PARMA Conference			
							Travel			
				66546	Cell Phone 05202025	05/20/2025		052925		200.00
				64836						
Invoice:	Cell Phone 05202025									
			200.00	0100-10-135-09-00-500502-			cell Phone Reimbursement			
							Uniform & Equipment Allowance			
							CHECK	1023361	TOTAL:	277.70
1023362	05/29/2025	PRTD	14963	CCI OFFICE TECHNOLOG	66513	INST459517	05/13/2025		052925	67.43
					64803					
Invoice:	INST459517									
			1.36	0100-10-100-01-00-510103-			Sealant for Postage Machine (All Departments)			
			1.35	0100-10-120-05-00-510103-			Postage & Freight			
			.68	0100-10-110-03-00-510103-			Postage & Freight			
			1.35	0100-10-125-06-00-510103-			Postage & Freight			
			3.37	0100-30-300-04-00-510103-			Postage & Freight			
			6.07	0100-10-140-10-00-510103-			Postage & Freight			
			.68	5003-40-140-12-00-510103-			Postage & Freight			
			2.02	0100-10-405-26-00-510103-			Postage & Freight			
			.67	0100-40-400-18-00-510103-			Postage & Freight			
			.67	0100-30-400-25-30-510103-			Postage & Freight			
			.67	0100-30-400-25-34-510103-			Postage & Freight			
			.67	0100-30-400-25-33-510103-			Postage & Freight			
			.67	0100-30-400-25-31-510103-			Postage & Freight			
			.67	0100-30-400-25-32-510103-			Postage & Freight			
			16.86	0100-10-145-13-00-510103-			Postage & Freight			
			4.05	0100-40-400-19-02-510103-			Postage & Freight			

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC	
				20.23	5002-40-400-20-00-510103-			Postage & Freight	
				1.35	0100-10-135-09-00-510103-			Postage & Freight	
				2.02	0100-20-200-14-00-510103-			Postage & Freight	
				2.02	0100-10-405-27-00-510103-			Postage & Freight	
						CHECK	1023362	TOTAL:	67.43
1023363	05/29/2025	PRTD	7232	COOPERATIVE SOURCING	66435 24Q4CEMEX 64725	05/14/2025		052925	561,172.97
				Invoice: 24Q4CEMEX				DEVELOPER OBLIGATIONS 24Q4	
				566,841.38	0100-10-125-07-00-510803-			Development Agreements	
				-5,668.41	0100-10-125-07-00-510803-			Development Agreements	
						CHECK	1023363	TOTAL:	561,172.97
1023364	05/29/2025	PRTD	1383	COUNTY OF ORANGE	66717 NOINV 3/5/25 65004	03/05/2025		052925	465.00
				Invoice: NOINV 3/5/25				POLICE-Supervisory Course R. Ozaeta	
				465.00	0100-20-200-14-00-510501-			Training	
						CHECK	1023364	TOTAL:	465.00
1023365	05/29/2025	PRTD	1254	DALIA VASQUEZ	66688 Per-diem 5/23/25 64976	05/23/2025		052925	363.50
				Invoice: Per-diem 5/23/25				POLICE-Radar Operator/LIDAR #332	
				363.50	0100-20-200-14-00-510505-			Travel	
						CHECK	1023365	TOTAL:	363.50
1023366	05/29/2025	PRTD	190	DANIELS TIRE SERVICE	66522 240193760 64812	05/12/2025		052925	265.15
				Invoice: 240193760				POLICE - TIRES	
				265.15	0100-20-200-14-00-510300-			Vehicle Operations	
					66523 240193758 64813	05/12/2025		052925	551.74
				Invoice: 240193758				POLICE - TIRES	
				551.74	0100-20-200-14-00-510300-			Vehicle Operations	
						CHECK	1023366	TOTAL:	816.89
1023367	05/29/2025	PRTD	206	DEE JASPAR & ASSOCIA	66481 25-00453 64771	04/30/2025	20250333	052925	1,575.16
				Invoice: 25-00453				WATER - WELL #23 DEVELOPMENT	
				1,575.16					
					E WA00020 -20 -200	-5002			
					5002-60-400-20-00-580100-			Capital Prj.- Infrastructure	

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC		
1023372	05/29/2025	PRTD	1252 ENRIQUE IBARRA	66565	REFUND		05/15/2025		052925	56.65
			Invoice: REFUND	64855						
			56.65	0100-10-140-10-00-510810-		AFLAC PREM REFUND				
						Misc Over/Short				
						CHECK	1023372	TOTAL:		56.65
1023373	05/29/2025	PRTD	1430 EVIDENT ID, INC.	66632	101071-20253-1		03/18/2025		052925	2,800.00
			Invoice: 101071-20253-1	64921						
			2,800.00	0100-10-135-09-00-510150-		Evident ID Software and Onboarding				
						Software Subscription				
						CHECK	1023373	TOTAL:		2,800.00
1023374	05/29/2025	PRTD	14044 FASTENAL COMPANY	66441	CABAE31105		05/13/2025	20250036	052925	134.01
			Invoice: CABAE31105	64731						
			26.81	0100-40-400-19-02-510001-		ALL PW'S - VENDING MACHINE SUPPLIES				
			26.80	0100-30-400-25-00-510001-		Departmental Supplies				
			26.80	5000-40-400-21-00-510001-		Departmental Supplies				
			26.80	5002-40-400-20-00-510001-		Departmental Supplies				
			26.80	5101-50-400-24-00-510001-		Departmental Supplies				
						CHECK	1023374	TOTAL:		134.01
1023375	05/29/2025	PRTD	159 FEDEX	66606	8-856-73374		05/09/2025		052925	87.54
			Invoice: 8-856-73374	64895						
			87.54	0100-10-405-26-00-510103-		SHIPMENT FEES - BLDG				
						Postage & Freight				
				66661	8-864-05104		05/16/2025		052925	47.88
			Invoice: 8-864-05104	64949						
			47.88	0100-10-405-26-00-510103-		SHIPMENT FEES - BLDG				
						Postage & Freight				
						CHECK	1023375	TOTAL:		135.42
1023376	05/29/2025	PRTD	5903 FERGUSON ENTERPRISES	66519	0032138		05/12/2025		052925	365.14
			Invoice: 0032138	64809						
			365.14	0100-30-400-25-00-510200-		PARKS - VETERAN'S - TAP CAP/WDG REST GLND/NIP				
						Repairs & Maintenance				
				66528	0031816		05/09/2025		052925	262.61
			Invoice: 0031816	64818						
			262.61	5002-40-400-20-00-510200-		WATER - MTR COUP GSKT				
						Repairs & Maintenance				

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					VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
					DOCUMENT		INVOICE	DTL	DESC		
								CHECK	1023376	TOTAL:	627.75
1023377	05/29/2025	PRTD	12171	FGL ENVIRONMENTAL	66579 64868	542522A		05/13/2025		052925	57.00
Invoice: 542522A					57.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		
					66580 64869	543152A		05/12/2025		052925	437.00
Invoice: 543152A					437.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		
					66581 64870	543154A		05/19/2025		052925	155.00
Invoice: 543154A					155.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		
					66582 64871	543155A		05/19/2025		052925	155.00
Invoice: 543155A					155.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		
					66583 64872	543156A		05/19/2025		052925	155.00
Invoice: 543156A					155.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		
					66584 64873	543157A		05/19/2025		052925	155.00
Invoice: 543157A					155.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		
					66585 64874	543158A		05/19/2025		052925	230.00
Invoice: 543158A					230.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		
					66587 64875	543159A		05/13/2025		052925	357.00
Invoice: 543159A					357.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		
					66590 64879	543400A		05/20/2025		052925	245.00
Invoice: 543400A					245.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		
					66591 64880	543418A		05/20/2025		052925	357.00
Invoice: 543418A					357.00	5002-40-400-20-00-510905-	BACTERIOLOGICAL TESTING FOR WATER SYSTEM		Water Testing/Samples		

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC		
						CHECK	1023377	TOTAL:		2,303.00
1023378	05/29/2025	PRTD	11578	FRESNO, CITY OF	66633 20008285 64922	03/27/2025		052925		623.00
Invoice: 20008285				623.00	0100-20-200-14-00-510501-	POLICE-Perishable Skills Kinkade Training				
				66634 20008287 64923		04/10/2025		052925		623.00
Invoice: 20008287				623.00	0100-20-200-14-00-510501-	POLICE-Perishable Skills York Training				
				66635 20008288 64924		04/10/2025		052925		623.00
Invoice: 20008288				623.00	0100-20-200-14-00-510501-	POLICE-Perishable Skills Davalos Training				
				66636 20008295 64925		04/17/2025		052925		623.00
Invoice: 20008295				623.00	0100-20-200-14-00-510501-	POLICE-Perishable Skills Castillo Training				
				66637 20008297 64926		04/24/2025		052925		623.00
Invoice: 20008297				623.00	0100-20-200-14-00-510501-	POLICE-Perishable Skills Callagy Training				
						CHECK	1023378	TOTAL:		3,115.00
1023379	05/29/2025	PRTD	148	GHA TECHNOLOGIES INC	66667 1156070 64954	05/20/2025		052925		152.26
Invoice: 1156070				152.26	0100-10-110-03-00-510000-	Replacement Charger for Laptop - CM Dept Office Supplies				
				66726 2969522 65013		05/27/2025	20250276	052925		11,214.44
Invoice: 2969522				11,214.44	5103-50-500-29-00-510155-	RENEWAL JUNIPER SUPPORT CONTRACT-QFX CORE SWITCHES IT Subscription				
				66727 2969521 65014		05/27/2025	20250334	052925		2,953.48
Invoice: 2969521				2,953.48	5103-50-500-29-00-510150-	Cisco DUO Multi-Factor Security Auth. Renewal Software Subscription				
						CHECK	1023379	TOTAL:		14,320.18

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CASH ACCOUNT: 0000-00-000-00-00-100010-					Cash10755					
CHECK NO	CHK	DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
DOCUMENT						INVOICE DTL DESC				
1023380	05/29/2025	PRTD	939	GIOVANNI PEREZ	66734 65020	125NOINV05272025	05/27/2025		052925	20.58
Invoice: 125NOINV05272025				20.58	0100-10-125-06-00-510505-		Mileage Reimbursement-SelectUSA Investment Summit Travel			
					66735 65021	125NOINV05212025	05/21/2025		052925	420.28
Invoice: 125NOINV05212025				420.28	0100-10-125-06-00-510505-		Mileage Reimbursement - ICSC Las Vegas Travel			
							CHECK	1023380	TOTAL:	440.86
1023381	05/29/2025	PRTD	12703	GOLDEN VALLEY	66601 64890	INV5065846	05/15/2025		052925	30.72
Invoice: INV5065846				30.72	0100-30-400-25-47-510001-		PARKS - GOSSAMER - HAND SOAP Departmental Supplies			
							CHECK	1023381	TOTAL:	30.72
1023382	05/29/2025	PRTD	909	GRANICUS LLC	66472 64762	203541	05/19/2025	20250029	052925	29,123.14
Invoice: 203541				29,123.14	0100-10-405-26-00-510150-		GRANICUS / SMARTGOV SOFTWARE Software Subscription			
							CHECK	1023382	TOTAL:	29,123.14
1023383	05/29/2025	PRTD	13494	GUILLERMINA MARTINEZ	66697 64984	Per-diem 5/23/25	05/23/2025		052925	27.00
Invoice: Per-diem 5/23/25				27.00	0100-20-200-14-00-510505-		POLICE-Per diem CSAR #273 Travel			
							CHECK	1023383	TOTAL:	27.00
1023384	05/29/2025	PRTD	12729	HAAKER EQUIPMENT COM	66480 64770	C5A3A5	05/14/2025		052925	17.37
Invoice: C5A3A5				17.37	0100-40-400-19-02-510204-		STREETS #415 - ROLL PIN Equipment Repair			
					66604 64893	C5A3A2	05/20/2025		052925	102.74
Invoice: C5A3A2				102.74	0100-40-400-19-02-510204-		STREETS #415 - ROLL PEN/AY-SEALED Equipment Repair			
							CHECK	1023384	TOTAL:	120.11

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
DOCUMENT						INVOICE DTL DESC			
1023385	05/29/2025	PRTD	1384 HALCYON BEHAVIORAL,	66425	18177	05/01/2025		052925	40.85
Invoice: 18177				64715		EAP and Total Wellness for PT EEs May 2025 Employee Assistance Insurance			
				40.85	5102-50-140-11-00-510441-	CHECK	1023385	TOTAL:	40.85
1023386	05/29/2025	PRTD	1444 HILLCREST SHEET META	66607	960025836	05/05/2025		052925	476.00
Invoice: 960025836				64896		ANIMAL CONTROL - REAPIR TO A/C UNIT Building Repair & Maintenance			
				476.00	5100-50-405-28-15-510205-	CHECK	1023386	TOTAL:	476.00
1023387	05/29/2025	PRTD	2 HITCHCOCK'S AUTO PAR	66474	420627	05/13/2025		052925	96.62
Invoice: 420627				64764		WATER - BAG OF RAGS/ELECTRICAL ACCESSORY Departmental Supplies			
				96.62	5002-40-400-20-00-510001-				
				66548	420899	05/19/2025		052925	60.25
Invoice: 420899				64838		STREETS - GATOR - BATTERY Equipment Repair			
				60.25	0100-40-400-19-02-510204-	03/12/2025		052925	82.50
Invoice: 417639				66551	417639	STREETS - BATTERY Vehicle Operations			
				64841		03/14/2025		052925	12.86
				82.50	0100-40-400-19-02-510300-				
Invoice: 417756				66552	417756	04/09/2025		052925	30.03
				64842		STREETS #217 - SLICK MIST INTE Vehicle Operations			
				12.86	0100-40-400-19-02-510300-				
Invoice: 418956				66553	418956	04/09/2025		052925	69.70
				64843		STREETS - PAINT MACHINE - AIR FILTER Equipment Repair			
				30.03	0100-40-400-19-02-510204-	04/09/2025		052925	22.63
Invoice: 418979				66554	418979	04/10/2025		052925	
				64844		STREET #415 - AW68 HYDRAULIC FLUID Equipment Repair			
				69.70	0100-40-400-19-02-510204-				
Invoice: 419010				66555	419010				
				64845		STREETS - ANTIFRZ DEX - COOL F/S Vehicle Operations			
				22.63	0100-40-400-19-02-510300-				

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE	DTL	DESC		
				66556	419103		04/11/2025		052925	58.60
				64846						
Invoice: 419103				58.60	0100-40-400-19-02-510204-	STREETS #415 - GLASS CLEANER/ISO 68 HYD FLUID				
						Equipment Repair				
				66557	419157		04/14/2025		052925	39.38
				64847						
Invoice: 419157				39.38	0100-40-400-19-02-510001-	STREETS #214 - BAG OF RAGS				
						Departmental Supplies				
				66558	419202		04/14/2025		052925	25.98
				64848						
Invoice: 419202				25.98	0100-40-400-19-02-510204-	STREETS - HOSE CLAMP/OIL COOLER HOSE				
						Equipment Repair				
				66559	419476		04/18/2025		052925	1,618.40
				64849						
Invoice: 419476				1,618.40	0100-40-400-19-02-510117-	STREETS - TRAFFIC LIGHT - 12V G24 MARINE AGM B				
						Traffic Sig. Operation & Maint				
				66560	419542		04/21/2025		052925	23.57
				64850						
Invoice: 419542				23.57	0100-40-400-19-02-510204-	STREETS - DIESEL EXHAUST FLUID				
						Equipment Repair				
				66561	419611		04/22/2025		052925	12.26
				64851						
Invoice: 419611				12.26	0100-40-400-19-02-510204-	STREETS #318 - CABIN AIR				
						Equipment Repair				
				66562	419860		04/28/2025		052925	37.53
				64852						
Invoice: 419860				37.53	0100-40-400-19-02-510204-	STREETS #415 - AW68 25W 5-GAL				
						Equipment Repair				
				66595	420756		05/21/2025		052925	85.78
				64884						
Invoice: 420756				85.78	0100-40-400-19-02-510001-	STREETS #117 - TAILGATE STRIKER				
						Departmental Supplies				
						CHECK	1023387	TOTAL:		2,276.09
1023388	05/29/2025	PRTD	13383	HOME DEPOT CREDIT SE	66482	3772521	05/08/2025		052925	81.72
					64772					
Invoice: 3772521				81.72	5100-50-405-28-00-510205-	POLICE - WATER FLTR FOR GE				
						Building Repair & Maintenance				
				66486	2545787		05/09/2025		052925	712.76
				64776						
Invoice: 2545787				305.46	5100-50-405-28-20-510205-	ALL PW'S/CITY HALL/PD/SLLC - RPLMNT FILTERS				
						Building Repair & Maintenance				

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC			
				203.64	5100-50-405-28-90-510205-			Building Repair & Maintenance	
				101.83	5100-50-405-28-14-510205-			Building Repair & Maintenance	
				101.83	5100-50-405-28-50-510205-			Building Repair & Maintenance	
				66592	2905175	05/19/2025		052925	1,356.71
				64881					
Invoice: 2905175				1,356.71	5100-50-405-28-00-510205-	SHOP - A/C SWAMP COOLER		Building Repair & Maintenance	
						CHECK	1023388	TOTAL:	2,151.19
1023389	05/29/2025	PRTD	48 JAMES YORK	66691	Per-diem 5/23/25	05/23/2025		052925	363.50
				64979					
Invoice: Per-diem 5/23/25				363.50	0100-20-200-14-00-510505-	POLICE-Per diem PSP #290		Travel	
						CHECK	1023389	TOTAL:	363.50
1023390	05/29/2025	PRTD	13390 JANET FERNANDEZ	66694	Per-diem 5/23/25	05/23/2025		052925	191.50
				64981					
Invoice: Per-diem 5/23/25				191.50	0100-20-200-14-00-510505-FENT	POLICE-Public Safety Media Training #272		Travel	
						CHECK	1023390	TOTAL:	191.50
1023391	05/29/2025	PRTD	11455 JAS PACIFIC	66431	BI 15035	05/01/2025		052925	14,605.00
				64721					
Invoice: BI 15035				14,605.00	0100-10-405-26-00-510400-	BUILDING INSPECTOR FEE - RP 04/01-04/30/25		Professional Services	
						CHECK	1023391	TOTAL:	14,605.00
1023392	05/29/2025	PRTD	523 JENNIFER GARCIA	66685	Per diem 5/22/25	05/22/2025		052925	363.50
				64973					
Invoice: Per diem 5/22/25				363.50	0100-20-200-14-00-510505-FENT	POLICE-Southern CA Gang Conference #300		Travel	
						CHECK	1023392	TOTAL:	363.50
1023393	05/29/2025	PRTD	523 JENNIFER GARCIA	66704	Per-diem 5/23/25	05/23/2025		052925	363.50
				64991					
Invoice: Per-diem 5/23/25				363.50	0100-20-200-14-00-510505-	POLICE-Per diem for PSP #300		Travel	
						CHECK	1023393	TOTAL:	363.50

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CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC	
1023394	05/29/2025	PRTD	6849 KATRINA CARDWELL-NIC	66696 64983	Per-diem 5/23/25	05/23/2025		052925	27.00
Invoice: Per-diem 5/23/25				27.00	0100-20-200-14-00-510505-	POLICE-Per diem CSAR #234 Travel			
						CHECK	1023394	TOTAL:	27.00
1023395	05/29/2025	PRTD	607 KERN COUNTY HOSPITAL	66639 64928	8000000986	05/05/2025		052925	49.30
Invoice: 8000000986				49.30	0100-20-200-14-00-510400-	POLICE-venipuncture Collection Professional Services			
						CHECK	1023395	TOTAL:	49.30
1023396	05/29/2025	PRTD	1273 LEADSONLINE PARENT,	66645 64934	418676	05/15/2025		052925	5,717.00
Invoice: 418676				5,717.00	0100-20-200-14-00-510150-	POLICE-CellHawk Subscription Software Subscription			
						CHECK	1023396	TOTAL:	5,717.00
1023397	05/29/2025	PRTD	457 LIBRARY SYSTEMS & SE	66575 64864	INV003341	05/15/2025		052925	5,679.43
Invoice: INV003341				5,679.43	0100-30-300-04-60-510015-	SLLC Lib April Materials Books			
						CHECK	1023397	TOTAL:	5,679.43
1023398	05/29/2025	PRTD	12707 LUCAS GRAVES	66689 64977	Per-diem 5/23/25	05/23/2025		052925	363.50
Invoice: Per-diem 5/23/25				363.50	0100-20-200-14-00-510505-	POLICE-Per diem PSP #280 Travel			
						CHECK	1023398	TOTAL:	363.50
1023399	05/29/2025	PRTD	10924 MARCOS TORRES	66511 64801	Boots 24/25	05/20/2025		052925	118.14
Invoice: Boots 24/25				11.81	0100-40-400-18-00-500502-	Reimbursement: Boots FY 24/25			
				82.70	5002-40-400-20-00-500502-	Uniform & Equipment Allowance			
				23.63	5000-40-400-21-00-500502-	Uniform & Equipment Allowance			
						CHECK	1023399	TOTAL:	118.14

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

CASH ACCOUNT: 0000-00-000-00-00-100010-					Cash10755				
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					DOCUMENT	INVOICE DTL DESC			
1023400	05/29/2025	PRTD	12238 MARY VALENTI	66589 64878	135NOINV05212025	05/07/2025		052925	250.00
Invoice: 135NOINV05212025				250.00	0100-20-200-14-00-510115-	Psych Re-Evaluation - A. Chacon Recruitment			
						CHECK	1023400	TOTAL:	250.00
1023401	05/29/2025	PRTD	907 MITCHELL CASTILLO	66703 64990	Per-diem 5/23/25	05/23/2025		052925	363.50
Invoice: Per-diem 5/23/25				363.50	0100-20-200-14-00-510505-	POLICE-Per diem for PSP #315 Travel			
						CHECK	1023401	TOTAL:	363.50
1023402	05/29/2025	PRTD	9464 MOTOROLA	66712 64999	8282114361	04/14/2025	20250341	052925	469.76
Invoice: 8282114361				469.76	0310-60-200-14-14-570200-	Dispatch radio Consolettes Machinery & Equipment			
					66713 65000	8282131167	05/13/2025	20250341 052925	12,553.02
Invoice: 8282131167				12,553.02	0310-60-200-14-14-570200-	Dispatch radio Consolettes Machinery & Equipment			
					66714 65001	8282132825	05/15/2025	20250341 052925	20,787.42
Invoice: 8282132825				20,787.42	0310-60-200-14-14-570200-	Dispatch radio Consolettes Machinery & Equipment			
						CHECK	1023402	TOTAL:	33,810.20
1023403	05/29/2025	PRTD	1900 MUNISERVICES	66347 64638	INV06-020873	05/02/2025		052925	1,000.00
Invoice: INV06-020873				1,000.00	0100-10-140-10-00-510100-	CLEARVIEW/STARS SERVICE FOR 3RD QTR 2024 DATA Service Agreements			
						CHECK	1023403	TOTAL:	1,000.00
1023404	05/29/2025	PRTD	9992 O'REILLY AUTOMOTIVE	66330 64621	2947-404118	04/28/2025		052925	178.43
Invoice: 2947-404118				178.43	5003-40-140-12-00-510301-	DAIL-A-RIDE #TE22 - BATTERY Vehicle Operations - Supplies			
					66490 64780	2947-406310	05/14/2025	052925	17.15
Invoice: 2947-406310				17.15	5002-40-400-20-00-510200-	WATER - CUSTOM WRAP Repairs & Maintenance			

City of Shafter

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CHECK NO CHK DATE TYPE VENDOR NAME

CASH ACCOUNT: 0000-00-000-00-00-100010-						Cash10755			
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
DOCUMENT						INVOICE DTL DESC			
				66491	2947-406057	05/12/2025		052925	66.65
				64781					
Invoice: 2947-406057									
		66.65	0100-30-400-25-00-510300-			PARKS #6 - COOLNT RESRV		Vehicle Operations	
				66492	2947-405473	05/08/2025		052925	13.93
				64782					
Invoice: 2947-405473									
		13.93	5101-50-400-24-00-510001-			SHOP - 25PK SHP TOWEL		Departmental Supplies	
				66493	2947-405328	05/07/2025		052925	43.37
				64783					
Invoice: 2947-405328									
		43.37	0100-20-200-14-00-510300-			POLICE #180 - MOTOR OIL/OIL FITLER		Vehicle Operations	
						CHECK	1023404	TOTAL:	319.53
1023405	05/29/2025	PRTD	21	OFFICE DEPOT BUSINES	66034	420561487001	04/23/2025	052925	62.99
				64332					
Invoice: 420561487001									
		9.00	0100-10-110-03-00-510000-			workroom Supplies - Binders			
		9.00	0100-10-120-05-00-510000-			Office Supplies			
		9.00	0100-10-100-01-00-510000-			Office Supplies			
		9.00	0100-10-110-65-00-510000-			Office Supplies			
		9.00	0100-10-125-06-00-510000-			Office Supplies			
		8.99	0100-10-145-13-00-510000-			Office Supplies			
		9.00	0100-10-140-10-00-510000-			Office Supplies			
				66730	422065059001	05/19/2025		052925	108.91
				65017					
Invoice: 422065059001									
		15.40	0100-10-110-03-00-510000-			Office Supplies for workroom			
		33.53	0100-10-120-05-00-510000-			Office Supplies			
		7.69	0100-10-100-01-00-510000-			Office Supplies			
		11.07	0100-10-110-65-00-510000-			Office Supplies			
		30.14	0100-10-145-13-00-510000-			Office Supplies			
		11.08	0100-10-125-06-00-510000-			Office Supplies			
				66731	423916661001	05/23/2025		052925	-11.88
				65018					
Invoice: 423916661001									
		-11.88	0100-10-110-03-00-510000-			Credit for Invoice #422065059001		Office Supplies	
						CHECK	1023405	TOTAL:	160.02
1023406	05/29/2025	PRTD	15151	ORDIZ-MELBY INC	66721	000847	08/30/2024	20250040 052925	17,325.00
					65008				
Invoice: 000847									
		17,325.00				Aquatic Center Building Design			

City of Shafter

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CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC		
				E PF00004 -20 -210 -0100 0100-60-400-25-52-580200-				Capital Prj.- Buildings & Imp.	
				66722 0008870 65009		04/30/2025	20250040 052925		1,575.00
Invoice: 0008870								Aquatic Center Building Design	
	1,575.00			E PF00004 -20 -210 -0100 0100-60-400-25-52-580200-				Capital Prj.- Buildings & Imp.	
							CHECK 1023406	TOTAL:	18,900.00
1023407 05/29/2025 PRTD	1205	OVERLAND PACIFIC & C	66720 INV-0004858155	65007		04/30/2025	052925		873.14
Invoice: INV-0004858155								Shafter-Santa Fe_LA Ave	
	873.14			E ST00029 -30 -310 - 0200-60-400-19-02-580100-				Capital Prj.- Infrastructure	
							CHECK 1023407	TOTAL:	873.14
1023408 05/29/2025 PRTD	4	PACIFIC GAS & ELECTR	66751 5731810588-9 MAY 25	65036		05/14/2025	052925		1,225.70
Invoice: 5731810588-9 MAY 25								ELECTRICAL CHARGES	
	1,225.70			0100-30-400-25-52-510707-				Power	
				66752 2467227128-5 MAY 25	65037	05/15/2025	052925		111.67
Invoice: 2467227128-5 MAY 25								ELECTRICAL CHARGES	
	111.67			0100-40-400-19-04-510707-				Power	
				66753 0429781083-2 MAY 25	65038	05/15/2025	052925		463.84
Invoice: 0429781083-2 MAY 25								ELECTRICAL CHARGES	
	463.84			5004-40-500-30-01-510707-				Power	
				66757 2673746008-4 MAY 25	65042	05/15/2025	052925		9.53
Invoice: 2673746008-4 MAY 25								ELECTRICAL CHARGES	
	9.53			0100-20-200-14-00-510707-				Power	
				66765 4050510296-8 MAY 25	65050	05/16/2025	052925		23.82
Invoice: 4050510296-8 MAY 25								ELECTRICAL CHARGES	
	23.82			5002-40-400-20-00-510707-				Power	
				66766 9935199881-2 MAY 25	65051	05/16/2025	052925		88.53
Invoice: 9935199881-2 MAY 25								ELECTRICAL CHARGES	
	88.53			0100-40-400-19-04-510707-				Power	

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE DTL	DESC			
				66767 65052	1389756191-9 MAY 25	05/21/2025		052925	72.87
Invoice: 1389756191-9 MAY 25				72.87	5000-40-400-21-00-510707-	ELECTRICAL CHARGES			
						Power			
				66768 65053	4926360563-3 MAY 25	05/21/2025		052925	378.55
Invoice: 4926360563-3 MAY 25				378.55	5000-40-400-21-00-510707-	ELECTRICAL CHARGES			
						Power			
				66770 65054	8311850023-6 MAY 25	05/21/2025		052925	224.09
Invoice: 8311850023-6 MAY 25				224.09	5000-40-400-21-00-510707-	ELECTRICAL CHARGES			
						Power			
				66772 65057	2201390425-9 MAY 25	05/20/2025		052925	1,247.62
Invoice: 2201390425-9 MAY 25				1,247.62	5000-40-400-21-00-510707-	ELECTRICAL CHARGES			
						Power			
				CHECK 1023408 TOTAL:					3,846.22
1023409	05/29/2025	PRTD	11867	PACIFIC TIRE	66547 64837	44158	05/13/2025	052925	27.68
Invoice: 44158				27.68	0100-30-400-25-00-510300-	PARKS #419 - REPAIR FLAT			
						Vehicle Operations			
				66646 64935	44189	05/15/2025		052925	27.68
Invoice: 44189				27.68	0100-20-200-14-00-510300-	POLICE-Flat repair unit #170			
						Vehicle Operations			
				66647 64936	43426	05/19/2025		052925	27.14
Invoice: 43426				27.14	0100-20-200-14-00-510300-	POLICE-Flat repair unit #202			
						Vehicle Operations			
				CHECK 1023409 TOTAL:					82.50
1023410	05/29/2025	PRTD	9209	PAVLETICH ELECTRIC A	66619 64908	17543	05/22/2025	052925	5,070.00
Invoice: 17543				5,070.00	5004-40-500-30-01-510200-	IT - REPAIR TO FIBER ON E ASH AND GOLD			
						Repairs & Maintenance			
				CHECK 1023410 TOTAL:					5,070.00

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 0000-00-000-00-00-100010-					Cash10755					
CHECK NO	CHK	DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						DOCUMENT	INVOICE	DTL	DESC	
1023411	05/29/2025	PRTD	6562	PEOPLEFACTS LLC	66588 64877	2025040202	05/01/2025		052925	58.90
Invoice: 2025040202					58.90	0100-20-200-14-00-510115-	Credit Report: PD, Monitoring/Finance Charge Recruitment			
					CHECK 1023411 TOTAL:				58.90	
1023412	05/29/2025	PRTD	1118	PLACEWORKS, INC.	66432 64722	COSH-01.0 - 7	04/30/2025		052925	69,036.09
Invoice: COSH-01.0 - 7					69,036.09	0100-10-145-13-00-510400-	Prof Services: 2023 General Plan Update & EIR Professional Services			
					CHECK 1023412 TOTAL:				69,036.09	
1023413	05/29/2025	PRTD	7815	PROFORCE LAW ENFORCE	66641 64930	573977	05/14/2025	20250250	052925	1,519.01
Invoice: 573977					1,519.01	0100-20-200-14-00-510001-	POLICE-Vest #336 Departmental Supplies			
					CHECK 1023413 TOTAL:				1,519.01	
1023414	05/29/2025	PRTD	419	PROVOST & PRITCHARD	66569 64858	119833	05/21/2025		052925	1,705.90
Invoice: 119833					1,705.90	0100-30-300-04-00-510400-	SLLC Professional Services Professional Services			
					CHECK 1023414 TOTAL:				1,705.90	
1023415	05/29/2025	PRTD	374	RACHEL G OZAETA	66532 64822	Mileage 05202025	05/20/2025		052925	501.20
Invoice: Mileage 05202025					501.20	0100-20-200-14-00-510505-	Mileage: Human Trafficking Course & Wellness Conf. Travel			
					66698 64985	Per-diem 5/23/25	05/23/2025		052925	449.50
Invoice: Per-diem 5/23/25					449.50	0100-20-200-14-00-510505-	POLICE-Supervisory Course week-1 Travel			
					66700 64987	Per-diem 05/23/25	05/23/2025		052925	449.50
Invoice: Per-diem 05/23/25					449.50	0100-20-200-14-00-510505-	POLICE-Supervisory Course week-2 Travel			
					CHECK 1023415 TOTAL:				1,400.20	

City of Shafter

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						Cash10755				
						INV DATE	PO	WARRANT	NET	
						DOCUMENT	INVOICE	DTL	DESC	
1023416	05/29/2025	PRTD	991	RAVI PUDIPEDDI	66624 64913	NOINV - 05.21.2025	05/21/2025	052925		25.00
Invoice: NOINV - 05.21.2025						25.00 0100-40-400-18-00-510501-	REIMBURSEMENT FOR ASCE MEETING Training			
							CHECK	1023416	TOTAL:	25.00
1023417	05/29/2025	PRTD	15380	RICK'S LOCK & KEY	66668 64956	0001336	05/21/2025	052925		200.00
Invoice: 0001336						200.00 5100-50-405-28-90-510205-	CITY HALL - REPAIR DOOR Building Repair & Maintenance			
							CHECK	1023417	TOTAL:	200.00
1023418	05/29/2025	PRTD	12600	ROBERT E CENDEJAS AN	66436 64726	24Q4CEMEX	05/14/2025	052925		37,411.54
Invoice: 24Q4CEMEX						37,789.43 0100-10-125-07-00-510803- -377.89 0100-10-125-07-00-510803-	DEVELOPER OBLIGATIONS 24Q4 Development Agreements Development Agreements			
							CHECK	1023418	TOTAL:	37,411.54
1023419	05/29/2025	PRTD	264	RICHARD SALAZAR JR	66442 64732	2025-405	05/14/2025	052925		1,290.00
Invoice: 2025-405						1,290.00 0100-30-400-25-33-510205-	PARKS - VETERAN'S - REPLACE BROKEN LED FIXTURES Building Repair & Maintenance			
						66479 2025-406 64769	05/15/2025	052925		575.00
Invoice: 2025-406						575.00 0100-30-400-25-30-510205-	PARKS- MANNEL - REPAIR RESTROOM LIGHT INTERIOR Building Repair & Maintenance			
							CHECK	1023419	TOTAL:	1,865.00
1023420	05/29/2025	PRTD	1248	RT LAWRENCE CORPORAT	66629 64918	49735	04/30/2025	052925		719.95
Invoice: 49735						179.99 5000-40-400-21-00-510400- 179.99 5001-40-400-22-00-510400- 359.97 5002-40-400-20-00-510400-	Lockbox SVC Monthly fee, mail backs, charges- Apri Professional Services Professional Services Professional Services			
							CHECK	1023420	TOTAL:	719.95
1023421	05/29/2025	PRTD	885	SAMANTHA CALLAGY	66686 64974	Per diem 5/23/25	05/23/2025	052925		363.50
Invoice: Per diem 5/23/25							POLICE-Radar Operator/LIDAR #314			

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL	DESC		
				363.50	0100-20-200-14-00-510505-		Travel		
						CHECK	1023421	TOTAL:	363.50
1023422	05/29/2025	PRTD	885 SAMANTHA CALLAGY	66705	Per-diem 5/23/25	05/23/2025		052925	363.50
			Invoice: Per-diem 5/23/25	64992					
				363.50	0100-20-200-14-00-510505-		POLICE-Per diem PSP #314 Travel		
						CHECK	1023422	TOTAL:	363.50
1023423	05/29/2025	PRTD	537 SEAN CAUDILLO	66690	Per-diem 5/23/25	05/23/2025		052925	363.50
			Invoice: Per-diem 5/23/25	64978					
				363.50	0100-20-200-14-00-510505-		POLICE-Per diem PSP #301 Travel		
						CHECK	1023423	TOTAL:	363.50
1023424	05/29/2025	PRTD	15015 SHAFTER TRUE VALUE I	66494	2505-226745	05/14/2025		052925	16.61
			Invoice: 2505-226745	64784					
				16.61	0100-30-400-25-30-510200-		PARKS - MANNEL - ADJ FRT TRIG NOZZLE Repairs & Maintenance		
						66495	2505-227139		
			Invoice: 2505-227139	64785		05/16/2025		052925	141.32
				141.32	5002-40-400-20-00-510001-		WATER - EXT CORD/TOWEL Departmental Supplies		
						66496	2505-227641		
			Invoice: 2505-227641	64786		05/19/2025		052925	57.89
				57.89	0100-40-400-19-02-510001-		STREETS - FUEL/OIL Departmental Supplies		
						66497	2505-227707		
			Invoice: 2505-227707	64787		05/19/2025		052925	100.57
				100.57	0100-40-400-19-02-510001-		STREETS - WEED KILLER/BLEACH/HAND SANITIZER Departmental Supplies		
						66498	2505-227825		
			Invoice: 2505-227825	64788		05/20/2025		052925	28.95
				28.95	0100-40-400-19-02-510001-		STREETS - FUEL/OIL Departmental Supplies		
						66499	2505-227833		
			Invoice: 2505-227833	64789		05/20/2025		052925	8.67
				8.67	0100-40-400-19-02-510001-		STREETS #217 - GLASS CLEANER/HAND SANITIZER Departmental Supplies		
						66500	2505-227085		
							05/16/2025	052925	6.52

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
Invoice: 2505-227085				64790						
	6.52	0100-40-400-19-02-510204-				STREETS - PAINT TRAILER - RED BUSHING/SXMT ADAPTER				
				66501	2505-226667	Equipment Repair				
				64791			05/13/2025		052925	40.47
Invoice: 2505-226667						STREETS - CURVE WIRE STRIP/CUTTER/ELEC TAPE				
	28.36	0100-40-400-19-02-510202-				Hardware & Tools				
	12.11	0100-40-400-19-02-510001-				Departmental Supplies				
				66502	2505-226608		05/13/2025		052925	9.96
				64792						
Invoice: 2505-226608						STREETS - PAINT TRAILER - KWICK WELD TUBE				
	9.96	0100-40-400-19-02-510204-				Equipment Repair				
				66549	2505-226761		05/14/2025		052925	105.44
				64839						
Invoice: 2505-226761						WATER - TOWEL/PEST PACK/VEG KILLER/MARKER				
	32.56	5002-40-400-20-00-510001-				Departmental Supplies				
	72.88	5002-40-400-20-00-510200-				Repairs & Maintenance				
				66550	2505-226806		05/14/2025		052925	26.22
				64840						
Invoice: 2505-226806						WATER - CONNECTOR/TEE/EII/COUPLING/ELBOW/REDUCING				
	26.22	5002-40-400-20-00-510200-				Repairs & Maintenance				
				66609	2505-228001		05/21/2025		052925	50.36
				64898						
Invoice: 2505-228001						ALL PARKS - GAS/MGNTC BIT HOLDER/BIT GUIDE				
	38.58	0100-30-400-25-00-510001-				Departmental Supplies				
	11.78	0100-30-400-25-00-510202-				Hardware & Tools				
				66610	2505-227876		05/20/2025		052925	21.43
				64899						
Invoice: 2505-227876						STREETS - MISC ITEMS				
	21.43	0100-40-400-19-02-510200-				Repairs & Maintenance				
				66611	2505-227888		05/20/2025		052925	17.13
				64900						
Invoice: 2505-227888						STREETS - 1/4x1-1/8x3-1/2 U-BOLT/MISC ITEM				
	17.13	0100-40-400-19-02-510200-				Repairs & Maintenance				
				66673	2505-228052		05/21/2025		052925	17.78
				64961						
Invoice: 2505-228052						STREETS - LG CUT RESIST GLOVES				
	17.78	0100-40-400-19-02-510001-				Departmental Supplies				
				66674	2505-228058		05/21/2025		052925	85.79
				64962						
Invoice: 2505-228058						STREETS - GAL PLUS WEED KILLER				
	85.79	0100-40-400-19-02-510200-				Repairs & Maintenance				

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
				66676 64964	2505-228203		05/22/2025		052925	97.10
Invoice: 2505-228203										
	21.44	5002-40-400-20-00-510200-				WATER - SHOVEL/SHEET/TOWEL/DEF KILLER				
	14.56	5002-40-400-20-00-510001-				Repairs & Maintenance				
	61.10	5002-40-400-20-00-510202-				Departmental Supplies				
						Hardware & Tools				
				66678 64966	2505-228184		05/22/2025		052925	14.99
Invoice: 2505-228184										
	14.99	5002-40-400-20-00-510001-				WATER - 18oz CERAM GLS CLEANER/RAINX 32 128oz BUG				
						Departmental Supplies				
				66710 64997	2505-228236		05/22/2025		052925	28.95
Invoice: 2505-228236										
	28.95	5002-40-400-20-00-510001-				WATER - 110oz 50:1 FUEL/OIL				
						Departmental Supplies				
				66711 64998	2505-228075		05/21/2025		052925	11.79
Invoice: 2505-228075										
	11.79	0100-40-400-19-02-510200-				STREETS - MP 8oz YEL THREAD SEAL				
						Repairs & Maintenance				
						CHECK	1023424	TOTAL:		887.94
1023425	05/29/2025	PRTD	14509	SHAFTER WASCO PUBLIS	66457 64747	3747	05/01/2025		052925	178.00
Invoice: 3747										
	178.00	0100-30-300-75-51-510804-				Advertising for 5/2/25 First Fridays & Market				
						Community Promotions				
				66458 64748	3751		05/08/2025		052925	167.48
Invoice: 3751										
	167.48	0100-10-135-09-00-510400-				Public Hearing Notice for AB2561				
						Professional Services				
				66563 64853	3762		05/15/2025		052925	192.85
Invoice: 3762										
	192.85	0100-10-145-13-00-510104-				Zone Code Amendment No. 25-22 for PC				
						Advertising				
						CHECK	1023425	TOTAL:		538.33
1023426	05/29/2025	PRTD	13737	SITEONE LANDSCAPE SU	66438 64728	153493302-001	05/13/2025		052925	156.30
Invoice: 153493302-001										
	156.30	0100-30-400-25-00-510202-				ALL PARKS #416/#124 - TOOLS				
						Hardware & Tools				
				66439 64729	153493339-001		05/13/2025		052925	453.06
Invoice: 153493339-001										
	453.06	0100-40-400-19-02-510110-				STREETS - ROTATOR/NOZZLE				
						Landscaping Services				

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC		
								CHECK	1023426	TOTAL: 609.36
1023427	05/29/2025	PRTD	1300	DAISY MADRIGAL	66478 1444 64768		05/12/2025		052925	515.87
				Invoice: 1444		ALL PW'S - TSHIRTS		Training		
				85.97 5101-50-400-24-00-510501-				Training		
				85.98 5002-40-400-20-00-510501-				Training		
				85.98 0100-30-400-25-00-510501-				Training		
				85.98 5000-40-400-21-00-510501-				Training		
				85.98 0100-40-400-19-02-510501-				Training		
				85.98 0100-40-400-18-00-510501-				Training		
								CHECK	1023427	TOTAL: 515.87
1023428	05/29/2025	PRTD	449	ST OF CA DEPT OF JUS	66586 815068 64876		05/05/2025		052925	758.00
				Invoice: 815068		Live Scans: PD		Recruitment		
				102.00 0100-20-200-14-00-510115-				Livescan Deposits		
				656.00 0100-00-000-00-00-205304-						
								CHECK	1023428	TOTAL: 758.00
1023429	05/29/2025	PRTD	560	STATE CONTROLLER	66643 FTB-00008129 64932		05/07/2025		052925	28.43
				Invoice: FTB-00008129		POLICE-FTB OFFSETS 2024		Service Agreements		
				28.43 0100-20-200-14-00-510100-						
								CHECK	1023429	TOTAL: 28.43
1023430	05/29/2025	PRTD	15500	STORM KINKADE	66702 Per-diem 5/23/25 64989		05/23/2025		052925	363.50
				Invoice: Per-diem 5/23/25		POLICE-Per diem for PSP #287		Travel		
				363.50 0100-20-200-14-00-510505-						
								CHECK	1023430	TOTAL: 363.50
1023431	05/29/2025	PRTD	1337	SUPERIOR AG & AUTO I	66600 3328 64889		05/21/2025		052925	16.28
				Invoice: 3328		STREETS - MNPT QUICK CONNECT ADAPTER		Equipment Repair		
				16.28 0100-40-400-19-02-510204-						
								CHECK	1023431	TOTAL: 16.28

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC			
1023432	05/29/2025	PRTD	3161 SWRCB ACCOUNTING OFF	66598 64887	NOINV - 05.22.2025	05/20/2025		052925	80.00
Invoice: NOINV - 05.22.2025				80.00	5002-40-400-20-00-510501-	WATER - DISTRIUTION OPER RENEWAL - R PENA Training			
						CHECK	1023432	TOTAL:	80.00
1023433	05/29/2025	PRTD	298 TAG/AMS, INC	66507 64797	3236	04/11/2025		052925	250.00
Invoice: 3236				95.00	5101-50-400-24-00-510400-	Random DOT Test PW			
				95.00	0100-30-400-25-00-510400-	Professional Services			
				48.00	5002-40-400-20-00-510400-	Professional Services			
				12.00	5000-40-400-21-00-510400-	Professional Services			
				66508 64798	3480	05/02/2025		052925	300.00
Invoice: 3480				300.00	5003-40-140-12-00-510400-	FTA Renewal Fee			
				66509 64799	3732	05/15/2025		052925	95.00
Invoice: 3732				95.00	0100-40-400-19-02-510400-	Random DOT Test PW			
				66520 64810	3733	05/15/2025		052925	95.00
Invoice: 3733				95.00	5003-40-140-12-00-510400-	Random DOT Test TRN			
						CHECK	1023433	TOTAL:	740.00
1023434	05/29/2025	PRTD	787 TETER, INC.	66724 65011	62065	05/12/2025	20250277	052925	4,117.19
Invoice: 62065				4,117.19		POLICE SUBSTATION - DESIGN/DOCUMENT DEVELOPMENT			
					E PD00001 -20 -210				
					0100-60-200-14-00-580200-	Capital Prj.- Buildings & Imp.			
						CHECK	1023434	TOTAL:	4,117.19
1023435	05/29/2025	PRTD	11 SOUND CALIFORNIA NEW	66309 64600	042589218	04/30/2025		052925	809.90
Invoice: 042589218				608.46		NS PARK/PD SUB - NOTICES			
					E PK00008 -40 -400				
					0100-60-400-25-40-580200-	Capital Prj.- Buildings & Imp.			
				201.44					

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
				E PD00001 -40 -400	0308-60-200-14-00-580200-	-0308				
							Capital Prj.- Buildings & Imp.			
							CHECK 1023435 TOTAL:			809.90
1023436	05/29/2025	PRTD	12660	TRAFFIC MANAGEMENT I	66599 06-1926700		03/12/2025		052925	340.99
					64888					
				Invoice: 06-1926700			STREETS - SIGN/ANTI GRAFFITI			
				340.99	0100-40-400-19-02-510200-		Repairs & Maintenance			
							CHECK 1023436 TOTAL:			340.99
1023437	05/29/2025	PRTD	303	TYACK'S TIRES	66623 241756		05/14/2025		052925	399.74
					64912					
				Invoice: 241756			PARKS - TRACKER - TIRE REPAIR			
				399.74	0100-30-400-25-00-510204-		Equipment Repair			
							CHECK 1023437 TOTAL:			399.74
1023438	05/29/2025	PRTD	4603	ULINE SHIPPING SUPPL	66638 192323931		04/30/2025		052925	184.22
					64927					
				Invoice: 192323931			POLICE-Property room supplies			
				184.22	0100-20-200-14-00-510001-		Departmental Supplies			
							CHECK 1023438 TOTAL:			184.22
1023439	05/29/2025	PRTD	1101	VESTIS GROUP, INC. (	66484 2601722294		05/13/2025		052925	64.12
					64774					
				Invoice: 2601722294			LEARNING CENTER - MAT SERVICES			
				64.12	5100-50-405-28-50-510100-		Service Agreements			
					66485 2601722290		05/13/2025		052925	157.80
					64775					
				Invoice: 2601722290			CITY HALL - MATS SERVICES/RESTROOM SERVICES			
				157.80	5100-50-405-28-90-510100-		Service Agreements			
					66516 2601723088		05/15/2025		052925	464.83
					64806					
				Invoice: 2601723088			ALL PW'S - UNIFORMAL SERVICES			
				121.55	0100-30-400-25-00-500502-		Uniform & Equipment Allowance			
				18.17	5101-50-400-24-00-500502-		Uniform & Equipment Allowance			
				17.73	5101-50-400-24-00-510001-		Departmental Supplies			
				163.56	0100-40-400-19-02-500502-		Uniform & Equipment Allowance			
				1.95	5006-40-400-23-00-500502-		Uniform & Equipment Allowance			
				28.18	5000-40-400-21-00-500502-		Uniform & Equipment Allowance			
				111.16	5002-40-400-20-00-500502-		Uniform & Equipment Allowance			
				2.53	5101-50-400-24-00-500502-		Uniform & Equipment Allowance			

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC		
				66620 64909	2601724143	05/20/2025		052925	267.60
Invoice: 2601724143							CITY HALL - MATS AND TABLECLOTHS		
	102.60	5100-50-405-28-90-510100-					Service Agreements		
	82.50	0100-10-100-01-00-510001-					Departmental Supplies		
	82.50	0100-10-110-03-00-510001-					Departmental Supplies		
				66622 64911	2601724144	05/20/2025		052925	194.65
Invoice: 2601724144							CITY HALL - SANITIZER SERVICES/SOAP SERVICES		
	194.65	5100-50-405-28-90-510100-					Service Agreements		
				66662 64950	2601724946	05/22/2025		052925	676.00
Invoice: 2601724946							ALL PW'S - UNIFORMAL SERVICES		
	219.61	0100-30-400-25-00-500502-					Uniform & Equipment Allowance		
	7.42	5101-50-400-24-00-500502-					Uniform & Equipment Allowance		
	17.73	5101-50-400-24-00-510001-					Departmental Supplies		
	175.62	0100-40-400-19-02-500502-					Uniform & Equipment Allowance		
	1.95	5006-40-400-23-00-500502-					Uniform & Equipment Allowance		
	137.80	0100-30-400-25-00-510001-					Departmental Supplies		
	28.58	5000-40-400-21-00-500502-					Uniform & Equipment Allowance		
	84.76	5002-40-400-20-00-500502-					Uniform & Equipment Allowance		
	2.53	5101-50-400-24-00-500502-					Uniform & Equipment Allowance		
				CHECK 1023439 TOTAL:					1,825.00
1023440	05/29/2025	PRTD	1426 VICTORIA LOPEZ	66525 64815	Mileage 05202025	05/20/2025		052925	29.40
Invoice: Mileage 05202025							Mileage: CPR Training		
	29.40	5003-40-140-12-00-510505-					Travel		
				CHECK 1023440 TOTAL:					29.40
1023441	05/29/2025	PRTD	792 WEST COAST DT SOLUTI	2056 64751		05/17/2025		052925	911.23
Invoice: 2056							Bosch Video view Plus lic.- Qty10/POE Injectors		
	205.94	0100-20-200-14-13-510202-					Hardware & Tools		
	205.94	0808-40-400-19-04-510202-					Hardware & Tools		
	499.35	5103-50-500-29-00-510155-					IT Subscription		
				CHECK 1023441 TOTAL:					911.23
1023442	05/29/2025	PRTD	1341 WILLIAMS SCOTSMAN, I	66663 64951	9023784226	05/22/2025		052925	2,747.51
Invoice: 9023784226							POLICE - MOBILE OFFICE		
	2,747.51	0100-20-200-14-13-510602-					Property Rental		

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
CHECK NO CHK DATE TYPE VENDOR NAME

CASH ACCOUNT: 0000-00-000-00-00-100010-				Cash10755						
CHECK NO	CHK	DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
DOCUMENT						INVOICE DTL DESC				
						CHECK	1023442	TOTAL:		2,747.51
1023443	05/29/2025	PRTD	13495	WINTER AUTOMOTIVE RE	66649	2215	05/15/2025	052925		100.93
				Invoice: 2215	64937		POLICE-Oil service unit #151			
				100.93	0100-20-200-14-00-510300-		Vehicle Operations			
					66650	2214	05/15/2025	052925		100.93
				Invoice: 2214	64938		POLICE-Oil service unit #170			
				100.93	0100-20-200-14-00-510300-		Vehicle Operations			
						CHECK	1023443	TOTAL:		201.86
1023444	05/29/2025	PRTD	1495	WITCHER ELECTRIC INC	66477	41624AA	05/14/2025	052925		415.04
				Invoice: 41624AA	64767		WATER - WELL #21/TANK #3 - FILL WORK			
				415.04	5002-40-400-20-00-510200-		Repairs & Maintenance			
						CHECK	1023444	TOTAL:		415.04
1023445	05/29/2025	PRTD	782	XIT INC	66728	INV206776	05/19/2025	20250308	052925	6,251.54
				Invoice: INV206776	65015		Bosch PTZ Front Parking Safety Camera Install			
				6,251.54	5103-50-500-29-00-510400-		Professional Services			
						CHECK	1023445	TOTAL:		6,251.54
1023446	05/29/2025	PRTD	1253	YESICA RUBIO	66687	Per-diem 5/23/25	05/23/2025	052925		363.50
				Invoice: Per-diem 5/23/25	64975		POLICE-Radar Operator/LIDAR #330			
				363.50	0100-20-200-14-00-510505-		Travel			
						CHECK	1023446	TOTAL:		363.50
						NUMBER OF CHECKS	108	*** CASH ACCOUNT TOTAL ***		1,096,093.58
						TOTAL PRINTED CHECKS	COUNT	AMOUNT		
						TOTAL EFT'S	107	1,096,022.01		
							1	71.57		
						*** GRAND TOTAL ***		1,096,093.58		

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED
CLERK: 5292blopez

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025 11	576										
APP	0100-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		960,080.84	
								AP CASH DISBURSEMENTS JOURNAL			
APP	0000-00-000-00-00-100010-		05/29/2025	052925	052925			Cash: Mission Bank Acct#10755			1,096,093.58
								AP CASH DISBURSEMENTS JOURNAL			
APP	5002-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		21,312.09	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5000-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		3,829.03	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5003-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		855.18	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5100-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		6,368.81	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5001-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		189.33	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5101-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		293.81	
								AP CASH DISBURSEMENTS JOURNAL			
APP	0310-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		74,346.57	
								AP CASH DISBURSEMENTS JOURNAL			
APP	0808-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		1,245.94	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5103-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		20,918.81	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5102-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		40.85	
								AP CASH DISBURSEMENTS JOURNAL			
APP	0200-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		873.14	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5004-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		5,533.84	
								AP CASH DISBURSEMENTS JOURNAL			
APP	0308-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		201.44	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5006-00-000-00-00-205000-		05/29/2025	052925	052925			Accts Payable		3.90	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										1,096,093.58	1,096,093.58
APP	0000-00-000-00-00-209001-		05/29/2025	052925	052925			Due To 0100 - Gen Fund		960,080.84	
APP	0100-00-000-00-00-109000-		05/29/2025	052925	052925			Due From Funds - Cash Pool			960,080.84
APP	0000-00-000-00-00-209038-		05/29/2025	052925	052925			Due To 5002 - Water Operat		21,312.09	
APP	5002-00-000-00-00-109000-		05/29/2025	052925	052925			Due From Funds - Cash Pool			21,312.09
APP	0000-00-000-00-00-209036-		05/29/2025	052925	052925			Due To 5000 - Wastewtr Operat		3,829.03	
APP	5000-00-000-00-00-109000-							Due From Funds - Cash Pool			3,829.03

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL									
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
		05/29/2025	052925	052925						
APP	0000-00-000-00-00-209039-	05/29/2025	052925				Due To 5003 - Transit Operat		855.18	
APP	5003-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			855.18
APP	0000-00-000-00-00-209046-	05/29/2025	052925				Due To 5100 - Facility Maint		6,368.81	
APP	5100-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			6,368.81
APP	0000-00-000-00-00-209037-	05/29/2025	052925				Due To 5001 - Refuse Operat		189.33	
APP	5001-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			189.33
APP	0000-00-000-00-00-209047-	05/29/2025	052925				Due To 5101 - Vehicle Maint		293.81	
APP	5101-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			293.81
APP	0000-00-000-00-00-209310-	05/29/2025	052925				Due To 0310 - Public Safety		74,346.57	
APP	0310-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			74,346.57
APP	0000-00-000-00-00-209032-	05/29/2025	052925				Due To 0808 - LLMD - 001-2015		1,245.94	
APP	0808-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			1,245.94
APP	0000-00-000-00-00-209049-	05/29/2025	052925				Due To 5103 - Info Tech		20,918.81	
APP	5103-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			20,918.81
APP	0000-00-000-00-00-209048-	05/29/2025	052925				Due To 5102 - Risk Management		40.85	
APP	5102-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			40.85
APP	0000-00-000-00-00-209002-	05/29/2025	052925				Due To 0200 - Federal Grant		873.14	
APP	0200-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			873.14
APP	0000-00-000-00-00-209040-	05/29/2025	052925				Due To 5004 - Telecom Operat		5,533.84	
APP	5004-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			5,533.84
APP	0000-00-000-00-00-209060-	05/29/2025	052925				Due To 0308 - Street Projects		201.44	
APP	0308-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			201.44
APP	0000-00-000-00-00-209042-	05/29/2025	052925				Due To 5006 - Rail Operat		3.90	
APP	5006-00-000-00-00-109000-	05/29/2025	052925				Due From Funds - Cash Pool			3.90

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0000	Pooled Cash Fund	2025	11	576	05/29/2025			
	0000-00-000-00-00-100010-					Cash: Mission Bank Acct#10755		1,096,093.58
	0000-00-000-00-00-209001-					Due To 0100 - Gen Fund	960,080.84	
	0000-00-000-00-00-209002-					Due To 0200 - Federal Grant	873.14	
	0000-00-000-00-00-209032-					Due To 0808 - LLMD - 001-2015	1,245.94	
	0000-00-000-00-00-209036-					Due To 5000 - Wastewtr Operat	3,829.03	
	0000-00-000-00-00-209037-					Due To 5001 - Refuse Operat	189.33	
	0000-00-000-00-00-209038-					Due To 5002 - Water Operat	21,312.09	
	0000-00-000-00-00-209039-					Due To 5003 - Transit Operat	855.18	
	0000-00-000-00-00-209040-					Due To 5004 - Telecom Operat	5,533.84	
	0000-00-000-00-00-209042-					Due To 5006 - Rail Operat	3.90	
	0000-00-000-00-00-209046-					Due To 5100 - Facility Maint	6,368.81	
	0000-00-000-00-00-209047-					Due To 5101 - Vehicle Maint	293.81	
	0000-00-000-00-00-209048-					Due To 5102 - Risk Management	40.85	
	0000-00-000-00-00-209049-					Due To 5103 - Info Tech	20,918.81	
	0000-00-000-00-00-209060-					Due To 0308 - Street Projects	201.44	
	0000-00-000-00-00-209310-					Due To 0310 - Public Safety	74,346.57	
						FUND TOTAL	1,096,093.58	1,096,093.58
0100	General Fund	2025	11	576	05/29/2025			
	0100-00-000-00-00-109000-					Due From Funds - Cash Pool		960,080.84
	0100-00-000-00-00-205000-					Accts Payable	960,080.84	
						FUND TOTAL	960,080.84	960,080.84
0200	Federal Grant	2025	11	576	05/29/2025			
	0200-00-000-00-00-109000-					Due From Funds - Cash Pool		873.14
	0200-00-000-00-00-205000-					Accts Payable	873.14	
						FUND TOTAL	873.14	873.14
0308	State Grants Projects	2025	11	576	05/29/2025			
	0308-00-000-00-00-109000-					Due From Funds - Cash Pool		201.44
	0308-00-000-00-00-205000-					Accts Payable	201.44	
						FUND TOTAL	201.44	201.44
0310	Public Safety Impact Fees	2025	11	576	05/29/2025			
	0310-00-000-00-00-109000-					Due From Funds - Cash Pool		74,346.57
	0310-00-000-00-00-205000-					Accts Payable	74,346.57	
						FUND TOTAL	74,346.57	74,346.57
0808	LLMD - 001-2015	2025	11	576	05/29/2025			
	0808-00-000-00-00-109000-					Due From Funds - Cash Pool		1,245.94
	0808-00-000-00-00-205000-					Accts Payable	1,245.94	
						FUND TOTAL	1,245.94	1,245.94

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
5000 Wastewater Operations 5000-00-000-00-00-109000- 5000-00-000-00-00-205000-	2025 11	576	05/29/2025	Due From Funds - Cash Pool Accts Payable	3,829.03	3,829.03
				FUND TOTAL	3,829.03	3,829.03
5001 Refuse Operations 5001-00-000-00-00-109000- 5001-00-000-00-00-205000-	2025 11	576	05/29/2025	Due From Funds - Cash Pool Accts Payable	189.33	189.33
				FUND TOTAL	189.33	189.33
5002 Water Operations 5002-00-000-00-00-109000- 5002-00-000-00-00-205000-	2025 11	576	05/29/2025	Due From Funds - Cash Pool Accts Payable	21,312.09	21,312.09
				FUND TOTAL	21,312.09	21,312.09
5003 Transit Operations 5003-00-000-00-00-109000- 5003-00-000-00-00-205000-	2025 11	576	05/29/2025	Due From Funds - Cash Pool Accts Payable	855.18	855.18
				FUND TOTAL	855.18	855.18
5004 Telecommunications Operations 5004-00-000-00-00-109000- 5004-00-000-00-00-205000-	2025 11	576	05/29/2025	Due From Funds - Cash Pool Accts Payable	5,533.84	5,533.84
				FUND TOTAL	5,533.84	5,533.84
5006 Rail Operations 5006-00-000-00-00-109000- 5006-00-000-00-00-205000-	2025 11	576	05/29/2025	Due From Funds - Cash Pool Accts Payable	3.90	3.90
				FUND TOTAL	3.90	3.90
5100 Facility Maintenance 5100-00-000-00-00-109000- 5100-00-000-00-00-205000-	2025 11	576	05/29/2025	Due From Funds - Cash Pool Accts Payable	6,368.81	6,368.81
				FUND TOTAL	6,368.81	6,368.81
5101 Vehicle Maintenance 5101-00-000-00-00-109000- 5101-00-000-00-00-205000-	2025 11	576	05/29/2025	Due From Funds - Cash Pool Accts Payable	293.81	293.81
				FUND TOTAL	293.81	293.81

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
5102	Risk Management	2025	11	576	05/29/2025			
	5102-00-000-00-00-109000-					Due From Funds - Cash Pool		40.85
	5102-00-000-00-00-205000-					Accts Payable	40.85	
						FUND TOTAL	40.85	40.85
5103	Information Technology	2025	11	576	05/29/2025			
	5103-00-000-00-00-109000-					Due From Funds - Cash Pool		20,918.81
	5103-00-000-00-00-205000-					Accts Payable	20,918.81	
						FUND TOTAL	20,918.81	20,918.81

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0000 Pooled Cash Fund	1,096,093.58	
0100 General Fund		960,080.84
0200 Federal Grant		873.14
0308 State Grants Projects		201.44
0310 Public Safety Impact Fees		74,346.57
0808 LLMD - 001-2015		1,245.94
5000 Wastewater Operations		3,829.03
5001 Refuse Operations		189.33
5002 Water Operations		21,312.09
5003 Transit Operations		855.18
5004 Telecommunications Operations		5,533.84
5006 Rail Operations		3.90
5100 Facility Maintenance		6,368.81
5101 Vehicle Maintenance		293.81
5102 Risk Management		40.85
5103 Information Technology		20,918.81
TOTAL	1,096,093.58	1,096,093.58

** END OF REPORT - Generated by Brenda Lopez **

**MINUTES OF THE REGULAR MEETING OF THE
SHAFTER CITY COUNCIL
COUNCIL CHAMBER, 336 PACIFIC AVENUE
MEETING HELD IN-PERSON AND VIA ZOOM AND LIVESTREAM TO YOUTUBE
TUESDAY, MARCH 18, 2025**

CALL TO ORDER: 6:00 PM

ROLL CALL:

PRESENT (In-Person): Mayor Givens, Mayor Pro Tem Olvera, Council Members Espinoza, and Prout. Absent with an excused absence: Council Member Alvarado. Also present: City Manager Lippincott, Deputy City Clerk Aleman, Deputy Public Works Director Gonzalez, IT Specialist Herrera, Public Works Director James, City Attorney Martinez, Chief of Police Milligan, City Clerk Pallares, City Engineer Pudipeddi and Finance Director Sanchez.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Olvera

INVOCATION: Council Member Espinoza

APPROVAL OF AGENDA:

MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL APPROVED THE AGENDA AS AMENDED, TO MOVE CONSENT CALENDAR ITEM NO. 10 TO MANAGEMENT REPORT NO. 1 AND APPROVED CONSENT CALENDAR ITEMS 1-9 AS AMENDED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ESPINOZA, GIVENS, OLVERA, AND PROUT.

NAYS: NONE.

ABSENT: ALVARADO.

ABSTENTIONS: NONE.

PRESENTATION:

1. Public Works Director James and Micah Dickman, VP at Urban SDK, gave a presentation on Urban SDK's Traffic Monitoring Platform.

PUBLIC COMMENT:

City Clerk Pallares read a letter from Malachi Dewitt, a Cal Poly SLO student and Shafter native. He urged high-density downtown redevelopment with multi-story housing and offices to boost economic activity, walkability, and tax revenues, supporting small businesses and reducing reliance on Bakersfield.

COUNCIL ANNOUNCEMENTS AND REPORTS:

On March 3–7, 2025, Council Members Espinoza and Prout participated in Read Across America, at local elementary schools.

On March 7, 2025, Council Members Espinoza and Prout attended a free car seat safety check sponsored by Assemblymember Dr. Jasmeet Bains and Kern County Health Department.

On March 7, 2025, Council Member Prout attended the First Fridays Downtown Street Fair and Market.

March 13, 2025, Council Members Espinoza and Prout attended the grand opening of BeMobile Verizon store.

On March 18, 2025, Council Member Espinoza attended a Kern COG 101 training session at City Hall.

Mayor Givens noted the First Fridays success, crediting City Staff. He highlighted the Kern County Health Department and Assemblymember Dr. Jasmeet Bains office for the car seat event.

Council Member Espinoza requested City Manager Lippincott and City Attorney Martinez to review council conduct and procedures.

Mayor Givens invited the community to a World Bipolar Day event in Wasco on Sunday, March 30, 2025.

CONSENT CALENDAR:

1. Approve General Checks: February 28, 2025, March 7, 2025, March 12, 2025, March 13, 2025.
2. Approve Payroll: February 28, 2025, March 3, 2025, March 3, 2025, March 6, 2025, March 7, 2025.
3. Approve Minutes: December 3, 2024, December 17, 2024, December 17, 2024, January 7, 2025.
4. Council finds the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; adopt Resolution 3009, a Resolution of the City Council of the City of Shafter accepting the 2024 Housing Element Annual Progress Report attached as "Exhibit A"; and direct staff to submit to State Office of Land Use and Climate Innovation, State Department of Housing and Community Development, and Kern Council of Governments.
5. Council find the project is exempt from the California Environmental Quality Act; conduct hearing and introduce for second reading, by title only, and waive reading, and adopt Ordinance No. 763, an Ordinance of the City Council of the City of Shafter, California, approving Amendment No. 1 of Development Agreement No. 23-21 for Revised Tentative Tract No. 7244 as set forth in Exhibit “A” of the Ordinance.
6. Council find that the approval of the final map is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and approve the final map for Tract No. 6614 Phase 1.
7. Council approve the renewal of the Juniper annual support contract for the City’s core network switches in the amount of \$11,214.44
8. Council find the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines; and adopt Resolution 3010, a Resolution of the City Council of the City of Shafter limiting, prohibiting or restricting the stopping, parking, or standing of vehicles on certain portions of West Tulare Avenue.
9. Council find the subject activity is exempt from the California Environmental Quality Act; approve a bid proposal submitted by AZCO Supply for the purchase of 29 replacement

streetlight poles and 16 light head assemblies in the amount of \$53,419.08; and authorize the Public Works Director to award purchase of said replacement streetlight poles and fixtures.

10. *MOVED TO MANAGEMENT REPORT* Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; pass and adopt Ordinance No. 764, an Ordinance of the City Council of the City of Shafter, California, Amending Section 2.04.120 of the Shafter Municipal Code Relating to City Council Salary and Benefits.

MOVED (PROUT) AND SECONDED (OLVERA) COUNCIL APPROVED THE AMENDED CONSENT CALENDAR, ITEMS 1–9, MOVING ITEM 10 TO MANAGEMENT REPORT NO. 1. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ESPINOZA, GIVENS, OLVERA, AND PROUT.

NAYS: NONE.

ABSENT: ALVARADO.

ABSTENTIONS: NONE.

PUBLIC HEARINGS:

Should anyone challenge any proposed action which is the subject of a public hearing listed on this agenda, that person challenging any action taken after the public hearing may be limited to raising only those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

1. **COMMUNITY FACILITIES DISTRICT NO. 0816 PUBLIC HEARING AND ELECTION:** Due to a conflict of interest of owning property within 500 feet of the project, Council Member Prout recused herself from the Dais. Deputy Public Works Director Gonzalez made introductory comments. A notice of public hearing was properly advertised.

Mayor Givens opened the public hearing.

Being no members of the public wishing to speak, the public hearing was closed.

MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL FOUND THE ACTION IS NOT DEFINED AS A “PROJECT” PER SECTION 15378(B)(4) OF THE CEQA GUIDELINES; OPENED AND CONDUCTED A PUBLIC HEARING ON THE SUBJECT MATTER; TOOK PUBLIC TESTIMONY; CLOSED THE PUBLIC HEARING; AND THEN COMPLETED THE FOLLOWING: ADOPTED RESOLUTION 3011, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER ESTABLISHING THE CITY OF SHAFTER COMMUNITY FACILITIES DISTRICT NO. 0816, COUNTY OF KERN, STATE OF CALIFORNIA, AND THE BOUNDARIES THEREOF; MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: ALVARADO.

ABSTENTIONS: PROUT.

MOVED (ESPINOZA) AND SECONDED (OLVERA) COUNCIL FOUND THE ACTION IS NOT DEFINED AS A “PROJECT” PER SECTION 15378(B)(4) OF THE CEQA GUIDELINES; ADOPTED RESOLUTION 3012, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF THE CITY OF SHAFTER COMMUNITY FACILITIES DISTRICT NO. 0816 A PROPOSITION WITH RESPECT TO THE ANNUAL LEVY OF SPECIAL TAXES WITHIN SAID COMMUNITY FACILITIES DISTRICT TO PAY THE COSTS OF CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT AND A PROPOSITION WITH RESPECT TO ESTABLISHING AN APPROPRIATIONS LIMIT

FOR SAID COMMUNITY FACILITIES DISTRICT; MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: ALVARADO.

ABSTENTIONS: PROUT.

MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL FOUND THE ACTION IS NOT DEFINED AS A "PROJECT" PER SECTION 15378(B)(4) OF THE CEQA GUIDELINES; ADOPTED RESOLUTION 3013, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER DECLARING THE RESULTS OF THE SPECIAL ELECTION FOR THE CITY OF SHAFTER COMMUNITY FACILITIES DISTRICT NO. 0816, COUNTY OF KERN, STATE OF CALIFORNIA, ON THE PROPOSITIONS WITH RESPECT TO (I) THE ANNUAL LEVY OF SPECIAL TAXES TO PAY THE COSTS OF CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT AND (II) ESTABLISHING AN APPROPRIATIONS LIMIT. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: ALVARADO.

ABSTENTIONS: PROUT.

MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL FOUND THE ACTION IS NOT DEFINED AS A "PROJECT" PER SECTION 15378(B)(4) OF THE CEQA GUIDELINES; AND CONDUCTED A FIRST READING OF ORDINANCE 765, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF SHAFTER COMMUNITY FACILITIES DISTRICT NO. 0816, COUNTY OF KERN, STATE OF CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX IN SUCH COMMUNITY FACILITIES DISTRICT. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: ALVARADO.

ABSTENTIONS: PROUT.

Council Member Prout returned to the Dais at 6:41 pm.

MANAGEMENT REPORT:

1. ORDINANCE NO. 764 AMENDING CITY COUNCIL SALARY & BENEFITS PROVISIONS: City Manager Lippincott made introductory comments.

MOVED (ESPINOZA) AND SECONDED (OLVERA) COUNCIL FOUND THE ACTION IS NOT DEFINED AS A "PROJECT" PER SECTION 15378(B)(4) OF THE CEQA GUIDELINES; PASSED AND ADOPTED ORDINANCE NO. 764, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER, CALIFORNIA, AMENDING SECTION 2.04.120 OF THE SHAFTER MUNICIPAL CODE RELATING TO CITY COUNCIL SALARY AND BENEFITS. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ESPINOZA, GIVENS, AND OLVERA.

NAYS: PROUT.

ABSENT: ALVARADO.

ABSTENTIONS: NONE.

2. FISCAL YEAR 2023/2024 FINANCIAL RESULTS: Finance Director Sanchez made introductory comments.

COUNCIL FOUND THIS ITEM IS INFORMATIONAL ONLY AND DOES NOT TRIGGER CEQA REVIEW; RECEIVED THE FINANCE DIRECTOR'S PRESENTATION ON THE FY 2023/2024 FINANCIAL RESULTS.

- 3. UTILITY SERVICE RATE PLAN UPDATE:** Public Works Director James and Brian Bass, Manager with Raftelis made introductory comments.

COUNCIL FOUND THE ACTION IS NOT DEFINED AS A "PROJECT" PER SECTION 15378(B)(5) OF THE CEQA GUIDELINES; AND RECEIVED A PRESENTATION FROM CITY STAFF COVERING RECOMMENDATIONS FOR FUTURE WATER AND WASTEWATER MONTHLY SERVICE RATES.

CITY MANAGER COMMENTS AND REPORTS: No reports at this time.

DEPARTMENT DIRECTOR COMMENTS AND REPORTS: No reports at this time.

RECESS:

MOVED (PROUT) AND SECONDED (ESPINOZA) COUNCIL RECESSED INTO CLOSED SESSION AT 7:17 P.M.

CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: Pursuant to California Government Code, Section 54956.9(a). Name of Case: California Department of Tax and Fee Administration Petitions of the Cities of Alameda, et al (Williams-Sonoma DTC, Inc. Case IDs: 757063, 284-450, 20127075. *NO REPORTABLE ACTION.*

ADJOURNMENT:

MOVED (ESPINOZA) AND SECONDED (OLVERA) COUNCIL ADJOURNED THE MEETING AT 8:30 P.M. MOTION CARRIED WITH NO OPPOSITION WITH COUNCIL MEMBER ALVARADO ABSENT.

Chad Givens, Mayor

ATTEST:

Yazmina Pallares, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
SHAFTER CITY COUNCIL
COUNCIL CHAMBER, 336 PACIFIC AVENUE
MEETING HELD IN-PERSON AND VIA ZOOM AND LIVESTREAM TO YOUTUBE
TUESDAY, APRIL 1, 2025**

CALL TO ORDER: 6:00 PM

ROLL CALL:

PRESENT (In-Person): Mayor Givens, Mayor Pro Tem Olvera, Council Members Alvarado, Espinoza, and Prout. ABSENT: Mayor Pro Tem Olvera with an excused absence: Also present: City Manager Lippincott, Deputy City Clerk Aleman, Planning Director Esselman, Community Services Director Franz, Public Works Director James, City Attorney Martinez, Chief of Police Milligan, City Clerk Pallares, ED Coordinator Perez, IT Specialist Rogers, Finance Director Sanchez, and Community Engagement Manager Zermeno.

PLEDGE OF ALLEGIANCE: Council Member Prout

INVOCATION: Council Member Alvarado

APPROVAL OF AGENDA:

MOVED (ESPINOZA) AND SECONDED (PROUT) COUNCIL DETERMINED THERE WAS A NEED TO TAKE IMMEDIATE ACTION AND THAT THE NEED FOR THE IMMEDIATE ACTION CAME TO THE ATTENTION OF THE COUNCIL SUBSEQUENT TO THE AGENDA BEING POSTED TO REMOVE CLOSED SESSION ITEM NO. 1 AND APPROVED THE AGENDA AS AMENDED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND PROUT.

NAYS: NONE.

ABSENT: OLVERA.

ABSTENTIONS: NONE.

PUBLIC COMMENT:

There were no members of the public wishing to speak.

PRESENTATION:

1. Mayor Givens presented a Resolution of Commendation to the Shafter High Lady Generals JV Soccer Team.

COUNCIL ANNOUNCEMENTS AND REPORTS:

Council Member Alvarado thanked staff, particularly City Clerk Pallares, for coordinating the soccer team recognition on short notice and keeping him informed during his month-long absence due to his mother's surgery. He expressed gratitude for community prayers.

On March 25, 2025, Council Member Espinoza attended the grand opening of Richland School's Expanded Learning Opportunity Program Building.

On March 26, 2025, Council Members Espinoza and Prout attended the Employee Appreciation BBQ at Gossamer Grove Community Park.

On March 26, 2025, Council Member Prout attended the South San Joaquin Valley Policy Committee via Zoom.

On March 28, 2025, Council Member Prout attended the Distinguished Young Women of Shafter Program.

On March 29, 2025, Council Member Prout attended a car show at Don Meyer's residence in memory of Freeman Nixon.

On March 30, 2025, Council Member Prout attended the World Bipolar Day event in Wasco.

On March 31, 2025, Mayor Givens and Council Member Espinoza attended an Oath of Office for Police Dispatch Supervisor Lori Meyer.

CONSENT CALENDAR:

1. Approve General Checks: March 24, 2025, March 27, 2025.
2. Approve Payroll: March 21, 2025.
3. Approve Overtime Report: March 2025.
4. Approve Special Event Permit: Schoepner Shows, Carnival Rides, Mannel Park, May 2-5, 2025.
5. Approve Special Event Permit: Shafter Chamber of Commerce/Cinco de Mayo Committee, Cinco de Mayo Parade and Festival, Downtown and Mannel Park, May 3, 2025.
6. Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; approve the cancellation of the regularly scheduled City Council meeting of April 15, 2025.
7. Council find the requested action is exempt from the California Environmental Quality Act; adopt the City of Shafter Section 3 Compliance Plan; and authorize the City Manager, subject to review by the City Attorney, to make minor updates to the plan, including incorporation of forms and certifications to implement the plan.
8. Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; review Ordinance No. 736, adopting a Military Equipment Use Policy, and review and approve a report of updated inventory of Military Equipment utilized by the Shafter Police Department pursuant to Assembly Bill 481 ("AB 481").
9. Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; approve the expenditure for electronic citation (e-cite) per the quote provided by Crossroads Software, Inc. for \$39,600 and printer purchase from Barcodes for \$11,742.96 for a total cost of \$51,342.96
10. Council find the project is exempt from the California Environmental Quality Act; authorize a budget amendment to ST00038.2 of \$56,000 from the Transportation Development Act fund; approve a proposal from Provost & Pritchard Consulting Group in the amount of \$56,000 for design services related to the Zerker Road Reconstruction Phase IV Project; and authorize the Public Works Director to issue a Notice of Award and Notice to Proceed to Provost & Pritchard Consulting Group.
11. Council find that the action is not defined as a "project" under CEQA, as defined in Section 15378(b)(5) of the CEQA Guidelines: accept the public improvements completed for the

2024 Residential Street Improvement Project (#ST00021.24); approve an appropriation of Transportation Development Act funds totaling \$19,645.07 to the project; and authorize the Deputy Public Works Director to file a notice of completion and acceptance of work for said improvements.

12. Council find that the action is not defined as a “project” under CEQA, as defined in Section 15378(b)(5) of the CEQA Guidelines: accept the public improvements completed for the Stringham Park Amenities (#PK00007); authorize a budget amendment of \$13,132.47 from the City's General Fund; and authorize the Deputy Public Works Director to file a notice of completion and acceptance of work for said improvements.
13. Council find that the action is not defined as a “project” under CEQA, as defined in Section 15378(b)(5) of the CEQA Guidelines: accept the public improvements completed for the Veterans Park Soccer Field Lighting Project (#PK00012); and authorize the Deputy Public Works Director to file a notice of completion and acceptance of work for said improvements.
14. Council find the requested action is exempt from the California Environmental Quality Act; accept and approve a cost proposal for the replacement of a traffic controller and installation of battery backup equipment submitted by Loop Electric, Inc. in the amount of \$54,810; and authorize the Public Works Director to award a construction contract for said services for an amount not to exceed \$60,000.
15. Council find the action is not defined as a "project" under CEQA; read by title only and waive second reading, and adopt Ordinance No. 765 (the “Ordinance”), an Ordinance of the City Council of the City of Shafter, California, acting as the legislative body of Community Facilities District No. 0816 (“CFD No. 0816”), authorizing the levy of special taxes within such community facilities district.

MOVED (PROUT) AND SECONDED (ESPINOZA) COUNCIL APPROVED THE CONSENT CALENDAR AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND PROUT.

NAYS: NONE.

ABSENT: OLVERA.

ABSTENTIONS: NONE.

PUBLIC HEARINGS:

Should anyone challenge any proposed action which is the subject of a public hearing listed on this agenda, that person challenging any action taken after the public hearing may be limited to raising only those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

- 1. EXTENSION OF TIME FOR TENTATIVE TRACT MAP NO. 7421:** Planning Director Esselman made introductory comments. A notice of public hearing was properly advertised.

Mayor Givens opened the public hearing.

Being no members of the public wishing to speak, the public hearing was closed.

MOVED (ESPINOZA) AND SECONDED (PROUT) CITY COUNCIL FOUND THE ACTION HAS ALREADY COMPLIED WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; CONDUCTED A PUBLIC HEARING AND ADOPTED RESOLUTION NO. 3014, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER, APPROVED A TWO (2) YEAR EXTENSION OF TIME FOR TENTATIVE TRACT MAP NO. 7421 LOCATED EAST OF COMMUNITY DRIVE AND NORTH OF EAGLE CREEK DRIVE, SUBJECT TO THE CONDITIONS APPROVED BY

THE CITY COUNCIL ON MARCH 21, 2023, TO NOW EXPIRE ON MARCH 21, 2027. SEE EXHIBIT 2 FOR RESOLUTION NO. 3014. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND PROUT.

NAYS: NONE.

ABSENT: OLVERA.

ABSTENTIONS: NONE.

MANAGEMENT REPORT:

- 1. ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR FISCAL YEAR 2023-2024:** Finance Director Sanchez and Keili Gonzalez, Audit Manager with LSL, made introductory comments.

MOVED (ESPINOZA) AND SECONDED (ALVARADO) COUNCIL FOUND THE ACTION IS NOT DEFINED AS A "PROJECT" PURSUANT TO SECTION 15378(B)(4) OF THE CEQA GUIDELINES; ACCEPTED THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR), FEDERAL SINGLE AUDIT, AND SAS 114 LETTER, FOR THE YEAR ENDED JUNE 30, 2024. NOTE: THE FINAL ACFR WILL BE UPLOADED ON MONDAY, MARCH 31, 2025, AND WILL BE AVAILABLE AT [HTTPS://WWW.SHAFTER.COM/153/FINANCIAL-REPORTS](https://www.shafter.com/153/financial-reports). MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND PROUT.

NAYS: NONE.

ABSENT: OLVERA.

ABSTENTIONS: NONE.

- 2. CITY BRANDING PROJECT WITH CHANDLERTHINKS, LLC. APPROVAL:** Community Engagement Manager Zermeno and Steve Chandler with Chandlerthinks, LLC made introductory comments.

MOVED (ESPINOZA) TO APPROVE THE CITY BRANDING PACKAGE, INCLUDING THE BRAND TRUTHS, SHAFTER'S STORYLINE, A TAGLINE, AND A NEW LOGO FOR THE CITY OF SHAFTER, AS DEVELOPED THROUGH THE BRANDING INITIATIVE WITH CHANDLERTHINKS, LLC. NO SECOND WAS MADE. MOTION DIED.

MOVED (ALVARADO) AND SECONDED (ESPINOZA), COUNCIL CONTINUED THE APPROVAL OF THE CITY BRANDING PACKAGE, INCLUDING THE BRAND TRUTHS, SHAFTER'S STORYLINE, A TAGLINE, AND A NEW LOGO FOR THE CITY OF SHAFTER, AS DEVELOPED THROUGH THE BRANDING INITIATIVE WITH CHANDLERTHINKS, LLC TO THE MAY 6, 2025 CITY COUNCIL MEETING. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND PROUT.

NAYS: NONE.

ABSENT: OLVERA.

ABSTENTIONS: NONE.

- 3. DECLARATION OF LAND LOCATED NEAR RESNICK WAY AND EXPRESS AVENUE (APN 091-253-09) AS NON-EXEMPT SURPLUS PROPERTY:** ED Coordinator Perez made introductory comments.

MOVED (PROUT) AND SECONDED (ALVARADO), COUNCIL FOUND THAT THE ACTION IS NOT DEFINED AS A "PROJECT" PER SECTION 15378(B)(5) OF THE CEQA GUIDELINES; ADOPTED RESOLUTION 3015, A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER DECLARING PROPERTY LOCATED NEAR RESNICK WAY AND EXPRESS AVE (APN 091-253-09) AS NON-EXEMPT SURPLUS LAND; APPROVED THE FORM OF NOTICE OF AVAILABILITY; DIRECTING THE CITY MANAGER TO COMPLY WITH THE REQUIREMENTS OF THE SURPLUS LAND ACT, GOVERNMENT CODE SECTION 54220 ET SEQ. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND PROUT.

NAYS: NONE.

ABSENT: OLVERA.

ABSTENTIONS: NONE.

4. SHAFTER AQUATIC CENTER MODULAR BUILDING PROJECT (PF00004)

AWARD: Public Works Director James made introductory comments.

MOVED (ALVARADO) AND SECONDED (ESPINOZA), COUNCIL FOUND THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; ADOPTED RESOLUTION 3016, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER, AWARDED A CONTRACT FOR THE AQUATICS CENTER PROJECT; AUTHORIZED THE AWARD OF A CONTRACT TO JTS MODULAR, INC. IN THE AMOUNT OF \$2,445,000 FOR THE FABRICATION AND INSTALLATION OF A MODULAR BUILDING AT THE SHAFTER AQUATIC CENTER; AUTHORIZED THE PUBLIC WORKS DIRECTOR TO ISSUE A NOTICE OF AWARD AND NOTICE TO PROCEED TO JTS MODULAR, INC.; AUTHORIZED THE ALLOCATION OF \$630,976.50 FROM THE GENERAL FUND TO REPLACE FEDERAL AMERICAN RESCUE PLAN ACT FUNDS ORIGINALLY DESIGNATED FOR THIS PROJECT; AND APPROVED A TOTAL PROJECT BUDGET OF \$2,700,000 TO ALLOW FOR CONTINGENCIES AND ADDITIONAL PROJECT-RELATED COSTS. CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND PROUT.

NAYS: NONE.

ABSENT: OLVERA.

ABSTENTIONS: NONE.

CITY MANAGER COMMENTS AND REPORTS: No reports at this time.

DEPARTMENT DIRECTOR COMMENTS AND REPORTS: No reports at this time.

RECESS:

CLOSED SESSION:

1. *ITEM REMOVED FROM THE AGENDA* **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** Pursuant to California Government Code, Section 54956.9(a). Name of Case: California Department of Tax and Fee Administration Petitions of the Cities of Alameda, et al (Williams-Sonoma DTC, Inc. Case IDs: 757063, 284-450, 20127075.

ADJOURNMENT:

MOVED (ESPINOZA) AND SECONDED (PROUT) COUNCIL ADJOURNED THE MEETING AT 7:38 P.M. MOTION CARRIED WITH NO OPPOSITION WITH MAYOR PRO TEM OLVERA ABSENT.

ATTEST:

Yazmina Pallares, City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE
SHAFTER CITY COUNCIL
COUNCIL CHAMBER, 336 PACIFIC AVENUE
MEETING HELD IN-PERSON AND VIA ZOOM AND LIVESTREAM ON YOUTUBE
MONDAY, APRIL 28, 2025**

CALL TO ORDER: 5:00 PM

ROLL CALL:

PRESENT (In-Person): Mayor Givens, Council Members Alvarado, Espinoza, and Prout. Mayor Pro Tem Olvera arrived at 5:22 p.m. Also present: City Manager Lippincott, Human Resources Manager Chavolla, Account Supervisor De La Torre, Planning Director Esselman, Building Official Fidler, Community Services Director Franz, Public Works Director James, Chief of Police Milligan, City Clerk Pallares, IT Director Rubio, Finance Director Sanchez, Economic Development Director Siada, and Community Engagement Manager Zermeno

APPROVAL OF AGENDA:

MOVED (PROUT) AND SECONDED (ESPINOZA) COUNCIL APPROVED THE AGENDA AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND PROUT.

NAYS: NONE.

ABSENT: OLVERA.

ABSTENTIONS: NONE.

PUBLIC COMMENT:

There were no members of the public wishing to speak.

MANAGEMENT REPORT:

1. FISCAL YEAR 2025/2026 OPERATING BUDGET WORKSHOP: City Manager Lippincott and Department Directors presented information related to requests for the proposed 2025/2026 budget.

MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL APPROVED TO PREPARE THE FINAL PROPOSED 2025/2026 OPERATING BUDGET AND APPROVED ALL SPECIFIC DEPARTMENTAL BUDGET REQUESTS AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, OLVERA, AND PROUT.

NAYS: NONE.

ABSENT: NONE.

ABSTENTIONS: NONE.

ADJOURNMENT:

MOVED (ESPINOZA) AND SECONDED (OLVERA) COUNCIL ADJOURNED THE MEETING AT 7:36 P.M. MOTION CARRIED WITH NO OPPOSITION.

Chad Givens, Mayor

ATTEST:

Yazmina Pallares, City Clerk



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Rogelio Sanchez, Finance Director

SUBJECT: Accept Treasurer's Reports - March 2025.

RECOMMENDATION

Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; and accept the Treasurer's Report for March 2025.

BACKGROUND

California government code section 41004 requires that the City Treasurer submit to the City Clerk and the legislative body a written report and accounting of all receipts, disbursements, and fund balances. The accompanying report for February meets this Government Code requirement, as well as the requirements of other sections of the Government Code and the City's Investment Policy.

FISCAL IMPACT

There is no fiscal impact resulting from the acceptance of the monthly Treasurer's Report.

CEQA ANALYSIS

The action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines because the action is the acceptance of a treasurer's report and therefore, it is governmental fiscal activity that does not involve any commitment to a specific project that can result in a potentially significant impact and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

No

ATTACHMENTS

1. 250527 Cash Bal by Fund_Rpt
2. 250527 Shafter YTD Budget Update

City of Shafter

Fiscal Year 24/25 (Unaudited)

Monthly Cash Balances

Excludes Unrealized Gain/Losses

Fund	Fund Description	Jan-25	Feb-25	Mar-25
0100	General Fund	84,785,569	87,162,471	87,936,355
0200	Federal Grant	930,614	927,918	935,359
0201	Traffic Safety	280,867	283,292	285,478
0202	Supp. Law Enforcement Fund	348,447	443,110	443,110
0203	Gas Tax	3,116,896	3,162,985	3,204,507
0204	Tran. Dev. Act - Streets	204,443	200,842	197,025
0205	Special Police Services	3,846	3,846	3,846
0206	Asset Forfeitures	220,880	220,880	220,880
0207	Road Maint & Rehab. Acct	773,625	828,564	871,934
0209	Community Develop. Block Grant	(2,242)	(2,242)	(2,242)
0211	Low Moderate Income Housing	1,888,433	1,888,433	1,888,433
0300	Asset Replacement	4,945,509	4,945,509	4,945,509
0301	Wastewater Connection	13,635,070	13,990,507	14,522,807
0302	Refuse Connection	330,237	330,237	330,237
0303	Water Connection	2,653,413	2,683,375	2,722,615
0304	Park Mitigation	472,346	483,753	504,284
0305	Traffic Mitigation	17,067,893	17,404,037	17,915,850
0306	Median Mitigation	114,291	114,291	114,291
0307	MCCF Asset Replacement	3,017	3,017	3,017
0308	State Grants	5,272,372	4,955,276	4,810,944
0310	Public Safety Impact Fees	2,032,875	2,185,001	2,033,722
0600	General Long Term Debt	301,357	301,357	301,357
0800	LLMD - 001-2002	67,578	65,788	62,920
0801	LLMD - 001-2005	(77,364)	(78,175)	(79,371)
0802	LLMD - 002-2005	62,717	62,017	60,428
0803	LLMD - 003-2005	84,295	83,107	81,179
0804	LLMD - 004-2005	(8,940)	(9,707)	(10,427)
0805	LLMD - 001-2006	62,221	61,650	60,547
0806	LLMD - 001-2007	(77,152)	(78,161)	(79,633)
0807	LLMD - 002-2007	(103,814)	(105,472)	(108,235)
0808	LLMD - 001-2015	1,931,967	1,915,528	1,901,031
0809	LLMD - 001-1995	1,879	1,879	1,879
0810	LLMD - 001-1998	112,745	112,572	112,132
0811	LLMD - 001-2009	209,989	209,206	208,384
0812	LLMD - 001-2021	(2,366)	(2,421)	(2,475)
0813	CFD-0813	(25,960)	(25,960)	(25,960)
0815	CFD-0815	5,958	5,958	5,450
0816	CFD-0816	10,000	10,000	10,000
5000	Wastewater Operations	2,870,970	2,512,422	2,079,491
5001	Refuse Operations	490,884	424,428	377,365
5002	Water Operations	(888,394)	(1,107,168)	(1,562,603)
5003	Transit Operations	(278,395)	(331,041)	(365,026)
5004	Telecommunications Operations	(664,891)	(644,762)	(643,792)
5005	MCCF Operations	(4)	(4)	(4)
5006	Rail Operations	(1,792,952)	(1,801,803)	(1,810,684)
5100	Facility Maintenance	34,889	(10,954)	(11,843)
5101	Vehicle Maintenance	20,153	19,795	18,095
5102	Risk Management	(531,255)	(422,156)	(477,444)
5103	Information Technology	(57,706)	(29,120)	17,344
Totals		140,836,814	143,353,909	144,008,065



Treasurer's Report

City - US Bank - Safekeeping (83145)

[03-01-2025]--[03-31-2025]

03/01/2025 - 03/31/2025

Dated: 05/27/2025

Locked Down

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Dated: 05/27/2025

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GAAP Financials

03/01/2025 - 03/31/2025

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City - US Bank - Safekeeping (83145)

Dated: 05/27/2025

Balance Sheet		City - US Bank - Safekeeping	
As of:	02/28/2025	03/31/2025	
Accumulated Allowance Written Off	0.00	0.00	
Accumulated Non-Purchased Allowance	0.00	0.00	
Original Cost less Due	101,917,435.56	103,847,302.56	
Net Accumulated Amortization/Accretion	471,198.12	510,677.89	
Net Accumulated OTTI	0.00	0.00	
Book Value less Due	102,388,633.68	104,357,980.45	
Due and Accrued	572,291.78	668,438.58	
Book Value + Accrued	102,960,925.47	105,026,419.04	
Net Unrealized Carrying Value Gain	-833,571.11	-653,350.00	
Carrying Value and Accrued	102,127,354.36	104,373,069.04	

Income Statement		City - US Bank - Safekeeping	
	Begin Date	03/01/2025	
	End Date	03/31/2025	
Net Amortization/Accretion Income		39,479.77	
Interest Income	258,324.14		
Dividend Income	0.00		
Foreign Tax Withheld Expense	0.00		
Misc Income	0.00		
Net Allowance Expense	0.00		
Income Subtotal		258,324.14	
Net Realized Gain/Loss	0.00		
Impairment Loss	0.00		
Net Gain/Loss		0.00	
Expense	0.00		
Net Income		297,803.91	
Transfers In/Out		1,767,689.66	
Change in Unrealized Gain/Loss		180,221.11	

Statement of Cash Flows		City - US Bank - Safekeeping	
	Begin Date	03/01/2025	
	End Date	03/31/2025	
Net Income		297,803.91	
Amortization/Accretion on MS	-39,479.77		
Change in Accrued on MS	-88,309.60		
Net Gain/Loss on MS	0.00		
Change in Unrealized G/L on CE	0.00		
Subtotal		-127,789.38	
Purchase of MS	-4,427,226.40		
Purchased Accrued of MS	-7,975.00		
Sales of MS	359.40		
Sold Accrued of MS	0.00		
Maturities of MS	2,497,000.00		
Net Purchases/Sales		-1,937,842.00	
Transfers of Cash & CE		1,767,689.66	
Total Change in Cash & CE		-137.80	
Beginning Cash & CE		1,142.33	
Ending Cash & CE		1,004.53	

% Concentration by Security Type

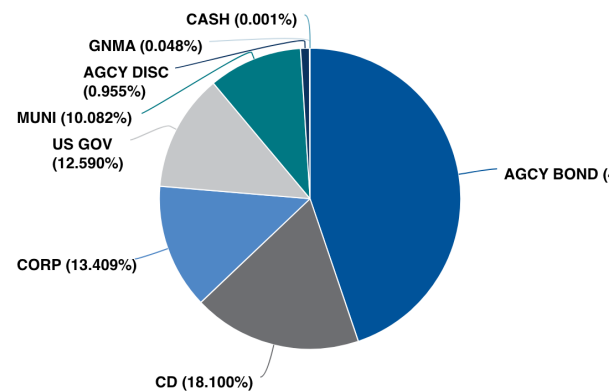


Chart calculated by: Base Market Value + Accrued

<i>Security Type</i>	<i>Base Market Value + Accrued</i>	<i>% of Base Market Value + Accrued</i>
AGCY BOND	46,774,445.17	44.815%
CD	18,891,997.65	18.100%
CORP	13,995,042.44	13.409%
US GOV	13,140,605.69	12.590%
MUNI	10,523,404.74	10.082%
AGCY DISC	996,544.77	0.955%
GNMA	50,024.05	0.048%
CASH	1,004.53	0.001%
Total	104,373,069.04	100.000%

Footnotes: 1,2,3

% Concentration by Market Sector

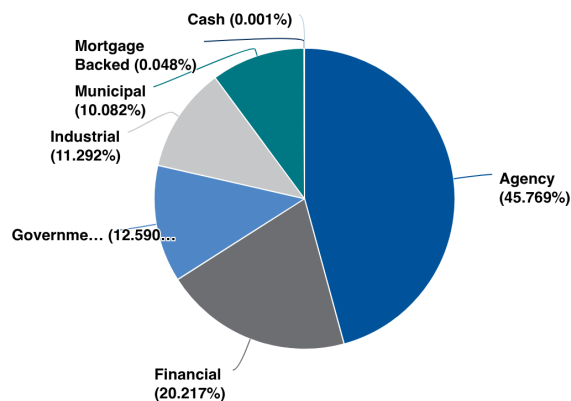


Chart calculated by: Base Market Value + Accrued

<i>Market Sector</i>	<i>Base Market Value + Accrued</i>	<i>% of Base Market Value + Accrued</i>
Agency	47,770,989.94	45.769%
Financial	21,101,277.64	20.217%
Government	13,140,605.69	12.590%
Industrial	11,785,762.45	11.292%
Municipal	10,523,404.74	10.082%
Mortgage Backed	50,024.05	0.048%
Cash	1,004.53	0.001%
Total	104,373,069.04	100.000%

Footnotes: 2,3,4

% Concentration by Issuer

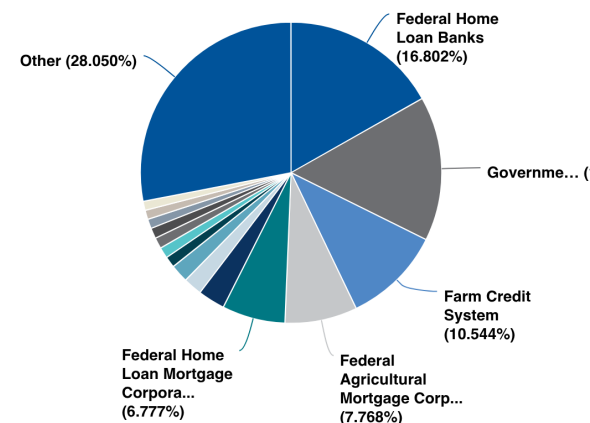


Chart calculated by: Base Market Value + Accrued

<i>Issuer Concentration</i>	<i>Base Market Value + Accrued</i>	<i>% of Base Market Value + Accrued</i>
Other	34,782,662.17	33.325%
Federal Home Loan Banks	17,536,349.39	16.802%
Government of The United States	16,222,474.00	15.543%
Farm Credit System	11,004,583.56	10.544%
Federal Agricultural Mortgage Corporation	8,107,844.81	7.768%
Federal Home Loan Mortgage Corporation	7,073,452.01	6.777%
The Procter & Gamble Company	3,047,006.00	2.919%
State of California	2,083,321.67	1.996%
Apple Inc.	2,030,891.33	1.946%
Jefferson Elementary School District	1,242,861.75	1.191%
Bank of America Corporation	1,241,622.35	1.190%
Total	104,373,069.04	100.000%

Footnotes: 2,3,5

1: * Grouped by: Security Type. 2: * Groups Sorted by: Base Market Value + Accrued. 3: * Weighted by: Base Market Value + Accrued. 4: * Grouped by: Market Sector. 5: * Grouped by: Issuer Concentration.

Investment Activity - TR

Base Currency: USD 03/01/2025 - 03/31/2025

City - US Bank - Safekeeping (83145)

Dated: 05/27/2025

* Does not Lock Down.

Transaction Type	Description	Identifier	Coupon Rate	Yield to Maturity	Trade Date	Final Maturity	Base Original Units	Price	Base Principal
Principal Paydown	G2 004636	36202FEH5	4.500	4.586	03/01/2025	02/20/2040	0.00	---	-318.54
Principal Paydown	G2 004649	36202FEW2	4.500	---	03/01/2025	03/20/2040	0.00	---	-40.86
Buy	Northeast Bank	66405SFL9	4.100	4.100	03/05/2025	03/17/2028	245,000.00	100.000	245,000.00
Call Redemption	GHS Federal Credit Union	36266LAB2	5.600	0.000	03/17/2025	08/17/2028	-248,000.00	100.000	-248,000.00
Buy	RESOLUTION FUNDING CORP	76116FAC1	0.000	4.387	03/27/2025	04/15/2030	1,230,000.00	81.068	997,136.40
Buy	COCA-COLA CO	191216CT5	3.450	4.481	03/27/2025	03/25/2030	1,000,000.00	96.217	962,170.00
Buy	CALIFORNIA ST	13063EBP0	5.125	4.290	03/27/2025	09/01/2029	2,000,000.00	103.696	2,073,920.00
Maturity	FEDERAL HOME LOAN BANKS	3130AP4L6	0.600	4.367	03/28/2025	03/28/2025	-2,000,000.00	100.000	-2,000,000.00
Maturity	Medallion Bank	58404DNM9	2.200	0.000	03/31/2025	03/31/2025	-249,000.00	100.000	-249,000.00
---	---	---	2.670	4.033	---	04/11/2028	1,978,000.00	---	1,780,867.00

* Filtered By: Transaction Type = Buy or Transaction Type = Call Redemption or Transaction Type = Principal Paydown or Transaction Type = Maturity or Transaction Type = Principal Repayment or Transaction Type = Put Redemption or Transaction Type = Redemption or Transaction Type = Sell. * Showing transactions with Trade Date within selected date range. * Weighted by: Absolute Value of Base Principal. * MMF transactions are collapsed.

* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

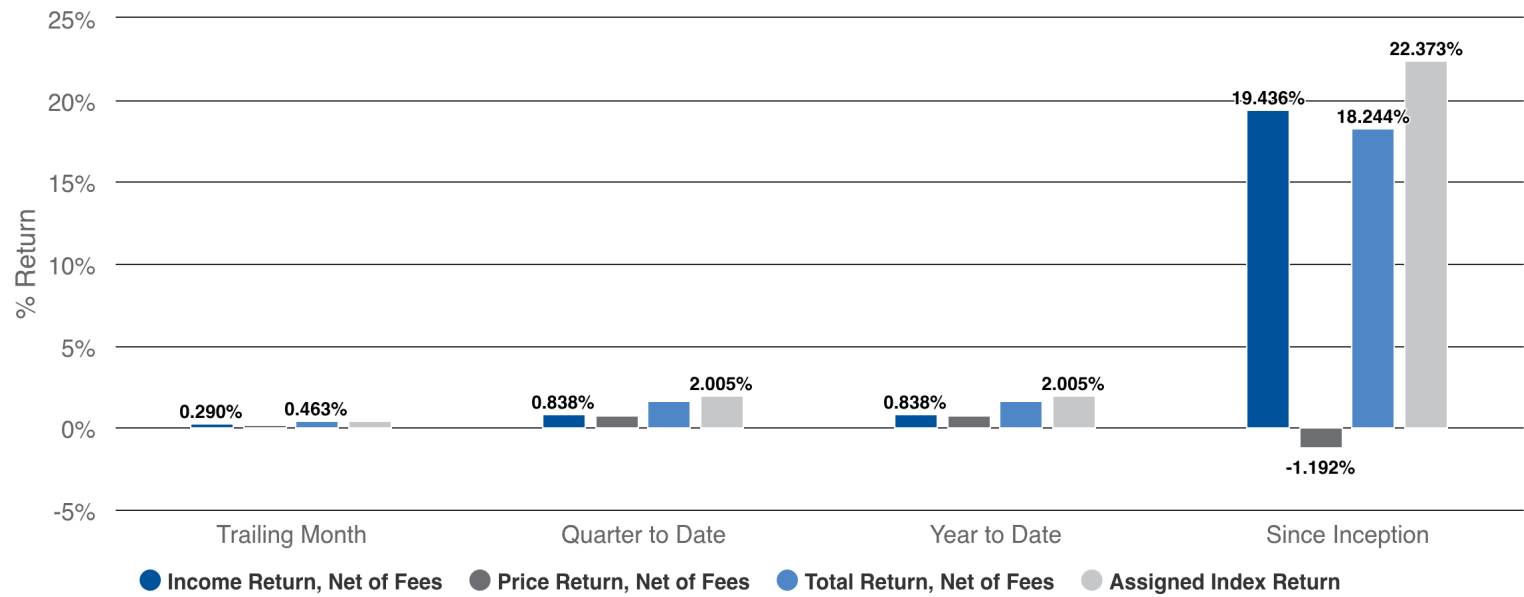
Investment Returns - TR

Base Currency: USD As of 03/31/2025

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City - US Bank - Safekeeping (83145)

Dated: 05/27/2025



Period	Period Begin	Period End	Total Return, Net of Fees	Price Return, Net of Fees	Income Return, Net of Fees	Assigned Index Return
Trailing Month	03/01/2025	03/31/2025	0.463%	0.173%	0.290%	0.434%
Quarter to Date	01/01/2025	03/31/2025	1.610%	0.772%	0.838%	2.005%
Year to Date	01/01/2025	03/31/2025	1.610%	0.772%	0.838%	2.005%
Since Inception	03/07/2017	03/31/2025	18.244%	-1.192%	19.436%	22.373%

Account	Index	Index Start Date	Index End Date
City - US Bank - Safekeeping	ICE BofA 1-5 Year AAA-A US Corporate Index	11/30/2007	---

Net of Fees (includes management and trading).
Returns are actual and have not been annualized.
No Tax Adjustment.
Note that data will not exist prior to the performance inception date of: 03/07/2017.
Reported Index Return is always Total Return.

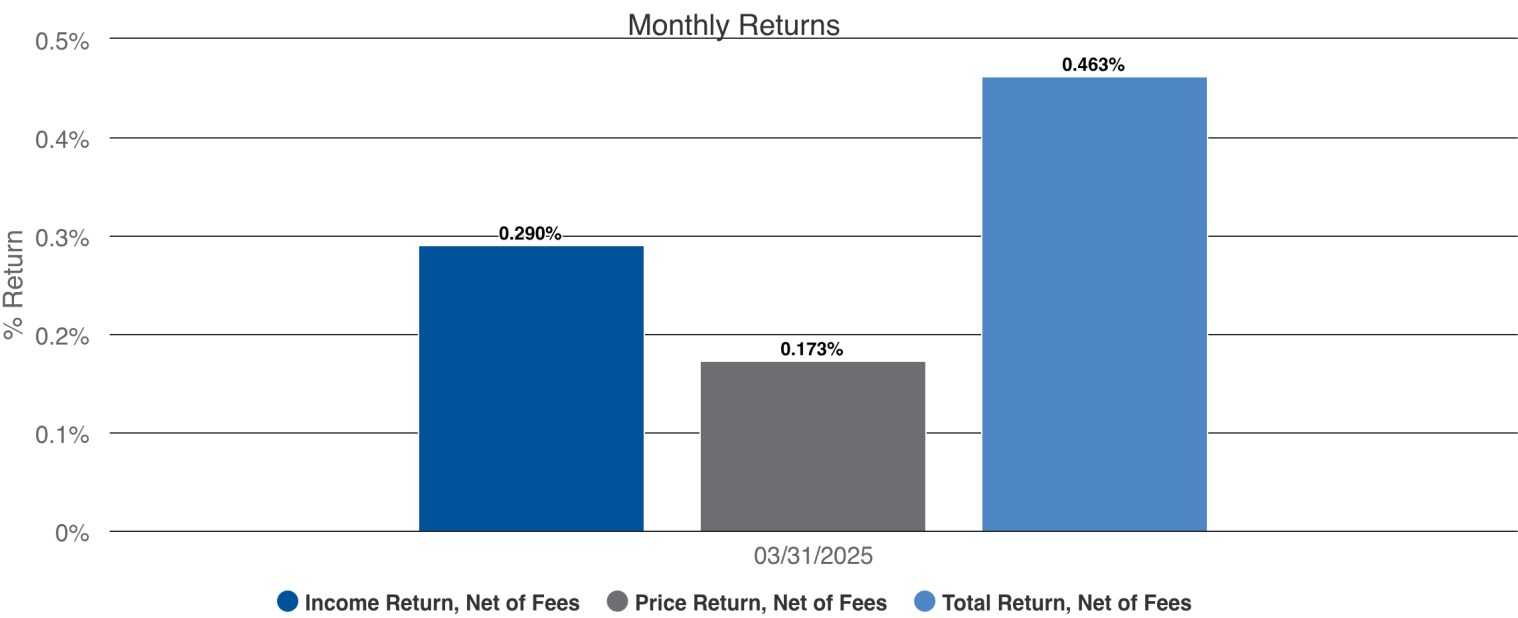
Cumulative Investment Returns - TR

City - US Bank - Safekeeping (83145)

Base Currency: USD 03/01/2025 - 03/31/2025

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Dated: 05/27/2025



Period Begin	Period End	Total Return, Net of Fees	Income Return, Net of Fees	Price Return, Net of Fees
03/01/2025	03/31/2025	0.463%	0.290%	0.173%
03/01/2025	03/31/2025	---	---	---

Account	Index	Index Start Date	Index End Date
City - US Bank - Safekeeping	ICE BofA 1-5 Year AAA-A US Corporate Index	11/30/2007	---

Net of Fees (includes management and trading).
Returns are actual and have not been annualized.
No Tax Adjustment.
Note that data will not exist prior to the performance inception date of: 03/07/2017.

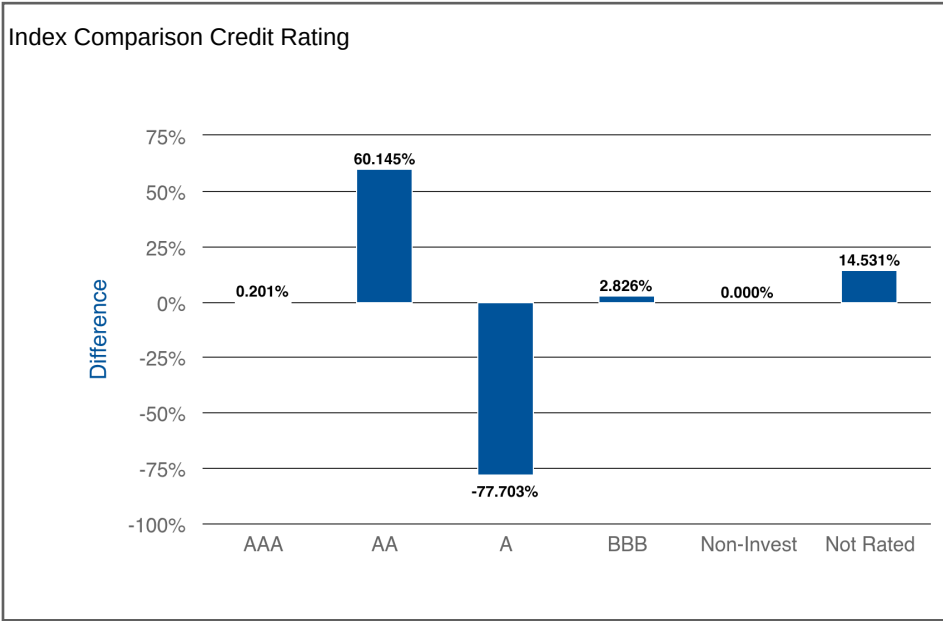
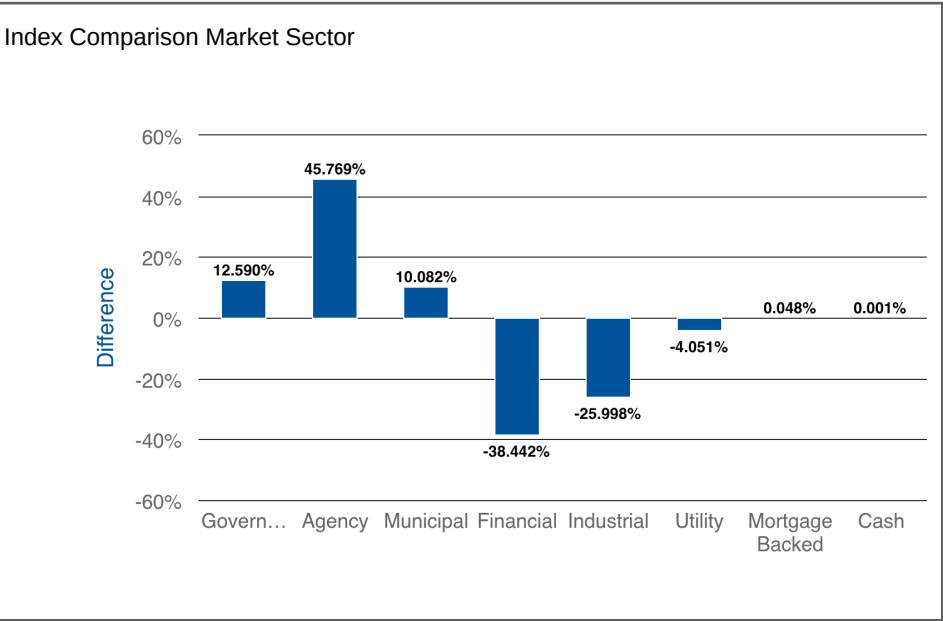
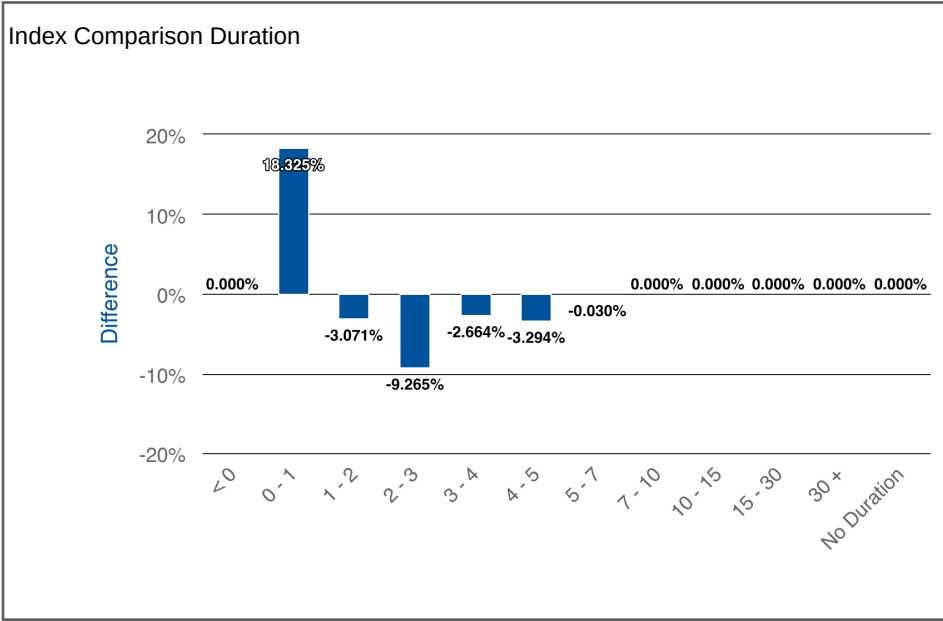
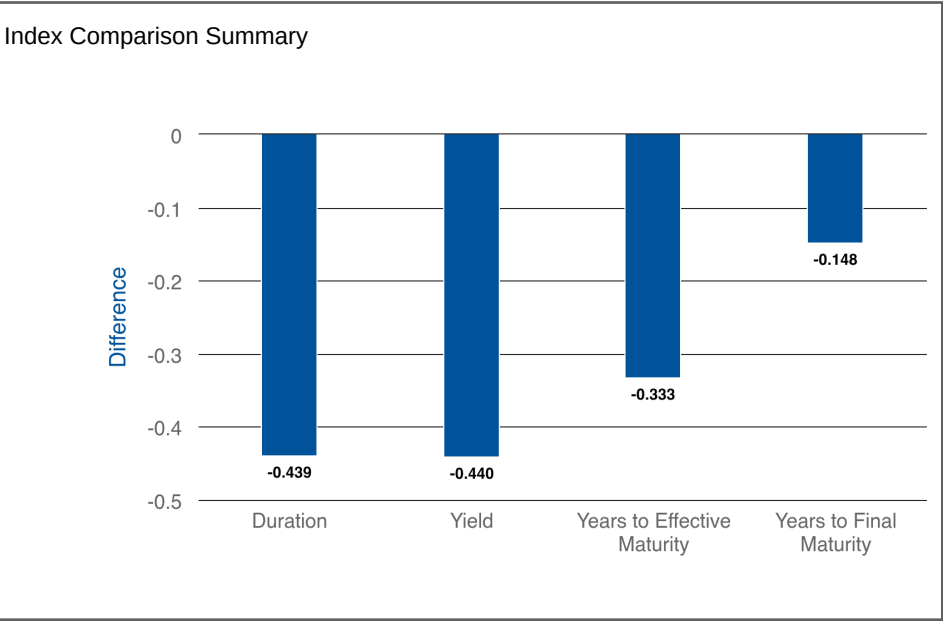
Index Comparison

03/01/2025 - 03/31/2025

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City - US Bank - Safekeeping (83145)

Dated: 05/27/2025



Index Comparison

03/01/2025 - 03/31/2025

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City - US Bank - Safekeeping (83145)

Dated: 05/27/2025

Index Comparison Summary

Risk Metric	Portfolio	Index	Difference
Duration	2.122	2.561	-0.439
Yield	4.116	4.556	-0.440
Years to Effective Maturity	2.488	2.821	-0.333
Years to Final Maturity	2.673	2.821	-0.148
Average Credit Rating	AA-	A	---

Footnote: 1

Index Comparison Duration

Duration	Portfolio	Index	Difference
< 0	0.000%	---	---
0 - 1	20.488%	2.163%	18.325%
1 - 2	30.971%	34.042%	-3.071%
2 - 3	19.540%	28.805%	-9.265%
3 - 4	21.494%	24.158%	-2.664%
4 - 5	7.507%	10.802%	-3.294%
5 - 7	0.000%	0.030%	-0.030%
7 - 10	0.000%	0.000%	0.000%
10 - 15	0.000%	0.000%	0.000%
15 - 30	0.000%	0.000%	0.000%
30 +	0.000%	---	---
No Duration	0.000%	---	---

Footnote: 3

Index Comparison Market Sector

Market Sector	Portfolio	Index	Difference
Government	12.590%	0.000%	12.590%
Agency	45.769%	0.000%	45.769%
Municipal	10.082%	0.000%	10.082%
Financial	20.217%	58.660%	-38.442%
Industrial	11.292%	37.289%	-25.998%
Utility	0.000%	4.051%	-4.051%
Mortgage Backed	0.048%	0.000%	0.048%
Cash	0.001%	0.000%	0.001%

Footnote: 2

Index Comparison Credit Rating

Credit Rating	Portfolio	Index	Difference
AAA	1.871%	1.670%	0.201%
AA	74.829%	14.685%	60.145%
A	5.942%	83.645%	-77.703%
BBB	2.826%	0.000%	2.826%
Non-Invest	0.000%	0.000%	0.000%
Not Rated	14.531%	0.000%	14.531%

Footnote: 4

Index Comparison

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City - US Bank - Safekeeping (83145)

Dated: 05/27/2025

Index: ICE BofA 1-5 Year AAA-A US Corporate Index.

1: * Grouped by: Risk Metric. 2: * Grouped by: Market Sector. 3: * Grouped by: Duration. 4: * Grouped by: Credit Rating.

Investment Portfolio Detail - TR

City - US Bank - Safekeeping (83145)

Base Currency: USD As of 03/31/2025

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Dated: 05/27/2025

Security Type	Description	Identifier	Trade Date	Final Maturity	Yield to Maturity	Base Current Units	Base Original Cost	Market Price	Base Market Value	Base Accrued Balance	Base Market Value + Accrued
CD	ABNB Federal Credit Union	00092MAC4	01/27/2025	02/07/2028	4.200	249,000.00	249,000.00	100.0000	249,000.00	744.95	249,744.95
CD	Alabama Credit Union	01025RAN9	02/23/2024	02/28/2028	4.350	249,000.00	249,000.00	100.0000	249,000.00	118.70	249,118.70
CD	All In Federal Credit Union	01664MAE6	02/01/2023	02/17/2028	4.600	249,000.00	249,000.00	100.0000	249,000.00	470.71	249,470.71
CD	Ally Bank	02007GYC1	08/15/2022	08/18/2026	3.297	246,000.00	246,000.00	100.0000	246,000.00	934.13	246,934.13
CORP	AMAZON.COM INC	023135BC9	01/27/2023	08/22/2027	4.165	1,025,000.00	984,820.00	97.7100	1,001,527.50	3,497.81	1,005,025.31
CD	American Express Bank, FSB	02589AFZ0	10/28/2024	10/30/2029	3.899	245,000.00	245,000.00	100.0000	245,000.00	4,005.25	249,005.25
CORP	APPLE INC	037833ET3	08/07/2023	05/10/2028	4.006	2,000,000.00	1,974,348.00	99.9779	1,999,558.00	31,333.33	2,030,891.33
CD	Austin Telco Federal Credit Union	052392DU8	10/28/2024	10/31/2025	4.400	249,000.00	249,000.00	100.0000	249,000.00	930.51	249,930.51
CD	Badlands Federal Credit Union	05659NAH5	06/27/2023	06/30/2028	5.000	249,000.00	249,000.00	100.0000	249,000.00	1,057.40	250,057.40
CD	Balboa Thrift and Loan Association	05765LBX4	07/11/2024	07/23/2029	4.200	244,000.00	244,000.00	100.0000	244,000.00	252.69	244,252.69
CORP	BANK OF AMERICA CORP	06048WW48	06/10/2022	06/15/2026	5.298	1,000,000.00	1,000,000.00	98.3814	983,814.00	11,483.33	995,297.33
CD	Bank of America, National Association	06051XFP2	07/11/2024	07/17/2026	4.690	244,000.00	244,000.00	100.0000	244,000.00	2,325.02	246,325.02
CD	Bank of Baroda - New York Branch	06063HPM9	12/20/2022	06/30/2026	3.992	245,000.00	245,000.00	100.0000	245,000.00	2,496.99	247,496.99
CD	Baxter Credit Union	07181JBQ6	01/27/2025	02/22/2029	4.200	249,000.00	249,000.00	100.0000	249,000.00	286.52	249,286.52
CORP	BAYLOR SCOTT & WHITE HOLDINGS	072063AB9	11/27/2019	11/15/2025	5.009	750,000.00	783,997.50	98.8381	741,285.75	8,769.17	750,054.92
CD	BNY Mellon, National Association	05584CQF6	07/11/2024	07/17/2029	4.147	244,000.00	244,000.00	100.0000	244,000.00	2,052.94	246,052.94
CD	Bridgewater Bank	108622PY1	01/27/2025	02/07/2030	4.650	249,000.00	249,000.00	100.0000	249,000.00	793.05	249,793.05
MUNI	CALIFORNIA ST	13063EBP0	03/27/2025	09/01/2029	4.188	2,000,000.00	2,073,920.00	103.7390	2,074,780.00	8,541.67	2,083,321.67
CD	Capital One, National Association	14042RQB0	11/09/2021	11/17/2026	1.100	248,000.00	248,000.00	100.0000	248,000.00	1,008.99	249,008.99
CD	Capital One, National Association	14042TDW4	11/09/2021	11/17/2026	1.100	248,000.00	248,000.00	100.0000	248,000.00	1,008.99	249,008.99
CD	Celtic Bank Corporation	15118RXY8	03/28/2022	04/08/2027	2.400	249,000.00	249,000.00	100.0000	249,000.00	392.94	249,392.94
CD	CFBank National Association	15721UGF0	02/23/2024	03/06/2028	4.200	249,000.00	249,000.00	100.0000	249,000.00	773.61	249,773.61
CD	CFG Bank	12527CJW3	01/27/2025	01/30/2029	4.697	244,000.00	244,000.00	100.0000	244,000.00	1,916.57	245,916.57
CORP	CISCO SYSTEMS INC	17275RBR2	02/26/2024	02/26/2029	4.384	1,000,000.00	1,008,720.00	101.6505	1,016,505.00	4,715.28	1,021,220.28
CORP	CITIGROUP INC	17290AAR1	01/11/2022	01/20/2027	5.012	1,000,000.00	1,000,000.00	96.0238	960,238.00	3,944.44	964,182.44
CD	CoastHills Federal Credit Union	190923AA0	01/30/2023	02/10/2026	4.650	249,000.00	249,000.00	100.0000	249,000.00	697.88	249,697.88
CORP	COCA-COLA CO	191216CT5	03/27/2025	03/25/2030	4.335	1,000,000.00	962,170.00	96.0722	960,722.00	575.00	961,297.00
CD	CommunityWide Federal Credit Union	20416TAX0	12/20/2022	01/06/2026	4.700	249,000.00	249,000.00	100.0000	249,000.00	833.64	249,833.64
CD	Connexus Credit Union	20825WAR1	12/21/2021	12/23/2026	1.250	249,000.00	249,000.00	100.0000	249,000.00	8.53	249,008.53
CD	Customers Bank	23204HPA0	06/01/2023	06/15/2026	4.689	244,000.00	244,000.00	100.0000	244,000.00	3,393.27	247,393.27
CD	Direct Federal Credit Union	25460FDQ6	08/12/2022	08/18/2025	3.349	249,000.00	249,000.00	100.0000	249,000.00	342.80	249,342.80
CD	Discover Bank	254673N36	07/26/2022	07/29/2026	3.445	245,000.00	245,000.00	100.0000	245,000.00	1,435.77	246,435.77
CD	Dundee Bank	26518EAT6	03/28/2022	10/08/2026	2.200	249,000.00	249,000.00	100.0000	249,000.00	360.20	249,360.20
CD	EagleBank	27002YFV3	04/04/2023	04/21/2026	4.650	245,000.00	245,000.00	100.0000	245,000.00	343.34	245,343.34
AGCY BOND	FEDERAL AGRICULTURAL MORTGAGE CORP	31422XML3	09/24/2021	09/08/2025	4.389	1,000,000.00	997,200.00	98.3780	983,780.00	383.33	984,163.33
AGCY BOND	FEDERAL AGRICULTURAL MORTGAGE CORP	31422XXV9	06/10/2022	04/21/2025	4.360	1,000,000.00	987,093.00	99.9010	999,010.00	11,666.67	1,010,676.67
AGCY BOND	FEDERAL AGRICULTURAL MORTGAGE CORP	31424WFF4	02/23/2024	01/29/2029	5.155	1,000,000.00	997,381.00	100.0448	1,000,448.00	8,903.89	1,009,351.89
AGCY BOND	FEDERAL AGRICULTURAL MORTGAGE CORP	31424WFD9	02/23/2024	01/22/2027	4.020	1,000,000.00	992,541.00	100.1764	1,001,764.00	7,906.25	1,009,670.25
AGCY BOND	FEDERAL AGRICULTURAL MORTGAGE CORP	31424WHP0	04/30/2024	04/26/2029	4.051	1,000,000.00	999,112.00	102.2226	1,022,226.00	20,020.83	1,042,246.83
AGCY BOND	FEDERAL AGRICULTURAL MORTGAGE CORP	31424WUD2	01/27/2025	01/28/2030	4.652	1,000,000.00	1,005,000.00	100.5828	1,005,828.00	8,382.50	1,014,210.50
AGCY BOND	FEDERAL AGRICULTURAL MORTGAGE CORP	31424WTB8	01/28/2025	01/07/2028	3.940	2,000,000.00	2,007,076.00	100.8776	2,017,552.00	19,973.33	2,037,525.33
AGCY BOND	FEDERAL FARM CREDIT BANKS FUNDING CORP	3133EM6P2	09/24/2021	09/29/2025	4.351	2,000,000.00	1,998,012.00	98.2326	1,964,652.00	77.78	1,964,729.78
AGCY BOND	FEDERAL FARM CREDIT BANKS FUNDING CORP	3133ENGA2	12/10/2021	12/01/2025	4.256	1,000,000.00	1,003,879.00	98.0758	980,758.00	4,333.33	985,091.33
AGCY BOND	FEDERAL FARM CREDIT BANKS FUNDING CORP	3133ENKD1	01/11/2022	01/13/2026	4.236	1,000,000.00	1,000,000.00	97.8359	978,359.00	3,033.33	981,392.33

Investment Portfolio Detail - TR

City - US Bank - Safekeeping (83145)

Base Currency: USD As of 03/31/2025

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Dated: 05/27/2025

Security Type	Description	Identifier	Trade Date	Final Maturity	Yield to Maturity	Base Current Units	Base Original Cost	Market Price	Base Market Value	Base Accrued Balance	Base Market Value + Accrued
AGCY BOND	FEDERAL FARM CREDIT BANKS FUNDING CORP	3133ENL99	10/07/2022	09/15/2027	3.940	1,000,000.00	967,925.00	98.6883	986,883.00	1,500.00	988,383.00
AGCY BOND	FEDERAL FARM CREDIT BANKS FUNDING CORP	3133EPN50	12/28/2023	12/15/2028	3.980	2,000,000.00	2,040,316.00	100.9164	2,018,328.00	25,027.78	2,043,355.78
AGCY BOND	FEDERAL FARM CREDIT BANKS FUNDING CORP	3133ERK26	12/23/2024	12/16/2027	4.529	3,000,000.00	2,996,655.00	99.8194	2,994,582.00	39,025.00	3,033,607.00
AGCY BOND	FEDERAL FARM CREDIT BANKS FUNDING CORP	3133ER3L3	02/05/2025	02/13/2029	4.638	1,000,000.00	1,000,000.00	100.1771	1,001,771.00	6,253.33	1,008,024.33
AGCY BOND	FEDERAL HOME LOAN BANKS	3130AFFX0	08/15/2024	11/16/2028	3.940	2,000,000.00	1,965,602.00	97.6870	1,953,740.00	24,375.00	1,978,115.00
AGCY BOND	FEDERAL HOME LOAN BANKS	3130ANX62	10/19/2021	06/30/2025	4.337	1,000,000.00	996,000.00	99.0864	990,864.00	1,643.06	992,507.06
AGCY BOND	FEDERAL HOME LOAN BANKS	3130APCH6	09/27/2021	09/29/2026	4.072	3,000,000.00	3,000,000.00	95.7694	2,873,082.00	187.50	2,873,269.50
AGCY BOND	FEDERAL HOME LOAN BANKS	3130APD77	09/29/2021	10/06/2028	4.073	2,000,000.00	2,000,000.00	91.7853	1,835,706.00	14,972.22	1,850,678.22
AGCY BOND	FEDERAL HOME LOAN BANKS	3130AP4X0	09/24/2021	09/30/2026	4.075	2,000,000.00	2,000,000.00	95.5689	1,911,378.00	55.56	1,911,433.56
AGCY BOND	FEDERAL HOME LOAN BANKS	3130APP25	11/09/2021	11/18/2025	4.275	1,000,000.00	1,001,565.00	98.0071	980,071.00	3,842.22	983,913.22
AGCY BOND	FEDERAL HOME LOAN BANKS	3130APGT6	10/19/2021	10/28/2026	4.061	1,000,000.00	1,000,000.00	95.6017	956,017.00	4,887.50	960,904.50
AGCY BOND	FEDERAL HOME LOAN BANKS	3130APVC6	12/10/2021	12/01/2026	4.086	1,000,000.00	1,000,000.00	95.6726	956,726.00	4,583.33	961,309.33
AGCY BOND	FEDERAL HOME LOAN BANKS	3130ARF55	03/22/2022	03/30/2027	4.029	1,000,000.00	1,000,000.00	97.2807	972,807.00	72.22	972,879.22
AGCY BOND	FEDERAL HOME LOAN BANKS	3130AUQ31	01/27/2023	10/01/2027	3.940	1,000,000.00	997,901.00	99.0799	990,799.00	17,750.00	1,008,549.00
AGCY BOND	FEDERAL HOME LOAN BANKS	3130AVVX7	06/01/2023	06/09/2028	3.950	1,000,000.00	1,001,752.00	99.4017	994,017.00	11,666.67	1,005,683.67
AGCY BOND	FEDERAL HOME LOAN BANKS	3130AW2R0	06/01/2023	05/23/2028	4.918	1,000,000.00	1,000,000.00	100.0867	1,000,867.00	17,600.00	1,018,467.00
AGCY BOND	FEDERAL HOME LOAN BANKS	3130B4LA7	01/27/2025	01/24/2030	4.364	1,000,000.00	1,004,000.00	101.0079	1,010,079.00	8,561.11	1,018,640.11
AGCY BOND	FEDERAL HOME LOAN MORTGAGE CORP	3134HABF9	07/29/2024	07/30/2029	4.387	1,000,000.00	991,550.00	98.9703	989,703.00	6,989.58	996,692.58
AGCY BOND	FEDERAL HOME LOAN MORTGAGE CORP	3134HADM2	08/15/2024	08/06/2027	4.301	1,000,000.00	995,837.00	99.3295	993,295.00	6,111.11	999,406.11
AGCY BOND	FEDERAL HOME LOAN MORTGAGE CORP	3134HADK6	08/15/2024	08/15/2029	4.309	2,000,000.00	1,985,692.00	98.7767	1,975,534.00	10,222.22	1,985,756.22
AGCY BOND	FEDERAL HOME LOAN MORTGAGE CORP	3134HAQV8	10/07/2024	10/10/2029	4.335	1,000,000.00	995,400.00	98.6348	986,348.00	19,000.00	1,005,348.00
AGCY BOND	FEDERAL HOME LOAN MORTGAGE CORP	3134HAXP3	11/12/2024	11/12/2027	4.335	1,000,000.00	993,033.00	99.1776	991,776.00	15,444.44	1,007,220.44
AGCY BOND	FEDERAL HOME LOAN MORTGAGE CORP	3134HA2L6	01/21/2025	01/16/2030	4.499	1,075,000.00	1,068,104.95	99.4633	1,069,230.48	9,798.18	1,079,028.65
AGCY BOND	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3135GASP7	05/20/2024	05/22/2029	4.614	1,000,000.00	994,494.00	100.0343	1,000,343.00	16,572.92	1,016,915.92
CD	First Business Bank	31938Q3C6	01/27/2025	07/30/2029	4.148	244,000.00	244,000.00	100.0000	244,000.00	1,692.29	245,692.29
CD	First Federal Bank	32022WDU7	01/27/2025	02/03/2028	4.600	249,000.00	249,000.00	100.0000	249,000.00	910.04	249,910.04
CD	First National Bank	32117BEQ7	12/21/2021	12/30/2026	1.250	249,000.00	249,000.00	100.0000	249,000.00	17.05	249,017.05
CD	First Technology Federal Credit Union	33715LED8	08/12/2022	08/19/2027	3.700	249,000.00	249,000.00	100.0000	249,000.00	328.13	249,328.13
CD	First United Bank and Trust Company	33742CCK1	12/20/2022	12/30/2025	4.250	249,000.00	249,000.00	100.0000	249,000.00	57.99	249,057.99
CD	Forbright Bank	34520LBL6	01/27/2025	02/12/2029	4.200	249,000.00	249,000.00	100.0000	249,000.00	573.04	249,573.04
GNMA	G2 004636	36202FEH5	06/07/2012	02/20/2040	5.122	40,858.59	40,858.59	97.6277	39,889.29	153.22	40,042.50
GNMA	G2 004649	36202FEW2	06/07/2012	03/20/2040	---	10,481.63	10,481.63	94.8539	9,942.24	39.31	9,981.55
CD	Great Midwest Bank, State Savings Bank	39083PDR0	01/27/2025	01/29/2029	4.500	249,000.00	249,000.00	100.0000	249,000.00	30.70	249,030.70
CD	GreenState Credit Union	39573LBZ0	10/01/2021	10/15/2026	1.050	249,000.00	249,000.00	100.0000	249,000.00	222.05	249,222.05
MUNI	HAWAII ST	419792ZL3	03/22/2022	10/01/2025	4.394	1,000,000.00	944,150.00	98.2670	982,670.00	4,260.00	986,930.00
CD	Hiawatha National Bank	428548BJ9	03/28/2022	04/08/2026	2.250	249,000.00	249,000.00	100.0000	249,000.00	368.38	249,368.38
MUNI	HUNTINGTON BEACH CALIF UN HIGH SCH DIST	446222US8	01/27/2023	08/01/2026	4.236	1,235,000.00	1,115,884.25	96.1130	1,186,995.55	2,486.47	1,189,482.02
CD	Ideal Credit Union	45157PAZ3	12/20/2022	12/29/2027	4.500	249,000.00	249,000.00	100.0000	249,000.00	951.66	249,951.66
CD	International Bank of Chicago	45906ADN4	04/04/2023	04/20/2026	4.500	245,000.00	245,000.00	100.0000	245,000.00	392.67	245,392.67
MUNI	JEFFERSON CALIF ELEM SCH DIST SAN MATEO CNTY	472412SN6	11/12/2024	09/01/2028	3.996	1,350,000.00	1,216,134.00	91.9430	1,241,230.50	1,631.25	1,242,861.75
CORP	JOHNSON & JOHNSON	478160BY9	02/04/2022	03/01/2026	4.312	1,000,000.00	1,025,723.00	98.3425	983,425.00	2,041.67	985,466.67
CD	JPMorgan Chase Bank, N.A.	48128WDB8	11/09/2021	11/17/2026	0.779	248,000.00	248,000.00	100.0000	248,000.00	6,691.24	254,691.24
CD	KS StateBank	50116CDT3	10/28/2024	11/15/2027	4.000	249,000.00	249,000.00	100.0000	249,000.00	518.47	249,518.47
CD	Liberty First Credit Union	530520AE5	01/27/2023	02/03/2028	4.350	249,000.00	249,000.00	100.0000	249,000.00	919.94	249,919.94
CD	Liberty Savings Bank, F.S.B.	531194AK4	02/23/2024	02/28/2028	4.150	249,000.00	249,000.00	100.0000	249,000.00	877.64	249,877.64
CD	Live Oak Banking Company	538036A79	04/04/2023	10/14/2025	4.700	245,000.00	245,000.00	100.0000	245,000.00	977.99	245,977.99
MUNI	LOS ANGELES CALIF UNI SCH DIST	544646A69	06/10/2022	05/01/2027	4.399	1,160,000.00	1,264,121.60	103.1120	1,196,099.20	17,344.90	1,213,444.10

Investment Portfolio Detail - TR

City - US Bank - Safekeeping (83145)

Base Currency: USD As of 03/31/2025

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Dated: 05/27/2025

Security Type	Description	Identifier	Trade Date	Final Maturity	Yield to Maturity	Base Current Units	Base Original Cost	Market Price	Base Market Value	Base Accrued Balance	Base Market Value + Accrued
MUNI	MARIN CALIF CMNTY COLLEGE DIST	56781RKD8	10/07/2022	08/01/2026	4.115	1,010,000.00	878,083.90	95.5850	965,408.50	1,142.98	966,551.48
CD	Mauch Chunk Trust Company	577234CV7	02/23/2024	03/15/2029	4.150	249,000.00	249,000.00	100.0000	249,000.00	481.29	249,481.29
CD	Merrick Bank	59013K3W4	01/27/2025	01/31/2028	4.250	249,000.00	249,000.00	100.0000	249,000.00	898.79	249,898.79
CORP	META PLATFORMS INC	30303M8S4	11/12/2024	08/15/2029	4.298	1,000,000.00	994,842.00	100.0017	1,000,017.00	5,494.44	1,005,511.44
CD	Metropolitan Capital Bank & Trust	591803CM1	01/27/2025	01/30/2029	4.397	244,000.00	244,000.00	100.0000	244,000.00	1,794.24	245,794.24
CD	Morgan Stanley Bank, N.A.	61773TMA8	11/01/2022	11/04/2027	5.096	243,000.00	243,000.00	100.0000	243,000.00	5,025.11	248,025.11
CD	Morgan Stanley Private Bank, National Association	61768E7D9	07/11/2024	07/19/2027	4.644	244,000.00	244,000.00	100.0000	244,000.00	2,300.28	246,300.28
CD	Neighbors Federal Credit Union	64017ABN3	01/27/2025	01/30/2030	4.300	249,000.00	249,000.00	100.0000	249,000.00	58.67	249,058.67
CD	Nicolet National Bank	654062MT2	01/27/2025	01/31/2030	4.150	249,000.00	249,000.00	100.0000	249,000.00	877.64	249,877.64
CD	Northeast Bank	66405SFL9	03/05/2025	03/17/2028	4.099	245,000.00	245,000.00	100.0000	245,000.00	412.81	245,412.81
CD	Northwest Bank	66736ACC1	03/02/2023	03/10/2027	4.450	249,000.00	249,000.00	100.0000	249,000.00	667.87	249,667.87
MUNI	OAKLAND CALIF	672240WN4	01/28/2025	01/15/2030	4.409	915,000.00	811,193.25	90.1690	825,046.35	4,075.82	829,122.17
CD	OceanAir Federal Credit Union	12481GAV9	12/21/2021	01/21/2026	1.099	249,000.00	249,000.00	100.0000	249,000.00	525.29	249,525.29
CD	One Community Bank	682325EP6	07/11/2024	07/15/2027	4.400	244,000.00	244,000.00	100.0000	244,000.00	500.03	244,500.03
CD	Peoples Bank	71050LBY8	07/11/2024	07/24/2028	4.446	244,000.00	244,000.00	100.0000	244,000.00	2,022.86	246,022.86
CD	Peoples Bank of Altenburg	710152AB5	01/27/2025	02/04/2030	4.568	249,000.00	249,000.00	100.0000	249,000.00	1,757.33	250,757.33
CORP	PROCTER & GAMBLE CO	742718GF0	02/23/2024	01/29/2029	4.115	3,000,000.00	2,993,331.00	100.8177	3,024,531.00	22,475.00	3,047,006.00
CASH	Receivable	CCYUSD	---	03/31/2025	0.000	1,004.53	1,004.53	1.0000	1,004.53	0.00	1,004.53
AGCY DISC	RESOLUTION FUNDING CORP	76116FAC1	03/27/2025	04/15/2030	4.221	1,230,000.00	997,136.40	81.0199	996,544.77	0.00	996,544.77
AGCY BOND	RESOLUTION FUNDING CORP	76116FAB3	02/13/2025	01/15/2030	4.209	2,485,000.00	1,994,218.74	81.9034	2,035,299.49	0.00	2,035,299.49
CORP	ROGUE CREDIT UNION	77535MAB9	11/01/2022	11/09/2027	5.100	249,000.00	249,000.00	100.0000	249,000.00	800.21	249,800.21
MUNI	SAN BERNARDINO CALIF CMNTY COLLEGE DIST	796720NT3	03/02/2023	08/01/2027	4.144	1,125,000.00	991,462.50	94.4170	1,062,191.25	3,018.75	1,065,210.00
CD	Signature Federal Credit Union	82671DAC1	06/01/2023	06/08/2026	4.800	249,000.00	249,000.00	100.0000	249,000.00	818.63	249,818.63
CD	Sound Credit Union	83616HAF1	01/27/2025	01/31/2028	4.200	249,000.00	249,000.00	100.0000	249,000.00	888.21	249,888.21
CD	Southwest National Bank	845182CA0	07/11/2024	07/17/2026	4.590	244,000.00	244,000.00	100.0000	244,000.00	2,275.55	246,275.55
CD	State Bank of India - Chicago Branch	856283U87	10/15/2021	10/19/2026	1.100	249,000.00	249,000.00	100.0000	249,000.00	1,230.67	250,230.67
CD	Synchrony Bank	87164WD47	10/01/2021	10/08/2026	1.000	249,000.00	249,000.00	100.0000	249,000.00	1,210.42	250,210.42
CORP	TARGET CORP	87612EBH8	02/13/2025	04/15/2029	4.364	1,000,000.00	954,689.00	96.3727	963,727.00	15,562.50	979,289.50
CD	Technology Credit Union	87868YAM5	04/04/2023	04/14/2026	5.000	246,000.00	246,000.00	100.0000	246,000.00	1,044.66	247,044.66
CD	Texas Exchange Bank	88241TLZ1	10/01/2021	11/14/2025	0.850	249,000.00	249,000.00	100.0000	249,000.00	139.17	249,139.17
CD	The Bank of Greene County	06427HBC7	01/27/2025	01/31/2030	4.148	244,000.00	244,000.00	100.0000	244,000.00	1,664.55	245,664.55
CD	The Bankers Bank	06610QEX5	01/27/2023	02/10/2028	4.600	249,000.00	249,000.00	100.0000	249,000.00	690.38	249,690.38
CD	The Idabel National Bank	451088BB3	08/12/2022	08/19/2027	3.298	246,000.00	246,000.00	100.0000	246,000.00	911.88	246,911.88
CD	Third Federal Savings & Loan Association of Clevel	88413QDN5	08/12/2022	08/19/2027	3.298	248,000.00	248,000.00	100.0000	248,000.00	919.30	248,919.30
CD	Thread Bank	88553LAS8	06/27/2023	06/30/2028	5.350	249,000.00	249,000.00	100.0000	249,000.00	72.99	249,072.99
CD	Toyota Financial Savings Bank	89235MLU3	10/12/2021	10/14/2026	1.050	249,000.00	249,000.00	100.0000	249,000.00	1,210.55	250,210.55
CD	Tri-County Bank & Trust Company	89545TAQ4	01/27/2025	02/05/2030	4.600	249,000.00	249,000.00	100.0000	249,000.00	847.28	249,847.28
CD	UBS Bank USA	90348JT91	10/06/2021	10/06/2026	1.000	249,000.00	249,000.00	100.0000	249,000.00	177.37	249,177.37
CD	United Heritage Credit Union	91334AAE3	11/01/2022	11/04/2025	4.750	249,000.00	249,000.00	100.0000	249,000.00	32.40	249,032.40
US GOV	UNITED STATES TREASURY	912833LZ1	10/19/2021	05/15/2026	4.115	900,000.00	858,717.00	95.5234	859,710.93	0.00	859,710.93
US GOV	UNITED STATES TREASURY	912833PC8	01/28/2025	02/15/2027	4.024	1,275,000.00	1,171,513.35	92.7891	1,183,060.54	0.00	1,183,060.54
US GOV	UNITED STATES TREASURY	912833PA2	09/24/2021	08/15/2026	4.079	1,000,000.00	956,170.00	94.5859	945,859.37	0.00	945,859.37
US GOV	UNITED STATES TREASURY	91282CAT8	11/09/2021	10/31/2025	4.198	1,000,000.00	976,612.00	97.7500	977,500.00	1,049.72	978,549.72
US GOV	UNITED STATES TREASURY	91282CCV1	08/07/2023	08/31/2028	3.906	2,300,000.00	1,990,978.90	91.1875	2,097,312.50	2,250.00	2,099,562.50
US GOV	UNITED STATES TREASURY	91282CEF4	06/01/2023	03/31/2027	3.902	1,000,000.00	956,129.00	97.3281	973,281.25	68.31	973,349.56
US GOV	UNITED STATES TREASURY	91282CFY2	12/23/2024	11/30/2029	3.948	2,000,000.00	1,959,080.00	99.6875	1,993,750.00	25,975.27	2,019,725.27
US GOV	UNITED STATES TREASURY	91282CKH3	11/12/2024	03/31/2026	4.081	1,000,000.00	1,003,257.00	100.4063	1,004,062.50	122.95	1,004,185.45
US GOV	UNITED STATES TREASURY	91282CKJ9	02/13/2025	04/15/2027	3.912	2,000,000.00	2,012,188.00	101.1406	2,022,812.50	41,538.46	2,064,350.96
US GOV	UNITED STATES TREASURY	91282CLB5	12/23/2024	07/31/2026	3.984	1,000,000.00	1,002,641.00	100.5000	1,005,000.00	7,251.38	1,012,251.38
MUNI	UNIVERSITY CALIF REVS	91412HGF4	08/07/2023	05/15/2027	4.226	1,000,000.00	895,610.00	94.1510	941,510.00	4,971.56	946,481.56

Investment Portfolio Detail - TR

City - US Bank - Safekeeping (83145)

Base Currency: USD As of 03/31/2025

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Dated: 05/27/2025

Security Type	Description	Identifier	Trade Date	Final Maturity	Yield to Maturity	Base Current Units	Base Original Cost	Market Price	Base Market Value	Base Accrued Balance	Base Market Value + Accrued
CD	USAlliance Federal Credit Union	90352RDM4	01/27/2025	01/31/2029	4.150	249,000.00	249,000.00	100.0000	249,000.00	877.64	249,877.64
CD	Valley National Bank	919853MZ1	07/11/2024	07/16/2027	4.594	244,000.00	244,000.00	100.0000	244,000.00	2,306.30	246,306.30
CD	Valley Strong Credit Union	920133AK1	12/20/2022	06/23/2025	4.799	249,000.00	249,000.00	100.0000	249,000.00	294.71	249,294.71
CD	Washington State Bank	93974LAC4	10/15/2021	10/19/2026	0.850	249,000.00	249,000.00	100.0000	249,000.00	75.38	249,075.38
CD	WeStreet Federal Credit Union	961442AC4	11/01/2022	11/18/2025	4.949	249,000.00	249,000.00	100.0000	249,000.00	472.76	249,472.76
---	---	---	---	12/02/2027	4.136	105,948,344.75	103,848,307.09	98.0652	103,705,634.98	667,434.06	104,373,069.04

* Weighted by: Base Market Value + Accrued. * Holdings Displayed by: Lot.

Compliance Summary

Compliant	Account	Policy Name	Total Rules	Compliant Rules	Violating Rules
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Policies: .

Rules: .

* Compliance Status as of previous business day.

Rules: .
Contributors: .
* Viewing Violators Only.
* Compliance Status as of previous business day.

Description	Identifier	Security Type	Effective Date	Agency	Old Value	New Value	Event Type
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Budget Status Report Overview

Welcome to the City's Budget Status Report, prepared by the Finance Department to deliver a transparent and detailed update on current budget performance. This report, presented on a monthly or quarterly basis, is crafted to inform the City Council and our valued citizens about the current state of the City's finances. It compares the revised budget to year-to-date (YTD) actuals, providing a clear picture of our progress against the financial plan. For additional context, we include YTD figures from the prior year for the same period, along with variance explanations to highlight key differences and trends.

To offer a longer-term view, this report includes a six-year Compound Annual Growth Rate (CAGR), illustrating the City's financial trajectory over time. The report covers a comprehensive range of areas, including citywide operations, the General Fund, Enterprise Funds, Internal Service Funds, Special Revenue Funds, Capital Improvement Program (CIP), and Capital Expenditures (CAPEX). Throughout, you'll find tables, charts, and detailed analysis to enhance understanding and support informed decision-making. Please note that the results presented are subject to change during year-end adjustments, which may include interest income allocation, interfund charges, year-end accruals, and other refinements. Our aim is to provide an accessible, data-driven overview that underscores our commitment to fiscal responsibility and accountability.

Citywide

Financial Analysis Approach

Analyzing financial data at a citywide level is both impractical and irrelevant due to the differing accounting practices among various entities, such as full accrual versus modified accrual. Combining governmental and enterprise funds makes it unfeasible to accurately summarize financial results.

Additionally, interfund charges may be duplicated when consolidating information, leading to potential misrepresentation. Therefore, financial data is best analyzed at the individual fund level. Later in this report, more detailed insights are provided into the General Fund, Water, Sewer, Refuse, and other specific funds.

Why Include Citywide Data?

If citywide analysis has limitations, why present it? Despite its challenges, a broad financial overview provides key insights. For example, understanding total labor costs and their trends can be valuable. It also helps assess labor costs as a percentage of overall operating expenses and evaluates the impact of utilities, such as power, on city operations. While this perspective offers useful context, the primary focus of this report remains on individual funds, where a more detailed financial analysis is provided.

Note: Citywide data applies only to the city's operational funds and excludes fiduciary and agency funds.

Citywide Budget Comparison

The table below compares the citywide revised budget for operating expenses against current year-to-date (YTD) actuals. For context, YTD actuals from the same period last year are also included, along with year-over-year (YoY) changes. Additionally, a six-year Compound Annual Growth Rate (CAGR) is provided to highlight long-term trends. Red values within the CAGR indicate areas of high expense growth, which may signal financial concerns. These increases could be attributed to personnel expansion, service level adjustments, or inflationary pressures over the past few years.

The largest operating expense category is labor cost which represents 45.4% of the total operating expenses.

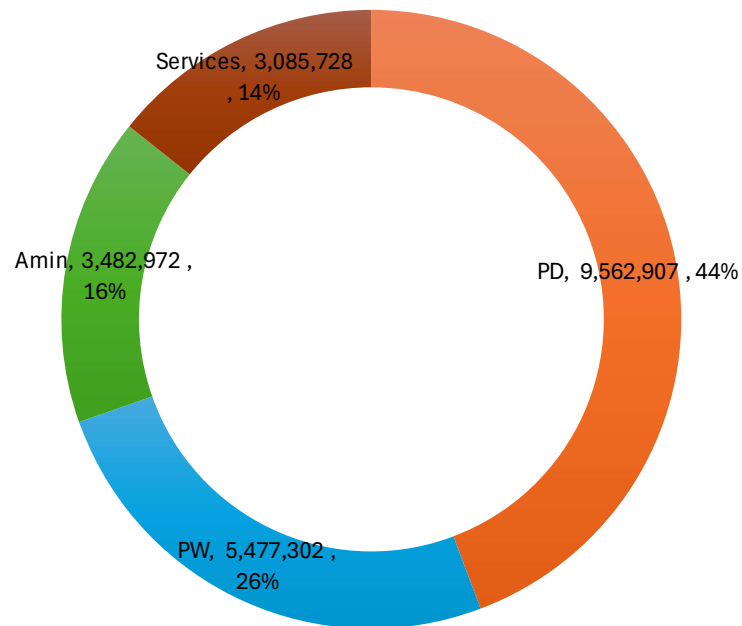
Citywide Operating Expenses by Category

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
Labor Cost	21,608,909	17,533,624	81.1%	15,220,692	2,312,932	15.2%	7.1%
Planned Operations	12,480,899	9,192,369	73.7%	7,928,675	1,263,694	15.9%	9.8%
Utilities	5,143,113	4,204,113	81.7%	3,591,664	612,449	17.1%	8.4%
Internal Charges	5,520,866	4,432,312	80.3%	4,859,640	(427,328)	-8.8%	8.2%
Debt	-	-	0.0%	70,091	(70,091)	-100.0%	-9.7%
Special Agreements	2,868,594	699,368	24.4%	1,720,737	(1,021,369)	-59.4%	-17.2%
Citywide Operating Expenses	\$47,622,381	\$36,061,786	75.7%	33,391,499	\$2,670,287	8.0%	3.6%

Given that labor costs are a significant component of the city's operations, the following table presents labor costs by department. To further illustrate the distribution, a pie chart follows, breaking down labor costs by category. Police, as the largest category, is followed by Public Works. The Administrative category includes the City Manager's Office, Information Technology, Finance, Human Resources, and City Clerk. The Services category consists of Building, Community Services, Planning, Economic Development, City Council, and the Planning Commission.

Citywide Labor Cost by Department

Department	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
200-Police	9,562,907	7,250,673	75.8%	6,111,320	1,139,353	18.6%	7.6%
400-Public Works	5,477,302	4,800,839	87.6%	4,333,180	467,659	10.8%	7.2%
140-Administrative Services	931,465	866,571	93.0%	735,891	130,680	17.8%	-0.7%
405-Building	1,324,643	1,088,902	82.2%	1,032,761	56,141	5.4%	13.4%
300-Community Services	933,058	693,720	74.3%	588,682	105,038	17.8%	8.7%
110-City Manager	683,111	663,572	97.1%	457,042	206,530	45.2%	7.7%
500-Information Technology	893,624	637,293	71.3%	680,508	(43,215)	-6.4%	11.7%
145-Planning	570,891	416,115	72.9%	402,592	13,523	3.4%	3.4%
135-Human Resources	502,626	481,504	95.8%	385,867	95,637	24.8%	7.1%
125-Economic Development	489,301	357,483	73.1%	306,505	50,978	16.6%	2.8%
120-City Clerk	222,199	244,451	110.0%	169,901	74,550	43.9%	-3.4%
100-City Council	14,487	29,770	205.5%	13,362	16,408	122.8%	12.0%
105-Planning Commission	3,295	2,731	82.9%	3,081	(350)	-11.4%	0.0%
Grand Total	\$21,608,909	\$17,533,624	81.1%	15,220,692	\$2,312,932	15.2%	7.1%



General Fund

The General Fund budget and financial information are subject to changes throughout the year as authorized by the City Council. Actual amounts are also subject to audits and year-end adjustments, including accruals, allocations, internal charges, and transfers.

The following table presents General Fund operating revenues and expenditures, excluding capital expenditures and CIP. This distinction is made because operating expenses are ongoing, whereas capital expenditures are typically one-time purchases that can be more easily controlled during periods of fiscal distress.

This table provides an overview of the General Fund, highlighting that approximately 90% of operating revenues come from taxes. On the expenditure side, labor costs represent the largest category. The summary table compares the budget to YTD actuals and prior-year figures while also including a six-year Compound Annual Growth Rate (CAGR) to illustrate long-term trends.

General Fund Operating Revenues/Expenses

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
400-Prop Tax	8,058,636	8,646,640	107.3%	7,835,016	811,624	10.4%	11.4%
410-Sales Tax	15,132,572	15,999,029	105.7%	14,415,033	1,583,996	11.0%	0.2%
415-Franchise	1,589,500	698,173	43.9%	1,840,960	(1,142,787)	-62.1%	22.7%
71-Fees for Service	1,014,264	1,656,893	163.4%	634,229	1,022,664	161.2%	2.4%
73-License & Permits	1,505,392	1,934,548	128.5%	983,519	951,029	96.7%	-0.5%
74-Fines, Forfeitures,	30,002	44,146	147.1%	32,306	11,840	36.6%	85.2%
75-Rents & Concessions	542,228	270,434	49.9%	401,435	(131,001)	-32.6%	8.9%
76-Investment Earnings	2,516,494	1,757,263	69.8%	2,360,846	(603,583)	-25.6%	-0.1%
Total Revenues	\$30,389,088	\$31,007,126	102.0%	28,503,344	\$2,503,782	8.8%	3.1%

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
Labor Cost	17,903,636	14,488,669	80.9%	12,271,549	2,217,120	18.1%	7.3%
Planned Operations	6,614,076	3,985,945	60.3%	3,532,881	453,064	12.8%	5.0%
Utilities	689,925	515,708	74.7%	506,997	8,711	1.7%	25.5%
Internal Charges	2,912,134	2,496,628	85.7%	2,485,737	10,891	0.4%	11.1%
Special Agreements	2,868,594	699,368	24.4%	1,720,737	(1,021,369)	-59.4%	-17.2%
Total Operating Expenses	\$30,988,365	\$22,186,318	71.6%	20,517,901	\$1,668,417	8.1%	1.3%
Operating Income (Loss)	(\$599,277)	\$8,820,808	-1471.9%	7,985,443	\$835,365	10.5%	10.3%

The following table presents General Fund operating expenditures by department.

General Fund Operating Expenses by Department

Department	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
125-Economic Development	3,909,355	1,500,514	38.4%	2,665,716	(1,165,202)	-43.7%	-14.0%
200-Police	12,576,035	9,807,954	78.0%	8,357,753	1,450,201	17.4%	9.2%
400-Public Works	6,502,774	4,596,012	70.7%	4,226,761	369,251	8.7%	9.1%
140-Administrative Services	1,080,933	886,484	82.0%	877,883	8,601	1.0%	0.4%
405-Building	1,666,257	1,322,506	79.4%	1,153,606	168,900	14.6%	9.2%
300-Community Services	1,508,412	1,067,816	70.8%	1,022,337	45,479	4.4%	7.2%
110-City Manager	842,210	751,053	89.2%	546,661	204,392	37.4%	8.7%
145-Planning	1,388,911	908,227	65.4%	571,208	337,019	59.0%	7.1%
135-Human Resources	678,589	623,514	91.9%	454,538	168,976	37.2%	5.8%
130-City Attorney	350,000	298,245	85.2%	288,357	9,888	3.4%	2.4%
120-City Clerk	348,212	333,727	95.8%	250,247	83,480	33.4%	-1.5%
000-Non-Departmental	-	-	0.0%	-	-	0.0%	0.0%
100-City Council	132,957	87,111	65.5%	86,045	1,066	1.2%	4.6%
250-Emergency Operations	357	357	100.0%	13,708	(13,351)	-97.4%	0.0%
105-Planning Commission	3,363	2,798	83.2%	3,081	(283)	-9.2%	0.0%
Operating Expenditures	\$30,988,365	\$22,186,318	71.6%	20,517,901	\$1,668,417	8.1%	1.3%

Enterprise Funds - Water

The Water Fund is part of the city's Enterprise Funds, which operate like a business within the government. This means the water system is funded by the money it generates—mainly from water bills paid by residents and businesses—rather than taxes. These funds cover the costs of maintaining and improving the water infrastructure, including pipelines, pumps, and treatment facilities, ensuring a safe and reliable water supply for the community.

Water Fund Operating Revenues/Expenses

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
Operating Revenues	5,501,153	4,933,518	89.7%	4,858,114	75,404	1.6%	2.6%
Labor Costs	1,513,944	1,197,560	79.1%	1,185,635	11,925	1.0%	9.2%
Planned Operations	1,154,185	1,010,289	87.5%	817,579	192,710	23.6%	10.2%
Utilities	2,227,950	1,771,832	79.5%	1,623,080	148,752	9.2%	11.3%
Internal Charges	1,074,844	905,067	84.2%	1,136,181	(231,114)	-20.3%	17.0%
Debt	-	-	0.0%	-	-	0.0%	0.0%
Operating Expenses	5,970,923	4,884,748	81.8%	4,762,475	\$122,273	2.6%	11.6%
Operating Income (Loss)	(\$469,770)	\$48,770	-10.4%	95,639	(46,869)	-49.0%	0.0%

Enterprise Funds - Sewer

The Sewer Fund is part of the city's Enterprise Funds, meaning it operates like a self-sustaining business. It is funded by fees paid by residents and businesses for sewer services, rather than tax dollars. This money is used to maintain, repair, and upgrade the sewer system, including pipelines and treatment facilities, to ensure safe and efficient wastewater collection and treatment for the community.

Sewer Fund Operating Revenues/Expenses

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
Operating Revenues	2,635,000	2,552,657	96.9%	2,385,520	167,137	7.0%	4.8%
Labor Costs	530,894	544,437	102.6%	428,502	115,935	27.1%	12.2%
Planned Operations	996,688	821,260	82.4%	729,623	91,637	12.6%	7.2%
Utilities	97,580	83,263	85.3%	74,770	8,493	11.4%	23.8%
Internal Charges	622,562	526,356	84.5%	662,464	(136,108)	-20.5%	16.3%
Debt	-	-	0.0%	70,091	(70,091)	-100.0%	-29.4%
Operating Expenses	2,247,724	1,975,316	87.9%	1,965,450	\$9,866	0.5%	11.0%
Operating Income (Loss)	\$387,276	\$577,341	149.1%	420,070	157,271	37.4%	-9.7%

Enterprise Funds - Refuse

The Refuse Fund is part of the city's Enterprise Funds, which means it is funded by fees paid by residents and businesses for trash collection and waste disposal services, rather than tax dollars. However, refuse operations within the City Core area are now outsourced to American Refuse, while services in the Gossamer Grove area are handled by Varner Brothers. These service providers are responsible for collecting and disposing of waste efficiently, ensuring a clean and well-maintained community.

Refuse Fund Operating Revenues/Expenses

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
Operating Revenues	1,577,178	2,077,278	131.7%	1,772,060	305,218	17.2%	10.9%
Labor Costs	150,420	84,696	56.3%	113,592	(28,896)	-25.4%	-13.1%
Planned Operations	1,515,234	1,609,004	106.2%	1,473,687	135,317	9.2%	33.5%
Utilities	62,139	25,811	41.5%	16,211	9,600	59.2%	57.8%
Internal Charges	322,325	-	0.0%	(3)	3	-100.0%	0.0%
Debt	75,000	59,332	79.1%	-	59,332	0.0%	-23.6%
Operating Expenses	2,125,118	1,778,843	83.7%	1,603,487	\$175,356	10.9%	13.0%
Operating Income (Loss)	(\$547,940)	\$298,435	-54.5%	168,573	129,862	77.0%	-24.7%

Enterprise Funds – Public Transit

The City of Shafter provides public transportation through its Dial-A-Ride program, a convenient, on-demand service that helps residents travel within the community. Riders pay a modest fee, while most the program's operating costs are covered by subsidies from federal and state grants, including Section 5311, TDA (Transportation Development Act), LCTOP (Low Carbon Transit Operations Program), and other funding sources. The City is committed to sustainability, with most of its fleet being fully electric, reducing emissions and promoting cleaner transportation for the community.

Public Transit Fund Operating Revenues/Expenses

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
71-Fees for Service	43,360	56,021	129.2%	43,900	12,121	27.6%	-3.5%
77-Grants & Donations	415,600	268,338	64.6%	141,168	127,170	90.1%	10.9%
78-Other Revenue	-	-	0.0%	-	-	0.0%	0.0%
79-Transfers-In	-	-	0.0%	-	-	0.0%	0.0%
Total Revenues	458,960	324,359	70.7%	185,068	139,291	75.3%	9.0%
Labor Costs	318,480	324,279	101.8%	243,160	81,119	33.4%	6.5%
Planned Operations	51,840	43,270	83.5%	32,816	10,454	31.9%	3.6%
Utilities	16,514	16,626	100.7%	14,498	2,128	14.7%	11.3%
Internal Charges	164,494	140,436	85.4%	173,754	(33,318)	-19.2%	15.5%
Debt	-	-	0.0%	-	-	0.0%	-100.0%
Operating Expenses	551,328	524,611	95.2%	464,228	\$60,383	13.0%	8.9%
Operating Income (Loss)	(92,368)	(200,252)	216.8%	(420,328)	220,076	-52.4%	0.0%

Enterprise Funds – Telecommunications

The City of Shafter has developed an advanced fiber network to provide high-speed internet access to the community. This network is funded through the Telecommunications Fund, which has been operating at a loss. To improve financial sustainability, the City is planning to partner with a service provider to expand services and attract more customers. With the help of grant funding, this partnership is expected to increase customer adoption and eventually generate positive operating income, ensuring the long-term success of the network.

Telecommunications Fund Operating Revenues/Expenses

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
71-Fees for Service	187,121	204,508	109.3%	225,819	(21,311)	-9.4%	15.0%
75-Rents & Concessions	-	-	0.0%	-	-	0.0%	0.0%
76-Investment Earnings	-	-	0.0%	-	-	0.0%	0.0%
77-Grants & Donations	487,010	487,010	100.0%	-	487,010	0.0%	0.0%
79-Transfers-In							
Total Revenues	674,131	691,518	102.6%	225,819	465,699	206.2%	0.0%
Labor Costs	64,254	47,544	74.0%	108,170	(60,626)	-56.0%	18.6%
Planned Operations	27,810	12,557	45.2%	13,264	(707)	-5.3%	0.8%
Utilities	135,887	124,875	91.9%	129,922	(5,047)	-3.9%	-3.1%
Internal Charges	-	5,345	0.0%	34,661	(29,316)	-84.6%	14.6%
Debt	-	-	0.0%	-	-	0.0%	-100.0%
Operating Expenses	227,951	190,321	83.5%	286,017	(\$95,696)	-33.5%	11.1%
Operating Income (Loss)	446,180	501,197	112.3%	(60,198)	561,395	-932.6%	4.0%

Enterprise Funds – Rail Operations

The Rail Operations Fund has experienced year-over-year operating losses, but the City of Shafter is taking steps to improve its financial outlook. The City is in the process of finalizing a long-term lease agreement with The Wonderful Company, which is expected to generate steady revenue. Over time, this agreement should help reduce the fund's accumulated deficit and put rail operations on a more sustainable financial path.

Rail Operating Revenues/Expenses

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
71-Fees for Service	15,000	-	0.0%	-	-	0.0%	0.0%
75-Rents & Concessions	60,000	-	0.0%	-	-	0.0%	-100.0%
76-Investment Earnings	-	-	0.0%	-	-	0.0%	0.0%
77-Grants & Donations	-	-	0.0%	-	-	0.0%	0.0%
79-Transfers-In							
Total Revenues	75,000	-	0.0%	-	-	0.0%	-17.0%
Labor Costs	28,437	28,526	100.3%	22,367	6,159	27.5%	-1.9%
Planned Operations	31,348	981	3.1%	31,475	(30,494)	-96.9%	14.7%
Utilities	9,580	2,504	26.1%	6,523	(4,019)	-61.6%	8.9%
Internal Charges	57,983	65,232	112.5%	86,964	(21,732)	-25.0%	-100.0%
Debt	-	-	0.0%	-	-	0.0%	0.0%
Operating Expenses	127,348	97,243	76.4%	147,329	(\$50,086)	-34.0%	-1.0%
Operating Income (Loss)	(52,348)	(97,243)	185.8%	(147,329)	50,086	-34.0%	-0.7%

Special Districts

Special districts are areas within the City of Shafter where property owners pay dedicated fees to help maintain specific services and improvements in their neighborhoods. These districts include:

LLMD (Lighting, Landscaping, and Maintenance Districts) – These districts fund the upkeep of streetlights, landscaping, parks, and public spaces to ensure they remain clean, safe, and visually appealing. Property owners within these districts contribute through annual assessments.

CFD (Community Facilities Districts) – Also known as Mello-Roos districts, these fund a wider range of public infrastructure and services, such as roads, schools, emergency services, and parks. They are typically created for new developments, with property owners paying a special tax to support the improvements.

These districts ensure that specific areas receive the necessary maintenance and improvements without impacting the city's general budget.

Special Districts Operating Revenues/Expenses

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
70-Taxes	981,106	1,137,154	115.9%	979,684	157,470	16.1%	12.8%
76-Investment Earnings	-	22,761	0.0%	(7,461)	30,222	-405.1%	10.4%
79-Transfers-In	-	-	0.0%	1,122,667	(1,122,667)	-100.0%	0.0%
Total Revenues	981,106	1,159,915	118.2%	2,094,890	(934,975)	-44.6%	5.8%
Labor Costs	-	-	0.0%	-	-	0.0%	19.6%
Planned Operations	547,588	376,255	68.7%	372,349	3,906	1.0%	0.0%
Utilities	171,185	109,733	64.1%	100,046	9,687	9.7%	-100.0%
Internal Charges	-	-	0.0%	-	-	0.0%	0.0%
Transfers-Out	-	-	0.0%	1,122,667	(1,122,667)	-100.0%	0.0%
Operating Expenses	718,773	485,988	67.6%	1,595,062	(\$1,109,074)	-69.5%	38.2%
Operating Income (Loss)	262,333	673,927	256.9%	(615,378)	1,289,305	-209.5%	39.5%

Special Revenues and Capital Projects Funds

The City of Shafter manages special revenue funds, which are made up of grants, state and federal funding sources like TDA (Transportation Development Act), gas tax, and SB1, as well as local funding such as impact fees. These funds are specifically designated for certain uses and cannot be spent on general city operations. The City combines these funds with local matching dollars to invest in capital projects, such as infrastructure improvements, road maintenance, and other community enhancements. This report provides a budget-to-actual summary, showing how much funding was allocated and how much has been spent on these projects.

Special Revenues & Capital Projects

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
70-Taxes	976,100	894,451	91.6%	866,657	27,794	3.2%	6.3%
71-Fees for Service	-	-	0.0%	-	-	0.0%	-100.0%
72-Connection/Impact Fe	6,733,026	8,758,040	130.1%	3,242,167	5,515,873	170.1%	3.8%
73-License & Permits	-	-	0.0%	-	-	0.0%	0.0%
74-Fines, Forfeitures,	34,730	27,661	79.6%	15,532	12,129	78.1%	-0.6%
76-Investment Earnings	294,927	594,797	201.7%	(211,153)	805,950	-381.7%	7.5%
77-Grants & Donations	12,192,804	3,608,222	29.6%	1,777,373	1,830,849	103.0%	27.1%
78-Other Revenue	-	-	0.0%	-	-	0.0%	0.0%
79-Transfers-In	-	-	0.0%	-	-	0.0%	-100.0%
80-Operations -Internal	335,580	-	0.0%	-	-	0.0%	-100.0%
Revenues	20,567,167	13,883,171	67.5%	5,690,576	8,192,595	144.0%	9.0%
Labor Costs	-	-	0.0%	-	-	0.0%	0.0%
Planned Operations	370,000	363,435	98.2%	-	363,435	0.0%	0.0%
Utilities	-	-	0.0%	-	-	0.0%	0.0%
Internal Charges	-	-	0.0%	-	-	0.0%	0.0%
Debt	-	-	0.0%	-	-	0.0%	31.0%
Capital Outlay	1,121,619	730,458	65.1%	-	730,458	0.0%	22.7%
CIP	17,571,155	6,646,988	37.8%	6,135,747	511,241	8.3%	19.0%
Transfers	-	-	0.0%	-	-	0.0%	22.3%
Expenses	19,062,774	7,740,881	40.6%	6,135,747	\$1,605,134	26.2%	22.3%
Operating Income (Loss)	1,504,393	6,142,290	408.3%	(5,269,090)	11,411,380	-216.6%	0.0%

Internal Service Funds

The City of Shafter has four Internal Service Funds, which are used to support city operations by providing essential services to different departments. These funds are not directly funded by residents but instead charge city departments for the services they provide. The four Internal Service Funds include:

- Facility Maintenance – Ensures city buildings and facilities are properly maintained and in good condition.
- Vehicle Maintenance – Manages and repairs city-owned vehicles to keep them running efficiently.
- Risk Management – Handles insurance, workplace safety, and liability issues to protect the city from financial risks.
- Information Technology (IT) – Supports and maintains the city's technology infrastructure, including computers, software, and network systems.

These funds help the city operate smoothly by ensuring departments have the resources they need to serve the community effectively.

Internal Service Funds Operating Expenses

Department	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
5100-Facility Maintenance	1,027,253	777,049	75.6%	489,746	287,303	58.7%	22.9%
5101-Vehicle Maintenance	259,563	206,814	79.7%	221,403	(14,589)	-6.6%	1.0%
5102-Risk Management	1,506,748	1,476,595	98.0%	1,137,384	339,211	29.8%	-4.3%
5103-Information Technology	1,576,644	1,179,531	74.8%	1,358,982	(179,451)	-13.2%	12.9%
Grand Total	4,370,208	3,639,989	83.3%	3,207,515	\$432,474	13.5%	4.7%

CAPEX

As Shafter continues to grow, the city's fleet and equipment play a crucial role in maintaining essential public services. These assets—ranging from police vehicles and fire trucks to street sweepers, and construction equipment—help ensure the city operates efficiently and safely for residents and businesses.

What is a Fleet? A fleet refers to the collection of vehicles owned and operated by the city to support public services. This includes:

- Emergency Response Vehicles – Police cars and fire trucks that provide public safety and emergency assistance.
- Public Works Vehicles – Street sweepers, dump trucks, and utility vehicles that maintain roads, sidewalks, and city infrastructure.
- Parks and Recreation Vehicles – Mowers, utility carts, and trucks used for maintaining parks, sports fields, and community spaces.

The following table provides citywide capital expenses by department.

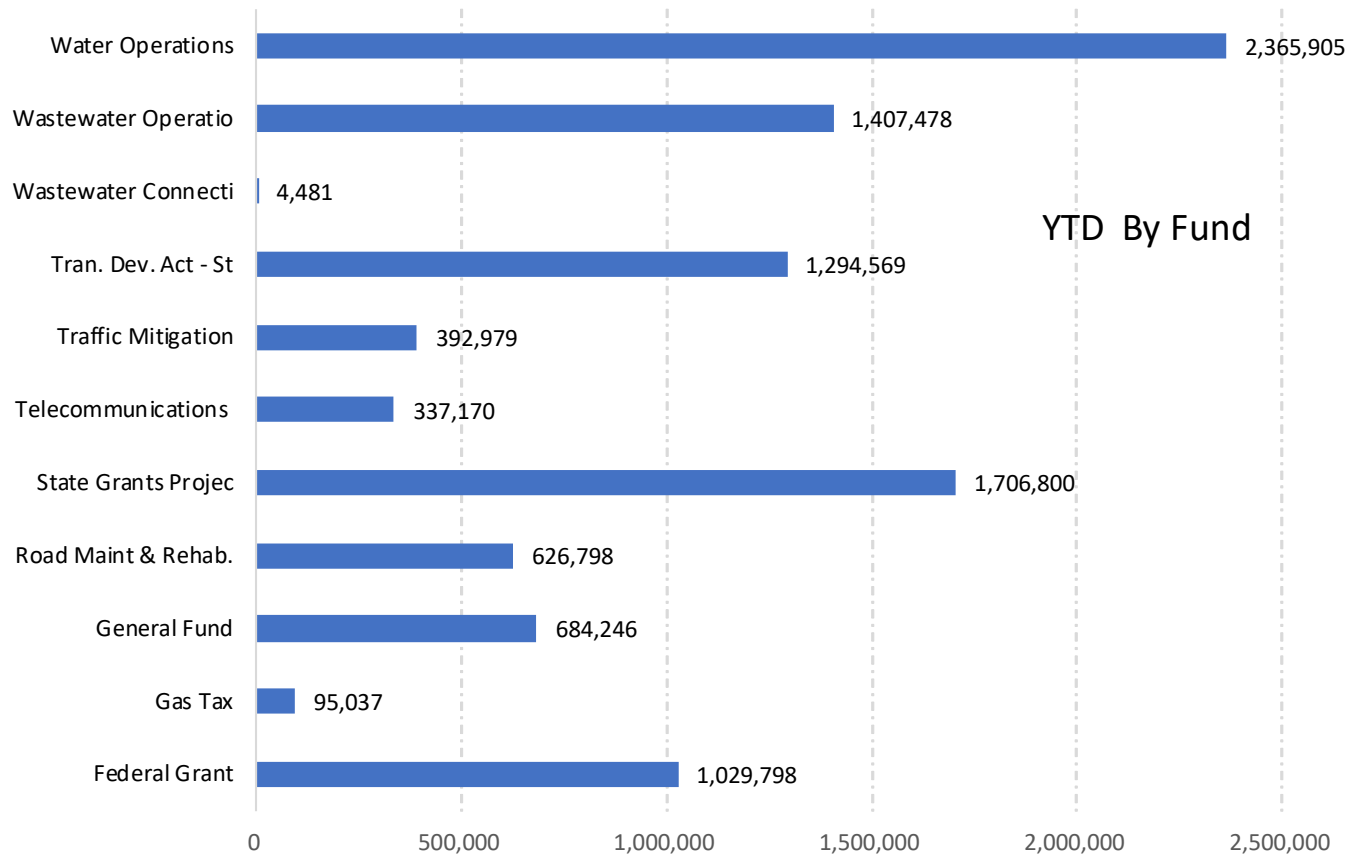
Citywide Fleet & Equipment

Account Category	24-25 Budget	24-25 YTD Actual	24-25 % of Budget	23-24 YTD Actual	YoY Change	YTD % Change	Six Yr CAGR (19 to 24)
200-Police	1,611,918	1,661,689	103.1%	363,140	1,298,549	357.6%	24.9%
400-Public Works	791,473	853,331	107.8%	19,921	833,410	4183.6%	-22.6%
140-Administrative Services	5,983	5,983	100.0%	403,742	(397,759)	-98.5%	0.0%
500-Information Technology	387,115	397,805	102.8%	34,661	363,144	1047.7%	-100.0%
300-Community Services	-	-	0.0%	218,472	(218,472)	-100.0%	103.8%
405-Building	-	-	0.0%	9,995	(9,995)	-100.0%	-25.0%
210-Corrections	-	-	0.0%	-	-	0.0%	-100.0%
100-City Council	-	-	0.0%	-	-	0.0%	0.0%
145-Planning	-	-	0.0%	-	-	0.0%	-100.0%
110-City Manager	-	-	0.0%	-	-	0.0%	-100.0%
000-Non-Departmental	-	-	0.0%	-	-	0.0%	0.0%
135-Human Resources	-	-	0.0%	-	-	0.0%	0.0%
120-City Clerk	-	-	0.0%	-	-	0.0%	0.0%
Total Citywide Fleet & Equipment	2,796,489	2,918,808	104.4%	1,049,931	\$1,868,877	178.0%	21.4%

Capital Improvement Program (CIP)

The Capital Improvement Program (CIP) is a long-term plan that outlines major infrastructure projects a city or government plans to complete over several years. These projects include things like road repairs, new parks, public buildings, and water system upgrades. The CIP helps prioritize and budget for these big projects, ensuring the community's needs are met while managing financial resources wisely. It typically spans multiple years and is updated regularly to reflect changing priorities and funding availability.

CIP Category	FY Actual 21/21	FY Actual 22/22	FY Actual 23/23	FY Actual 24/24	FY YTD Actual 25/25	Total
Streets	2,302,147	2,736,036	1,633,263	4,798,297	2,586,033	14,055,776
Water	1,534,492	1,278,889	1,211,899	1,608,122	2,365,905	7,999,306
Parks	0	53,998	842,398	2,608,359	942,484	4,447,240
Sewer	517,426	919,098	459,940	687,444	1,411,959	3,995,867
Public Facilities	15,867	9,500	960	1,880,380	1,767,146	3,673,852
Other	934,134	70,253	2,000	157,782	105,555	1,269,725
General Gov	284,206	74,952	16,184	638,155	63,930	1,077,427
IT	0	0	0	149,840	337,170	487,010
Police	10,420	0	16,102	193,396	216,144	436,062
Learning Center	0	0	0	8,711	142,726	151,437
Economic Dev	28,280	21,867	31,155	34,163	6,209	121,673
Grand Total	\$5,626,972	\$5,164,592	\$4,213,900	\$12,764,649	\$9,945,260	\$37,715,374



Conclusion

The City of Shafter has maintained a general fund surplus in recent years, contributing to one of the healthiest reserve levels in the region. The City Council adopted the current budget as a balanced budget, ensuring fiscal responsibility. While we are now experiencing a sharp decline in sales tax revenue, projections indicate that we will still conclude the fiscal year with a surplus. This year-to-date budget update provides valuable insight into the City's financial status. For any questions or further clarification, the Finance Director is available for discussion.

Special Event Permit

Thank you for choosing to host an event in the City of Shafter!

Before you start, let's make sure you need this permit. If your event will have fewer than 50 attendees and does not need to close public streets, sidewalks, or parking lots, you don't need a Special Events Permit. Have a great event!

However, if you expect more than 50 people or you are going to use public streets, sidewalks, or parking lots, please fill out this form. This helps us coordinate resources, ensure public safety, and ensures you comply with the Shafter Municipal Code. We have tried to make it as painless as possible, and we are here to help! If you have any questions contact the Public Works Office at (661) 746-5004.

Here's what you need to know:

- You will need to submit your completed application at least 30 days before the event. This gives us time to review and approve your permit.
- An application fee of \$25 is due after submittal and is non-refundable. (Other fees may apply.) A City staff member will contact you for payment.
- Events with more than 300 people at a time or serving alcohol require City Council approval.

Thank you again for hosting your event in Shafter—we can't wait to see it come to life!

Special Event Permit

Step 1 - Contact Information

Host Organization

(Host Organization is the organization accepting all financial responsibility for the event and providing the required insurance.)

Shafter Chamber of Commerce

Untitled

Check here if the Host Organization is a non-profit.

Host Organization Website

<https://shafterchamberofcommerce.com/>

Event Contact(s)

Untitled

Event Contact 1

Name

Angie Nelson

Phone

Email

(661) 431-6744

shafterchamber@gmail.com

Step 2 - Event Information

Event Details

Event Name

Shafter 3rd of July Celebration

Event Description

Shafter 3rd of July Celebration, Drone Light Show, vendors, music

Untitled

Check here if your event requires a street, sidewalk, or parking closure.

Event Location

700 E. Tulare Ave., Shafter, Ca 93263

Selecting an event location for this permit is not considered a facility reservation. To complete a park reservation, visit the [City of Shafter Parks Reservation](#) webpage.

Maximum Number of People Anticipated at a Time

6,000

Event Activities (Check all that apply)

Amplified Music/Speech

Vendors

Attach Community Event Permit issued by Kern Public Health

Applicants who will have vendors or participants ("parties") present at the event or facility: Applicant must enter into a written and executed contract with each of the other parties. The contract must include an indemnification, defense, and hold harmless provision in favor of the City and its officers, officials, employees, and agents, and must cause the other parties to comply with the insurance requirements required of the Applicant hereunder. Applicant shall obtain evidence of insurance and endorsements from each of its other parties and provide a copy to City upon request.

Event Set-Up Date

7/3/2025

Event Set-Up Time (Start and End time)

8:00 am to 4:00 pm

Event Date

7/3/2025

Event Time (Start and End Time)

6:00 pm - 9:30 pm

Event Tear-Down Date

7/3/2025

Event Tear-Down Time (Start and End Time)

9:30pm - 11:30 pm

Closure of Public Streets, Sidewalks, and Parking Lots (Encroachment)

Encroachment Details

Describe your requested closure of public streets, sidewalks, and/parking (For example, "closing the parking lot at the Green Hotel for a farmers market"):

3rd of July Celebration Drone Lights show requires closing of Beech Ave between Tulare and Fresno Ave.

Closure Start Date

7/3/2025

Closure Start Time

12:00 pm

Closure End Date

7/3/2025

Closure End Time

11:00 pm

Please submit a map or drawing of the encroachment and include exact dimensions.

For travel routes, include starting and ending points of the route, any proposed boundaries, and specific places for signs, cones, or barricades. Include staging areas where events will be set up.

Map/Drawing of Encroachment Location

Materials and Services

Check all items requested from the City.

Barricades

Cones

Refuse Containers

Declaration

1. Applicant is responsible for any damage to the items noted above and is responsible for the cost of repairs and/or replacement of such at the City's discretion.
2. Unless otherwise stated through an approved request, please note the following:
 - a. Items are not available during normal business hours of 8:00 am and 5:00 pm Monday through Friday.
 - b. The City will provide the items requested subject to availability.
 - c. All equipment must be set up, maintained, and removed by City employees exclusively.
3. The City of Shafter is in no way responsible for any personal injuries, property damage, or other liabilities that may incur during the use of said items.
4. The use of these items may also require City permits for Special Events and/or Encroachment in public right-of-way.

Indemnification

1. Applicant agrees that if this application is granted, applicant shall indemnify, defend, save and hold harmless the City of Shafter ("City"), and each of City's officials, officers, employees, city council members, agents, board members, commissioners, contractors and authorized volunteers (collectively "City Agents") against and from any and all suits, actions, damages, judgments, claims, demands, expenses (including actual out-of-pocket legal fees), losses, penalties, fines, liabilities, debts, costs and expenditures, including but not limited to, sums paid on liability judgements, and against any and all loss or liability which the City of Shafter or such City agents may suffer, or which may be recoverable from, or obtainable against the City of Shafter or such City agents, from loss, damage, or injury to persons or property in any manner proximately caused by, arising out of,

allegedly arising out of, incident to, or connected to any acts, omissions, or misconduct in connection with this permit including but not limited to the use of any City streets, land, buildings, facilities, or as applicable, the placing, erection, maintenance or existence of encroachment.

Initial
AN

2. Applicant further agrees that upon the expiration of the permit for which this application is made, if granted, or upon the revocation thereof by the City, applicant will at his own cost and expense remove the same from the public property or right-of-way where the same is located, and restore said public property or right-of-way to the condition as nearly may be in which it was before the placing, erection, maintenance, or existence of said encroachment.

Initial
AN

3. Applicant shall submit a traffic control plan for both vehicular and pedestrian traffic for all work in the public right-of-way. The plan and its controls shall follow the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Initial
AN

4. California Government Code Section 4216 requires an INQUIRY IDENTIFICATION NUMBER be assigned to every person planning to conduct an excavation in a Public Right-of-Way or Private Easement. If applicable, the applicant shall call the "USA" Regional Notification Center at 1-800-227-2600 a minimum of two (2) days prior to commencing that excavation. Pursuant to Title 12 of the Shafter Municipal Code, the undersigned hereby applies for a permit to place, erect, and/or maintain an encroachment on public property right-of-way as therein defined.

Initial
AN

5. In the event that a homeowner intends to replace broken sidewalk within the public right-of-way in front of their residence, and/or install infill sidewalk that is not part of a development or planned improvements by the City, a no-fee encroachment permit may be approved and granted. Please coordinate with Staff to determine if a no-fee permit would be applicable for a portion of or the entire scope of any proposed improvements. Applicant must follow the City of Shafter's Subdivision Engineering & Design Manual. If the applicant fails to meet the requirements or excessive re-inspections are performed, the applicant will be charged a retro-active permit fee and re-inspection fees incurred.

Initial
AN

6. The following shall be in addition to the above indemnification and below acknowledgement for

Furnished Goods: City of Shafter, its employees, city council members, agents, boards and commissions make NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety or fitness for any particular purpose of any Equipment covered by this agreement.

Initial
AN

Step 3 - Hold Harmless Agreement

I certify and agree to indemnify and hold harmless the City of Shafter, its employees, city council members, agents, boards and commissions from and against any and all claims, liability loss, costs, damages, fees of attorneys, and other expenses which the City may sustain or incur by reason of, or in consequence of, the use of City streets and land, including but not limited to, sums paid on liability judgements in relation to use of land and streets.

Furthermore, I certify that I am the applicant or authorized agent and that the information filed is true and correct to the best of my knowledge. I understand that additional conditions of approval may be imposed under this application, and I agree to comply with any conditions that may be required.

Applicant Signature

Date
4/29/2025

A handwritten signature in black ink, appearing to be 'S. M.', written over a horizontal line.

Step 4 - Insurance Requirements

- Certificate of Insurance ("COI")
- Endorsement page

Minimum	Insurance	Coverage:
General: \$1,000,000	per occurrence and \$2,000,000	general aggregate.
If alcohol is present or sold: \$2,000,000 per occurrence and \$4,000,000 general aggregate		

Coverage limits may be higher for higher risk activities and events.

Insurance certificates may be obtained by contacting homeowner/auto insurance companies and asking for event insurance or visiting online event insurance companies such as those listed below.

- Hub International: <https://www.hubinternational.com>

- Alliant Broker: Penny DeWitt-Holdren - Email: pdewitt@alliant.com (See City staff for assistance)

Friendly Reminders

1. All City noise regulations must be observed.
2. Parking must be in authorized parking spaces only.
3. Carefully observe Hours of Event, as stated on permit.
4. If indicated, comply with any additional conditions that may have been imposed as Conditions of Approval following review of your application for a Special Event Permit.

City Use Only

Public Works Review

Public Works Approval

Public Works Representative Name

Public Works Representative Title

Signature

Date

Police Department Review

Police Department Approval

Police Department Representative Name

Police Department Representative Title

Signature

Date

City Council Review

City Council Approval

Council Member Name

Council Member Title

Signature

Date



336 Pacific Avenue, Shafter, California 93263
(661) 746-5000 • Fax (661) 746-0607

**ENCROACHMENT PERMIT SUPPLEMENTAL FORM FOR
TRAFFIC ALTERATION AND CONTROL IN PUBLIC RIGHT-OF-WAY**

APPROVED: ☐ YES ☐ NO ☐ N/A	SIGNATURE PUBLIC WORKS DIRECTOR:	DATE SIGNED:
APPROVED: ☐ YES ☐ NO ☐ N/A	SIGNATURE CHIEF OF POLICE:	DATE SIGNED:

THE FOLLOWING WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR REVIEW. IT DOES NOT GUARANTEE APPROVAL. PLEASE ALLOW 21 DAYS FOR PROCESSING.

**SECTION 1 – GENERAL INFORMATION
TO BE FILLED OUT BY AGENCY PROVIDING TRAFFIC CONTROL PLAN**

Agency Name Shafter Chamber of Commerce Contact Angie Nelson
Address PO BOX 1181 City Shafter Zip 93263
Tel 661-431-6744 Alt. Tel 661-910-9185 Email shafterchamber@gmail.com
Name of event Shafter's 3rd of July Celebration
Date of event July 3, 2025 Start Time 12 pm End Time 11 pm

Route to be traveled, starting and ending points (**A map must be submitted and include any proposed delineations, as well as specific uses and locations of signs, cones or barricades. Any areas for event staging shall also be included**) Requesting closure of Beech Ave, between Tulare Ave and Fresno Ave. Area will serve as launch pad for drone light show.

**SECTION 2 – ENTRIES
CHECK ALL THAT APPLY, INCLUDE NUMBER OF ENTRIES**

☐ Vehicles ☐ Floats ☐ Animals ☐ Bikes ☐ Participants ☐ Booths
☐ Marching Bands ☐ Show Cars ☐ Motorcycles ☐ Other

**SECTION 3 – MATERIALS AND SERVICES
CHECK ALL THAT APPLY, INDICATE WHO WILL PROVIDE**

IMPORTANT: REQUESTING SERVICES OR EQUIPMENT FROM THE CITY REQUIRES THE COMPLETION OF THE **FURNISHED GOODS ACKNOWLEDGEMENT FORM**. OTHERWISE, COMPLETE BELOW:

Will barricades be used for this event?	☐ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will cones be used for this event?	☒ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will flaggers be used for this event?	☐ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will portable lighting be used for this event?	☐ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will refuse containers be used for this event?	☐ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will portable restrooms be used for this event?	☐ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will a generator be used for this event?	☐ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor

Please list other items, equipment not listed above, that will brought in to be used for this event and also who will provide the item or equipment: Cones (provided by City), Refuse containers and Portable restrooms

I certify and agree to indemnify and hold harmless the City of Shafter, its employees, city council members, agents, boards and commissions from and against any and all claims, liability loss, costs, damages, fees of attorneys, and other expenses which the City may sustain or incur by reason of, or in consequence of, the use of City streets and land, including but not limited to, sums paid on liability judgements in relation to use of land and streets. Furthermore, I certify that I am the applicant or authorized agent and that the information filed is true and correct to the best of my knowledge. I understand that additional conditions of approval may be imposed on my event, and I agree to comply with any conditions that may be required.

Authorized Signature 

Date 4/30/2025



Encroachment Permit Application

PUBLIC WORKS DEPARTMENT

336 Pacific Avenue, Shafter, CA 93263
Tel: (661) 746-5002

Email: encroachmentpermit@shafter.com



PERMIT NO _____

Please Check One: ☒ Property Owner ☐ Utility Company ☐ Contractor ☐ Other

Name Shafter Chamber of Commerce

Address: PO BOX 1181 City: Shafter State: CA Zip: 93263

Phone: 661-431-6744 Fax: _____ Email: shafterchamber@gmail.com

CA License No. _____ Type: _____ Expiration Date _____ Business License No, if applicable _____

Nature or description of the encroachment for which this application is made (attach a separate sheet if needed):

Requesting closure of Beech Ave, between Tulare Ave and Fresno Ave. Area will serve as launch pad for drone light show, the main feature of the Shafter 3rd of July Celebration

Location of the proposed encroachment (include drawing(s) and exact dimensions on a separate sheet) or use space provided:

Beech Ave, between Tulare Ave and Fresno Ave.

Proposed Encroachment: Start Date: 7/3/2025 Time: 12 pm Finish Date: 7/3/2025 Time: 11pm

INDEMNIFICATION

Applicant agrees that if this application is granted, applicant will indemnify, save and hold harmless the City of Shafter ("City"), and each of City's officials, officers, employees, city council members, agents, board members, commissioners, contractors and authorized volunteers (collectively "City Agents") against and from any and all suits, actions, damages, judgments, claims, demands, expenses (including actual out-of-pocket legal fees), losses, penalties, fines, liabilities, debts, costs and expenditures, and against any and all loss or liability which the City of Shafter or such City agents may suffer, or which may be recoverable from, or obtainable against the City of Shafter or such City agents, from loss, damage, or injury to persons or property in any manner proximately caused by, arising out of, allegedly arising out of, incident to, or connected to any acts, omissions, or misconduct in connection with the placing, erection, maintenance or existence of said encroachment.

Initials **AN**

Applicant further agrees that upon the expiration of the permit for which this application is made, if granted, or upon the revocation thereof by the City, applicant will at his own cost and expense remove the same from the public property or right-of-way where the same is located, and restore said public property or right-of-way to the condition as nearly may be in which it was before the placing, erection, maintenance or existence of said encroachment.

Initials **AN**

Applicant shall submit or require their contractor to submit both proof of workman's compensation insurance and a commercial general liability insurance policy, in the amount not less than one million dollars (\$1,000,000) per occurrence with a general aggregate not less than two million dollars (\$2,000,000). The insurance carrier must have a Best's rating on Excellent A-and be size VII or larger and licensed and admitted to do business in the state of California. The policy shall name the "City of Shafter, its officers, employees, city council members, agents, boards and commission" as additional insured.

Initials **AN**

Applicant shall submit a traffic control plan for both vehicular and pedestrian traffic for all work in the public right-of-way. The plan and its controls shall follow the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Initials **AN**

California Government Code Section 4216 requires an INQUIRY IDENTIFICATION NUMBER be assigned to every person planning to conduct an excavation in a Public Right-of-Way or Private Easement. If applicable, the applicant shall call the "USA" Regional Notification Center at 1-800-227-2600 a minimum of two (2) days prior to commencing that excavation. Pursuant to Title 12 of the Shafter Municipal Code, the undersigned hereby applies for a permit to place, erect, and/or maintain an encroachment on public property right-of-way as therein defined.

Initials **AN**

In the event that a homeowner intends to replace broken sidewalk within the public right-of-way in front of their residence, and/or install infill sidewalk that is not part of a development or planned improvements by the City, a no-fee encroachment permit may be approved and granted. Please coordinate with Staff to determine if a no-fee permit would be applicable for a portion of or the entire scope of any proposed improvements. Applicant must follow the City of Shafter's Subdivision Engineering & Design Manual. If the applicant fails to meet the requirements or excessive re-inspections are performed, the applicant will be charged a retro-active permit fee and re-inspection fees incurred.

Initials **AN**

Date: 4/30/2025

Applicant Signature: _____

I hereby certify that I have made an investigation of the facts stated in the foregoing application and find that the maintenance of said encroachment (1) will not substantially interfere with the use of the public place where the same is to be located and (2) will not constitute a hazard to persons using said public place.

Date: _____ City Engineer: _____

PERMIT NO _____

Use this space to draw/sketch proposed encroachment:

Please see attachment

OFFICE USE ONLY (Do Not Write Below This Line)

CONDITIONS: All Work shall be performed in accordance with City Standards applicable at the time of application and the City Engineer. Any additional conditions shall be listed below:

INSPECTION RECORD AND COMMENTS

DATE	NOTES/COMMENTS	INSPECTED BY

Origination Fee	Additional Services and Fees		Payment Record
☐ \$79 ☐ Waived ☐ Special/Expedited \$ _____ Receipt _____ Date _____ Received By _____	Minor Encroachment Fee ☐ \$79 Plan Review ☐ \$102 Inspection Fee ☐ \$16 One-day Oversize Load Permit	Major Encroachment Fee ☐ \$329 Plan Review ☐ \$658 Inspection Fee ☐ \$90 Annual Oversize Load Permit	☐ Cash ☐ Waived ☐ Check No _____ Receipt _____ Date _____ Received By _____



ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

PRODUCER (661)746-2810 Ext.
Selita Groves Insurance
House Account
P.O. Box 1450
Shafter, CA 93263

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 BELOW.

INSURED
Shafter Chamber of Commerce and Agriculture
P.O. Box 1181
Shafter, CA 93262

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Nautilus**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	NN1666547	07/30/2024	07/30/2025	EACH OCCURRENCE \$ 1,000,000.00
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00				
						MED EXP (Any one person) \$ 5,000.00
						PERSONAL & ADV INJURY \$ 1,000,000.00
						GENERAL AGGREGATE \$ 2,000,000.00
						PRODUCTS - COMP/OP AGG \$ 1,000,000.00
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	AN1320503	07/30/2024	07/30/2025	EACH OCCURRENCE \$ 1,000,000.00
		AGGREGATE \$ 1,000,000.00				
						\$
						\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured to read; City of Shafter, its officers, employees, city council members, agents, boards & commission.
336 Pacific Avenue, Shafter, CA 93263 In regards to the firework display to be held at Shafter High on July 3rd, 2025.

CERTIFICATE HOLDER

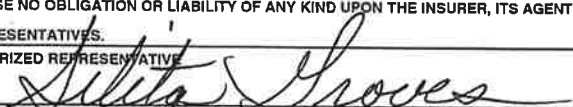
City of Shafter
336 Pacific Ave
Shafter Ca 93263

Additional Insured

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: David Franz, Community Services Director

SUBJECT: SHAFTER LIBRARY AND LEARNING CENTER CHESS GARDEN
BIDDING AUTHORIZATION

RECOMMENDATION

Council find the requested action is not defined as a “project” under Section 15378(b)(4) of the CEQA Guidelines; approve the final construction documents prepared by Provost & Pritchard Consulting Group; and authorize City Staff to proceed with formal bidding procedures for the Chess Garden Project at the Shafter Library & Learning Center.

BACKGROUND

In December 2021, the City Council adopted Resolution 2837, identifying a CDBG funding allocation for a seating garden at the Shafter Library & Learning Center. A subsequent Resolution No. 2897 was adopted on December 6, 2022, incorporating the 2023-24 CDBG allocation into the project. Council also approved an agreement with the County of Kern on February 20, 2024, to secure use of the designated CDBG funds for this project.

The project proposes to transform an underutilized shaded area on the southeast side of the Library building into a public Chess Garden, incorporating: concrete chess tables with integrated game boards, benches, planters, new landscape and irrigation improvements, decorative fencing, and a gate entrance.

Construction drawings were prepared by Wynn-Smith Landscape Architecture, Inc., and bid documents prepared by Provost & Pritchard Consulting have been reviewed and accepted by Kern County. The Community Services Department is prepared to issue a Notice to Bidders according to the City’s formal Public Works bidding process.

FISCAL IMPACT

No General Fund expenditure is required. The project is fully funded through Community Development Block Grant allocations secured under agreement with Kern County.

CEQA ANALYSIS

This item does not constitute a project under CEQA Guidelines Section 15378(b)(4) as it involves only the authorization of bidding procedures and administrative actions without direct physical change to the environment. The project was previously

SHAFTER LIBRARY AND LEARNING CENTER CHESS GARDEN BIDDING AUTHORIZATION

determined to not require additional CEQA compliance based on prior Council-adopted resolutions.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Shafter Library and Learning Center Specs and Contracts
2. Shafter Library-2nd Submittal-Landscape-2024.12.19



**CONSTRUCTION MANUAL
BID DOCUMENTS**

**CITY OF SHAFTER LIBRARY AND
LEARNING CENTER, CHESS GARDEN - CDBG
18.22.1 & 18.23.1**

**BID OPENING
FRIDAY, JULY 11, 2025 AT 11:00 AM**

**PRE-BID MEETING
TUESDAY, JULY 1, 2025 at 10:00 AM**

Prepared By:

**City of Shafter
Department of Public Works
Engineering Division**

**-
Kern County Planning &
Natural Resources Department**

**CITY OF SHAFTER LIBRARY AND LEARNING
CENTER, CHESS GARDEN - CDBG 18.22.1 &
18.23.1**

APPROVED BY:

Chad Givens
Mayor

Date

SUBMITTED BY:

Michael James
Public Works Director

Date

ATTEST:

Yazmina Pallares
City Clerk

Date

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THIS PROJECT IS FUNDED WITH
COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS FROM THE
DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT. FEDERAL
REQUIREMENTS, REGULATIONS AND
COMPLIANCE APPLY TO THE SERVICES
PROVIDED.

PLEASE REFER TO DOCUMENT 00731,
FORMS AND SUPPLEMENTAL CONDITIONS
FOR COMPLIANCE REQUIREMENTS.

DOCUMENT 00100

NOTICE TO CONTRACTORS

ARTICLE 1 – INVITATION TO BID

- 1.01 Notice Inviting Bids:** The City of Shafter (hereinafter “Owner”) Owner will receive sealed Bids at the City of Shafter Public Works office, 720 Commerce Way, Shafter, California 93263, until July 11, 2025, at 11:00 A.M. for the following public work:

City of Shafter Library and Learning Center, Chess Garden - CDBG 18.22.1 & 18.23.1

- 1.02 Project Description:** The project, consists of, in general, landscaping and site improvements for the Shafter Library. Work shall be completed within one hundred thirty-three (133) Calendar Days from the date when Contract Time commences to run.

- 1.03 Procurement of Bidding Documents:** *Bidders may obtain a copy of the Contract Documents from City of Shafter Engineering & Public Works Department at 720 Commerce Way, Shafter, CA 93263. The first set of plans and specifications is available at no charge, with any additional sets available for a non-refundable fee of \$20.00 per set. Additional charges will be required of any bidder who requests that the Contract Documents be mailed (costs for out-of-state mailings will be higher). Electronic plans and specifications are available online at <http://www.shafter.com/147/Bids-Contracts>. To the extent required by Section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents no charge to the contractor plan room.*

All addenda for this project will be available from City of Shafter Engineering & Public Works Department at 720 Commerce Way, Shafter, CA 93263, or online at <http://www.shafter.com/147/Bids-Contracts>. It is the sole responsibility of the Bidder to contact the City of Shafter Public Works & Engineering Department, 661-746-5002 to verify that all addenda have been received. Bid Proposals that do not contain a signed cover sheet for all addenda may, in the sole discretion of the City be rejected as non-responsive.

- 1.04 Instructions:** Bidders shall refer to Document 00 2000 Instructions to Bidders for required documents and items to be submitted in a sealed envelope. Sealed proposals will be received before 11:00 A.M. on July 11, 2025, at the following location:

1. Delivered in person, by courier service or by mail to the City of Shafter Public Works office, 720 Commerce Way, Shafter, CA 93263.
2. Mailed bids should be addressed to City of Shafter Public Works office, 720 Commerce Way, Shafter, CA 93263.

It is the sole responsibility of the Bidder to arrive at the City of Shafter Public Works office at least ten (10) minutes prior to the bid receipt deadline to receive a test time stamp. The time stamp clock in the main lobby of General Services shall be the official time. Any bid received at or after July 11, 2025, at 11:00 A.M. will be returned unopened. Soon after 11:00 A.M. the bids will be publicly opened and read on said date in the City of Shafter Public Works office for construction of public work known as: City of Shafter Library and Learning Center, Chess Garden - CDBG 18.22.1 & 18.23.1.

- 1.05 Pre-Bid and Site Visit:** Owner will conduct a Pre-Bid Conference and Site Visit at 10:00 A.M. on July 1, 2025, at City of Shafter Public Works office, 720 Commerce Way, Shafter, CA 93263.

- 1.06 Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.

- 1.07 Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work.

ARTICLE 2 – LEGAL REQUIREMENTS

- 2.01 Required Contractor's License(s):** A California "**Class A**" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

- 2.02 Substitution of Securities:** Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6290 Escrow Agreement For Security Deposits In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

- 2.03 Prevailing Wage Laws:**

Pursuant to Part 7 of Division 2 of the California Labor Code (Section 1720 et seq.) the Contractor shall pay not less than the prevailing rate of wages to workers on this project as determined by the Director of the California Department of Industrial Relations. The Director's schedule of prevailing rates is on file and open for inspection at City of Shafter City Hall, 336 Pacific Avenue, Shafter, CA 93263, and is incorporated herein by this reference.

This project may be subject to monitoring and enforcement by the Department of Industrial Relations (DIR), including the obligation to submit certified payroll records directly to the DIR Compliance Monitoring Unit (CMU) at least monthly using the CMU's eCPR system. Contractor will be notified by County staff prior to the start of the project if the project is subject to this requirement. Detailed information may be obtained on the State of California's Department of Industrial Relations website, www.dir.ca.gov/dlse/cmu/CMU.

- 2.04** For projects with Federal Funding, such as this one, each Contractor must be licensed at the time the Contract is awarded. The contractor license classification required for this project is "Class A."

- 2.05 Federal Prevailing Wage Requirements:**

This Community Development Project is subject to the Davis-Bacon Act, the Copeland "Anti-Kick Back" Act, the Equal Employment Opportunity Requirements and the Contract Works Hours and Safety Standards Act. Minimum wage rates as predetermined by the Secretary of Labor are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

- 2.06 Small Business Requirements:**

The City of Shafter hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, small businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The bidder to whom the contract is awarded will be required to comply with the Small Business Affirmative Action Plan requirements as set forth in the special provisions.

- 2.07 Section 3 requirements:**

The work to be done on this project is subject to the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) which requires that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-

and very low-income persons. These requirements are explained in detail in 24 CFR 75. The pre-bid conference will include a workshop on Section 3 compliance.

END OF DOCUMENT

**City of Shafter Public Works &
Engineering Department
County of Kern, State of California**

**NOTICE TO SUBCONTRACTORS, MATERIAL
SUPPLIERS AND WORKERS**

CONTRACT NO. _____

The City of Shafter is actively soliciting bids from prospective subcontractors or materials suppliers whose businesses qualify as a small business under the criteria in 13 CFR part 121 and/or qualify as Section 3 Business Concerns, as well as individuals who qualify as Section 3 Residents in connection with the City of Shafter Library and Learning Center, Chess Garden - CDBG 18.22.1 & 18.23.1 project to be located in the County of Kern and funded by the HUD.

A Section 3 Business Concern is a business:

- (1) that is 51% or more owned by Section 3 Residents; or
- (2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 Residents, or within three years of the date of first employment with the business were Section 3 Residents; or
- (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet the qualifications set forth in paragraphs (1) or (2) in this definition of a Section 3 Business Concern.

A Section 3 Resident is:

- (1) a resident of public housing located in Kern County, or
- (2) an individual who resides in the County of Kern and who is a low or very-low income person.

Qualified individuals and firms may obtain a list of plan-holding general contractors at City of Shafter, 336 Pacific Avenue, Shafter, CA 93263 until 5:00 p.m. _____, 20__.

General Contractors should be contacted directly for possible use in their bid proposals on this project.

The City of Shafter and prospective General Contractors are seeking such subcontractors in compliance with the procurement standards found at 24 CFR 85.36(e) and Section 3 of the HUD Act of 1968, which provide that Small Businesses (SBs) and Section 3 Business Concerns/Residents be given the maximum practical opportunity to participate in HUD funded contracts.

Hiring is anticipated for the following trades:

Landscaping, Demolition, Sawcutting, Concrete, General Labor, Fencing

Subcontracts may be let for the following categories of work on this project:

Any and All Work Necessary for Project Completion

SECTION II

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

Bids are requested by the City of Shafter ("hereinafter "Owner"), for a general construction contract, or work described in general, as set forth in Document 00100 (Notice Inviting Bids), and the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit

- A. Owner may conduct Pre-Bid Conference and Site Visit at the date, time and location indicated in Document 00100 (Notice Inviting Bids), to consider such matters as Bidders may request and perform a Site Visit immediately following, at the Site. If the Notice to Contractors specifies a required Site Visit, Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding.
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

1.02 Required Pre-Bid Investigations

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00700 (General Conditions) on required pre-bid investigations.

1.03 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda. It is the sole responsibility of the Bidder to contact City of Shafter at 661-746-5002 to verify that all addenda has been received. Addenda will only be available from City of Shafter at 661-746-5002. Owner may not answer questions received less than ten Calendar Days prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. It is the sole responsibility of the Bidder to contact the City of Shafter, Telephone: 661-746-5002, to verify that all addenda has been received. Bid Proposals that do not contain a signed cover sheet for all addenda may, in the sole discretion of the Owner, be rejected as non-responsive. Addenda may also be acknowledged by number in Document 00410 (Bid Form). All addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time

- A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00100 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.

2.02 Bid Submission:

- A. Owner will receive Bids in a sealed envelope, containing the required items described herein.
- B. Bidders should mark their Bid envelope using the name, address, identifying information and project number, indicated in Document 00100 (Notice Inviting Bids).

2.03 Required Contents of Bid Submittal Envelope

- A. Document 00410 (Bid Form). Bidders must submit Bids on Document 00410 (Bid Form) in accordance with the provisions of Document 00410. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00411 (Bond Accompanying Bid). Bidders must submit Document 00411 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00411 of not less than 10% of the base Bid, payable to Owner and completed in accordance with the provisions of Document 00411.
- C. Document 00412 (Bidder Registration and Experience Form). Bidders must submit Document 00412 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00412.
- D. Document 00431 (Subcontractors List). Bidders must submit Document 00431 (Subcontractors List) completed in accordance with the provisions of Document 00431. The Subcontractors List must include the names and addresses of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
- E. Document 00452 (Non-Collusion Affidavit). Bidders must submit Document 00452 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00452.
- F. Document 00455 (Bidder Certifications). Bidders must submit Document 00455 (Bidder Certification) completed in accordance with the provisions of Document 00455.
- G. Document 00453 (Iran Contracting Act Certification) Bidders must submit Document 00453 (Iran Contracting Act Certification) in accordance with Public Contract Code Sections 2200 et seq.
- H. Additional Bid Documents to be Completed and Submitted with Bid as listed in Section 00731, "Supplementary Conditions Community Development Block Grant Funded Project".

ARTICLE 3 - BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

- A. Owner will open each Bidders' Envelope at the time and place indicated in Document 00100 (Notice Inviting Bids), initially evaluate them for bid bond, subcontractor listing and addenda. Further evaluation will follow, and notification of the "Apparent Low Responsive, Responsible Bidder" will be recommended to the City Council/Board of Directors during an open meeting.
- B. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's

failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

- B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00410 (Bid Form) or prior to the Notice of Award.
- C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

- A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.
- B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Calendar Days after award or full execution of the Contract, whichever first occurs.
- C. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:

4.01 Submission of Written Bid Protest

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00100 (Notice Inviting Bids) must be submitted in writing to the City of Shafter Department of Public Works, 720 Commerce Way, Shafter, CA 93263 before 4:30 P.M. of the fifth Business Day following opening of the Bids.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid.

- F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. . Such Award, if made, will be made within sixty (60) Calendar Days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, within the time limits requested by Owner. Failure to deliver the "Required Contract Documents" to Owner by 5:00 p.m. of the 10th Day following Contractor's receipt of the Documents, will entitle the Owner to consider your Bid abandoned, and to declare your Bid security forfeited.

5.02 Required Contract Documents and Proof of Insurance

- A. Document 00500 (Agreement), fully executed by successful Bidder. Submit seven originals, each bearing an original signature.
- B. Document 00601 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00601. Submit seven originals.
- C. Document 00602 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00602. Submit seven originals.
- D. Document 00603 (Guaranty), fully executed by successful Bidder. Submit seven originals.
- E. Insurance certificates and endorsements required by Document 00800 (Supplementary Conditions—Insurance): Submit seven original set.
- F. Connelly Asbestos Notification. Submit seven originals.
- G. Corporate Resolution IF APPLICABLE. Submit seven originals.
- H. Fictitious Business form IF APPLICABLE (copy of recorded document). Submit seven originals.

5.03 Failure to Execute and Deliver Documents:

- A. If Bidder to whom Contract is awarded, within the period described in this Document 00200, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.

ARTICLE 6 - Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly.

ARTICLE 7 - GENERAL CONDITIONS AND REQUIREMENTS

7.01 Modification of Commencement of Work:

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

7.02 Conformed Project Manual:

- A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will constitute the approved Project Manual.

7.03 Payment Bond:

- A. The successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of the Work.

7.04 Wage Rates: (Also see federal requirements in Section 00731, Supplementary Conditions Community Development Block Grant Funded Project)

- A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City of Shafter, 336 Pacific Avenue, Shafter, CA 93263, and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

7.05 Withdrawal of Bids:

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with Owner at City of Shafter, 336 Pacific Avenue, Shafter, CA 93263. Bidder or its duly authorized representative shall execute request to withdraw Bid.

7.06 Ineligible Contractors and Subcontractors:

- A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

7.07 Substitutions:

- A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) shall submit Document 01600-A (Substitution Request Form) no later than 14 Calendar Days following the execution of the Contract by Owner. As a limitation on Bidder's privilege to request substitution of "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are

available from one source. As to such items, Owner will not permit substitution. Such items are described in the Bidding Documents.

7.08 Definitions:

- A. All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00700 (General Conditions) and Section 01422 (Definitions).

END OF DOCUMENT

SECTION III

DOCUMENT 00410**BID FORM**

TO THE CITY OF SHAFTER

THIS BID IS SUBMITTED BY:

 (Firm/Company Name)

Re: City of Shafter Library and Learning Center, Chess Garden
Project Number: CDBG 18.22.1 & 18.23.1

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Shafter (hereinafter "Owner") in the form included in the Contract Documents, Document 00500 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Notice Inviting Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Calendar Days after the day of Bid opening, unless there is a bid protest, then 90 Calendar days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received, reviewed and has included the signed cover sheet for each of the following Addenda in this bid submission:

Addendum Number	Addendum Date	Signature of Bidder

4. The undersigned, as Bidder, declares that: the Bidder is duly licensed under the Contractor's State License Law Business and Professions Code Section 7000 et.seq.; the only persons or parties interested in this proposal as principals are those named herein; this proposal is made without collusion with any other person, firm or corporation; the bidder has examined the location of the proposed work, the attached proposed form of Agreement, Plans, Specifications, and Addenda referred to; the Bidder agrees that if this proposal is accepted by the Owner, Bidder will contract with the Owner by execution of the documents required by Document 00200 (Instruction to Bidders); to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth, and that the Bidder will accept in full payment the following amounts:

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
A. PLANTINGS					
A1	ERIOBOTRYA DEFLEXA - 24" BOX	1	EA		
A2	ANIGOZANTHOS FLAVIDUS - 5 GAL	5	EA		
A3	ECHEVERIA X 'BLUE ATOLL' - 1 GAL	4	EA		
A4	FESTUCA GLAUCA 'ELIJAH BLUE' - 1 GAL	46	EA		
QA5	LAVANDULA ANGUSTIFOLIA 'ESSENCE PURPLE' - 5 GAL	11	EA		
A6	LIGUSTRUM SINENSE 'SUNSHINE' - 5 GAL	18	EA		
A7	LOMANDRA LONGIFOLIA 'BREEZE' - 5 GAL	53	EA		
A8	MYRTUS COMMUNIS 'COMPACTA' - 5 GAL	14	EA		
A9	PHORMIUM TENAX 'RAINBOW MAIDEN' - 5 GAL	20	EA		
A10	PHORMIUM TENAX 'TOM THUMB' - 5 GAL	15	EA		
A11	PITTOSPORUM TOBIRA 'MOJO' - 5 GAL	21	EA		
A12	SANTOLINA CHAMAECYPARISSUS - 5 GAL	19	EA		
A13	WESTRINGIA FRUTICOSA 'MORNING LIGHT' - 5 GAL	14	EA		
A14	WESTRINGIA FRUTICOSA 'WES05' - 5 GAL	6	EA		
A15	BIGNONIA CAPREOLATA 'TANGERINE BEAUTY' - 5 GAL	10	EA		
A16	DISTICTIS BUCCINATORIA - 5 GAL	3	EA		
A17	FICUS PUMILA - 5 GAL	4	EA		
A18	ERIGERON KARVINSKIANUS - 1 GAL	50	EA		

A19	TRACHELOSPERMUM JASMINOIDES - 1 GAL	14	EA		
B. SURFACING					
B1	DECOMPOSED GRANITE (GOLD DUST)	1265	SF		
B2	SYNTHETIC TURF	379	SF		
B3	CONCRETE PAVING	23	SF		
C. WALLS & FENCING					
C1	4' STUCCO SERPENTINE WALL	83	LF		
C2	8' STUCCO WALL	48	LF		
C3	5' WOOD FENCE	78	LF		
C4	8' DOUBLE SWING WOOD GATE	1	EA		
C5	5' WOOD ENTRY GATE	1	EA		
D. LANDSCAPING & FACILITIES					
D1	ALUMINUM EDGING	512	LF		
D2	CONCRETE MOW CURB	42	LF		
D3	CHESS PIECE STORAGE SHELVES	1	EA		
D4	CONCRETE REMOVAL (DEMOLITION)	182	SF		
D5	IRON VALLEY TRASH RECEPTACLE	1	EA		
D6	BIKE PLANTER	1	EA		
D7	DINING CHAIR - POLYWOOD	3	EA		
D8	RIVERSTONE BENCH	4	EA		
D9	ADIRONDACK CHAIR	2	EA		
D10	18" ROUND SIDE TABLE	3	EA		
D11	RIVIERA LOUNGE CHAIR	2	EA		
D12	ADULT CHESS TABLE	2	EA		

D13	KIDS CHESS TABLE	1	EA		
D14	ADULT STOOL	2	EA		
D15	KIDS STOOL	2	EA		
D16	WICKER HANGING CHAIR	2	EA		
D17	20X20 FT UMBRELLA W/POST	1	EA		
D18	ILLUSION MIRROR	1	EA		
D18	MIRROR BALL	3	EA		
D20	IRRIGATION SYSTEM	1	EA		
TOTAL BID PRICE:					

Total Bid Price:

_____ (\$ _____)
(Words)

5. Subcontractors for work included in all Bid items are listed on Document 00431 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If the documents required by Document 00200 (Instructions to Bidders) are mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00410, or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein.
8. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the Owner.
9. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all Work within the time specified in Document 00500 (Agreement).
10. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00500 (Agreement) shall be as set forth in Document 00500.

11. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

_____	_____
(Place of Incorporation, if Applicable)	(Principal)
_____	_____
	(Principal)
_____	_____
	(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor's Representative(s): _____
(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts _____
(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

END OF DOCUMENT

DOCUMENT 00410-A
ALTERNATE BID FORM

City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

This form shall be included in the Contractor's bid. The Contractor shall find all alternates in Section 01100 (Summary), Paragraph 1.03.

Add Alternate Bid # 1

Provide all labor, material, and equipment to << Alternate Description>>

ADD/DEDUCT\$ _____ +/- \$ _____

Add Alternate Bid # 2

Provide all labor, material, and equipment to << Alternate Description>>

ADD/DEDUCT\$ _____ +/- \$ _____

Indicate whether the above alternate is an additional cost (ADD) or a deductive cost (DEDUCT) by lining out the one not used, see example below.

~~ADD/DEDUCT~~ \$X thousand dollars and X cents _____ +/- \$X,000.00

Should the contractor not specify addition or deduct for the Alternate it will be determined that the Alternate Bid is a deduction.

DOCUMENT 00411

BOND ACCOMPANYING BID

(Name of Owner)

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as PRINCIPAL, and
 _____, as SURETY, are held and firmly bound unto
 the _____ (hereinafter Obligee), a _____, in the penal sum of ten percent
 (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to Obligee for the work
 described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind
 ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case
 shall the liability of the Surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS THE PRINCIPAL has submitted the above mentioned bid to Obligee for certain construction specifically
 described as follows, for which bids are to be opened at _____, California, on the date as indicated on the
 bid documents for the **City of Shafter Library and Learning Center, Chess Garden (CDBG 18.22.1 & 18.23.1)**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the
 Specifications, after the prescribed forms are presented to him for signature, enters into a written Agreement, in the
 prescribed form, in accordance with the bid, files the two bonds with the Obligee, one to guaranty faithful performance and
 the other to guaranty payment for labor and materials, as required by law, provides all required insurance certificates,
 Guaranty, and all other endorsements, forms, and documents required under Document 00200 (Instructions to Bidders),
 then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

If suit is brought upon this Bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the
 Obligee in such suit, including reasonable costs and Attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D.
 20__.

Correspondence of claims
 relating to this bond
 should be sent to the
 surety at the following
 address:

 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 PRINCIPAL

 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 SURETY

Phone: () _____

Note: Signatures of those executing for the Surety must be properly acknowledged.

END OF DOCUMENT

DOCUMENT 00412

BIDDER REGISTRATION FORM**INSTRUCTIONS**

In order to register to undertake work for Owner, Bidder **must**:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance or a letter evidencing coverage

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501(c)(3) _____ Corporation
 _____ other (please explain: _____)

INSURANCE**Workers' Compensation:**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

BONDING

Surety Company Providing Bonds: _____

Address: _____

Phone and Fax: _____

Admitted in California YES _____ NO _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE _____ AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

SAFETY EXPERIENCE

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

- 1. List Bidder's interstate Experience Modification Rate for the last three years.
[20__] ____ [20__] ____ [20__] ____
- 2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:
 - a. Number of lost workday cases _____
 - b. Number of medical treatment cases _____
 - c. Number of fatalities _____
- 3. Employee hours worked last year _____
- 4. State the name of Bidder's safety engineer/manager: _____

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE THE _____, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: _____
Signature

Its: _____
Title

Date _____

END OF DOCUMENT

DOCUMENT 00431**SUBCONTRACTORS LIST**

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Project Name/Number: City of Shafter Library and Learning Center, Chess Garden - CDBG 18.22.1 & 18.23.1

Full Name of Subcontractor and Address of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

DOCUMENT 00453

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2200 et seq.)

Project Name: City of Shafter Library and Learning Center, Chess Garden
Project Number: CDBG 18.22.1 & 18.23.1

As required by California Public Contract Code section 2204, the Contractor certifies that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 et seq.) is true and correct:

- ☐ The Contractor is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ Kern County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Kern County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the project is less than \$1,000,000.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the above selected option. This certification is made under the laws of the State of California.

Firm

Signed

Date

Name/Title

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

DOCUMENT 00455**BIDDER CERTIFICATIONS**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to the CITY OF SHAFTER (hereinafter "Owner") as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. STATEMENT OF BIDDER

Have you, or any officer of yours, or any employee of yours who may have a proprietary interest in your Bid, ever been disqualified, removed, or otherwise prevented from bidding on or completing any Federal, State, or Local Governmental project because of a violation of law or safety regulations:

YES _____ NO _____

3. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

4. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

5. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and am eligible to bid and work on public works projects.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the Owner will be relying on this certification if it awards the Contract to the undersigned.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

BIDDER:

(Name of Bidder)

Date: _____, [20____]

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

SECTION IV

DOCUMENT 00500**AGREEMENT**

THIS AGREEMENT, dated this **[date]** day of **[Month]**, **[202__]**, is by and between **[Insert name of Contractor]** whose place of business is located at **[Insert address of Contractor]** ("Contractor"), and the City of Shafter, a California Municipality (hereinafter "Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, in consideration for the promises and payment to be made and performed by Owner, and under the conditions expressed in the incorporated Bid Proposal (Bid), bonds and related papers, Contractor agrees to do all the work and furnish all the materials at the expense of Contractor (except such as the Specifications state will be furnished by Owner) necessary to construct and complete in a good and workmanlike manner to the satisfaction of the Owner all the work shown and described in the plans and specifications for the project known as:

**CITY OF SHAFTER LIBRARY AND LEARNING CENTER, CHESS GARDEN
CDBG 18.22.1 & 18.23.1**

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT**1.01 Work of the Contract**

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK**2.01 Commencement of Work**

- A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Final Completion of the entire Work **one hundred thirty three (133)** Calendar Days from the Commencement Date.

ARTICLE 3 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**3.01 Liquidated Damage Amounts**

- A. As liquidated damages for delay Contractor shall pay Owner one-thousand dollars (\$1,000.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.

- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00700 (General Conditions).

ARTICLE 4 - CONTRACT DOCUMENTS

- 4.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00001	Cover Sheet
Document 00100	Notice to Contractors
Document 00200	Instruction to Bidders
Document 00300	Geotechnical Data and Existing Conditions
Document 00410	Bid Form
Document 00412	Bidder Registration Form
Document 00431	Subcontractors List
Document 00452	Non-Collusion Declaration
Document 00453	Iran Contracting Act Certification
Document 00455	Bidder Certifications
Document 00500	Agreement
Document 00501	Notice of Award
Document 00601	Construction Performance Bond
Document 00602	Construction Labor and Material Payment Bond
Document 00603	Guaranty
Document 00590	Release of Claims
Document 01600-A	Substitution Request Form
Document 00620	Withheld Contract Funds Certification
Document 00700	General Conditions
Document 00731	Supplementary CDBG Conditions
Document 00800	Supplementary Conditions – Insurance
Document 00738	Apprenticeship Programs
Specifications	Divisions 1 through 16
Drawings	

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

ARTICLE 5 - MISCELLANEOUS

- 5.01** Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01410 (Definitions) and will have the meaning indicated therein.
- 5.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body 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 §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 5.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California

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Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 5.05** The provisions of form HUD 4010, "Federal Labor Standards Provisions" as well as the applicable federal wage decision for this project are by these references incorporated in this Agreement.
- 5.06** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Kern, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Kern.

IN WITNESS WHEREOF the parties have executed seven original Agreements on the day and year first above written.

**CITY OF SHAFTER
CITY COUNCIL**

By _____
Title: City Manager

"OWNER"

Contractor's Name

Type of Entity
(corporation, partnership, sole
proprietorship)

By _____
Signature

Typed Name

Title of Individual Executing
Document on behalf of Firm

"CONTRACTOR"

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NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND ARE REGULATED BY CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CALIFORNIA 95814.

END OF DOCUMENT

DOCUMENT 00590

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Contract Code § 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this **[date]** day of **[Month]**, **[201__]**, by and between the City of Shafter (hereinafter "Owner"), and **[Insert name of Contractor]** ("Contractor"), whose place of business is at **[Insert address of Contractor]**.

RECITALS

- A. Owner and Contractor entered into Contract Number **[Insert number]** (the "Contract") for construction of Owner City of Shafter Library and Learning Center, Chess Garden - CDBG 18.22.1 & 18.23.1 located at 236 James St., Shafter, California.
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____
2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of [_____] Dollars and [_____] Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00590. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00590. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00590.
4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code §7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00590, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless Owner and HUD, any of the Owner's and HUD's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00590.
8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

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***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

OWNER: (INSERT NAME OF OWNER HERE)

By: _____
Signature

Name: _____
Print

Its: _____
Title

ATTEST:

Secretary

Print

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

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REVIEWED AS TO FORM:

Dated: _____, [201__]

By: _____
Counsel for Owner

Name: _____
Print

END OF DOCUMENT

DOCUMENT 00601**CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, the City of Shafter (hereinafter "Owner"), a California Municipality, has awarded to (Name of Contractor) as Principal Contract Number _____ dated the ____ day of _____, 20____ (the "Contract"), in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

**CITY OF SHAFTER LIBRARY AND LEARNING CENTER, CHESS GARDEN - CDBG
18.22.1 & 18.23.1**

- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.
- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

(Corp. Seal)

Company

Signature

Name & Title

Address

City, State, Zip Code

SURETY

(Corp. Seal)

Company

Signature

Name & Title

Address

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00602

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the City of Shafter (hereinafter "Owner") has awarded to (Name of Contractor) as Principal Contract Number _____ dated the ____ day of _____, 20____ (the "Contract"), in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

**CITY OF SHAFTER LIBRARY AND LEARNING CENTER, CHESS GARDEN - CDBG
18.22.1 & 18.23.1**

- A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- B. NOW, THEREFORE, we, the undersigned Principal and (Name of Surety), as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- D. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- F. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing

Owner's rights against the other. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.

- G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

(Corp. Seal)

Company

Signature

Name & Title

Address

City, State, Zip Code

SURETY

(Corp. Seal)

Company

Signature

Name & Title

Address

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00603**GUARANTY**

TO: CITY OF SHAFTER (hereinafter "Owner"), for construction of CITY OF SHAFTER LIBRARY AND LEARNING CENTER, CHESS GARDEN (CDBG 18.22.1 & 18.23.1) located at 236 JAMES STREET, SHAFTER, CA 93263.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _____, 20__

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT

SECTION V

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ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

- A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order Of Precedence Of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - 1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - 2. Agreement Forms (Document 00500), and terms and conditions referenced therein;
 - 3. Supplementary General Conditions, if included;
 - 4. General Conditions (Document 00700);
 - 5. Division 1 Specifications, if included;
 - 6. Drawings and Technical Specifications (Division 2 and above);
 - 7. Written numbers over figures, unless obviously incorrect;
 - 8. Figured dimensions over scaled dimensions;
 - 9. Large-scale Drawings over small-scale Drawings.
- B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

- A. Prior to and as a condition of submitting a Bid and executing Document 00500 (Agreement), Contractor shall investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.
- B. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data

- A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention through written question issued during the bid period. In executing Document 00500 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information

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regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

- B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects

- A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.
- B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law

- A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code §§4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
- B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

- A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

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ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent Of Drawings And Specifications

- A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking Of Drawings And Specifications

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. .

4.03 Interpretation Of Drawings And Specifications

- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.
- B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer, where applicable. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.
- C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that

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Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Paragraph ten Working Days prior to furnishing such materials or performing such Work.

4.04 Use Of Drawings And Specifications.

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

- A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
 - 1. Schedule of Values
 - 2. Critical Path Method Construction Schedule
 - 3. Schedule of Submittals.
- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.
- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date Of Contract Time

- A. The Contract Time will commence ten (10) Working Days following execution of the Agreement by the City Council/Board of Directors, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

- A. Address, facsimile number, and email address given in Contractor's Bid are hereby designated as Contractor's legal address, facsimile number, and email address. Contractor may change its legal address, facsimile number, and email address by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address, facsimile number, or email address, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile or email to Contractor's designated facsimile number or email address of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission or email confirmation, shall be deemed legal and sufficient service thereof upon Contractor.

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6.02 Contractor's Superintendents Or Forepersons

- A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site. The Superintendent shall not be changed except with the consent of the Owner unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in its' employ. If the Superintendent proves to be unsatisfactory to Owner, they shall be replaced within ten (10) Calendar Days after written notice from Owner to Contractor.

6.03 Proficiency In English

- A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor's And Subcontractors' Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

6.05 Contractor's Use Of The Site

- A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

- A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
- B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.
- C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00500 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner's Observation Of The Work

- A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

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- B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer's Observation Of Work

- A. Owner may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager/Architect") to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to the extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- B. Project Manager/Architect may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner disapproval or rejection of Work that Project Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

7.04 Owner's And Architect/Engineer's Exercise Of Contract Responsibilities

- A. Owner, Project Manager, Architect/Engineer and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner's Right Of Access To The Work

- A. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe access and facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner's Right Of Separate Construction

- A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.
- B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials.

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Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.

- C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

- A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.
- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.
- C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.
- E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide summaries or reports comparing actual Project costs with Bid estimates or budgets, upon Owner's request.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value

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engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

8.04 Contractor To Maintain Project Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.
- B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor To Not Disrupt Owner Operation

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor To Provide Temporary Facilities And Controls

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all

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construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of the Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents.

- B. **Extended Guarantees:** Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- C. **Environmental and Toxics Warranty:** The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:
 - 1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
 - 2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
 - 3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
 - 4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection Of Work

- A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
- B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work, in addition to tests and submittals required in the individual material or equipment specification sections. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to

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make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

- C. Contractor shall give Owner no less than 48 hours notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. If applicable laws or regulations of any authority having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work.
- F. Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to the extent of uncovering or taking down portions of finished Work. Cost of making examination and of reconstruction shall be borne by Contractor.
- G. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.
- H. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction Of Defective Work

- A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.
- B. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any such Defective Work, or stop any portion of Work to permit Owner (at Contractor's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.

9.04 Acceptance And Correction Of Defective Work By Owner

- A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order may be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all

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claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.

- B. Owner may correct and remedy deficiency if, after five (5) Calendar Days of written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Project Manager/Architect's consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order may be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700.

9.05 Rights Upon Inspection, Correction Or Acceptance

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06 Proof Of Compliance Of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.
- B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period:

- A. If within one year after the Date of Completion as identified on the recorded Notice of Completion, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective

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Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct and remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

- B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before the date of completion as identified in the recorded Notice of Completion of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
- C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

- A. Neither recordation of the Notice of Completion nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right To Direct Changed Work.

- A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work ("Changed Work"), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered.
- B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation For Changed Work

- A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
 1. The Work performed in connection with the change to be made;

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2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 3. The extent of the adjustment in the Contract Time, if any.
- B. A Change Order will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided Owner indicates same thereon (by indicating it as a "unilateral change order").

10.03 Procedures And Pricing Of Changed Work

- A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01205 (Modification Procedures).

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

- A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

11.02 Excusable Delay And Inexcusable Delay Defined.

- A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:
1. Changes in the Work ordered by Owner ("**Changes**");
 2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or
 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, "force majeure events"), provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents ("**Force Majeure**").
- B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor's risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.
- C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

- A. Within five (5) Working Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE within seven (7) Working Days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed fifteen (15) Working Days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:

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1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
 1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
 2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

- A. If the Contractor is delayed in the performance of the Work because of acts of God, fire, strikes, unavailability of materials or similar occurrences beyond his control, the Engineer may grant such extension of time to complete the contract as he deems appropriate, providing the contractor has notified the Engineer in writing of the causes of the delay within five (5) Working Days of the beginning of the delay.
- B. Requests for extensions on of time to complete the contract based on delays in the performance of the work due to inclement weather must be submitted in writing to the Owner with appropriate justification on the number of days of delay. The Contractor and Owner will review the inclement weather days weekly. The Contractor will not be entitled to any extension of contract time or payment for costs incurred as a result of taking such actions.
- C. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather and provide requirements of implemented SWPPP and BMP's. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

- A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then

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Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00700 and Section 01205.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 Working Days; and Owner's written decision shall be final and conclusive. If Contractor disagrees with Owner's decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor's position as required herein.

12.02 Form And Contents Of Claim

- A. Contractor's written claim must identify itself as a "Claim" under Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) Calendar Days of receiving Owner's written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01205, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.03 Administration During/After Claim Submission

- A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 Calendar Days of submission, it shall be deemed denied.
- B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.
- C. After their submission, claims that total less than \$375,000 in the aggregate at Contract closeout shall also be subject to the Local Agency Disputes Act.

12.04 Compliance

- A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Section 910 Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented thereafter in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.03 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 Calendar Days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the requirements of the Government Code shall apply unchanged, including, without limitation, Contractor's obligation to file a Government Code Section 910 Claim.
- B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Section 910 Claim, or legal action.
- C. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

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ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

- A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two (2) Working Days, but no more than ten (10 Working Days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
- B. Contractor shall contact Underground Service Alert (USA) or the appropriate regional notification center, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in underground utility records. Contractor shall advise Owner of any conflict between information provided in Document 00300 (Geotechnical Data and Existing Conditions), the Drawings and that provided by underground utility records. Contractor's excavation shall be subject to and comply with the Contract Documents.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main implied by the presence of visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00300 (Geotechnical Data and Existing Conditions), or the Drawings or that provided by underground utility records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities.

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00700.
- C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than five (5) Working Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or

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indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

- E. Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00700, and in no event later than five (5) Working Days after first observance of:
 - 1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 - 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00700.)
- C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:
 - 1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
 - 2. Contractor did not know of it; and
 - 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

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- E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.
- F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice Of Hazardous Waste Or Materials Conditions

- A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00700), and in no event later than 24 hours after first observance of any:
 - 1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 - 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
 - 1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
 - 2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 - 3. Contractor failed to give the written notice within the required timeframe set forth below.
- E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner may issue either a Request for Proposal or Construction Change Order under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.

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- F. In addition to the parties' other rights under this Document 00700, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
- G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00700.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and HUD, their officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits And Taxes

- A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

14.03 Communications And Information Distribution

- A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.
- B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.
- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of portable document file (PDF) copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.

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- D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

- A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01205 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination Of Contract For Cause

- A. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) Calendar Days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of ten (10) Calendar Days, the Contractor must provide Owner within the ten (10) day period with a written plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).
- B. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.
- C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.

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- C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.
- D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination or lost profits on terminated Work.

14.07 Remedies

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located.
- B. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.

14.08 Contract Integration and Non-Waiver

- A. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.
- B. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- C. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.9 Interpretation.

- A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

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- B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any Owner's representative and Contractor; (2) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

14.10 Patents

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and HUD and each of their officers, employees, consultants and agents, including, but not limited to, the Council/Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution For Patented And Specified Articles

- A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 01600-A (Substitution Request Form) as provided in Document 00200 (Instructions to Bidders). A substitution will be approved only if it is a true "or equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, materials of construction, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest Of Public Officers

- A. No representative, officer, or employee of Owner no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14.13 Limit Of Liability

- A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGER AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site

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where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.

- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.
- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for remedying all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work

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shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety And Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

- 15.05** In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice of actions taken due to emergency.

15.06 Use Of Roadways And Walkways

- A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.07 Nondiscrimination

- A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the California Government Code. Every contractor for public works violating the provisions of Section 1735 of the California Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.08 Prevailing Wages And Working Hours (Also see relevant information in Section 00731, Supplementary CDBG Conditions)

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

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- B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00700 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.
 - 1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
 - 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
 - 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
 - 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
 - 1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
 - 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
 - a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of a change of location and address.

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- b. Contractor or Subcontractor has ten (10) Working Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit \$25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.
- 3. Contractor shall also deliver certified payrolls to Owner with each Application for Payment as set forth above in this Document 00700 (General Conditions).

15.09 Environmental Controls

- A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in California Government Code §11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project. Also, see additional "Mitigation Measures/Project Conditions" information contained elsewhere in these Contract Documents.

15.010 Shoring Safety Plan

- A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.
- B. At least five (5) Working Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.
- D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

SECTION 00731 -SUPPLEMENTARY CONDITIONS
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED PROJECT

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the Instructions to Bidders, 00200; Bid Form, Document 00410; and General Conditions, 00700 other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

1.02 – MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

A. FEDERAL LABOR STANDARDS PROJECT WAGE REQUIREMENT

Federally funded projects are subject to the Davis-Bacon Act and the higher rate of wages stated in either the general prevailing wage rate as determined by the Director of the Department of Industrial Relations of the State of California or the Federal wage rate shall apply under the contract. In the event a class of laborer or mechanic is not found in the Federal Wage Decision, then the Contractor shall follow the procedures set out in 29 CFR 5.5(a)(1), Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.

B. ADDITIONAL BID DOCUMENTS TO BE COMPLETED AND SUBMITTED WITH BID (Minimum requirements for submittal)

1. BID INSTRUCTION SUPPLEMENTAL FORM (Prime Only)
2. FED-10 – QUESTIONNAIRE (all bids)
3. CDA 100 – CONTRACTOR/SUBCONTRACTOR INFORMATION SHEET (all bids)
4. CDA 130 – EQUAL OPPORTUNITY AND DAVIS BACON ACT (all bids)
5. CDA 140 – NON-COLLUSION DECLARATION (all bids)
6. CDA 150 – NON-CONFLICT OF INTEREST CERTIFICATION (all bids)
7. CDA 160 – BUY AMERICAN, BUILD AMERICAN ACT CERTIFICATION (As Applicable, all bids)
8. CDA 170 – NON-SEGREGATED FACILITIES CERTIFICATION (all bids of \$10,000 or more)
9. CDA 180 – PERFORMANCE ON PREVIOUS EQUAL OPPORTUNITY SUBJECT CONTRACTS/SUBCONTRACTS CERTIFICATION (all bids of \$10,000 or more)
10. CDA 199 – SUSPENSION AND DEBARMENT CERTIFICATION (all bids)
11. CDA 200 – WITHHELD CONTRACT FUNDS CERTIFICATION (all bids)
12. SB-241 – PLAN FOR SMALL BUSINESS AND WOMAN BUSINESS ENTERPRISE UTILIZATION (bids of \$250,000 or more)
13. SB-242 – LIST OF AFFIRMATIVE STEPS TAKEN (bids of \$250,000 or more where Small Business participation goal was not met)
14. CDA-243 – CERTIFICATION REGARDING LOBBYING (bids of \$100,000 or more)
15. Sec-3 100 – CERTIFICATION OF COMMITMENT FOR CONTRACTORS & SUBCONTRACTORS (bids of \$200,000 or more)
16. Sec-3 105 – SECTION 3 CLAUSE CERTIFICATION FOR CONTRACTORS AND SUBCONTRACTORS (bids of \$200,000 or more)
17. Sec-3 110 – SECTION 3 HOURS AND QUALITATIVE EFFORTS (bids of \$200,000 or more)
18. Sec-3 120 – SECTION 3 RESIDENT/WORKER CERTIFICATION PROGRAM FORM (bids of \$200,000 or more)
19. Sec-3 130 – SECTION 3 BUSINESS CONCERN CERTIFICATION (bids of \$200,000 or more)

C. SUPPLEMENTAL CONDITIONS (SUBMIT INFO AS REQUIRED)

1. LB-1 – LEAD BASED PAINT POISONING PREVENTION (If applicable)
2. L-1 – PROHIBITED USE OF FEDERAL FUNDS FOR LOBBYING DISCLOSURE OF LOBBYING ACTIVITIES **(Include DOLA with Bid and indicate if applicable)**
3. FEDERAL LABOR STANDARDS (form HUD 4010) AND EQUAL OPPORTUNITY EMPLOYMENT

- a. MINIMUM WAGES
 - b. WITHHOLDING
 - c. PAYROLLS AND BASIC RECORDS
 - d. APPRENTICES AND TRAINEES APPRENTICE
 - e. COMPLIANCE WITH COPELAND ACT
 - f. SUBCONTRACTS
 - g. CONTRACTS TERMINATION; DEBARMENT
 - h. COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS
 - i. DISPUTES CONCERNING LABOR STANDARDS
 - j. CERTIFICATION OF ELIGIBILITY
 - k. COMPLAINTS, PROCEEDING, OR TESTIMONY BY EMPLOYEES
 - l. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
 - m. OVERTIME REQUIREMENTS
 - n. VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES
 - o. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES
 - p. SUBCONTRACTS
 - q. HEALTH AND SAFETY
 - r. CLEAN AIR AND WATER
 - s. EQUAL OPPORTUNITY CLAUSES
 - t. GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION
 - u. UTILIZATION OF SMALL BUSINESS CONCERNS
 - v. COMPLIANCE WITH THE REHABILITATION ACT OF 1973
 - w. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
 - x. EQUAL OPPORTUNITY FOR VETERANS
 - y. EMPLOYMENT REPORTS ON VETERANS
 - z. ARCHITECTURAL BARRIERS ACT OF 1968
 - aa. AMERICANS WITH DISABILITIES ACT OF 1990
 - bb. NON-DISCRIMINATION OF BASIS OF AGE POLICY
4. EQUAL OPPORTUNITY
- a. EEO CLAUSE
 - b. EXECUTIVE ORDER 11246 – EQUAL EMPLOYMENT OPPORTUNITY **(SUBMIT WITH BID FOR CONTRACTS AND SUBCONTRACTS MORE THAN \$10,000)**
 - c. EEO CONSTRUCTION CONTRACT SPECIFICATIONS
5. FEDERAL PREVAILING WAGE INFORMATION
- a. PREVAILING WAGE INFORMATION COVER
 - b. FEDERAL PREVAILING WAGE SUPPLEMENT
 - c. LABOR RELATIONS LETTER LR-96-01
6. FEDERAL PREVAILING WAGE DECISION
7. PLANNING AND NATURAL RESOURCES DEPARTMENT SMALL BUSINESS AFFIRMATIVE ACTION PLAN (if applicable)
- a. PURPOSE
 - b. GENERAL APPROACH
 - c. RESPONSIBILITY
 - d. PROCEDURE
 - I SMALL BUSINESS PARTICIPATION REQUIREMENTS
 - II SMALL BUSINESS SUBCONTRACTING PROGRAM
 - III SMALL BUSINESS SIZE STANDARDS
 - IV SMALL BUSINESS & WOMAN BUSINESS ENTERPRISE QUESTIONNAIRE **(SUBMIT WITH BID FOR ALL PRIME AND SUBS)**
 - V SMALL BUSINESS & WOMAN BUSINESS DIRECTORY
8. OTHER FEDERAL REQUIREMENTS
9. MATERIAL COVERED AT PRECONSTRUCTION CONFERENCE

PART 2 PRODUCTS - NOT USED
 PART 3 EXECUTION - NOT USED

END OF DOCUMENT

FEDERAL CONTRACT REQUIREMENTS

REGULATIONS AND COMPLIANCE

- INTRODUCTION -

The County of Kern's Community Development Program is funded by annual Community Development Block Grants (CDBG) from the United States Department of Housing and Urban Development (HUD) and is administered by the County's Planning and Natural Resources Department (PLNR). Before the County can receive any of its annual CDBG funds, it must certify that all funds received will be expended only for program eligible activities and that all expenditures will be made in compliance with specific federal regulations identified by HUD.

Most County CDBG funds are "flowed through" to contractors and subcontractors for actual expenditure. The County must insure that they expend CDBG funds in compliance with federal laws and the certifications made to HUD. Thus, a major administrative responsibility of the General Services Division of the County Administrative Office and the Planning and Natural Resources Department is to inform contractors and subcontractors of applicable program requirements, laws and regulations and advise on methods of compliance.

This section is incorporated in County funded CDBG contracts as an aid to achieve compliance and to protect contractors from having to refund any CDBG funds that are found to have been expended improperly. **HOWEVER, PLEASE BE AWARE THAT IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL APPLICABLE PROGRAM REQUIREMENTS, LAWS AND REGULATIONS ARE COMPLIED WITH ON THIS PROJECT.**

Project Name: City of Shafter Library and Learning Center, Chess Garden
 Project Number: CDBG 18.22.1 & 18.23.1

Bid Instruction Supplemental Form

All questions regarding Community Development Project bid submittals must be submitted through a formal Request for Information (RFI) process or they will not be responded to by Community Development Staff.

In addition to the documentation required to be submitted per the Section 00731 - Supplementary Conditions within the bid package, in order to be considered responsive, all bids must at a minimum contain:

- o The project Prime Contractor must have an active entity registration with Sam.gov, or its successor website, and all subcontractors, at a minimum, shall be issued a Unique Entity Identification (UEI) number from Sam.gov, or its successor website. Bids will be reviewed for federal exclusions with Sam.gov, or its successor/equivalent website(s) prior to award. Where active exclusions are found involving bidders, it may prevent the award of the project, even if the bid is otherwise considered the lowest most responsive bid.
- o Complete and submit all Prime related documentation for the Section 00731 – Supplementary Conditions for the primary bid.
- o To the greatest extent possible, all subcontractor documentation, shall be provided with bid, in accordance with Section 00731. Any deficiencies, missing items and/or corrections required shall be evaluated for responsiveness of the bid on a case by case basis. All subcontractor bid documentation must be provided prior to any award.
- o A completed CDA 100 shall be provided for the prime and each subcontractor at bid opening.
- o Determine which and list all subs that will be working on the job, including any subcontractors that will perform work for other subcontractors. It is the responsibility of the Prime contractor to ensure that this information is included in the bid package.
- o Federal job classifications required for the execution of work performed shall be identified for the prime and all subcontractors within the bid package on the CDA 130.
- o For prime and subcontractor bids of \$10,000 or more, CDA 180 documentation must include the appropriate check boxes filled and reported accurately.
- o Include the Disclosure of Lobbying Activities (DOLA) form for all bidders, if this form is not applicable, indicate N/A and submit a copy for each bidder, prime and subprime; and,
- o A Small Business and Women Business Enterprise Questionnaire for all bids, prime and subprime shall be completed and submit with bid.
- o For Section 3 projects provide all Good Faith Effort Documentation for Section 3 requirements with the initial bid.
- o For Section 3 projects, the Section 3-110 Form must be completed for prime and subcontractors. If the Section 3 goals are not met, Qualitative Effort(s) must be identified and checked FOR EACH bid, both prime and subprime. Section 3-120 and Section 3-130 forms shall be completed for the prime and subcontractors, or if not applicable, shall be submitted and marked N/A on form.
- o Provide all Good Faith Effort Documentation for DBE and Small Business Utilization requirements with the initial bid.
- o Determine which and list all subs that will be working on the job, including any subcontractors that will perform work for other subcontractors. It is the responsibility of the Prime contractor to ensure that this information is included in the bid package.

All change orders must be approved by the Community Development Division prior to execution of work.
Sign below:

Prime Bid (Contractor)

Date

SUBMIT WITH BID

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If the answer is yes, explain the circumstances in the following space.

Contractor/Subcontractor Name: _____

Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

NOTE: *This questionnaire constitutes a part of the Proposal, and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.*

CONTRACTOR/SUBCONTRACTOR INFORMATION SHEET

MAIL TO:

Planning and Natural Resources Department
Public Services Building
2700 "M" Street, Suite 250
Bakersfield, California 93301

Contract Number:
Project Name: **City of Shafter Library and Learning Center, Chess Garden**
Project Number: **CDBG 18.22.1 & 18.23.1**

Contractor/Subcontractor Name _____ (Phone #) _____

Contractor/Subcontractor Address				
Street	City	State	Zip Code	

Contractor/Subcontractor IRS Employer Number _____

Minority Contractor _____ Yes _____ No

LIST OF PRINCIPAL OWNERS (at least 51% owned, controlled, or actively managed by noted minority group)			
<u>Name</u>	<u>Ethnic Origin/Race</u>	<u>Social Security Number</u>	<u>Percent Ownership</u>

Female Contractor (51% control and ownership) _____ Yes _____ No

Small Business per 13 CFR part 121 _____ Yes _____ No

Type of work contracted: ☐ Construction ☐ Supplies ☐ Services

List all Subcontractors and Dollar Amounts: **(also submit separate CDA-100 for each listed subcontractor)**

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____

Certification

I hereby certify under penalty of law that the information given on this form is accurate and complete.

Name of Signatory	Signature Date

FOR COUNTY USE ONLY

Dollar Amount of Contract \$ _____ Contract Award Date _____

CDA 100

COMPLETE AND SUBMIT WITH BID

EQUAL EMPLOYMENT OPPORTUNITY 11246 AND DAVIS-BACON ACT COMPLIANCE CERTIFICATION

I hereby certify that I will comply with all the provisions of the Equal Opportunity Clause of Executive Order 11246 as amended by Executive Order 11375. Contractor agrees that no person, on the grounds of race, color, religion, national origin, sex or age will be subjected to discrimination under this contract.

As a recipient of a federally-assisted contract, I also hereby certify that I will comply with my obligation to create and/or maintain information regarding minority employment utilization under any and all contracts, whether federally assisted or not, as required by the U.S. Department of Labor, Employment Standards Administration, Office of Federal contract Compliance Programs (OFCCP).

I hereby further certify that I will conform to the Davis-Bacon Act regarding wages, benefits, on-site audits with 48 hours notice, payroll records, submittal of weekly payrolls to the Planning and Natural Resources Department – Community Development Division and/or Other Reviewing County Division/Department and apprentice and trainee employment requirements. I am aware that the proper payment of wages to all project employees will be reviewed by the County. I understand and agree that any wage underpayments will require the payment of back wages due to the affected employee(s).

Listed below are the labor classifications and related wage rates proposed by the prime and subcontractor of this project.

Classification	Group No. (if any)	Basic Hourly Rate	Wage Rate	
			Fringe Benefit Rate	Total Rate

(Attach additional sheets, if necessary)

I agree to supply the County of Kern with updates to this listing before I allow any additional labor classifications to be used on this project.

Signed _____
Contractor/Subcontractor

CD Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH
 BID

California Public Contract Code § 7106

PROJECT TITLE: City of Shafter Library and Learning Center, Chess Garden (CDBG 18.22.1 & 18.23.1)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
 (Office of the Affiant) (Name if Bidder)

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

 By (Signature of Principal)

 Typed Name and Title

 For (Bidder)

 Business Address

NOTE: If Bidder is a partnership or a joint venture, this declaration must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's declaration on this form is made outside the State of California, the official position of the person making such declaration shall be certified according to law.

NON-CONFLICT OF INTEREST CERTIFICATION

1. Kern County's Community Development Block Grant Agreement with the U.S. Department of Housing and Urban Development prohibits any member, officer, or employee of the County or its designees or agents, and any member of the governing body of the locality in which this project is situated, and any other public official of such locality or localities who exercises any functions or responsibilities with respect to the County's Community Development Program or this project during his tenure or for one year thereafter, from having any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, in work to be performed in connection with projects assisted with Community Development funds.

2. Contractor stipulates that no public official, as described in the preceding paragraph, has any interest, direct or indirect, in this contract or any subcontract, or the proceeds thereof, in work to be performed in connection with this project.

3. Contractor agrees to include or cause to be included the regulations in paragraphs 1. and 2. of this section in every subcontract in connection with this project.

Contractor/Subcontractor

Street Address

City, State, Zip

Signature

Title

CD Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

CDA 150

COMPLETE AND SUBMIT WITH BID

Buy American, Build America Act Certification
(2 CFR § 184)

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the “Buy America Preference (BAP)” and the specific requirements are codified in 2 CFR § 184.

Due to the use of Community Development Block Grant (CDBG) funds for this infrastructure project funded as part of or the FY 2023-2024 Action Plan (AAP), or subsequent to that AAP, the project is subject to BABA, unless there is an applicable waiver. Under BABA, the BAP that applies to CDBG infrastructure projects for the purchase of iron and steel for use in this infrastructure project. For this contract, bidders shall consider this preference when submitting their bids and ensure that sourcing of subject materials complies with this requirement, unless a general waiver is applicable to the project. Only the Director of Kern County Planning and Natural Resources, in compliance with HUD regulations, may determine if a HUD General Waiver of the BAP applies to the project. In the case that a waiver of the BAP is not general in nature but project specific, a waiver must be requested by the grant recipient aka County Planning and Natural Resources Department – Community Development Division.

- Simplified Acquisition Threshold (de minimis)
- o The project is below the simplified acquisition threshold as it does not exceed HUD funds in the amount of 250k and will not utilize other federal financial assistance from another agency.
- HUD may consider the following waivers if submitted by the grant recipient:
- o A waiver is in the public interest,
 - o The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or satisfactory quality, or
 - o The application of the domestic content preference would increase the cost of the overall project by more than 25 percent.

In addition to BAP preferences for domestic iron and steel, projects that include CDBG funds as part of the FY 2024-2025 AAP, or CDBG funds issued subsequent to that AAP, shall include Specifically Listed Construction Materials (non-ferrous metals; lumber; and plastic- and polymer- based composite building materials, pipe, and tube). Finally, projects that include CDBG funds as part of the FY 2025-2026 AAP, or CDBG funds issued subsequent to that AAP, shall include both BAP for domestic iron and steel, listed construction materials and all non-listed construction materials that may include all other plastic- and polymer-based products, glass, fiber optic cable, optical fiber, engineered wood, and drywall).

The contractor/subcontractor noted below hereby agrees to incorporate and include the BAP provision into all agreements, regardless of the applicability of the phased implementation date. The BAP must be included in all subawards, contracts, and purchase orders for the products supplied to complete the work under a CDBG award.

Type of work contracted: ☐ Construction ☐ Supplies ☐ Services (Check all applicable)

Contractor/Subcontractor Name

Signature

CD Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

NONSEGREGATED FACILITIES CERTIFICATE

The contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services in any location, under his control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of habit, local custom, or any other reason. The contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

CD Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

Contractor/Subcontractor

Street Address

City, State, Zip

Dated: _____

By: _____
(Signature)

Title: _____

PERFORMANCE ON PREVIOUS EQUAL EMPLOYMENT OPPORTUNITY SUBJECT
CONTRACTS/SUBCONTRACTS CERTIFICATION

The ☐ bidder) ☐ proposed subcontractor), hereby certifies that he ☐ has) ☐ has not), participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he ☐ has) ☐ has not), filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Contractor/Subcontractor

Dated: _____

By: _____
(Signature)

Title: _____

CD Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 C.F.R. 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulations.

Proposed prime contractors or subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

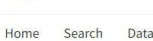
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Signature

Date



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[Notifications](#)
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All Words ▾

e.g. 1606N020Q02

🔍

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For more information on how to use our keyword search, visit our [help guide](#) 📖

Simple Search

Search Editor

☐ Any Words ⓘ

☒ All Words ⓘ

☐ Exact Phrase ⓘ

"county of kern"
✕

Federal Organizations

⌵
⋮

Status

☒ Active
 ☐ Inactive

[Reset ↻](#)

Showing 1 - 25 of 51 results

KERN COUNTY REGIONAL DIALYSIS CENTER, LLC ● Active Registration

Unique Entity ID TCWADUKNCML5	CAGE Code 9PY17	Physical Address 2661 OSWELL ST STE B, BAKERSFIELD, CA 93306 USA
----------------------------------	--------------------	--

Purpose of Registration
All Awards

Sort by

Date Modified/Updated ▾

Entity

Expiration Date
Sep 10, 2025

KERN, COUNTY OF ● Active Registration

Unique Entity ID NC6DGPVUMEA8	CAGE Code OG8V4	Physical Address 4175 MOUNT VERNON AVE, BAKERSFIELD, CA 93306 USA
----------------------------------	--------------------	---

Purpose of Registration
All Awards

Entity

Expiration Date
Sep 10, 2025

VALLEY CYCLE AND MOTORSPORTS, INC. ● Active Registration

Unique Entity ID WPVCYV1LMV5	CAGE Code 8DXN7	Physical Address 3917 BUCK OWENS BLVD, BAKERSFIELD, CA 93308 USA
---------------------------------	--------------------	--

Purpose of Registration
All Awards

Entity

Expiration Date
Aug 28, 2025

WASHAKIE COUNTY WYOMING ● Active Registration

Unique Entity ID UKEKHDR39KH7	CAGE Code 4KT96	Physical Address 1001 BIG HORN AVE STE 104, WORLAND, WY 82401 USA
----------------------------------	--------------------	---

Purpose of Registration
Federal Assistance Awards

Entity

Expiration Date
Aug 26, 2025

KERN COUNTY DIST ATTORNEY OFFICE ● Active Registration

Unique Entity ID HBJYNP2M1G56	CAGE Code 5SY21	Physical Address 1215 TRUKTUN AVE, BAKERSFIELD, CA 93301 USA
----------------------------------	--------------------	--

Purpose of Registration
All Awards

Entity

Expiration Date
Feb 18, 2025

KERN COUNTY HOSPITAL AUTHORITY ● Active Registration

Unique Entity ID RPUTNDX16CF7	CAGE Code 8ZW88	Physical Address 1700 MOUNT VERNON AVENUE, BAKERSFIELD, CA 93306 USA
----------------------------------	--------------------	---

Purpose of Registration
All Awards

Entity

Expiration Date
Aug 8, 2025

COURT APPOINTED SPECIAL ADVOCATES OF KERN COUNTY ● Active Registration

Unique Entity ID EYFHKBM18VH8	CAGE Code 5EGA3	Physical Address 1717 COLUMBUS ST, BAKERSFIELD, CA 93305 USA
----------------------------------	--------------------	--

Purpose of Registration
All Awards

Entity

Expiration Date
Aug 7, 2025

REGIONAL EMERGENCY DISPATCH AUTHORITY ● Active Registration

- Sample Main Page for a found entity.
- Choose Exclusions from the list below

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Core Data

Actions

Entity Registration

> Core Data

Business Information

Entity Types

Financial Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

KERN, COUNTY OF

Active Registration

Unique Entity ID

CAGE/NCAGE

NC6DGPUVMEA8

0G8V4

Expiration Date

Sep 10, 2025

Physical Address

4175 Mount Vernon AVE
Bakersfield, California
93306-1258, United States

Mailing Address

4175 Mount Vernon
Kern County Info Technology Svcs
Bakersfield, California
93306-1258, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As

Information Technology Services

Division Name

Kern County Its

Congressional District

California 22

URL

(blank)

Division Number

1160

State/Country of Incorporation

(blank), (blank)

Owner

CAGE

Legal Business Name

Immediate Owner

(blank)

(blank)

Highest Level Owner

(blank)

(blank)

Registration Dates

Activation Date

Sep 11, 2024

Submission Date

Sep 10, 2024

Initial Registration Date

Jun 21, 2001

Entity Dates

Entity Start Date

Aug 1, 1866

Fiscal Year End Close Date

Jun 30

Executive Compensation

Suspensions or Debarment will be listed here

- Whether one is found or none, click the three dots to download the file.
- Proof that the Exclusions were checked must be recorded.

Exclusions

Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

KERN, COUNTY OF

Active Registration

Unique Entity ID

NC6DGPUVMEA8

CAGE/NCAGE

0G8V4

Expiration Date

Sep 10, 2025

Physical Address

4175 Mount Vernon AVE
Bakersfield, California
93306-1258, United States

Mailing Address

4175 Mount Vernon
Kern County Info Technology Svcs
Bakersfield, California
93306-1258, United States

Purpose of Registration

All Awards

Version

Current Record

EXCLUSIONS

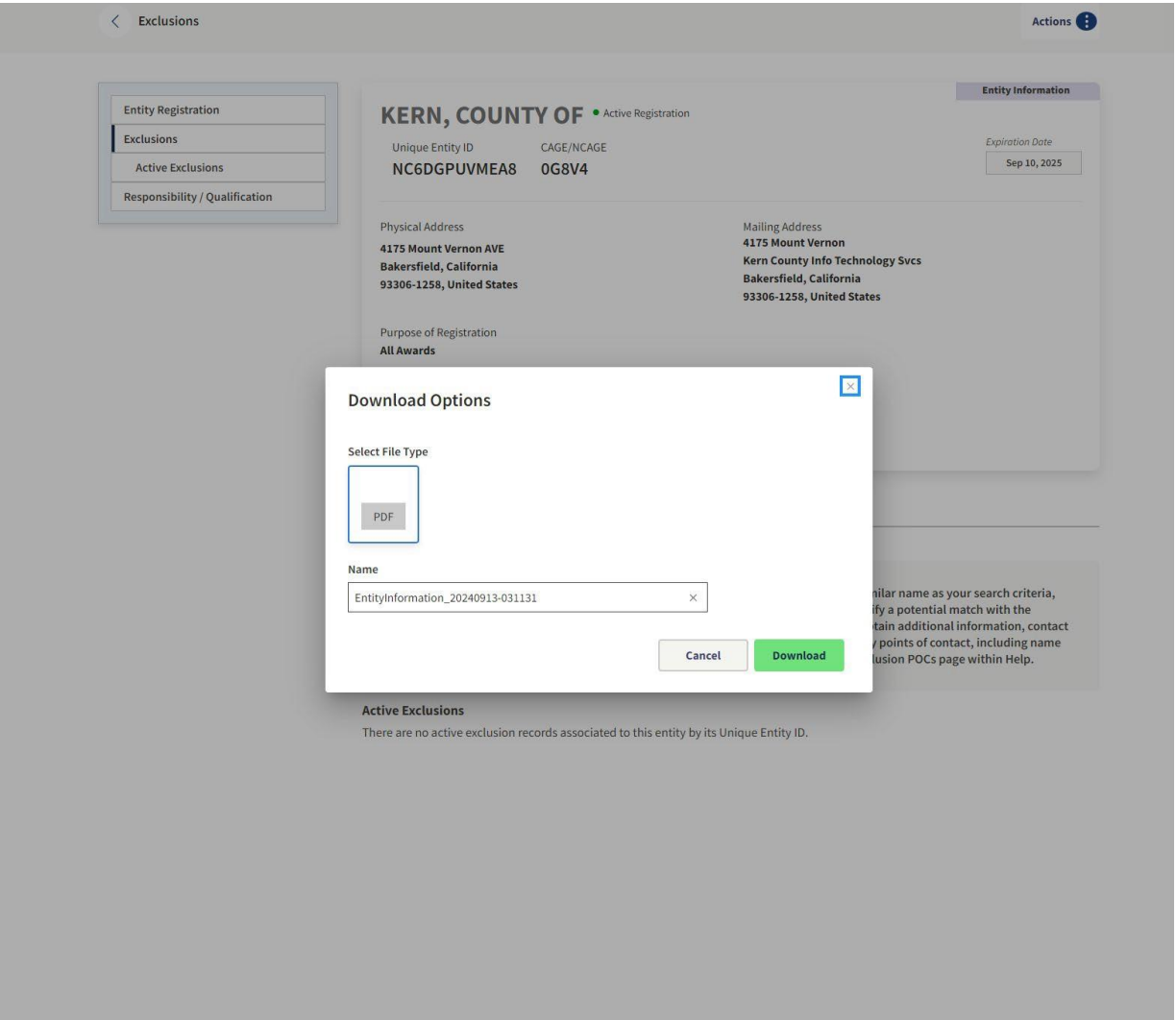
i

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

Download screen will look like the below and includes a timestamp on the file name.



If the vendor is **not** found, the screen will look like the below screen. This must be printed and timestamped to prove a search was completed.



Important Reqs and Certs Update

Jul 18, 2024

Show Details

Entity validation

Sep 10, 2024

Show Details



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Search

All Words

e.g. 1606N020Q02

Search Results

Saved Searches

Actions

Select Domain

All Domains

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

Any Words

All Words

Exact Phrase

e.g. 1606N020Q02

"maya cinemas"

Federal Organizations

Enter Code or Name

Status

Active

Inactive

Reset

No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

Yes

Go back

WITHHELD CONTRACT FUNDS CERTIFICATION

Public Contract Code Section 22300 requires the inclusion in invitations for public agency bids and in Public agency contracts a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract. Therefore, as a contractor on Project No. CDBG 18.22.1 & 18.23.1, City of Shafter Library and Learning Center, Chess Garden:

- ☐ I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section 22300.
- ☐ I do intend to exercise my option as specified in Public Contract Code Section 22300 and hereby agree to the following:
 1. I will establish an escrow agreement satisfactory to the County, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
 - a. The amount of securities to be deposited;
 - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
 - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
 - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;
 - e. The decrease in value of securities on deposit; and
 - f. The termination of the escrow agreement upon completion of the contract and acceptance by the County.
 2. I will obtain written consent of the surety to any such agreement; and
 3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractors complete and unreserved agreement) without prior written approval by the County of Kern with respect to the project hereinabove referenced.

Contractor

By (Signature)

Business Address

Title

Place of Residence

CD Project Name and Number: **City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1**

- PLEASE SUBMIT WITH BID -

PLAN FOR SMALL BUSINESS AND WOMAN BUSINESS ENTERPRISE UTILIZATION

CONTRACTOR/
CONSULTANT: _____

CONTRACT NAME: City of Shafter Library and Learning
Center, Chess Garden
CONTRACT NO.: CDBG 18.22.1 & 18.23.1

The following information must be included with each contract bid submission. Failure to submit this plan as required may make a bid nonresponsive. This plan must be accompanied by a completed "Small Business and Woman Business Enterprise Questionnaire" for each small business which is not currently certified and appearing in the County's SB Directory. List all firms and note which are SB and/or WBE.

Name of Firm	Cert. Y/N	Description of Work	Contract Item	SB	WBE	Dollar Amt. of Contract
-----------------	--------------	------------------------	------------------	----	-----	----------------------------

Total Sub Bid Amount \$ _____

(attach additional pages if necessary)

	Calculation	Goal Achieved	Goal Assigned	Person Completing This Plan
1. Small Business Total Sub Bid Amount	\$ _____ \$ _____	= _____ %	= 10 %	Name _____
2. Small Business (Woman Owned) Total Sub Bid Amount	\$ _____ \$ _____	= _____ %	= 4 %	Title _____
3. SB Total (1 + 2) Total Sub Bid Amount	\$ _____ \$ _____	= _____ %	= 14 %	Phone#: _____ Date: _____

COMPLETE AND SUBMIT WITH BID

SB-241

G:\Shafter City of- 3846\384625001-CDBG Bid Package\200 Technical\290 Specifications\Shafter Library\B. 09. SB-241 - Plan for Small Business and Woman Business Enterprise Utilization.doc

LIST OF NECESSARY AFFIRMATIVE STEPS TAKEN TO INVOLVE SMALL BUSINESSES (SBs)

CD Activity Number: CDBG 18.22.1 & 18.23.1 Contract Number: _____ Name of Project: City of Shafter Library and Learning Center, Chess Garden
 Name of Contractor/Consultant _____ Name of Person Completing This Report _____

a. Please list the SB firms you contacted for this project:

Name of Firm	Person Contacted	Date of Contact	How Contact Made (Mail/Phone/Fax/In Person)	Result of Contact: (Bid received/No Bid Received/Other)

b. Please list the responses, proposals, or bids you received from SBs and your response to each:

SB Firm Submitting Response/Bid/Proposal	Contractor's Response to Bid (Bid Accepted - Used in Project Bid OR Bid Rejected - Reason for Rejection)

c. Did your firm send out correspondence to groups and individual SBs about this project? (Check one)

☐ Yes (please attach copies of correspondence)

☐ No (please briefly indicate in the space below why not)

- d. Please indicate the name(s) of the small contractor associations, small business development centers or any other agency serving SBs that you contacted in order to make these firms aware of this project.

Name of Agency Contacted	Person Contacted	Date of Contact

- e. Please briefly describe the specific efforts your firm took to encourage subcontractors to use SBs on this project. (If no such efforts were made, please indicate "None," and explain why no efforts were made.)

Contractor/Consultant Signature

COMPLETE AND SUBMIT WITH BID

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Of Lobbying Activities", in accordance with its instructions, which is enclosed hereto as Exhibit "L".
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Contractor/Subcontractor

Signature

Title

CD Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

COMPLETE AND SUBMIT WITH BID

**County of Kern
Planning and Natural Resources
Department
Community Development Division**

SECTION 3 COMPLIANCE INSTRUCTIONS

Applicable to Projects Receiving
Community Development Block Grant
Funding of at Least \$200,000

*This information is provided to contractors and
subcontractors bidding on Section 3 applicable
projects.*

**Section 3:
Providing Economic Opportunities
for Low-Income and Very Low-
Income Persons**

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<i>Selection Priority</i>	How to Prioritize Preference for Section 3 Workers & Contractors	8
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SUMMARY OF ATTACHMENTS

<u>Form #</u>	<u>Content</u>	<u>Contractor To Submit?</u>
SEC3-100	Certificate of Commitment	Yes
SEC3-105	Section 3 Clause Certification	Yes
SEC3-110	Section 3 Intents to Hire	Yes
SEC3-120	Section 3 Resident/Worker Certification	Yes
SEC3-130	Section 3 Business Concern Certification	Yes
SEC3-140	Monthly Section 3 Report	Yes
Exhibit A	Sample Ad for Section 3 Workers	No
	Sample Ad for Section 3 Business Concerns	No
Exhibit B	Sample Ad for Sec 3 Workers and Business Concerns	No
Exhibit C	Resident/Section 3 Workers Family Income Limits	No
Exhibit D	Map of Service Area	No
Exhibit E	Section 3 Clause	No
Exhibit F	Section 3 Business Concern Directory	No

DEFINITIONS

These definitions are provided to help you understand Section 3 intent and procedures.

Contractor - this means either the prime contractor or a subcontractor, unless otherwise noted

Employment Opportunities - this means all jobs created by Section 3 covered projects

Metropolitan Area - this means the County of Kern

Section 3 Worker - Is a worker who currently fits, or when hired within the past five years fit, at least one of the following categories:

- (1) Is a low- or very low-Income worker that fell below HUD income limits for the previous or annualized calendar year. Low- and very-low-household income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>; or
- (2) The worker employed by a Section 3 business concern. (see Section 3 Business Concern)
- (3) The worker is a YouthBuild participant. (YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.)

A worker may qualify as a Section 3 worker through one of the following certifications, in accordance with 24 CFR 75.31:

1. A worker's self-certification that their income is below HUD's income limit from the prior calendar year.
2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing.
3. Certification from a public housing authority (PHA), or an owner or property manager of project-based Section 8-assisted housing, or an administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs.
4. An employer's certification that a worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
5. An employer's certification that the worker is employed by a Section 3 business concern.

Targeted Section 3 Worker – This is a worker who:

- (1) A worker employed by a Section 3 business concern (defined below), or
- (2) Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project (defined below).
 - b. A YouthBuild participant. (YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.)

The regulation defines the service area or the neighborhood of the project in 24 CFR 75.5 as “an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.”

For a worker to qualify as a Targeted Section 3 worker under housing and community development assisted Section 3 projects (pursuant to 24 CFR 75 Subpart C), source documentation must be maintained that the worker meets the definition of a Section 3 worker and at least one of the following (per 24 CFR 75.31(b)(2)(ii)):

1. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census,
2. An employer's certification that the worker is employed by a Section 3 business concern, or
3. A worker's self-certification that the worker is a YouthBuild participant.

Section 3 Business Concern - This means a business that meets at least one of the following criteria, documented within the last six-month period:

- (1) The business is at least 51% owned and controlled by low- or very low-income persons;
- (2) The business is at least 51% owned and controlled by residents who currently live in public housing or Section 8-assisted housing; or
- (3) Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers.

HUD's Section 3 Business Registry is a searchable online database of firms that have self-certified that they meet one of the regulatory definitions of a Section 3 business concern. Agencies that receive HUD funds, developers, contractors, and others can use this registry to facilitate the award of certain HUD-funded contracts. While the Department maintains the Business Registry database, it has not verified the information submitted by the businesses and does not endorse the services they provide. Accordingly, contractors selecting these firms must notify the County in order to verify that each business meets the definition of a Section 3 business concern before awarding contracts to any firm that has self-certified on this registry.

Section 3 Covered Contract - This means a contract or subcontract created by Section 3 covered funding, or for work arising because of the project. It doesn't include contracts for the purchase of supplies and materials, ***unless the contract includes the installation of the materials.***

Service Area - This refers to the geographical area in which persons benefiting from this Section 3 covered project live. The service area may extend to include an area within one mile of the defined project service area.

HOW TO APPLY SECTION 3: WHAT'S IT ALL ABOUT?

What is Section 3? Section 3 is a federal law managed by the U.S. Department of Housing and Urban Development (HUD). The purpose of Section 3 is to ensure that, to the greatest extent feasible, employment and other economic opportunities generated by HUD financial assistance for housing and community development programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. All subrecipients, developers, contractors and subcontractors on Section 3 projects must demonstrate good faith efforts to comply with Section 3 regulations found at 24 CFR Part 75 and County of Kern Section 3 policy and procedures.

Professional Service vendors defined in 24 CFR 75.5 as "non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services, are not required to report work hours. *However, the vendors may on a volunteer basis, report those Section 3 hours worked by qualified Section 3 workers in order to received credit for those Section 3 workers who perform services on the job. By structuring the requirements in this way, the regulation incentivizes grantees and contractors to hire Section 3 or Targeted Section 3 workers for professional services jobs without creating undue burden if qualified Section 3 workers are not available to fill these roles.*

Funding Thresholds The regulation establishes a funding applicability threshold of \$200,000 for housing rehabilitation, housing construction and other public construction (i.e., public facilities and improvements) projects assisted with housing and community development financial assistance.

Section 3 requirements apply to the entire project, not just the HUD-financed portion. If a Section 3 covered project receives assistance of more than \$200,000 of HUD funding, then Section 3 applies to all employment and training opportunities and contracts for work arising in connection with the project including non-HUD

financed efforts.

Under Part 24 CFR Part 75, Section 3 focus is on Sustainable employment for low and very low-income people. Under new rules for 24 CFR Part 75, the rules are intended to recognize the greater value of a permanent job, rather than require temporary employment, by focusing on labor hours instead of new hires creating an incentive for employers to invest in and retain their newly hired low-income workers.

Section 3 vs. MBE/WBE

Don't confuse Section 3 regulations with the Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) requirements. Section 3 is intended to provide economic opportunities for low and very low-income persons. Under MBE/WBE, preference is given to women and minorities owned businesses no matter what they may earn.

NUMERICAL GOALS OF SECTION 3

You can comply with the Section 3 by meeting the following minimum (meaning you can't do less) goals:

In accordance with 24 CFR 75.25(a), the following labor hours must be reported (including total hours worked by all contractors and subcontractors) for Section 3 projects:

1. *The total number of labor hours worked by all workers,*
2. *The total number of labor hours worked by Section 3 Workers, and*
3. *The total number of labor hours worked by Targeted Section 3 Workers.*

If the project does not require time and attendance reporting, grantees may report to HUD using a good faith assessment. Grantees can report their own labor hours or that of a subrecipient, contractor or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee, informed by the employer's existing salary or time and attendance-based payroll systems.

1. *All Labor hours must be tracked and at a minimum meet Section 3 Labor Hours/Total Labor Hours = 25% for Section 3 Workers;*
2. *Additionally, at least 5% of the total hours worked on the job must be performed by Targeted Section 3 Workers*

*If you meet **both** these minimum goals, we will consider you to be in compliance **unless** evidence to the contrary is brought to our attention.*

The Planning and Natural Resources Department – Community Development Division will monitor for compliance with Section 3 regulations. Any contractor that has **not** met these goals must supply evidence as to why it was not possible to meet the goals and demonstrate Qualitative Efforts (See Compliance Methods Section) made to meet the goals. Your explanation must include information about what you did to try to meet these goals, as well as any problems you encountered.

STEPS TO COMPLIANCE FOR ALL CONTRACTORS

What to Do to Get Your Bid Ready:

1. **Complete form SEC3-100 and SEC3-105.** This is your promise to comply with Section 3 requirements.
2. Allow 4 weeks to advertise for workers to meet Section 3 benchmarks. A sample ad is attached. If thresholds are not met after advertising skip to (B) below.
 - A. Will **25%** of the hours worked be performed by Section 3 Workers? **All Section 3 employees working on the project must complete form SEC3-120.** Will **5%** of the hours worked be performed by Targeted Section 3 workers? In addition, **all Targeted Section 3 Workers must complete form Sec 3-120b.**

If labor benchmarks have been met skip to #3 below. If not, follow the compliance methods listed on page 8 in order to find qualified Section 3 workers and/or targeted workers so that benchmarks for work to be performed can be met. Use the Selection Priority criteria on page 6 to guide your selection. Be sure to completely document what you do to meet this goal. **Complete side 2 of form SEC3-110 as part of this documentation.**

- B. If not, your bid should include written documentation that shows your efforts to comply, including copies of ads placed, records of phone calls, faxes, etc.
3. **SUBCONTRACTING** – Does your project include Section 3 Business Concerns? If yes, ***complete the FOR SUBCONTRACTORS portion of form SEC3-110 and a form SEC3-130 for each Section 3 Business Concern as part of this documentation.***
- NOTE: Exhibit E must be included in all contracts and subcontracts.** Use the Selection Priority criteria on p. 7 to guide your selection.
- A. Were you able to meet the Section 3 benchmarks? If yes, skip to #4 below. If not, your bid should include detailed written documentation which shows your efforts to comply, including copies of ads placed, records of phone calls, faxes sent, etc.
4. Be sure that all appropriate documentation is included with your bid, including forms SEC3-100, SEC3-105, SEC3-110, as well as forms SEC3-120 and SEC3-130, if applicable. Submit your bid package by the required date.

If You Are Awarded the Contract (Prime Contractor Only):

After an award is made and following the commencement of construction a Form SEC3-140 must be completed and submitted to the Planning and Community Development Dept. on a monthly basis by the Prime Contractor for the employees of the Prime and all Subcontractors until the project is complete. This information is necessary for annual reporting requirements for the federal government. Submission of all required SEC3-140 monthly forms is required before any final retention is paid.

*** A Note About Advertising**

Sample advertisements are attached for those contractors looking for either new hires or subcontractors, as well as for those seeking both. The County requires advertising once weekly for four consecutive weeks in publications of general circulation. Subcontractors may utilize data and advertising responses gathered by their prime contractor, but only if it makes sense to use it for the type of work they have subcontracted to do.

SELECTION PRIORITY

Selection Priority for Section 3 Workers

If you have more qualified Section 3 applicants than you need to fill a position, this is how you set up a priority:

- (1) Section 3 Workers who live in the service area or neighborhood in which the project is located (see Exhibit D for map showing the service area or neighborhood for this Section 3 covered project) or are YouthBuild participants should receive first priority in hiring;
- (2) people who receive government assistance for housing, including certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the project is located.

NOTE: Use form SEC3-120 to get certification from Section 3 Residents who are asking for special hiring treatment. You may ask for other evidence of eligibility (for example, a receipt of public assistance) if you have any reason to question the certification you are given. **Nothing in Section 3 is meant to imply that you must hire a Section 3 Worker or Targeted Worker who does not meet the qualifications of the job.**

Subcontractor Selection Priority for Section 3 Firms

As to contracting, the regulations states the following:

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for contracting opportunities described in or work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located should be given to:
 - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. YouthBuild programs.

The order of priority contractors should follow when hiring Section 3 firms is as follows:

- (1) Section 3 firms that provide jobs for Section 3 Workers in the service area or neighborhood in which the Section 3 covered project is located, and
- (2) other Section 3 firms

No matter what firm(s) you hire to do the work that firm must be qualified and able to do the work successfully.

NOTE: Form SEC3-130 will be used by contractors to get certification from Section 3 firms seeking the preference in contract awards. You may request other evidence of eligibility if you have any reason to question the certification you are given.

Labor Union Relationships and Section 3

Some contracting firms choose to enter into business agreements with labor unions. These agreements may sometimes appear to be inconsistent with Section 3 requirements. However, it is important to note that labor union agreements do not take precedence over laws established by the federal government of the United States. **In other words, it would not be correct for labor unions to suggest that their signatories not comply with federal regulations when such regulations are incompatible with the terms of the union-signatory agreement.**

COMPLIANCE METHODS

The following is a list of things you must do, to the greatest extent feasible, to comply with Section 3 requirements for both hiring employees and choosing businesses with which to contract:

Qualitative Efforts - Offering Training and Employment Opportunities to Section 3 Workers

- (1) Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
- (2) Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- (3) Direct, on-the job training (including apprenticeships).
- (4) Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- (5) Technical training such as arranging for, contracting for, or paying tuition for, off-site training.
- (6) Outreach efforts to identify and secure bids from Section 3 business concerns.
- (7) Technical assistance to help Section 3 business concerns understand and bid on contracts.
- (8) Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (9) Provided or connected residents with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- (10) Held one or more job fairs targeting Section 3 workers.
- (11) Provided or connected residents with supportive services that can provide direct services or referrals.
- (12) Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- (13) Assisted residents with finding childcare.
- (14) Assisted residents to apply for/or attend community college or a four-year educational institution.
- (15) Assisted residents to apply for or attend vocational/technical training.
- (16) Assisted residents to obtain financial literacy training and/or coaching.
- (17) Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (18) Provided or connected residents with training on computer use or online technologies.
- (19) Other. Specify: _____

Other efforts may include but are not necessarily limited to:

Consulting with State and local agencies administering training programs - Programs funded through YouthBuild, Employers Training Resource (ETR), County of Kern Department of Human Services, Job Corps, Employment Development Department (EDD) of the State of California, Department of Rehabilitation, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Workers for a contractor's or subcontractor's training and employment positions.

Applicant Outreach –

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers, including posting job openings at the job site, HUD Opportunity Portal, social media pages, and other platforms.
- Clearly indicate Section 3 eligibility on all job postings, notifications, and advertisements with the following statement: *"This is a Section 3 eligible job opportunity. We encourage applications from individuals that are low-income, live in public housing, and/or receive a Section 8 voucher."*
- Include the Section 3 Worker Self-Certification form in all job postings.

Business Concern Outreach –

- Engage in outreach efforts to identify and secure bids from Section 3 businesses by advertising notices of contracting opportunities and related information on the HUD Opportunity Portal and local community papers.
- Provide written notice to all known Section 3 business concerns, with sufficient time for interested businesses to respond to bid invitations.
- Send notice of contracting opportunities to local community development organizations, business development organizations, or minority contracting associations.
- State clearly in all notices that the contracting opportunity is Section 3 eligible, and include a copy of the Section 3 Business Concern Certification form.

Competition Assistance – Provide technical assistance to help Section 3 business concerns understand and bid on contracts.

Business Registries – Promote use of the HUD Opportunity Portal or other business registries designed to create opportunities for disadvantaged and small businesses.

Advertising the jobs to be filled through the local media (sample ads are attached). Allow 4 weeks advertising time.

Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably a Section 3 Business Concern) that will make efforts to match eligible and qualified Section 3 workers with the training and employment positions that the contractor intends to fill.

Advertising by distributing flyers (which identify the positions to be filled, the qualifications required, and where to get more information about applying) to assisted housing developments where Section 3 Workers may live.

Entering into "first source" hiring agreements with organizations representing Section 3 Workers.

Contacting resident council, resident management corporations, or other resident organizations, where they exist, in the assisted housing developments where Section 3 workers live to request the help of those organizations in notifying residents of the training and jobs to be filled.

Sponsoring a job informational meeting to be conducted at a location in the housing developments where Section 3 workers live or in the neighborhood or service area of the Section 3 covered project.

Arranging help in conducting job interviews and completing job applications for residents of the housing developments where Section 3 workers live, and in the neighborhood or service area in which a Section 3 project is located.

Arranging for a location in the housing developments where Section 3 workers live, or the neighborhood or service area of the project, where job applications may be delivered and collected or where job interviews can be conducted.

Where there are more qualified Section 3 workers than there are positions to be filled, maintaining a file of eligible qualified Section 3 worker for future employment positions.

Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 workers previously hired for employment opportunities

Efforts to Award Contracts to Section 3 Business Concerns

- (1) In determining the responsibility of potential subcontractors, consider their record of Section 3 compliance as evidenced by **past actions** and their **current plans** for the pending subcontract.
- (2) Contacting business assistance and community organizations, and minority contractor associations to inform them of contracting opportunities and request their help in identifying Section 3 businesses that may solicit bids or proposals for contracts for work.
- (3) Providing written notice to all known Section 3 firms of the contracting opportunities. This notice should be in enough time to allow these firms to respond to the bid invitations or request for proposals.
- (4) Following up with Section 3 firms that have expressed interest in the contracting opportunities by contacting them to provide additional information.
- (5) Coordinating pre-bid meetings at which Section 3 firms can be informed of upcoming contracting and subcontracting opportunities.
- (6) Advising Section 3 firms about where they may get help with overcoming limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (7) Arranging solicitations, times for presentations of subcontract bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Businesses.
- (8) Where appropriate, breaking out subcontract work items into economically feasible units to facilitate participation by Section 3 Businesses.
- (9) Advertising subcontracting opportunities through trade association papers and newsletters, and through other local media, such as newspapers of general circulation (allow 4 weeks for advertising).
- (10) Developing a list of eligible Section 3 Businesses.

Providing Other Economic Opportunities

Contractors and subcontractors are encouraged to undertake efforts to provide to low income persons economic opportunities other than training, employment, and contract awards in connection with Section 3 covered assistance.

For Increasing Participation of Section 3 Workers: This includes, but need not be limited to, use of trainee positions to fill vacancies and hiring qualified Section 3 Workers in part-time positions that may lead to long-term employment opportunities.

For Subcontracting: Such opportunities include, but are not limited to, the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, and purchase of supplies and materials from Housing Authority resident-owned businesses.

IMPLEMENTATION MEASURES TO AVOID COMPLIANCE RELATED ISSUES

It is the responsibility of the Prime Contractor to ensure that the work hours performed under a covered contract are properly documented. When any new workers are hired on the job, the worker must complete the required Sec 3-120 form documentation as soon as possible, as this information could be difficult to obtain after the fact. For any workers that self-certify as being Section-3 workers, any work hours performed by those employees should be documented as Section-3 hours by both the Prime and any Subcontractors performing work on the site. For any existing workers on Section-3 covered contracts, including those under subcontractors, related documentation, including the Section 3-120 forms, must be completed as part of the bid process. If a Section 3-120 form has not yet been completed for any qualified existing employees, that information should be completed and submitted as part of the bid award process. After any award, where the qualification status of any existing worker had not previously been determined, the Section 3-120 form should be completed as soon as possible and any documentation revised including but not limited to related monthly reporting on Sec 3-140 forms for the covered work periods.

Exhibit A

NOTICE TO POTENTIAL SECTION 3 WORKERS AND TARGETED SECTION 3 WORKERS

The _____ is seeking qualified workers who qualify as Section 3 Workers in connection with the HUD-funded **City of Shafter Library and Learning Center, Chess Garden (CDBG 18.22.1 & 18.23.1)** project to be located in the County of Kern.

Interested persons may request an application from _____

The general contractor is seeking qualified individuals in compliance with Section 3 of the HUD Act of 1968. Section 3 objectives are to ensure that employment and other economic opportunities generated by this project, shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to Section 3 Workers.

A Section 3 Worker is:

- (1) Is a low- or very low-income worker that fell below HUD income limits for the previous or annualized calendar year. Low- and very-low-household income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>; or
- (2) The worker employed by a Section 3 business concern. (see Section 3 Business Concern)
- (3) The worker is a YouthBuild participant. (YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.)

Targeted Section 3 Worker – This is a worker who:

- (1) A worker employed by a Section 3 business concern (defined below), or
- (2) Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project (defined below).
 - b. A YouthBuild participant. (YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.)

Hiring is anticipated for the following trades:

NOTICE TO SUBCONTRACTORS & MATERIAL SUPPLIERS

The _____ is actively soliciting bids from prospective subcontractors or materials suppliers whose businesses that qualify as Section 3 Business Concerns. Bids from prospective subcontractors or material suppliers are sought in connection with the _____ project to be located in the County of Kern and funded by HUD.

Interested Section 3 Business Concerns may leave their firm's names and addresses with

_____ until _____ (Date) _____ (Time).

A Section 3 Business Concern is a business:

- (1) that is 51% or more owned and controlled by low- or very low-income persons; or
- (2) The business is at least 51% owned and controlled by residents who currently live in public housing or Section 8-assisted housing; or
- (3) Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers.

Subcontracts may be let for the following categories of work on this project:

Exhibit B

NOTICE TO SUBCONTRACTORS, MATERIAL SUPPLIERS AND WORKERS

The _____ is actively soliciting bids from prospective subcontractors or materials suppliers whose businesses qualify as Section 3 Business Concerns, as well as individuals who qualify as Section 3 Workers or Section 3 Targeted Workers in connection with the **City of Shafter Library and Learning Center, Chess Garden (CDBG 18.22.1 & 18.23.1)** project to be located in the County of Kern and funded by the HUD.

Qualified individuals and firms may contact _____ until _____ (Date)
_____ (Time).

A Section 3 Business Concern is a business:

- (1) that is 51% or more owned and controlled by low- or very low-income persons; or
- (2) The business is at least 51% owned and controlled by residents who currently live in public housing or Section 8-assisted housing; or
- (3) Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers.

A Section 3 Worker is:

- (1) Is a low- or very low-Income worker that fell below HUD income limits for the previous or annualized calendar year. Low- and very-low-household income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html> or through the County of Kern Planning and Natural Resource Department Community Development Division; or
- (2) The worker employed by a Section 3 business concern. (see Section 3 Business Concern).
- (3) The worker is a YouthBuild participant. (YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.)

A Section 3 Targeted Worker is:

- (1) A worker employed by a Section 3 business concern (defined below), or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project (defined below).
 - b. A YouthBuild participant.

Hiring is anticipated for the following trades:

Subcontracts may be let for the following categories of work on this project.

Exhibit C***SECTION 3 WORKER/RESIDENT FAMILY INCOME LIMITS*****Bakersfield and Kern County
Metropolitan Statistical Area**

FY 2025

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low Income	\$ 52,600	\$60,100	\$67,600	\$75,100	\$81,150	\$87,150	\$93,150	\$99,150
Very Low Income	\$ 32,900	\$37,600	\$42,300	\$46,950	\$50,750	\$54,500	\$58,250	\$62,000

Exhibit D

County of Kern Planning and Natural Resources Department

Project Name and Number: **City of Shafter Library and Learning Center, Chess Garden**
CDBG 18.22.1 & 18.23.1

Service Area or Neighborhood Designation for Project:

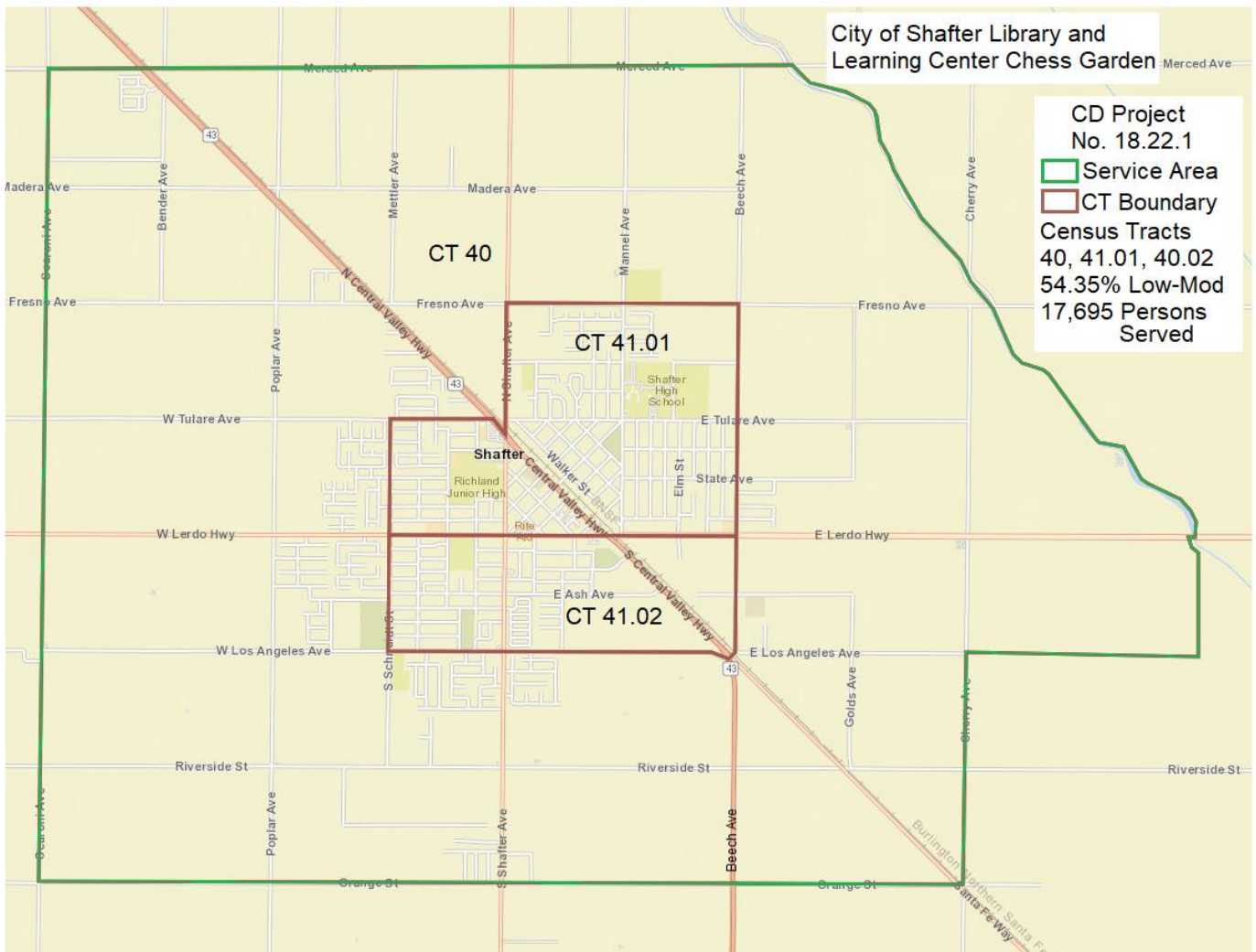


Exhibit E

Section 3 Clause Certification for Contractors and Subcontractors Section 3 Workers and Section 3 Business Concerns

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

CERTIFICATION OF COMMITMENT FOR CONTRACTORS & SUBCONTRACTORS
(Where HUD funding is \$200,000 or more)
County of Kern
Planning and Natural Resources Department

Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

This certification is freely given by the undersigned as a demonstration of compliance with the requirement that a commitment be made by contractors and their subcontractors on federally assisted HUD Community Development projects to which Section 3 of the Housing and Urban Development Act of 1968 applies to ensure that employment and other economic opportunities generated by or on this project shall, to the greatest extent feasible and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons.

The specific commitment engendered by this certification is that (to the greatest extent feasible) the undersigned will make efforts to achieve HUD benchmarks for compliance. Current HUD benchmarks include:

1. Providing that twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are done by Section 3 Workers (the definition of Section 3 workers can be found in the Section 3 plan included in the project specifications), and;
2. Providing that five (5) percent or more the total number of labor hours worked by all workers on a Section 3 project are done by Targeted Section 3 workers.

In furtherance of these objectives, the contractor and subcontractors shall (to the greatest extent feasible) seek to award contracting opportunities to Section 3 Business Concerns for building trades work arising in connection with housing rehabilitation, housing construction and other public construction. In order to create a contracting priority for businesses that provide economic opportunities for low- and very low-income workers, the regulation considers labor hours worked by Section 3 business concern employees *to count towards benchmarks for both Section 3 workers and Targeted Section 3 workers*.

If current HUD benchmarks have not been met, the contractor and subcontractors agree to provide evidence, to the satisfaction of the County of Kern Planning and Natural Resource Department that qualitative efforts were made to reach these benchmarks. A list of qualifying qualitative efforts to demonstrate compliance with Section 3 can be found in the County of Kern Section 3 Plan included in the project specifications. This includes the prime contractor providing monthly Section 3 reports to County in order to evaluate Compliance during implementation of the project.

It is understood that the undersigned gives this certification as an inducement for acknowledgment that the undersigned will comply with Section 3 and is therefore responsive in this regard to the project bid specification of which this Attachment is made part. Noncompliance with Section 3 regulations may result in sanctions, termination for default of the contract that this certification is made part, debarment or suspension from future HUD assisted contracts and initiation of action under federal or state laws concerning false statements.

The undersigned swears that the foregoing statements are true and correct. Further, the undersigned agrees to provide current, complete and accurate information regarding actual employment and/or training provided to Section 3 Residents and contract or subcontract awards made to Section 3 Business Concerns and to permit the audit and examination of books, records, and files of the undersigned regarding such Residents and Concerns.

Date

Contractor/Subcontractor

Signature

Title

Company Name

COMPLETE AND SUBMIT WITH BID

SECTION 3 CLAUSE CERTIFICATION FOR CONTRACTORS AND SUBCONTRACTORS

(Where HUD funding is \$200,000 or more)

County of Kern

Planning and Natural Resources Department

Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

The undersigned swears that the foregoing statements are true and correct. Further, the undersigned agrees to provide current, complete and accurate information regarding actual employment and/or training provided to Section 3 Residents and contract or subcontract awards made to Section 3 Business Concerns and to permit the audit and examination of books, records, and files of the undersigned regarding such Residents and Concerns.

Date

Contractor/Subcontractor

Signature

Title

Company Name

COMPLETE AND SUBMIT WITH BID

SECTION 3 HOURS AND QUALITATIVE EFFORTS
(Where HUD funding is \$200,000 or more)
County of Kern
Planning and Natural Resources Department

Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

The intent of Section 3 is to both to prioritize their efforts to direct employment and economic opportunities to specific groups of low- and very low-income individuals. In order to demonstrate compliance with Section 3 requirements, HUD has established Safe Harbor Benchmarks for hours to be worked by Section 3 Workers or Business Concerns. Current HUD benchmarks include that:

- 25% of the total hours performed on the job be performed by Section 3 Workers
- 5% of the total hours performed on the job be performed by Targeted Section 3 Workers

If the project meets both benchmarks, HUD considers the project to be in full compliance with Section 3. However, Section 3 Workers, Targeted Workers and/or Business concerns must be identified in order to confirm the necessary benchmarks have been met. In order to create a contracting priority for businesses that provide economic opportunities for low- and very low-income workers, the regulation considers labor hours worked by Section 3 business concern employees *to count towards benchmarks for both Section 3 workers and Targeted Section 3 workers*.

A Section 3 business concern is defined as a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons,
2. More than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or
3. At least 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

In order to quantify the hours performed on the job by Section 3 Workers and Business Concerns in relation to the total number of hours performed, those entities time on the job will need to be tracked. In order to accomplish this, use the monthly Section 3-140 form attached to these specifications. This report is required to be completed monthly for all Prime and Subcontractors working on Section 3 projects. After work is completed, subject to payroll monitoring, any periods of non-performance should be documented accordingly for each contractor and subcontractor.

If safe benchmark goals are not met, additional documentation is required – See Item 3 – Qualitative Efforts (below). *Additional documentation is required to adequately detail actions the contractor has taken and impediments encountered while attempting to reach the goals. In order to be considered responsive, a bid must identify benchmarks that will be met by the number of hours being performed and/or indicate with their bid which qualitative efforts have been undertaken in order to demonstrate compliance with Section 3 requirements.*

FOR PRIME AND SUBCONTRACTORS - List total hours for Prime and all tiers of subcontractors and indicate if the business is a Section 3 Business Concerns. In order to determine compliance; each subcontractor shall include separate forms for all subcontracts In order to determine compliance.

Name of Firm *	Is business a Sec. 3 Business Concern? Yes/No	Estimate the Percent of total construction hours performed/total project hours at 100%	\$ Amt. Of All Subcontracts Awarded
		%	\$
		%	\$
		%	\$
		%	\$
		%	\$
		%	\$
		%	\$
Attach additional sheets if necessary.		Total: (= 100% of Total Job)	\$

* NOTE: Provide a form SEC3-130, Section 3 Business Concern Certification, for each firm listed above as a Section 3 Business Concern.

2. FOR SECTION 3 WORKERS - List all Sec 3 employees for your firm, if any, and for all subcontracts:

Name of Section 3 Worker**	Social Security Number	Targeted Section 3 Worker? Yes/No
Attach additional sheets if necessary.		Total of All Targeted Section Workers:

**NOTE: Form SEC3-120, Section 3 Worker Certification, must be attached for each Section 3 Worker for that employee to be counted as a Section 3 Worker.

3. Qualitative Efforts - If the Section 3 minimum numerical target goals are not achieved for meeting the Safe Harbor Benchmark, use this form to document the qualitative efforts made to contact any persons and/or businesses while attempting to reach the goals. Please check and attach copies of appropriate correspondence, media advertisements, etc. for every action taken. This documentation will be used to determine good faith compliance with the intent of the Section 3 regulations.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- ☐ Direct, on-the job training (including apprenticeships).
- ☐ Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- ☐ Technical training such as arranging for, contracting for, or paying tuition for, off-site training.
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts.
- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Provided or connected residents with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- ☐ Held one or more job fairs.
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals.
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- ☐ Assisted residents with finding childcare.
- ☐ Assisted residents to apply for/or attend community college or a four-year educational institution.
- ☐ Assisted residents to apply for or attend vocational/technical training.
- ☐ Assisted residents to obtain financial literacy training and/or coaching.
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Provided or connected residents with training on computer use or online technologies.
- ☐ Other. Specify: _____

- PLEASE SUBMIT WITH BID -

Section 3 Resident/Worker Certification Program Form

Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

Regulations under 24 CFR Part 75 require that actual worker hours be reported proportion be measured against employment performed by low-income/very low-income workers. In accordance with regulations, the County of Kern will count Section 3 workers labor hours for five years at the time of the workers' hire, or when the workers are first certified as meeting the Section 3 worker definition.

The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers hired prior to November 30, 2020 may be certified for a five-year period beginning with the date of November 30, 2020. Pursuant to 24 CFR 75.5, a prior arrest or conviction cannot negatively affect the status of a Section 3 worker. Furthermore, Section 3 workers are not exempt from meeting position qualification requirements nor do the regulations require the employment of an individual meeting the definition of a Section 3 worker.

In accordance with federal regulations at 24 CFR 75.31, a worker may qualify as a Section 3 worker through one of the following certifications. In order to qualify workers as Section 3 workers, please have all qualified employees performing work on the project complete the following form. For income-based certification, use the income amounts shown on the following page to determine eligibility based on income and the size of household:

- ☐ I certify that my annual income is below HUD's income limit from the prior calendar year.
- ☐ I certify that I am a resident in public housing or a Section 8-assisted resident.
- ☐ The public housing authority (PHA), certifies that the resident/worker is a participant in their program.
- ☐ The owner or property manager of project-based Section 8-assisted housing, or an administrator of tenant based Section 8-assisted housing certifies that the resident/worker is a participant in one of their programs.
- ☐ The employer certifies that a worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
- ☐ The employer certifies that the worker is employed by a Section 3 business concern.

Fiscal Year 2025-2026 Income Amounts based on Household Size

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low Income	\$ 52,600	\$60,100	\$67,600	\$75,100	\$81,150	\$87,150	\$93,150	\$99,150
Very Low Income	\$ 32,900	\$37,600	\$42,300	\$46,950	\$50,750	\$54,500	\$58,250	\$62,000

(Annual revisions to the data set above are issued around April of each year@ [Income Limits | HUD USER](#)). If clarification of income qualification is needed, please contact County of Kern Planning and Natural Resources Department – Community Development Division

The following person certifies the above information is true and correct to the best of their knowledge:

Signature

Printed Name of Signatory

Name of Employer or Agency Certifying, as applicable

Date Signed

SECTION 3 BUSINESS CONCERN CERTIFICATION

County of Kern
Planning and Natural Resources Department

Project Name and Number: City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1

The undersigned acknowledges by this certification its understanding that the aforementioned project is subject to the County of Kern's Section 3 Action Plan which warrants that work generated by certain United States Department of Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to business concerns which provide economic opportunities to low- and very low-income persons.

It is hereby certified that the firm named hereinbelow is a Section 3 Business Concern by virtue of the statements made by selecting any of the following as applicable to itself:

☐

1. At least 51 percent owned and controlled by low- or very low-income persons; or,

☐

2. More than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers; or,

☐

3. At least 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

The undersigned swears that the foregoing statements are true and correct and understands that false statements may initiate action under Federal or State laws concerning false statements.

Name of Firm: _____ Contact Name: _____

Business Address: _____

Authorized Signature: _____ Title: _____

Phone: _____ Cell: _____ Date: _____

Type(s) of Trade(s): _____

License(s) Held, Exp. Date(s): _____

-COMPLETE AND SUBMIT WITH BID IF APPLICABLE -

MONTHLY SECTION 3 REPORT

County of Kern
Planning and Natural Resources Department

Instructions for Completion

Project Name and Number: **City of Shafter Library and Learning Center, Chess Garden
CDBG 18.22.1 & 18.23.1**

Prime Contractor Report Must Include Total Work Hours Performed by Subcontractors and the Report shall be Cumulative for Fiscal Year (July - June) to Date Information

Part I : Employment and Training Opportunities

Column A: Contains various job categories as listed. Professional Services* are defined as non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services. For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

** Firms should not include the labor hours worked for professional services jobs in the total labor hours worked on the project and HUD did not consider such jobs when developing the benchmarks. However, if employees in professional services roles meet the definition of a Section 3 worker or Targeted Section 3 worker, firms may report their labor hours in the applicable worker hour category. By structuring the requirements in this way, the regulation incentivizes contractors to hire Section 3 or Targeted Section 3 workers for professional services jobs without creating undue burden if qualified Section 3 workers are not available to fill these roles.*

Column B: Enter the number of hours for each category of workers identified in **Column A** in connection with this project. Total Work hours refers to the number of paid hours worked by all persons on a Section 3 project.

Column C: Enter the number of Section 3 worker hours for each category of workers identified in **Column A** in connection with this project. Section 3 worker hours refers to the number of hours a qualified Section 3 worker and/or Targeted Section 3 Worker, or Section 3 Business Concern performs work on the Section 3 job.

Column D: Enter the number of staff hours worked by Target Section 3 Worker Hours. Targeted Section 3 worker hours refers to the time qualified Targeted Section 3 Workers perform work on the Section 3 job. A Targeted Section 3 worker is 1. A worker employed by a Section 3 business concern, or; 2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: a. A resident of public housing or Section 8-assisted housing. b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance. c. A YouthBuild participant.

Column E: Enter the number of hours worked by Section 3 Business Concerns on the Section 3 job. A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period: 1. At least 51 percent owned and controlled by low- or very low-income persons, 2. More than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or 3. At least 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

Column F: Enter the number of staff hours worked by both existing and newly hired Section 3 employees and trainees connected with this project. Include staff hours for part-time and full-time positions.

SEE MONTHLY REPORT NEXT PAGE

EMPLOYMENT & TRAINING OPPORTUNITIES

Prime Contractor Report Must Include Calculation of Total Hours for each Subcontractor on the Job on Final Sheet and Separate Individual Forms for Each Subcontractor

Project Name and Number: **City of Shafter Library and Learning Center, Chess Garden, CDBG 18.22.1 & 18.23.1**

1. Contractor Name & Address : (Street, City, State, Zip)	2. License Number:	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone: (Include Area Code)
	6. Reporting Period:	7. Date Report Submitted:

Part I: Employment and Training

A Job Category	B Total Number of Work Hours	C Staff Hours Worked by Sec. 3 Workers	D Staff Hours Worked by Targeted Sec. 3 Workers	E Staff Hours Worked by Sec. 3 Business Concerns	F Staff Hours Worked by all Sec. 3 Employees & Trainees
Professional Services					
Technicians					
Office/Clerical					
Officials and Managers					
Sales					
Construction by Trade (List)					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List)					
Total					

SUBMIT MONTHLY

Part II : Contracts Awarded - Cumulative To Date Reporting Required

1. Construction Contracts:

- A. Total work hours and dollar amounts required for all contracts on project
of hours _____ \$ amounts _____
- B. Total dollar amount of contracts awarded to Section 3 Businesses
of hours _____ \$ amounts _____

2. Non-Construction Contracts:

- A. Total work hours and dollar amount of all non-construction contracts on project
of hours _____ \$ amounts _____
- B. Total dollar amount of all non-construction contracts awarded to Section 3
Businesses
of hours _____ \$ amounts _____

Part III : Summary - Cumulative Qualitative Efforts To Date Reporting Required

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, Section 3 workers and Business Concerns. (Check all that apply)

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- ☐ Direct, on-the job training (including apprenticeships).
- ☐ Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- ☐ Technical training such as arranging for, contracting for, or paying tuition for, off-site training.
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts.
- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Provided or connected residents with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- ☐ Held one or more job fairs.
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals.
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- ☐ Assisted residents with finding childcare.
- ☐ Assisted residents to apply for/or attend community college or a four-year educational institution.
- ☐ Assisted residents to apply for or attend vocational/technical training.
- ☐ Assisted residents to obtain financial literacy training and/or coaching.
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Provided or connected residents with training on computer use or online technologies.
- ☐ Other. describe below or on additional attached pages if required. Specify:

SUBMIT MONTHLY

Section 3 Business Concern

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Concrete							
Cali Concrete Corporation	117 Mugsy Ave	Bakersfield	CA	93307	(661) 398-8143		
Erosion Control							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
General Building							
Cal Prime Inc	10101 Michele Ave	Bakersfield	CA	93312	6616796818	(661) 379-8830	
Cali Concrete Corporation	117 Mugsy Ave	Bakersfield	CA	93307	(661) 398-8143		
General Engineering							
Cal Prime Inc	10101 Michele Ave	Bakersfield	CA	93312	6616796818	(661) 379-8830	
Hydroseeding							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Insulation							
Broken Drum Insulation	PO Box 80547	Bakersfield	CA	93380	(661) 393-3304		
Landscaping							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Landscaping/Erosion Control							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Paving							
Kern Asphalt Paving & Sealing Company, Inc.	2000 Norris Rd	Bakersfield	CA	93308	(661) 391-8000		humanresource@kernasphalt.com
Plumbing							
GRC Plumbing	4400 Peale Way	Bakersfield	CA	93311	(661) 487-5277		
Sunset Mechanical &	PO Box 60527	Bakersfield	CA	93386-0527	(661) 322-0660		

Section 3 Business Concern

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
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Plumbing

Construction Inc.			CA	93386-0527			
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Revegetation

J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
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Site Preparation

J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
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LEAD-BASED PAINT POISONING PREVENTION

I. Scope

This section discusses the Lead-Based Paint Poisoning Prevention Act, Public Law 91-695, as amended by Public Law 93-151 and Public Law 94-317 (42 USC 4801).

II. Definitions

The following definitions shall apply:

- (a) "Act" means the Lead-Based Paint Poisoning Prevention Act, Public Law 91-695, as amended by Public Law 93-151 and Public Law 94-317 (42 USC 4801).
- (b) "HUD" means the U. S. Department of Housing and Urban Development.
- (c) "HUD-associated housing" means any residential structure as defined in paragraph (d) of this section, which is owned by the Department of Housing and Urban Development or financially assisted under any program administered by HUD, when such structures are being constructed, sold, purchased, leased, rehabilitated (including routine maintenance work), modernized or improved with any form of HUD financial assistance whether by grant, loan, advance, housing assistance payments, the proceeds of a HUD guaranteed loan or a HUD insured mortgage.
- (d) "Residential Structure" means any house, apartment or structure intended for human habitation, including any institutional structure where persons reside, such as a orphanage, boarding school, dormitory, day care center, or extended care facilities, college housing, hospitals, group practice facilities and community facilities.
- (e) "Lead-based paint" means (1) any paint containing more than five-tenths of 1 per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied or both; or (2) with respect to paint which is manufactured after June 22, 1977, lead based paint means any paint containing more than six one-hundredths of 1 per centum lead (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- (f) "Applicable surfaces" means all interior surfaces, whether accessible or not, and those exterior surfaces such as stairs, decks, porches, railings, windows and doors which are readily accessible to children under 7 years of age.
- (g) "County of Kern" or "County" means the political subdivision of the State of California through which HUD funds are received for this project.

III. Standards

- (a) No contractor or subcontractor shall use or permit the use of lead based-paint on applicable surfaces of any residential structure where such construction or rehabilitation is funded by the County with HUD funds.

PROHIBITED USE OF FEDERAL FUNDS FOR LOBBYING

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in appendix A of 41 CFR part 105-69 (see CDA 243), that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a disclosure form, set forth in appendix B of 41 CFR part 105-69 (see Standard Form – LLL), if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, set forth in appendix A of 41 CFR part 105-69, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form, set forth in appendix B of 41 CFR part 105-69 (see Standard Form – LLL), if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose Lobbying activities pursuant to 31 U.S.C. 1352
(See page 2 for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number:			9. Award Amount: \$		
10a. Name and Address of Lobbying Registrant: (if individual, last name, first name, MI)			b. Individuals Performing Services: (including address if different from No. 10a.) (last name, first name, MI)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification on this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal [RFP] number, Invitation for Bid [IFB] number, grant announcement, number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FEDERAL REQUIREMENTS

FEDERAL LABOR STANDARDS PROVISIONS - The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

a. **MINIMUM WAGES** - All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates to less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5 (a) (1) (ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office Management and Budget under OMB control number 1215-0140).

In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of labor has fund, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

b. WITHHOLDING - HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Controller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

c. PAYROLLS AND BASIC RECORDS - Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B)b of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1, U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors (Approved by the Office of Management and Budget Under OMB Control Number 1215-0149).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The contractor or subcontractor shall make the records required herein available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR part 5.12.

d. APPRENTICES AND TRAINEES - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and

Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentage of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

e. COMPLIANCE WITH COPELAND ACT REQUIREMENTS - The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

f. SUBCONTRACTS - The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may, by appropriate instructions, require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

g. CONTRACT TERMINATION; DEBARMENT - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

h. COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3 and 5 are herein incorporated by reference in this contract.

i. DISPUTES CONCERNING LABOR STANDARDS - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

j. CERTIFICATION OF ELIGIBILITY - By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contract or participate in HUD programs pursuant to 24 CFR Part 24.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration Transactions," provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

k. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES - No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

l. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - As used in this section, the terms "Laborers" and "mechanics" include watchmen and guards.

m. OVERTIME REQUIREMENTS - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

n. VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES - In the event of any violation of the clause set forth in Section 5-3.01B(1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of Section 5-3.01B(1), in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by Section 5-3.01B(1).

o. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES - HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determine to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in Section 5-3.01B(2) above.

p. SUBCONTRACTS - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Sections 5-3.01B(1) through 5-3.01B(4) of these and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with provisions set forth in Sections 5-3.01B(1) through 5-3.01B(4) of these .

q. HEALTH AND SAFETY - No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (40 USC 3701 et.seq.).

The Contractor shall include the provisions of this article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of labor shall direct as a means of enforcing such provisions.

r. CLEAN AIR AND WATER - The Contractor agrees to comply with all requirements of Section 114 of the Clean Air Act, (42 U.S.C. 7414) and Section 308 of the Clean Water Act, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before award of this contract.

The Contractor agrees that no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless or until the EPA eliminates the name of such facility or facilities from such listing.

The Contractor agrees to use best efforts to comply with the clean air standards at the facility in which the contract is being performed.

The Contractor agrees to insert the substance of this clause into every nonexempt subcontract, including this paragraph.

s. EQUAL OPPORTUNITY CLAUSES (48 CFR 52.222-26) (Sept 2016) –

(a) Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if -

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to

extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)

- I. The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- II. The Contractor shall disseminate the prohibition on discrimination in paragraph (c) (5) (i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by –
 - a. Incorporation into existing employee manuals or handbooks; and
 - b. Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms..

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

t. GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION - Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	19.1 Percent	6.9 Percent

These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

u. UTILIZATION OF SMALL BUSINESS CONCERNS (48 CFR 52.219-8) (Sep 2023) –

(a) *Definitions.* As used in this contract —

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

Service-disabled veteran-owned small business concern—

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns,

veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c)

(1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program.

(2) A joint venture qualifies as—

(i) A service-disabled veteran-owned small business concern if it complies with the requirements in 13 CFR part 125; or

(ii) A HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)

(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

v. COMPLIANCE WITH THE REHABILITATION ACT OF 1973 - The Contractor shall comply with the requirements of 41CFR 60-741, which are incorporated by reference in this contract.

w. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36) (JUN 2020) –

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal

opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 33.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

x. EQUAL OPPORTUNITY FOR VETERANS (48 CFR 52.222-35) (JUN 2020) –

(a) *Definitions.* As used in this clause -

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

y. EMPLOYMENT REPORTS ON VETERANS (48 CFR 52.222-37) (Jun 2020)

a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your

VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under [38 U.S.C.4212](#).

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

z. ARCHITECTURAL BARRIERS ACT OF 1968 - This project is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6 for general type buildings) which require Federal and Federally funded buildings and other facilities be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, individuals with physical disabilities.

aa. AMERICANS WITH DISABILITIES ACT OF 1990 - CDBG contractors and subcontractors agree to abide by the requirements of the American with Disabilities Act of 1990, Public Law 101- 336, and any regulations issued pursuant thereto, which prohibits, at Title I thereof, discrimination by any employer, employment agency, or labor origination against any qualified individual with a disability in regard to any term, condition, or privilege of employment; makes applicable, at Title II thereof, the prohibition against discrimination on the basis of disability to all programs, activities and services provided or made available by state and local agencies or instrumentalities or agencies thereof, or by public entities that provide public transportation; prohibits, at Title III thereof, disabilities discrimination by privately operated public accommodations and in public transportation services provided by private entities; and which, at Titles IV and V thereof, makes further provision against discrimination against disabled persons.

bb. NONDISCRIMINATION ON BASIS OF AGE POLICY - It is the policy of the Executive Branch of the Government that (a) contractors and subcontractors engaged in the performance of Federal contracts shall not, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement, and (b) that contractors and subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contract Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PLAN FOR
EQUAL EMPLOYMENT OPPORTUNITY
AND
AFFIRMATIVE ACTION
UNDER EXECUTIVE ORDER 11246

D. Report, at least quarterly, to the firm's owners on the progress of each unit in relation to company goals.

E. Serve as liaison between the company, government regulatory agencies, minority and female organizations and other community groups.

F. Assure that current legal information affecting affirmative action is disseminated to responsible officials.

G. Assure that all test and selection criteria required to employment with the firm have been validated (where there is an obligation to do so) as per 41 CFR Part 60-3.

111. Dissemination of Policy

A. International Dissemination of Policy: In order to disseminate the EEO Policy to all members of the company staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, the firm will take the following steps:

1. Include the policy in the firm's policy manual;
2. Publicize the policy in firm newspapers, magazines, annual reports, and other available media devices ;
3. conduct, at least annually, special meetings with executive , management , and supervisory personnel to explain the intent of the policy and individual responsibility for its effective implementation, and making clear the firm's commitment to its affirmative action obligations;
4. Conduct a review, at least annually, of all supervisors' adherence to and performance under the firm's EEO policies and affirmative action obligations;
5. Schedule, at least annually, special meetings with all other employees to discuss policy and explain individual employee responsibilities;
6. Discuss the policy thoroughly in both employee orientation and management training programs;
7. Meet with union officials as appropriate to inform them of the policy, and to request their cooperation;

8. Include nondiscrimination clauses in any union agreements , and review all contractual provisions to ensure they are nondiscriminatory;
9. Publish articles in firm publications covering EEO programs, progress reports, promotions to ensure they are nondiscriminatory;
10. Post policy on the firm's bulletin boards;
11. Inform employees of the existence of the firm's affirmative action policy and enable employees to avail themselves of its benefits;
12. Maintain a working environment free of harassment, intimidation , and coercion at all sites and in all facilities at which this firm's employees are assigned to work. This firm shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the firm's obligation to maintain such a working environment, which specific attention to minorities or females working at such sites or in such facilities .

B. External Dissemination of Policy: In order to make the firm's Equal employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, such as schools , employment agencies , labor unions, and college placement offices, the firm will take the following actions:

1. Inform all recruitment sources verbally and in writing of the firm's policy, stipulating that these sources actively recruit and refer minorities and females for all positions listed;
2. Incorporate the equal opportunity clause in all purchase orders, leases, and contracts covered by Executive Order 11246, as amended, and its implementing regulations;
3. Notify in writing, minority and female organizations , community agencies, community leaders, secondary schools, and colleges of the firm's policy;
4. Inform prospective employees of the existence of the firm's affirmative action policy and enable such prospective employees to avail themselves of its benefits;

5. Send written notification of the firm's policies to all subcontractor, vendors , and suppliers with requests for appropriate action on their part.

IV. Sexual Harassment - Definition and Policy:

It is the policy of this firm to maintain a work place free of sexual harassment, intimidations and coercion. All allegations of sexual harassment will be fully reviewed. Disciplinary action will be taken against any employee found to have sexually harassed another employee. Sexual harassment is defined as, but not limited to:

Any repeated or unwarranted verbal, visual or physical sexual action, sexually explicit derogatory statement or remark of a sexual nature made by someone in the work place which can be reasonably determined by the recipient and the persons(s) reviewed the complaint to be offensive or objectionable or which may cause the recipient or anyone in the immediate area discomfort or humiliation.

The firm will investigate all complaints of alleged sexual harassment in connection with its obligations under its contracts, will attempt to resolve such complaints, and will take appropriate corrective action. If the investigation indicates that the sexual harassment may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the firm will inform the complainant of its finding and of all avenues of appeal within thirty (30) days of receiving the complaint.

To minimize the occurrence of sexual harassment in the work place, and to ensure that all employees understand that such actions will not be tolerated , managers and supervisors shall distribute the policy to every employee and periodically reinforce the importance of compliance.

- V. Utilization of Minorities and Females: The firm will make a good faith effort to meet the designated goals set for the by the Office of Federal contract Compliance Programs (OFCCP) for utilizing minorities and females in the various crafts on all construction jobs during the time this contractor has a federally-assisted or direct federal construction contract.

A. Recruitment

1. When advertising for employees, the firm will include in all advertisements for employees the notation: "A Equal Opportunity Employer". The firm will insert advertisements in newspapers or other publications having a large circulation among minority and female groups in the area from which the firm's workforce would normally be derived.

2. The firm will conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, by not limited to, state employment agencies, schools, college, and minority group organizations . To meet these requirements, the firm will, through the EEO Officer, identify sources of potential minority and female group employees and establish procedures whereby applicants may be referred to the firm for employments consideration.
3. The firm will encourage its present employees to refer minority and female group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees

B. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel action of every type, including hiring, upgrading, promotion , transfer, demotion, layoff, leave of absence, and termination , will be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin or disability. The following procedures will be followed:

1. Periodic inspection of object sites will be conducted to ensure that working conditions and employee facilities do not allow discriminatory treatment of project sites personnel.
2. The spread of wages paid within each classification will be periodically evaluated to determine any evidence of discriminatory wage practices.
3. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the firm will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. The firm will investigate all complaints of alleged discrimination in connection with its obligations under its contracts, will attempt to resolve such complaint, and will take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other that the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the firm will inform the complainant of its finding and of all

avenues appeal within thirty (30) days of receiving the complaint.

C. Training and Promotion

1. The firm will assist in locating, qualifying and increasing the skills of minority and female employees and applicants for employment.
2. Consistent with its requirements and as permissible under Federal and State regulations, the firm will make full use of training programs, such as pre-apprenticeship, apprenticeship, or on-the-job training programs, for the geographical area of contract performance.
3. To the greatest extent possible, the firm will advise employees and applicants for employment of available training programs and entrance requirements for such programs.
4. The firm will review, at least annually, the training and promotion potential of minority and female employees and will encourage eligible employees to apply for such training and promotion.

D. Unions: The firm will use its best efforts to obtain the cooperation of any unions with which it has collective bargaining relationships to increase minority and female opportunities within the unions, and to effect referrals of minority and female employees by such unions.

1. The firm will cooperate with unions, as appropriate, to develop joint training programs aimed at qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may have the opportunity to qualify for higher paying employment.
2. The firm will encourage the incorporation of an equal employment opportunity clause into any union agreements stating that such unions will be bound contractually to refer applicants without regard to race, color, religion, sex, sexual orientation, gender identity national origin, or disability.
3. In the event a union is unable to refer minority and female applicants as requested by the firm within the time limit set forth in a union agreement, the firm will, through its own

recruitment procedures, fill the employment vacancies without regard to race, color religion, sex, sexual orientation, gender identity, national origin, or disability, making every effort to obtain qualified minority and female employees.

4. the firm will provide immediate written notification to the director of the OFCCP when a union with which it has a collective bargaining agreement falls to refer a minority or female, or when the firm has other information that the union referral process is impeding its efforts to meet its obligations.

VI. Subcontracting: When required by federal contract the firm will use its best effort to utilize determine if the firm is a bona fide Minority Business Enterprise.

A. The firm will document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor association and other business associations.

B. the firm will insure that the above policies for utilizing minority group subcontractors, suppliers and vendors are included in any agreements/contracts for subcontracted work.

VII. Records and Reports

A. The firm will keep such records as are necessary to determine compliance with its equal employment opportunity obligations. The records kept by the firm will be designed to indicate :

1. The number of minority, non-minority and female group member employees in each work classification.
2. The progress and efforts being made (in cooperation with unions, of appropriate) to increase protected group employment opportunities.
3. The progress and efforts being made in locating , hiring, training, qualifying and upgrading protected group employees.
4. The progress and efforts being made in securing the services of minority group subcontractors.

B. All such records will be retained for a period of three years following completion of the contract work and shall be available at reasonable times and

places for inspection by authorized representatives of the States and Federal governments . The firm reserves the right to require these representatives to show proper credentials.

C. the firm will submit all reports required by Executive Order 11246 and appropriate state and federal agencies, and will permit access to its books, records, and accounts by the appropriate governmental agencies and the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations and orders of the Secretary of Labor promulgated pursuant to Executive Order 11246.

VIII. Other Work: The firm agrees that it will be bound by the Equal Opportunity Clause required by Executive Order 11246 with respect to its own employment practices when it direct federal contract.

IX. Assistance in Compliance: The firm agrees it will assist and cooperate actively with the appropriate governmental agencies and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity Clause and the rules, regulations, and relevant orders of the Secretary of Labor. The firm will furnish such information as may be required for the supervision of such compliance.

X. Non-Segregated Facilities: All employee facilities provided by the firm shall be non-segregated . These include, but are not limited to, rest areas, parking lots, drinking fountains, and all other such common facilities. Toilets and necessary changing facilities will offer privacy to both males and females .

XI. Post Award Compliance: It is understood that the OFCCP may review the firm's employment practices as well as those of any subcontractors the company has employed during the performance of a federally-assisted or direct federal contract. If the goals for the employment of minorities and females set by the OFCCP are not being met, the firm shall still be given an opportunity to demonstrate that it has made every good faith effort to meet its commitment.

For the purpose of this policy statement, a bona fide Minority Business Enterprise is a business, firm, or corporation which is at least fifty one percent (51%) owned and operated by a minority person or persons.

The purpose of the firm's commitment to specific goals for the utilization of minority and/or female employees is to meet the affirmative action obligations under the equal Opportunity clause of a federal or federally-assisted contract. This commitment is not intended and shall not be used to discriminate against any qualified applicant or employee.

XII. Refusal to Deal with Debarred or Ineligible Contractors or Subcontractors: The firm agrees that it will refrain from entering into any contract or

contract modifications subject to Executive Order 11246 with a contractor or subcontractor debarred from or who has not demonstrated eligibility for direct federal or federally-assisted construction contracts pursuant to Executive Order 11246.

_____ will use its best effort to meet the goals set forth in
Name of Firm
 the contract specifications.

Complaints of non-compliance and grievances are to be directed to the attention of the firm's designated Equal Opportunity Officer:

 Name

 Firm

 Street Address

 City, State, Zip

 Telephone Number with Area Code

 Name and Title of Person Signing Plan

 Firm Name

 Date

FEDERAL PREVAILING WAGE PAYMENT INFORMATION

All prime contractors and subcontractors are required to pay the higher if either the rates published in the Davis-Bacon Wage Determination issued by the U.S. Department of Labor (Federal) or the General Prevailing Wage Determination issued by the California Department of Industrial Relations (Date) to all laborers and mechanics and other workers on the project. The State wages can be obtained by contacting the Department of Industrial Relations, on-line at [Director's General Prevailing Wage Determinations \(ca.gov\)](http://www.dir.ca.gov) or by contacting the Kern County Planning and Natural Resources Department – Community Development Division at (661) 862-5050.

The latest modification of the Federal wages can be obtained on-line at [SAM.gov | Search](http://sam.gov) and completed, from the drop down menus, the appropriate State information (“California”), County information (“Kern”), type off project construction (“Building”, “Heavy”, “Highway”, or “Residential”), and WD [Wage Decision] Number (“CA20”). Then click on the “Search” Button. You will need to remember that the federal wage “locks” on a certain stage of the procurement process so the latest modification available on-line may not apply to this specific project. If you go on-line to obtain Federal wages, please check with the Kern County Planning and Natural Resources Department – Community Development Division to see if you have the applicable wage decision for this specific project.

Immediately following is a copy of the project Davis Bacon Wage Determination (General Decision), which is the listing of the Federal wages. Unless modified prior to bid opening, this wage decision will apply to the project.

All contractors agree to comply with the latest applicable Davis-Bacon Wage Determination, as determined solely by County, regardless of what Davis Bacon Wage Determination is actually contained in the specifications. The successful contractor will be notified no later than the project preconstruction conference if the applicable wage decision is different than the one contained in this specification, or in any addendums issued prior to bid opening. All prospective contractors and subcontractors on this project should verify this Davis-Bacon Wage Determination contains an area labor classification and specified wage rate for each of the different trades that the contractor/subcontractor intends to use on this project. If a proper area classification and wage rate cannot be found for a trade that you, as prime contractor or subcontractor, intend to use on this project, please immediately contact the Kern County Planning and Natural Resources Department – Community Development Division (PLNR) at (661) 862-5050. PLNR will, on your behalf, contact the U.S Department of Housing and Urban Development (HUD) and the U.S. Department of Labor to ascertain what the proper federal area classification and wage rate is for any trades in question.

SUPPLEMENTAL INFORMATION
REGARDING
PREVAILING WAGE
AND
STATE AND FEDERAL LABOR
STANDARDS
REQUIREMENTS

This section provides additional guidance to all contractors and subcontractors bidding or working on this project. It is placed into these specifications so that you will be made aware of those items where discrepancies have occurred in the past. However, please also be aware that this section is not all inclusive, nor is it meant to emphasize the special importance of any particular requirement. The topics covered in this supplement include prevailing wage requirements for Truck Drivers on HUD funded projects, bid submittal requirements for Trucking Services and labor standards compliance requirements for “working subcontractors”.

ALL CONTRACTORS ARE URGED TO CAREFULLY REVIEW THIS INFORMATION BEFORE BIDDING OR WORKING IN THIS PROJECT. If there are any questions regarding these matters, please contact the Kern County Community and Economic Development Department.

Prevailing wage payment requirements for Truck Drivers
AND for Self Employed Laborers and Mechanics
(“Working Subcontractors”) on HUD funded projects

February 6, 2002

1. The current State and Federal requirements regarding prevailing/Davis-Bacon wage payments to Truck Drivers on public works projects are as follows:

State of California Requirements:

Truck drivers hauling materials to or from a public works jobsite are subject to prevailing wages. The State of California Department of Industrial Relations, in their Coverage Letters PW#99-066 and PW#99-081, indicate that truck drivers are “workers employed by contractors or subcontractors in the execution of any contract for public work” and therefore “are deemed to be employed upon public work” and required to be paid prevailing wages. **However, and at this time, it appears that this requirement does not apply to Truck Drivers who are merely dropping off materials from a commercial supplier.**

Federal Requirements:

Under regulations that *went* into effect on January 19, 2001, (65 FR 80268, dated December 20, 2000) **Truck Drivers employed by a construction contractor or subcontractor transporting materials to or from the site of work are covered by Davis-Bacon for the time spent on site that is more than “de minimis”, or more than the time it takes to pick up or drop off materials.** For example, material delivery truck drivers who come on to the site of work for only a few minutes at a time merely to drop off construction materials are not covered by Davis-Bacon. All other truck drivers on the “site of work” are covered by Davis-Bacon. “Site of Work” is defined in the regulations as:

a.) The physical place or places where the building or work called for in the contract will remain; and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

b) Except as provided in paragraph ‘c’ below, job headquarters, tool yards, batch plants, borrow pits, etc., are part of the site of work provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and provided they are adjacent or virtually adjacent the site of work as defined in paragraph ‘a’ above;

c) Not included in the site of work are permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular Federal or federally assisted contract or project. In addition, borrow pits, job headquarters, tool yards, etc., of a commercial or material supplier, which are

established by a supplier of materials for the project before the opening of bids and not on the site of the work as stated in paragraph 'a' above, are not included in the site of work. Such permanent, previously established facilities are not part of the site of work, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

**Contractors are notified that they should follow
the more restrictive requirement noted above.**

Other requirements of HUD also indicate that Truck Drivers who are working on the site of work, as defined above, and who are "Owner-Operators" must be reported on project payrolls that are prepared by the firm who hired them. *These payrolls, which must be signed by both the owner-operator and by the contractor or broker who hired them, must also include the hourly wage rates paid to these owner - operators as well as the hours they worked on the project.* Any individuals, including other Truck Drivers, who are working on the site of work (as defined above) and are employed by an Owner-Operator, are covered by Davis-Bacon. **But also be aware:** per State requirements, all Truck Drivers employed by contractors and subcontractors in the execution of any contract for public work **(and who are not merely dropping off materials from a commercial supplier)** are covered by State prevailing wage requirements.

Bid Submittal Requirements of Trucking Services:

Based on legal advice provided to the CD Program Department, the names of trucking firms who will be working on the project for the prime contractor (not a material supplier) must appear on the prime contractor's List of Subcontractors as follows:

If the trucking services are provided by a firm using its own employees and who is getting paid an amount in excess of ½ of 1% of the prime contractor's bid, they must be listed as a subcontractor.

If trucking services are to be provided solely by Owner-Operator Truck Drivers hired directly by the prime contractor, or through a brokerage arrangement, the Owner-Operator Truck Driver payroll information must be provided by the firm for whom services are being rendered, but these Owner-Operator Truck Drivers do not need to be listed as a subcontractor on the List of Subcontractors.

2. Per HUD Labor Relations Letter No. LR-96-01, the current requirements for payment of prevailing wages to self employed laborers and mechanics (a.k.a. "working subcontractors") are as follows:

The payment of prevailing wage rates established by HUD provide that the wage protections afforded apply to laborers and mechanics employed on federally-assisted construction contracts regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Additionally, all

laborers and mechanics must be paid unconditionally and not less often than once per week. **There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others.**

“Laborers and mechanics” may **not** certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.

Payrolls submitted reporting single or multiple owners certifying that they have paid to themselves the prevailing wage for their craft are unacceptable; rather, such laborers or mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the “responsible employer”) for whom they are working and with whom they have executed a contract.

Whatever method of compensation computation is utilized, the amount of weekly compensation divided by the actual hours of work performed for that week must result in an “effective” hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. The name, work classification, actual hours of work, effective hourly wage rate, and wage payment of each self-employed laborer and mechanic must be reported and certified on the responsible employer’s weekly payroll.

More extensive guidance for the Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as “working subcontractors”) is detailed in HUD Labor Relations Letter No. LR-96-01, dated December 2, 1996 (copy attached). Additional information is also provided regarding HUD’s compliance and certification parameters for owner-operators of power equipment and truck drivers.



Office of the Assistant to the Secretary for Labor Relations

LABOR RELATIONS LETTERS

Date: December 2, 1996 (Rev 1)

Letter No. LR-96-01

Subject: Labor standards compliance requirements for self-employed laborers and mechanics (aka *Working Subcontractors*)

- I. HUD policy on prevailing wage applicability.
- II. Compliance and certification parameters.
- III. Owners of businesses working with their crews.
- IV. Owner-Operators of power equipment.
- V. Truck drivers.

The Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") have long been a confusing and contentious area for the Department of Labor (DOL), HUD, the Internal Revenue Service and contractors and subcontractors.

The following policy represents an effort to provide practical guidance for field application. The guidance more specifically concerns the wage certification requirements for self-employed mechanics and laborers on projects subject to Federal labor standards provisions including Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations. This policy does not attempt to establish whether working subcontractors are subject to Federal labor standards nor whether such working subcontractors are *bona fide*. The clear meaning of statutory provisions and regulatory definitions does not require further examination of applicability. Additionally, statutory and regulatory language are clear that the question of whether certain self-employed laborers and mechanics are *bona fide* subcontractors is not germane to the issue of prevailing wage standard applicability.¹

¹The DOL has issued an administrative policy which excludes "bona fide owner-operators of trucks who are independent contractors" from DBRA/CWHSSA provisions. See paragraph V. of this Letter.

I. HUD policy on prevailing wage applicability.

The Davis-Bacon Act (DBA), HUD program Related Acts (DBRA) concerning the payment of prevailing wages as determined by the Secretary of Labor, and the U.S. Housing Act of 1937 concerning the payment of prevailing wage rates established by HUD provide that the wage protections afforded in these statutes apply to laborers and mechanics employed on the covered work. The DBA and DBRA implementing regulations (29 CFR Part 5) specifically stipulate that these protections are provided **regardless of any contractual relationship which may be alleged to exist** between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. HUD has followed DBA/DBRA prevailing wage parameters in its implementation, administration and enforcement of HUD-determined maintenance and nonroutine maintenance prevailing wage standards. (NOTE: The requirement to pay weekly wages is not applicable to the payment of prevailing routine maintenance wage rates related to laborers and mechanics engaged in the operation of PHA and IHA housing developments.)

Therefore, it is HUD policy that in all cases where laborers and mechanics are employed on Federal prevailing wage-covered construction, maintenance and nonroutine maintenance work, laborers and mechanics shall be entitled to compensation (in the case of Davis-Bacon wages, *weekly* compensation) at wage rates not less than the prevailing rate for the type of work they perform **regardless of any contractual relationship alleged to exist between a contractor or subcontractor and such laborers or mechanics.**

The above policy statement is not a departure from previous HUD directives. The guidance presented below establishes uniform HUD-assisted program contract administration and enforcement parameters for labor standards compliance and prevailing wage certification.

II. Compliance and certification parameters.

HUD policy clearly affords prevailing wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others. This policy in no way precludes or limits any business or individual from participating in HUD-assisted construction, maintenance, or nonroutine maintenance work. The

issue is not one of *eligibility*, whether such persons are permitted to work on HUD-assisted projects, but of compliance standards - what HUD will accept from contractors and subcontractors to demonstrate that proper compliance has been achieved.

In this context, this Letter establishes a HUD administrative policy that laborers and mechanics may not certify to the payment of their **own** prevailing wages *EXCEPT* where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew. (This exception is described in detail in Paragraph III. Owner-operators of power equipment are discussed in Paragraph IV; Truck drivers are discussed in Paragraph V.)

The most frequent occurrence of self-employed workers on HUD-assisted projects involves mechanic/trade classifications (i.e., not laborer classifications). (For ease of reference, laborers and mechanics in this context are referred to as "mechanics" and include any case involving laborers.) These mechanics may be represented as sole-proprietors, self-employed mechanics, partners, or corporate officers - all with no direct employees engaged in the covered work.

Accordingly, HUD, and program participants responsible for labor standards administration and enforcement (e.g., PHAs, IHAs, CDBG recipients), *may not* accept certified payrolls reporting single or multiple owners (e.g., partners) certifying that they have paid to themselves the prevailing wage for their craft. For example, a sole-proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Neither may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw for performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one half) for all hours worked in excess of 40 hours per

week, pursuant to the Contract Work Hours and Safety Standards Act (CWHSSA), where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics may fluctuate from week to week. However, the effective hourly wage rate *may not* be less than the minimum prevailing rate for the respective craft. In any case where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing rate on the wage determination for that craft.

III. Owners of businesses working with their crew.

Owners of businesses working with their crew on the same HUD-assisted job site may certify to the payment of their own prevailing wages in conjunction with the prevailing wages paid to their employees. This exception to reporting standards *does not* suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner for his/her own wages as that certification *accompanies* the certification offered for the payment of prevailing wages to his/her employees. Such owners need only list their name, work classification including "owner," and the daily and total hours worked. (Such owners *do not* need to list a rate of pay or amounts earned.)

IV. Owner-operators of power equipment.

Frequently, *owner-operators of power equipment* (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly *labor* salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator.

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Letter No. LR-96-01

Note: Owner-operators of power equipment, like self-employed mechanics, *may not* submit their own payrolls certifying to the payment of their own wages BUT must be carried on the responsible contractor's certified payroll report.

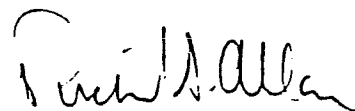
V. Truck drivers.

As outlined earlier in this Letter, a DOL administrative policy excludes *bona fide owner-operators of trucks who are independent contractors* from DBRA/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" must be reported on weekly payrolls *but* the payrolls do not need to show the hours worked or rates - only the notation "Owner-operator." *Note* that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to DBRA/CWHSSA provisions in the usual manner.

This policy *does not* pertain to owner-operators of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in paragraph IV, above).

These compliance standards shall take effect immediately. Any exceptions to these standards must be approved in advance in writing by HUD Headquarters Office of Labor Relations.

Any questions concerning this *Letter* may be directed to the Office of Labor Relations at (202)708-0370 or, in the case of HUD program participants, to the HUD Field Labor Relations Staff with jurisdiction for your area.



Assistant to the Secretary for
Labor Relations

Richard_S._Allan@HUD.gov

Visit the Office of Labor Relations on the World Wide Web HUD Home Page at
<http://www.hud.gov/>

"General Decision Number: CA20250020 03/21/2025

Superseded General Decision Number: CA20240020

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/14/2025
7	03/21/2025

ASBE0005-001 09/01/2023

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 49.58	25.27

ASBE0005-005 07/04/2022

INYO AND KERN

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

ASBE0016-003 01/01/2024

MONO

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 64.56	25.07

BOIL0092-005 01/01/2024

INYO AND KERN

Rates	Fringes
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BOILERMAKER.....	\$ 51.98	42.11
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BOIL0549-003 01/01/2021

MONO COUNTY

	Rates	Fringes
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BOILERMAKER.....	\$ 45.60	38.99
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* BRCA0004-005 05/01/2024

	Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29
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*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

* BRCA0018-010 09/01/2024

	Rates	Fringes
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TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

BRCA0018-011 06/01/2023

	Rates	Fringes
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TILE LAYER.....	\$ 48.29	19.18
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BRCA0018-012 06/01/2024

KERN

	Rates	Fringes
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MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77

CARP0213-002 07/01/2021

	Rates	Fringes
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Diver

(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
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Drywall

DRYWALL INSTALLER/LATHER....	\$ 48.86	22.88
STOCKER/SCRAPPER.....	\$ 20.80	9.97

CARP0661-001 07/01/2021

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer....	\$ 51.03	16.28
(02) Millwright.....	\$ 52.10	16.48
(03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....	\$ 51.73	16.28
(04) Shingler (Commercial)....	\$ 51.17	16.28
(05) Table Power Saw Operator.....	\$ 52.13	16.28
(06) Pneumatic Nailer or Power Stapler.....	\$ 51.29	16.28
(07) Roof Loader of Shingles (Commercial).....	\$ 38.92	16.28
(08) Saw Filer.....	\$ 51.03	16.28
(09) Scaffold Builder.....	\$ 42.80	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0428-001 12/30/2024

	Rates	Fringes
CABLE SPLICER		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 71.07	3%+20.19
Remainder of Kern County....	\$ 62.32	3%+20.19
ELECTRICIAN		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 65.40	3%+20.19
Remainder of Kern County....	\$ 53.65	3%+20.19

ELEC0428-003 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
Communications System Installer		
China Lake Naval Weapons Center.....	\$ 54.30	3%+19.64

Edwards AFB.....	\$ 50.79	3%+19.64
KERN COUNTY.....	\$ 44.66	3%+19.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477-001 06/01/2024

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 53.15	3%+27.48

CABLE SPLICER: \$1.50 above Electrician.

TUNNEL WORK: 10% above Electrician.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.43	38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

 ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80

GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator;

Concrete cleaning decontamination machine operator;
 Concrete Pump Operator (small portable); Direct Push
 Operator (Geoprobe or similar types) Drilling machine
 operator, small auger types (Texoma super economatic or
 similar types - Hughes 100 or 200 or similar types -
 drilling depth of 30' maximum); Equipment greaser (grease
 truck); Guard rail post driver operator; Highline cableway
 signalman; Hydra-hammer-aero stomper; Micro Tunneling
 (above ground tunnel); Power concrete curing machine
 operator; Power concrete saw operator; Power-driven jumbo
 form setter operator; Power sweeper operator; Rock Wheel
 Saw/Trencher; Roller operator (compacting); Screed operator
 (asphalt or concrete); Trenching machine operator (up to 6
 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant
 engineer; Batch plant operator; Bit sharpener; Concrete
 joint machine operator (canal and similar type); Concrete
 planer operator; Dandy digger; Deck engine operator;
 Derrickman (oilfield type); Drilling machine operator,
 bucket or auger types (Calweld 100 bucket or similar types
 - Watson 1000 auger or similar types - Texoma 330, 500 or
 600 auger or similar types - drilling depth of 45'
 maximum); Drilling machine operator; Hydrographic seeder
 machine operator (straw, pulp or seed), Jackson track
 maintainer, or similar type; Kalamazoo Switch tamper, or
 similar type; Machine tool operator; Maginnis internal full
 slab vibrator, Mechanical berm, curb or gutter (concrete or
 asphalt); Mechanical finisher operator (concrete,
 Clary-Johnson-Bidwell or similar); Micro tunnel system
 (below ground); Pavement breaker operator (truck mounted);
 Road oil mixing machine operator; Roller operator (asphalt
 or finish), rubber-tired earth moving equipment (single
 engine, up to and including 25 yds. struck); Self-propelled
 tar pipelining machine operator; Skiploader operator
 (crawler and wheel type, over 3/4 yd. and up to and
 including 1-1/2 yds.); Slip form pump operator (power
 driven hydraulic lifting device for concrete forms);
 Tractor operator-bulldozer, tamper-scraper (single engine,
 up to 100 h.p. flywheel and similar types, up to and
 including D-5 and similar types); Tugger hoist operator (1
 drum); Ultra high pressure waterjet cutting tool system
 operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or
 finishing); Asphalt paving machine operator (Barber Greene
 or similar type); Asphalt-rubber distribution operator;
 Backhoe operator (up to and including 3/4 yd.), small ford,
 Case or similar types; Cable Bundling Machine Operator
 (excluding handheld); Cable Trenching Machine Operator
 (Spider Plow or similar types) Cast-in-place pipe laying
 machine operator; Combination mixer and compressor operator
 (gunite work); Compactor operator (self-propelled);
 Concrete mixer operator (paving); Crushing plant operator;
 Drill Doctor; Drilling machine operator, Bucket or auger
 types (Calweld 150 bucket or similar types - Watson 1500,
 2000 2500 auger or similar types - Texoma 700, 800 auger or
 similar types - drilling depth of 60' maximum); Elevating
 grader operator; Grade checker; Gradall operator; Grouting
 machine operator; Heavy-duty repairman; Heavy equipment
 robotics operator; Kalamazoo balliste regulator or similar
 type; Kolman belt loader and similar type; Le Tourneau blob
 compactor or similar type; Loader operator (Athey, Euclid,
 Sierra and similar types); Mobark Chipper or similar; Ozzie

padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and

similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50

tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is

the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern

County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0155-002 01/01/2025

INYO and MONO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.75	34.45

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

IRON0155-003 01/01/2025

KERN COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

LAB00220-002 07/01/2022

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline

wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of

troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00220-005 07/01/2024

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB00300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2024

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 53.48	22.77
GROUP 2.....	\$ 52.53	22.77
GROUP 3.....	\$ 48.99	22.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunitite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00783-001 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling

of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00783-004 07/01/2024

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB01184-001 07/01/2024

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 45.34	20.06
(2) Vehicle Operator/Hauler.	\$ 45.51	20.06
(3) Horizontal Directional Drill Operator.....	\$ 47.36	20.06
(4) Electronic Tracking Locator.....	\$ 49.36	20.06
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 46.65	23.17
GROUP 2.....	\$ 47.95	23.17
GROUP 3.....	\$ 49.96	23.17
GROUP 4.....	\$ 51.70	23.17

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-009 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 45.20	26.82

PAIN0036-021 07/01/2023		

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 34.08	18.50
(2) Repaint.....	\$ 26.40	17.02
(4) All other work.....	\$ 34.08	18.50
(5) Industrial.....	\$ 41.42	19.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.
HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 01/01/2023

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

PAIN1247-001 01/01/2025		

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0200-007 08/03/2022		

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:
\$3.00 additional per hour.

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0345-001 09/01/2023		

	Rates	Fringes
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PLUMBER

Landscape/Irrigation Fitter..\$ 40.20	25.90
Sewer & Storm Drain Work....\$ 44.29	23.28

PLUM0460-002 09/01/2024

Rates	Fringes
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PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration).....\$ 59.48	26.61
China Lake, Marine Warfare Training Center.....\$ 69.98	26.61
Edwards Air Force Base.....\$ 66.48	26.61

FOOTNOTE: Work from a swinging scaffold, swinging basket,
spider or from a bosun chair: 10% above the regular rate of
pay for that day.

ROOF0027-001 09/01/2024

Rates	Fringes
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ROOFER.....\$ 45.76	16.86
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FOOTNOTE: Work with pitch, pitch base of pitch impregnated
products or any material containing coal tar pitch, on any
building old or new, where both asphalt and pitchers are
used in the application of a built-up roof or tear off:
\$2.00 per hour additional.

SFCA0669-007 01/01/2025

Rates	Fringes
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SPRINKLER FITTER.....\$ 47.45	28.50
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SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates	Fringes
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SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work.....\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...\$ 56.95	30.04

SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North
of a straight line drawn between Gorman and Big Pines including

Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.98	29.24

TEAM0011-002 07/01/2024		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.59	34.34
GROUP 2.....	\$ 39.74	34.34
GROUP 3.....	\$ 39.87	34.34
GROUP 4.....	\$ 40.06	34.34
GROUP 5.....	\$ 40.09	34.34
GROUP 6.....	\$ 40.12	34.34
GROUP 7.....	\$ 40.37	34.34
GROUP 8.....	\$ 40.62	34.34
GROUP 9.....	\$ 40.82	34.34
GROUP 10.....	\$ 41.12	34.34
GROUP 11.....	\$ 41.62	34.34
GROUP 12.....	\$ 42.05	34.34

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
 El Centro Naval Facility, Fort Irwin, Marine Corps
 Logistics Base at Nebo & Yermo, Mountain Warfare Training
 Center, Bridgeport, Point Arguello, Point Conception,
 Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
 axles; Traffic control pilot car excluding moving heavy
 equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
 axles; Boot person; Cement mason distribution truck; Fuel
 truck driver; Water truck - 2 axle; Dump truck, less than
 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
 truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
 person (\$0.50 additional for tire person); Pipeline and
 utility working truck driver, including winch truck and
 plastic fusion, limited to pipeline and utility work;
 Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
 6-1/2 yds. water level and over; Vehicle or combination of
 vehicles - 4 or more axles; Oil spreader truck; Dump truck,
 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
 Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for

this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

**COUNTY OF KERN
PLANNING AND NATURAL RESOURCES DEPARTMENT**

SMALL BUSINESS AFFIRMATIVE ACTION PLAN

PURPOSE: This Plan contains policies, procedures, and contract clauses applicable to the objective of facilitating maximum practicable opportunity for participation of small businesses (SBs) in Community Development Block Grant (CDBG) funded contracts at both the prime and subcontract level. This Plan is designed to carry out the procurement standards found at 24 CFR 85.36(e).

GENERAL APPROACH: The Kern County Planning and Natural Resources Department (PLNR) is charged with facilitating the participation of small businesses in CDBG funded contracts and will administer an affirmative action plan which, at a minimum, shall provide for the following:

- I. Seek out small businesses and facilitate the placement of such concerns on the County's SB source list;
- II. Solicit offers from the small businesses on the County's SB source list;
- III. Counsel small businesses, with respect to business opportunities, for the purpose of enhancing their potential participation in CDBG funded contracts;
- IV. Ensure small businesses will have an equitable opportunity to compete for contracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules, to facilitate as practicable, the participation of small businesses;
- V. Establish operating procedures which accomplish these general requirements;
- VI. Maintain records showing small businesses on the County's SB source list, and dollar value of awards to such concerns;
- VII. Obtain data on subcontract awards to small businesses from prime contractors which have the "Small Business Subcontracting Program" clause (Exhibit "B") in their contracts;
- VIII. Submit reports at such times, and in such form, as established by the U. S. Department of Housing and Urban Development (HUD);
- IX. Provide that the policies and procedures established in this Plan shall also apply to those firms certified as **WOMAN BUSINESS ENTERPRISES** (WBEs);
- X. Establish a method for referral of any written discrimination complaints received by the County to HUD's Fair Housing or Equal Opportunity Office; and
- XI. Establish an appeal procedure to the Director of the PLNR for contractors or apparent low bidders who the SB Liaison Officer determines have not taken the necessary affirmative steps to comply with this Plan or meet SB participation objectives. The decision, on appeal, of the PLNR Director shall be final.

RESPONSIBILITY: The Small Business Liaison Officer for the PLNR and its CDBG funded projects will be the Business Manager, (661) 862-5050, for said Program. Those tasks generally described in the General Approach section of this Plan are the responsibilities of the SB Liaison

Officer. The Business Manager/SB Liaison Officer will be assigned such staff as is necessary to implement the provisions of this Plan and shall report to the PLNR Director.

PROCEDURE:

I. APPLICATION - The Plan set forth herein shall apply to contracts for goods, services, and construction involving CDBG funding of more than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11) (currently set at \$250,000).

II. DEFINITIONS

- A. Small Business or SB: A business, including its affiliates, that is independently owned and operated, not dominant in its field of operation in which it is bidding for government contracts, and qualified as a small business under the criteria in 13 CFR part 121. The size criterion entitled "Small Business Size Standards" has been attached to this Plan as Exhibit "C" and is incorporated herein as if set forth in full.
- B. Contract: An agreement for goods, services, and construction, between the County of Kern or its subgrantees and a bidder, involving more than \$250,000 in CDBG funds.
- C. Contractor: The individual, partnership, corporation, joint venture or other legal entity entering into a contract with the County of Kern or its subgrantees.
- D. Subcontractor: Any person, firm, association, or corporation entering into a subcontract with a contractor or higher-tier subcontractor.
- E. HUD: United States Department of Housing and Urban Development.
- F. Woman Business Enterprise or WBE: A business, at least 50 percent of which is owned by women; or in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by women.

III. Specific Duties of SB Liaison Officer

- A. Policy - The SB Liaison Officer with direction from the PLNR Director will establish policy for the administration of this Plan. At a minimum such policy shall require the County or its designee to:
 - 1. Utilize small businesses on all contracts for construction involving CDBG funding of more than the simplified acquisition threshold, fixed at 41 U.S.C. 403 (11) (currently set at \$250,000), to the maximum extent feasible.
 - 2. Require contractors bidding on a CDBG funded project to:
 - a. Abide by the provisions of this Plan as contained in the "Small Business Participation Requirements " and "Small Business Subcontracting Program" contract clauses attached hereto as Exhibits "A" and "B", respectively and incorporated herein as if set forth in full.
 - b. Make the maximum attempt feasible to achieve the County's objective for SB participation in CDBG funded contracts.
 - 3. Examine contractor's SB affirmative action efforts in view of:

- a. Opportunities for SBs as subcontractors.
 - b. Small business population of Kern County.
 - c. Any existing SB programs being utilized in Kern County by State, Federal or other local jurisdictions.
 - d. Availability of certified SB firms.
 - e. Past experience with SB contracting on similar projects.
4. Actively promote the SB Affirmative Action Plan by:
- a. Publishing notice of the PLNR SB Plan as adopted by the County in small business and other local media; informing the public that comments for informational purposes only will be accepted by the County for 45 days from the date of notice.
 - b. Maintaining a SB Directory;
 - 1. Consisting of SB name, address, telephone number, ethnicity and gender data, ownership, type of work performed, including NAICS code, and State contractor's license number.
 - 2. Compiled from the SB Liaison Officer's solicitation of SBs for inclusion on said Directory, from the list of SBs certified by the California Department of Transportation, and from any SB Directories produced by local Small Business Development Centers.
 - 3. With the small business status of each listed SB certified via use of "Small Business and Woman Business Enterprise Questionnaire" (SBQSTN) attached hereto as Exhibit "D" and incorporated herein by this reference as if set forth in full.
 - c. Providing interested parties with access to the current SB Directory, including contracting firms doing regular business with the County, project engineers, SB firms, and small business assistance agencies and service organizations.
 - d. Transmitting notices inviting project bids/proposals to certified SBs and agencies servicing small businesses.
 - e. Ensuring all project bid solicitations (Notices to Contractors) appearing in news media clearly stipulate to the County's objective of maximum practical opportunity for participation of SBs in CDBG funded contracts.
 - f. Providing technical assistance to SBs including, but not limited to, the areas of CDBG contracts administration, bonding, assembling bid proposal packets, and introduction to contractors seeking SBs for project work.
 - g. Advising all County departments, Cooperation Cities, and other entities implementing CDBG funded projects of this Plan and the requirement for compliance with its provisions.
5. Advertise for small subcontractors, via a "Notice to Subcontractors", on behalf of the potential project prime contractors/bidders.

- B. Contract Administration - The SB Liaison Officer will promote this Plan by requiring project contractors to comply with the "Small Business Participation Requirements" contract clause, attached hereto as Exhibit "A", contained in bid specifications or request for proposal packages and further described and explained at pre-bid or preproposal conferences.
- C. Contract Compliance - To document compliance with this Plan the SB Liaison Officer shall:
1. Develop such reporting and documentation systems as are required pursuant to CDBG regulation to report on the activities and results of this Plan.
 2. Monitor SB compliance during the course of contract completion.
 3. Require bidding contractors to submit documentation verifying attainment of SB objectives/goals with their bid on Form SB-241, "Small Business and Woman Business Enterprise Utilization Bid Submission to the County of Kern", attached hereto as part of the bid submission forms and incorporated herein by this reference as if set forth in full. If the objectives/goals are not achieved, submission of documentation showing the necessary affirmative steps taken, as outlined in the "Small Business Participation Requirements" contract clause attached hereto as Exhibit "A", shall be required. Contractors may document their efforts on Form SB-242, "List of Necessary Affirmative Steps Taken To Involve Small Businesses (SBs)", attached hereto as part of the bid submission forms and incorporated herein by this reference as if set forth in full.

SMALL BUSINESS PARTICIPATION REQUIREMENTS

(Applies only to projects where CDBG funding is more than \$250,000 and less than \$750,000)

- I. It is the policy of the HUD that small businesses and women business enterprises shall have the maximum practicable opportunity to participate in the performance of HUD funded contracts.
- II. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. Contractors may rely on written representations by subcontractors regarding their status as small businesses in lieu of an independent investigation.
- III. A Small Business (SB) is a business, including its affiliates, which is independently owned and operated, not dominant in its field of operation in which it is bidding for government contracts, and qualified as a small business under the criteria in 13 CFR part 121. The size criterion entitled "Small Business Size Standards" is within this bid specification or request for proposal package for reference.
- IV. Bidding Contractors shall make the maximum attempt feasible to achieve the County's objective for SB participation in CDBG funded contracts by performing the contract administration and compliance steps as follows:
 - A. Contract Administration: The contractor shall insert this clause in any subcontract involving CDBG funding of more than the simplified acquisition threshold, fixed at 41 U.S.C. 403 (11) (currently set at \$250,000), monitor the subcontractor's compliance, and maintain records of such compliance.
 - B. Contract Compliance: The Contractor shall evidence his/her understanding of and intent to comply with the County's PLNR SB Plan by submitting, as an integral part of his/her bid, the following:
 1. To verify attainment of County's SB goals **submit, with bid**, Form SB-241 "SMALL BUSINESS AND WOMAN BUSINESS ENTERPRISE UTILIZATION BID SUBMISSION TO THE COUNTY OF KERN"; and
 2. When non-attainment occurs, **submit, with bid**, Form SB-242, "LIST OF NECESSARY AFFIRMATIVE STEPS TAKEN TO INVOLVE SMALL BUSINESSES (SBs)", including any additional documentation which provides evidence of the contractor's efforts to attain the County's SB goals, which is to include the following:
 - a. Statement of contractor's efforts to enter into direct contact with SBs.
 - b. Report of responses received from SBs, including proposals or bids and the contractor's response thereto.
 - c. Copies of correspondence sent to groups and individual SBs as notification of the contractor's intent to contract with SBs.
 - d. Report of specific contacts with small contractor's associations, small business development centers, or any other agency which may disseminate bid information to SBs.
 - e. Description of specific efforts undertaken by prime contractors to encourage subcontractors to obtain SB participation.

The bid forms section within this bid specification or request for proposal package includes both SB Forms. Bidders are hereby notified that in the event they do not meet the County's SB goal, their firm can still receive a CDBG funded contract if they performed all of the listed steps.

- V. Bidders are hereby notified that the text of the entire SB Plan is available at PLNR upon request.

SMALL BUSINESS SUBCONTRACTING PROGRAM

(Applies only to projects where CDBG funding is more than \$750,000)

- I. The Contractor agrees to establish and conduct a program which will enable small businesses to be considered fairly as subcontractors under this contract. The term "small business", as used in this clause, is defined at III. of the "Small Business Participation Requirements" contract clause. In this connection, the Contractor shall:
 - A. Designate a liaison officer who will administer the Contractor's Small Business Subcontracting Program.
 - B. Provide adequate and timely consideration of the potentialities of known small businesses in all "make-or-buy" decisions.
 - C. Assure small businesses will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small businesses.
 - D. Submit periodic reports of subcontracting to small businesses with respect to the records referred to in subparagraph (5), in such form and manner and at such time (not more often than quarterly) as PLNR's SB Liaison Officer may prescribe.
 - E. Maintain records showing (i) procedures adopted to comply with the policies set forth in this clause, including the establishment of a source list of small businesses, (ii) awards to small businesses on the source list, and (iii) specific efforts to identify and award contracts to small businesses.
 - F. Cooperate with PLNR's SB Liaison Officer in any studies and surveys; he/she may conduct, regarding small business procedures and practices of prime contractors.
- II. The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$750,000, provisions which shall conform substantially to the language of this clause, including this paragraph II, and to notify the SB Liaison Officer of the names of such subcontractors.

SMALL BUSINESS SIZE STANDARDS

(November 2023)

13 CFR 121.201 is incorporated herein as if set forth in full. The size standards for industries deemed applicable by PLNR have been excerpted and are listed below by North American Industry Classification System (NAICS) codes.

The size standards are expressed either in number of employees or annual receipts in millions of dollars, unless otherwise specified. The number of employees or annual receipts indicates the maximum allowed for a business and its affiliates to be considered small.

NAICS codes	NAICS U.S. industry title	Size standards in millions of dollars	Size standards in number of employees
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Sector 23—Construction			
Subsector 236—Construction of Buildings			
236115	New Single-family Housing Construction (Except For-Sale Builders)	\$45.0	
236116	New Multifamily Housing Construction (except For-Sale Builders)	\$45.0	
236117	New Housing For-Sale Builders	\$45.0	
236118	Residential Remodelers	\$45.0	
236210	Industrial Building Construction	\$45.0	
236220	Commercial and Institutional Building Construction	\$45.0	
Subsector 237—Heavy and Civil Engineering Construction			
237110	Water and Sewer Line and Related Structures Construction	\$45.0	
237120	Oil and Gas Pipeline and Related Structures Construction	\$45.0	
237130	Power and Communication Line and Related Structures Construction	\$45.0	
237210	Land Subdivision	\$34.0	
237310	Highway, Street, and Bridge Construction	\$45.0	
237990	Other Heavy and Civil Engineering Construction	\$45.0	
<i>Except,</i>	Dredging and Surface Cleanup Activities ²	\$37.0 ²	
Subsector 238—Specialty Trade Contractors			
238110	Poured Concrete Foundation and Structure Contractors	\$19.0	
238120	Structural Steel and Precast Concrete Contractors	\$19.0	
238130	Framing Contractors	\$19.0	

238140	Masonry Contractors	\$19.0	
238150	Glass and Glazing Contractors	\$19.0	
238160	Roofing Contractors	\$19.0	
238170	Siding Contractors	\$19.0	
238190	Other Foundation, Structure, and Building Exterior Contractors	\$19.0	
238210	Electrical Contractors and Other Wiring Installation Contractors	\$19.0	
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$19.0	
238290	Other Building Equipment Contractors	\$22.0	
238310	Drywall and Insulation Contractors	\$19.0	
238320	Painting and Wall Covering Contractors	\$19.0	
238330	Flooring Contractors	\$19.0	
238340	Tile and Terrazzo Contractors	\$19.0	
238350	Finish Carpentry Contractors	\$19.0	
238390	Other Building Finishing Contractors	\$19.0	
238910	Site Preparation Contractors	\$19.0	
238990	All Other Specialty Trade Contractors	\$19.0	
Except,	Building and Property Specialty Trade Services ¹³	\$19.0 ¹³	
Sector 54—Professional, Scientific and Technical Services			
Subsector 541—Professional, Scientific and Technical Services			
541110	Offices of Lawyers	\$15.5	
541191	Title Abstract and Settlement Offices	\$19.5	
541199	All Other Legal Services	\$20.5	
541211	Offices of Certified Public Accountants	\$26.5	
541213	Tax Preparation Services	\$25.0	
541214	Payroll Services	\$39.05	
541219	Other Accounting Services	\$25.0	
541310	Architectural Services	\$12.5	
541320	Landscape Architectural Services	\$9.0	
541330	Engineering Services	\$25.5	
Except,	Military and Aerospace Equipment and Military Weapons	\$47.0	
Except,	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	\$47.0	

Except,	Marine Engineering and Naval Architecture	\$47.0	
541340	Drafting Services	\$9.0	
541350	Building Inspection Services	\$11.5	
541360	Geophysical Surveying and Mapping Services	\$28.5	
541370	Surveying and Mapping (except Geophysical) Services	\$19.0	
541380	Testing Laboratories	\$19.0	
541410	Interior Design Services	\$9.0	
541420	Industrial Design Services	\$17.0	
541430	Graphic Design Services	\$9.0	
541490	Other Specialized Design Services	\$13.5	
541511	Custom Computer Programming Services	\$34.0	
541512	Computer Systems Design Services	\$34.0	
541513	Computer Facilities Management Services	\$37.0	
541519	Other Computer Related Services	\$34.0	
Except,	Information Technology Value Added Resellers ¹⁸		150 ¹⁸
541611	Administrative Management and General Management Consulting Services	\$24.5	
541612	Human Resources Consulting Services	\$29.0	
541613	Marketing Consulting Services	\$19.0	
541614	Process, Physical Distribution and Logistics Consulting Services	\$20.0	
541618	Other Management Consulting Services	\$19.0	
541620	Environmental Consulting Services	\$19.0	
541690	Other Scientific and Technical Consulting Services	\$19.0	
541713	Research and Technology in Nanotechnology ¹¹		
541714	Research and Development in Biotechnology ¹¹ (except Nanotechnology)		1,000 ¹¹
541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology) ¹¹		1,000 ¹¹
Except,	Aircraft, Aircraft Engine, and Engine Parts ¹¹		¹¹ 1,500
Except,	Other Aircraft Parts and Auxiliary Equipment ¹¹		¹¹ 1,250
Except,	Guided Missiles and Space Vehicles, Their Propulsion Units and Propulsion Parts ¹¹		¹¹ 1,300

541720	Research and Development in the Social Sciences and Humanities	\$28.0	
541810	Advertising Agencies ¹⁰	\$25.5 ¹⁰	
541820	Public Relations Agencies	\$19.0	
541830	Media Buying Agencies	\$32.5	
541840	Media Representatives	\$21.0	
541850	Outdoor Advertising	\$34.5	
541860	Direct Mail Advertising	\$22.0	
541870	Advertising Material Distribution Services	\$28.5	
541890	Other Services Related to Advertising	\$19.0	
541910	Marketing Research and Public Opinion Polling	\$22.5	
541921	Photography Studios, Portrait	\$16.0	
541922	Commercial Photography	\$9.0	
541930	Translation and Interpretation Services	\$22.5	
541940	Veterinary Services	\$10.0	
541990	All Other Professional, Scientific and Technical Services	\$19.5	

Footnotes:

2. *NAICS code 237990—Dredging:* To be considered small for purposes of Government procurement, a firm must perform at least 40 percent of the volume dredged with its own equipment or equipment owned by another small dredging concern.

10. *NAICS codes 488510 (excluding the exception) 531210, 541810, 561510, 561520, and 561920—*As measured by total revenues, but excluding funds received in trust for an unaffiliated third party, such as bookings or sales subject to commissions. The commissions received are included as revenues.

11. *NAICS code 541713, 571714 and 541715—*

(a) “Research and Development” means laboratory or other physical research and development. It does not include economic, educational, engineering, operations, systems, or other nonphysical research; or computer programming, data processing, commercial and/or medical laboratory testing.

(b) For research and development contracts requiring the delivery of a manufactured product, the appropriate size standard is that of the manufacturing industry.

(c) For purposes of the Small Business Innovation Research (SBIR) program only, a different definition has been established by law. See §121.701 of these regulations.

(d) “Research and Development” for guided missiles and space vehicles includes evaluations and simulation, and other services requiring thorough knowledge of complete missiles and spacecraft.

13. *NAICS code 238990—Building and Property Specialty Trade Services:* If a procurement requires the use of multiple specialty trade contractors (*i.e.*, plumbing, painting, plastering, carpentry, etc.), and no specialty trade accounts for 50% or more of the value of the

procurement, all such specialty trade contractors activities are considered a single activity and classified as Building and Property Specialty Trade Services.

1. 18. *NAICS code 541519*—An Information Technology Value Added Reseller (ITVAR) provides a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant value added services. Significant value added services consist of, but are not limited to, configuration consulting and design, systems integration, installation of multi-vendor computer equipment, customization of hardware or software, training, product technical support, maintenance, and end user support. For purposes of Government procurement, an information technology procurement classified under this exception and 150-employee size standard must consist of at least 15% and not more than 50% of value added services, as measured by the total contract price. In addition, the offeror must comply with the manufacturing performance requirements, or comply with the non-manufacturer rule by supplying the products of small business concerns, unless SBA has issued a class or contract specific waiver of the non-manufacturer rule. If the contract consists of less than 15% of value added services, then it must be classified under a NAICS manufacturing industry. If the contract consists of more than 50% of value added services, then it must be classified under the NAICS industry that best describes the predominate service of the procurement.

**COUNTY OF KERN
PLANNING AND NATURAL RESOURCES DEPARTMENT
SMALL BUSINESS AND WOMAN BUSINESS ENTERPRISE QUESTIONNAIRE**

1. _____

Name of Firm

2. _____

Business Address

City

State

Zip

3. _____

**Name of Person to Contact
(list only one)**

**Telephone No.
(list only one)**

4. A. Type of Ownership **CHECK ONE ONLY**

___ Sole Ownership ___ Partnership ___ Joint Venture ___ Other ___ Corporation

B. Ownership Status **CHECK ALL THAT APPLY**

___ Woman ___ Non-Woman ___ Minority Owned - **OWNERSHIP MUST BE 51% OR MORE**

5. Contractor's License Nos.

A. License Class ___ No. ___ Expiration Date ___ B. License Class ___ No. ___ Expiration Date ___

Name of License Qualifying Individual _____ Name of License Qualifying Individual _____

6. Nature of Firm's Business: _____

_____ NAICS Code _____ Years in Business _____

Does the Business meet the applicable size standard of a 'Small Business' as indicated on the COUNTY OF KERN PLANNING AND NATURAL RESOURCES DEPARTMENT SMALL BUSINESS AFFIRMATIVE ACTION PLAN's Exhibit "C" entitled "Small Business Size Standards"?

[] Yes [] No

7. Identify all individuals who own 5% or more of this firm. (Also, please list on another sheet, the contributions of money, equipment, real estate, or expertise of each of the owners, if any)

Name:	Sex	Years Owned	% Owned	% Voting
[] Black [] Asian/Pacific Islander [] Hispanic**				
[] Amer. Indian/Alaskan Native [] Hasidic Jew [] White				
Name:				
[] Black [] Asian/Pacific Islander [] Hispanic**				
[] Amer. Indian/Alaskan Native [] Hasidic Jew [] White				
Name:				
[] Black [] Asian/Pacific Islander [] Hispanic **				
[] Amer. Indian/Alaskan Native [] Hasidic Jew [] White				

**Person of Spanish culture with origins in Mexico, South/Central America or Caribbean Islands, regardless of race, are considered to be Hispanic as defined in the Equal Opportunity Regulations.

8. Are you authorized to do business in California as well as locally, including all necessary business licenses?		[] YES	[] NO
9. Is your firm registered as a small business with:			
State of California, Department of General Services, Office of Small Business Certification and Resources		[] YES	[] NO
A Federal Agency Office of Small Disadvantaged Business Utilization		[] YES	[] NO
10. Indicate if this firm or other firms with any of the same officers have previously received or been denied certification or participation as a SB and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.			

VERIFICATION

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (name or firm) as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the County of Kern Planning and Natural Resources Department current, complete and accurate information regarding actual work performed on the project, the payment thereof and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

NOTE: If, after filing this schedule, and before the work on any contract covered by this regulation, there is any significant change in the information submitted, you must inform the County of the change, either through the prime contractor or to the County directly.

Date

Contractor/Subcontractor

Signature

Title

Small Business Subcontracting

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Aerial Surveys							
Radman Aerial Surveys	6220 24th St	Sacramento	CA	95822	(916) 391-1651	(916) 391-6537	radaerial@aol.com
Air Conditioning/HVAC							
MRV Service Air Inc.	PO Box 535	Delano	CA	93215	(661) 725-3400		mrviceair@sbcglobal.net
Architecture							
Ordiz-Melby Architects, Inc.	5500 Ming Ave, Ste 280	Bakersfield	CA	93309	(661) 832-5258	(661) 832-4291	dordiz@ordizmelby.com
Asbestos Abatement							
Graham Prewett, Inc.	2773 N Business Park Ave #102	Fresno	CA	93727	(559) 291-3741	(559) 291-5082	
Awnings							
C & H Fence & Patio	PO Box 490	Delano	CA	93216	(661) 725-3600		
Backhoe Services							
Golden Construction & Excavation	PO Box 81318	Bakersfield	CA	93380	(661) 391-4545		
Boring							
Ayala Boring, Inc.	10150 Poplar Ave	Fontana	CA	92335	(909) 350-8940		
Boring/Pipe Jacking							
Ayala Boring, Inc.	10150 Poplar Ave	Fontana	CA	92335	(909) 350-8940		
Concrete							
Cali Concrete Corporation	117 Mugsy Ave	Bakersfield	CA	93307	(661) 398-8143		
Central California Construction, Inc.	7221 Downing Ave	Bakersfield	CA	93308	(661) 588-5054	(661) 587-9393	
MBC Concrete	1605 Wedgewood Dr	Bakersfield	CA	93311	(661) 871-6996	(661) 706-1188	

Small Business Subcontracting

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Concrete							
Construction and Landscape			CA	93311		(661) 706-1188	
Concrete Sawcutting							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Consulting							
M. H. Wolfe & Associates	PO Box 10254	Bakersfield	CA	93389	(661) 837-1169	(661) 837-8467	mwolfe@mhwolfeassoc.com
Consulting-Environmental							
M. H. Wolfe & Associates	PO Box 10254	Bakersfield	CA	93389	(661) 837-1169	(661) 837-8467	mwolfe@mhwolfeassoc.com
Consulting-Geo							
See's Consulting and Testing	4644 East Carmen Ave	Fresno	CA	93703	(559) 452-0100	(559) 452-0400	engineer@seesconsulting.com
Core Drilling							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Doors							
JCI Chavez Construction Inc.	115 N American St	Ridgecrest	CA	93555	(760) 608-7426		
Drywall							
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us
Earthwork & Paving							
Environmental Concepts	27801 Hale Ct	Tehachapi	CA	93561	(661) 821-5402		
Electrical							
Bronco Electric, Inc.	1711 Art Street	Bakersfield	CA	93312	(661) 589-9439	(661) 588-2220	bsmith@broncoelectric.com
Loop Electric Inc.	7040 Downing Ave	Bakersfield	CA	93308	(661) 588-0577	(661) 588-2230	kim@loopelectric.com

Small Business Subcontracting

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Electrical							
Pavletich Electric and Communications Inc.	6308 Seven Seas Ave	Bakersfield	CA	93308	(661) 589-9473	(661) 589-0533	jpaveltich@pavelectric.com
Environmental Services							
J. Torres Company Inc.	PO Box 41105	Bakersfield	CA	93384	(661) 832-2635		
Erosion Control							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Excavation							
J. Torres Company Inc.	PO Box 41105	Bakersfield	CA	93384	(661) 832-2635		
Fencing							
Ace Fence Company	15135 Salt Lake Ave	City of Industry	CA	91746-3316	(626) 333-0727		
C & H Fence & Patio	PO Box 490	Delano	CA	93216	(661) 725-3600		
Golden Empire Concrete Products, Inc.	8261 McCutchen Road	Bakersfield	CA	93311	(661) 833-4490	(661) 280-5626	anna@structurecast.com
General							
Super Seal & Stripe	PO Box 755	Fillmore	CA	93016	(805) 524-7345		
Superior Construction	4241 E Brundage Ln	Bakersfield	CA	93306	(661) 588-0552		
Vortex Construction	320 Butte St	Bakersfield	CA	93305	(661) 324-5846		
General Building							
Bakersfield Shingles Wholesale	PO Box 70272	Bakersfield	CA	93387	(661) 327-7663		
Cali Concrete Corporation	117 Mugsy Ave	Bakersfield	CA	93307	(661) 398-8143		
Cramer Construction	5215 Winterwood Ct	Bakersfield	CA	93313	(661) 496-6599		cramerconstruction@aol.com

Small Business Subcontracting

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
General Building							
Golden Empire Concrete Products, Inc.	8261 McCutchen Road	Bakersfield	CA	93311	(661) 833-4490	(661) 280-5626	anna@structurecast.com
Graham Prewett, Inc.	2773 N Business Park Ave #102	Fresno	CA	93727	(559) 291-3741	(559) 291-5082	
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us
JCJ Chavez Construction Inc.	115 N American St	Ridgecrest	CA	93555	(760) 608-7426		
General Engineering							
Cen-Cal Construction	10112 Revere Beach Dr	Bakersfield	CA	93314	(661) 399-3759	(661) 399-3812	jplank@cen-calconstruction
Diversified Construction Selections, Inc.	PO Box 81563	Bakersfield	CA	93380	(661) 392-7900		
Graham Prewett, Inc.	2773 N Business Park Ave #102	Fresno	CA	93727	(559) 291-3741	(559) 291-5082	
Loop Electric Inc.	7040 Downing Ave	Bakersfield	CA	93308	(661) 588-0577	(661) 588-2230	kim@loopelectric.com
Superior Construction	4241 E Brundage Ln	Bakersfield	CA	93306	(661) 588-0552		
Geotech Engineering							
See's Consulting and Testing	4644 East Carmen Ave	Fresno	CA	93703	(559) 452-0100	(559) 452-0400	engineer@seesconsulting.com
Geotechnical							
See's Consulting and Testing	4644 East Carmen Ave	Fresno	CA	93703	(559) 452-0100	(559) 452-0400	engineer@seesconsulting.com
Glazing							
Action Glass, Inc.	2300 "Q" St	Bakersfield	CA	93301	(661) 633-9618		

Small Business Subcontracting

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Grinding							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Hydroseeding							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Industrial Chemicals							
Environmental Concepts	27801 Hale Ct	Tehachapi	CA	93561	(661) 821-5402		
Insulation							
Broken Drum Insulation Visalia Inc.	PO Box 80547	Bakersfield	CA	93380	(661) 627-1032		
Landscape/Irrigation							
American Hydrotech, Inc.	6751 McDivitt Dr	Bakersfield	CA	93313	(661) 832-0123	(661) 396-2399	
Landscaping							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
MBC Concrete Construction and Landscape	1605 Wedgewood Dr	Bakersfield	CA	93311	(661) 871-6996	(661) 706-1188	
Landscaping/Erosion Control							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Masonry							
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us
Paving							
Kern Asphalt Paving & Sealing Company, Inc.	2000 Norris Rd	Bakersfield	CA	93308	(661) 391-8000		humanresource@kernasphalt.com

Small Business Subcontracting

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Plastering							
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us
Hector Rodriguez Plastering	PO Box 1894	Bakersfield	CA	93303	(661) 588-0981	(661) 588-0981	h.rodplastering@yahoo.com
Plumbing							
GRC Plumbing	4400 Peale Way	Bakersfield	CA	93311	(661) 487-5277		
Sunset Mechanical & Construction Inc.	PO Box 60527	Bakersfield	CA	93386-0527	(661) 322-0660		
Precast Concrete							
Golden Empire Concrete Products, Inc.	8261 McCutchen Road	Bakersfield	CA	93311	(661) 833-4490	(661) 280-5626	anna@structurecast.com
Revegetation							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Roofing							
Bakersfield Shingles Wholesale	PO Box 70272	Bakersfield	CA	93387	(661) 327-7663		
Garcia Roofing, Inc.	PO Box 70250	Bakersfield	CA	93307-2741	(661) 325-5736		deniceschweer@hotmail.com
Graham Prewett, Inc.	2773 N Business Park Ave #102	Fresno	CA	93727	(559) 291-3741	(559) 291-5082	
Sawcutting							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Scaffolding							
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us

Small Business Subcontracting

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Seal Coating							
Super Seal & Stripe	PO Box 755	Fillmore	CA	93016	(805) 524-7345		
Sheet Metal							
Graham Prewett, Inc.	2773 N Business Park Ave #102	Fresno	CA	93727	(559) 291-3741	(559) 291-5082	
Signs							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Site Preparation							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Striping							
Super Seal & Stripe	PO Box 755	Fillmore	CA	93016	(805) 524-7345		
Surveying & Mapping							
Radman Aerial Surveys	6220 24th St	Sacramento	CA	95822	(916) 391-1651	(916) 391-6537	radaerial@aol.com
Sweep/Striping							
Harker Striping & Signage	16010 Tradition Ct	Bakersfield	CA	93314	(661) 589-1810		
Tile							
Trevizo Tile & Stone	730 S Beckman Rd, Ste D	Lodi	CA	95240	(209) 367-8863		hugo@trevizotile.com
Traffic Control							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Loop Electric Inc.	7040 Downing Ave	Bakersfield	CA	93308	(661) 588-0577	(661) 588-2230	kim@loopelectric.com
Transportation							
J. Torres Company Inc.	PO Box 41105	Bakersfield	CA	93384	(661) 832-2635		

Small Business Subcontracting

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
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Trucking

Golden Construction & Excavation	PO Box 81318	Bakersfield	CA	93380	(661) 391-4545		
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Underground Construction

Golden Construction & Excavation	PO Box 81318	Bakersfield	CA	93380	(661) 391-4545		
Kern Pacific Construction Company	4001 Patton Way, Unit 1	Bakersfield	CA	93308	(661) 587-6173		

Underground Pipeline

Kelley's Underground Construction, Inc.	22411 Hwy 18	Apple Valley	CA	93207	(760) 247-6537		
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Water/Sewer Construction

Golden Construction & Excavation	PO Box 81318	Bakersfield	CA	93380	(661) 391-4545		
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Minority Business Enterprise

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Air Conditioning/HVAC							
MRV Service Air Inc.	PO Box 535	Delano	CA	93215	(661) 725-3400		mrvserviceair@sbcglobal.net
Oasis Air Conditioning, Inc.	1000 E Truxtun Ave, Ste 1	Bakersfield	CA	93305	(661) 322-2665	(661) 322-6889	info@322cool.com
Architecture							
Ordiz-Melby Architects, Inc.	5500 Ming Ave, Ste 280	Bakersfield	CA	93309	(661) 832-5258	(661) 832-4291	dordiz@ordizmelby.com
Awnings							
C & H Fence & Patio	PO Box 490	Delano	CA	93216	(661) 725-3600		
Blueprinting							
Blueprint Service Co.	1100 18th St	Bakersfield	CA	93301-4622	(661) 327-2501		
Boring							
Ayala Boring, Inc.	10150 Poplar Ave	Fontana	CA	92335	(909) 350-8940		
Boring/Pipe Jacking							
Ayala Boring, Inc.	10150 Poplar Ave	Fontana	CA	92335	(909) 350-8940		
Concrete							
Cali Concrete Corporation	117 Mugsy Ave	Bakersfield	CA	93307	(661) 398-8143		
MBC Concrete Construction and Landscape	1605 Wedgewood Dr	Bakersfield	CA	93311	(661) 871-6996	(661) 706-1188	
Concrete Precast							
Code Precast Products, Inc.	PO Box 879	Shafter	CA	93263	(661) 746-0466	(661) 746-3716	abran@codeprecast.com
Concrete Sawcutting							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Consulting-Geo							
See's Consulting and Testing	4644 East Carmen Ave	Fresno	CA	93703	(559) 452-0100	(559) 452-0400	engineer@seesconsulting.com

Minority Business Enterprise

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Core Drilling							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Doors							
JCJ Chavez Construction Inc.	115 N American St	Ridgecrest	CA	93555	(760) 608-7426		
Drywall							
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us
Earthwork & Paving							
Environmental Concepts	27801 Hale Ct	Tehachapi	CA	93561	(661) 821-5402		
Electrical							
Diversified Utility Services, Inc.	PO Box 80417	Bakersfield	CA	93380	(888) 424-3011		
EVT Electric	8504 Landsdowne St	Bakersfield	CA	93313	(661) 834-2357		
Environmental Services							
J. Torres Company Inc.	PO Box 41105	Bakersfield	CA	93384	(661) 832-2635		
Erosion Control							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Excavation							
J. Torres Company Inc.	PO Box 41105	Bakersfield	CA	93384	(661) 832-2635		
Fencing							
Ace Fence Company	15135 Salt Lake Ave	City of Industry	CA	91746-3316	(626) 333-0727		
C & H Fence & Patio	PO Box 490	Delano	CA	93216	(661) 725-3600		

Minority Business Enterprise

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
General							
C & L Construction	900 Alpine Way	Ridgecrest	CA	93555	(760) 375-4066		
D. O. D. Construction	PO Box 70187	Bakersfield	CA	93387	(661) 366-8000		
Vortex Construction	320 Butte St	Bakersfield	CA	93305	(661) 324-5846		
General Building							
Bakersfield Shingles Wholesale	PO Box 70272	Bakersfield	CA	93387	(661) 327-7663		
Cali Concrete Corporation	117 Mugsy Ave	Bakersfield	CA	93307	(661) 398-8143		
Cramer Construction	5215 Winterwood Ct	Bakersfield	CA	93313	(661) 496-6599		cramerconstruction@aol.com
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us
JCI Chavez Construction Inc.	115 N American St	Ridgecrest	CA	93555	(760) 608-7426		
Geotech Engineering							
See's Consulting and Testing	4644 East Carmen Ave	Fresno	CA	93703	(559) 452-0100	(559) 452-0400	engineer@seesconsulting.com
Geotechnical							
See's Consulting and Testing	4644 East Carmen Ave	Fresno	CA	93703	(559) 452-0100	(559) 452-0400	engineer@seesconsulting.com
Grinding							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Hydroseeding							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Industrial Chemicals							
Environmental Concepts	27801 Hale Ct	Tehachapi	CA	93561	(661) 821-5402		
Landscaping							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		

Minority Business Enterprise

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Landscaping							
MBC Concrete Construction and Landscape	1605 Wedgewood Dr	Bakersfield	CA	93311	(661) 871-6996	(661) 706-1188	
Landscaping/Erosion Control							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Masonry							
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us
Painting							
Valenzuela Painting, Inc.	15008 Colonia De Las Rosas	Bakersfield	CA	93306	(661) 873-8944		
Plastering							
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us
Hector Rodriguez Plastering	PO Box 1894	Bakersfield	CA	93303	(661) 588-0981	(661) 588-0981	h.rodplastering@yahoo.com
Plumbing							
GRC Plumbing	4400 Peale Way	Bakersfield	CA	93311	(661) 487-5277		
Sunset Mechanical & Construction Inc.	PO Box 60527	Bakersfield	CA	93386-0527	(661) 322-0660		
Precast Concrete							
Code Precast Products, Inc.	PO Box 879	Shafter	CA	93263	(661) 746-0466	(661) 746-3716	abran@codeprecast.com
Revegetation							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Roofing							
Bakersfield Shingles Wholesale	PO Box 70272	Bakersfield	CA	93387	(661) 327-7663		

Minority Business Enterprise

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Roofing							
Garcia Roofing, Inc.	PO Box 70250	Bakersfield	CA	93307-2741	(661) 325-5736		deniceschweer@hotmail.com
Sawcutting							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Scaffolding							
Grijalva Contractors, Inc.	PO Box 22318	Bakersfield	CA	93390	(661) 587-4067	(661) 587-6937	gary@gc-inc.us
Sewer							
J & S Construction	3231 Belle Terrace	Bakersfield	CA	93309	(661) 834-5549		
Signs							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Site Preparation							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Storm Drain							
J & S Construction	3231 Belle Terrace	Bakersfield	CA	93309	(661) 834-5549		
Tile							
Trevizo Tile & Stone	730 S Beckman Rd, Ste D	Lodi	CA	95240	(209) 367-8863		hugo@trevizotile.com
Traffic Control							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Transportation							
J. Torres Company Inc.	PO Box 41105	Bakersfield	CA	93384	(661) 832-2635		
Water Pipelines							
J & S Construction	3231 Belle Terrace	Bakersfield	CA	93309	(661) 834-5549		

Woman-Owned Small Business

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Aerial Surveys							
Radman Aerial Surveys	6220 24th St	Sacramento	CA	95822	(916) 391-1651	(916) 391-6537	radaerial@aol.com
Backhoe Services							
Golden Construction & Excavation	PO Box 81318	Bakersfield	CA	93380	(661) 391-4545		
Civil Engineering/Land Survey							
Arrow Engineering Services, Inc.	42140 Tenth St West	Lancaster	CA	93534	(661) 940-0043	(661) 949-9775	Bglidden@aesi-consulting.com
Concrete							
Central California Construction, Inc.	7221 Downing Ave	Bakersfield	CA	93308	(661) 588-5054	(661) 587-9393	
Concrete Sawcutting							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Consulting							
Karen Northcutt	PO Box 2893	Lake Isabella	CA	93240	(619) 379-4626		Knorthcutt@earthlink.net
M. H. Wolfe & Associates	PO Box 10254	Bakersfield	CA	93389	(661) 837-1169	(661) 837-8467	mwolfe@mhwolfeassoc.com
Consulting-Environmental							
M. H. Wolfe & Associates	PO Box 10254	Bakersfield	CA	93389	(661) 837-1169	(661) 837-8467	mwolfe@mhwolfeassoc.com
Core Drilling							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Doors							
JCJ Chavez Construction Inc.	115 N American St	Ridgecrest	CA	93555	(760) 608-7426		

Woman-Owned Small Business

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Earthwork & Paving							
Environmental Concepts	27801 Hale Ct	Tehachapi	CA	93561	(661) 821-5402		
Electrical							
Diversified Utility Services, Inc.	PO Box 80417	Bakersfield	CA	93380	(888) 424-3011		
Loop Electric Inc.	7040 Downing Ave	Bakersfield	CA	93308	(661) 588-0577	(661) 588-2230	kim@loopelectric.com
Erosion Control							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Fencing							
Ace Fence Company	15135 Salt Lake Ave	City of Industry	CA	91746-3316	(626) 333-0727		
Golden Empire Concrete Products, Inc.	8261 McCutchen Road	Bakersfield	CA	93311	(661) 833-4490	(661) 280-5626	anna@structurecast.com
General							
Super Seal & Stripe	PO Box 755	Fillmore	CA	93016	(805) 524-7345		
General Building							
Cal Prime Inc	10101 Michele Ave	Bakersfield	CA	93312	(661) 679-6818	(661) 379-8830	
Golden Empire Concrete Products, Inc.	8261 McCutchen Road	Bakersfield	CA	93311	(661) 833-4490	(661) 280-5626	anna@structurecast.com
JCI Chavez Construction Inc.	115 N American St	Ridgecrest	CA	93555	(760) 608-7426		
General Engineering							
Cal Prime Inc	10101 Michele Ave	Bakersfield	CA	93312	(661) 679-6818	(661) 379-8830	
Diversified Construction Selections, Inc.	PO Box 81563	Bakersfield	CA	93380	(661) 392-7900		

Woman-Owned Small Business

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
General Engineering							
Loop Electric Inc.	7040 Downing Ave	Bakersfield	CA	93308	(661) 588-0577	(661) 588-2230	kim@loopelectric.com
Grinding							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Hydroseeding							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Industrial Chemicals							
Environmental Concepts	27801 Hale Ct	Tehachapi	CA	93561	(661) 821-5402		
Landscaping							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Landscaping/Erosion Control							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Oil Products							
Schwartz Oil Co., Inc.	27241 Henry Mayo Dr	Valencia	CA	91355	(661) 259-4000	(661) 257-0137	Trudy@socifuel.com
Petroleum Products							
Schwartz Oil Co., Inc.	27241 Henry Mayo Dr	Valencia	CA	91355	(661) 259-4000	(661) 257-0137	Trudy@socifuel.com
Plumbing							
Sunset Mechanical & Construction Inc.	PO Box 60527	Bakersfield	CA	93386-0527	(661) 322-0660		
Precast Concrete							
Golden Empire Concrete Products, Inc.	8261 McCutchen Road	Bakersfield	CA	93311	(661) 833-4490	(661) 280-5626	anna@structurecast.com

Woman-Owned Small Business

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
Revegetation							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Sawcutting							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Seal Coating							
Super Seal & Stripe	PO Box 755	Fillmore	CA	93016	(805) 524-7345		
Signs							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Site Preparation							
J & M Land Restoration	1640 James Rd	Bakersfield	CA	93308	(661) 872-7039		
Striping							
Super Seal & Stripe	PO Box 755	Fillmore	CA	93016	(805) 524-7345		
Surveying & Mapping							
Radman Aerial Surveys	6220 24th St	Sacramento	CA	95822	(916) 391-1651	(916) 391-6537	radaerial@aol.com
Sweep/Striping							
Harker Striping & Signage	16010 Tradition Ct	Bakersfield	CA	93314	(661) 589-1810		
Traffic Control							
Austin Enterprise	PO Box 81926	Bakersfield	CA	93380	(661) 589-1001		
Loop Electric Inc.	7040 Downing Ave	Bakersfield	CA	93308	(661) 588-0577	(661) 588-2230	kim@loopelectric.com
Trucking							
Golden Construction & Excavation	PO Box 81318	Bakersfield	CA	93380	(661) 391-4545		

Woman-Owned Small Business

Firm Name	Address	City	State	Zip	Phone #	Firm Fax #	Firm Email
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Underground Construction

Golden Construction & Excavation	PO Box 81318	Bakersfield	CA	93380	(661) 391-4545		
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Water/Sewer Construction

Golden Construction & Excavation	PO Box 81318	Bakersfield	CA	93380	(661) 391-4545		
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Other Federal Requirements

Bid Award Registration

In order to be considered responsive, the project Prime Contractor must have an active entity registration with Sam.gov, or its successor website, and all subs, at a minimum, shall be issued a Unique Entity Identification (UEI) number from Sam.gov, or its successor website. Bids will be reviewed for federal exclusions with Sam.gov, or its successor/equivalent website(s), prior to award. Where active exclusions are found involving bidders, it may prevent the award of the project, even if the bid is otherwise considered the lowest, most responsive bid.

Build America, Buy America Act

(As Applicable, based on Grant Year Funding included in Project)

In accordance with the Build America, Buy America Act (BABA), any project with a total cost of more than \$250,000 and utilizing CDBG funds for Infrastructure Projects, as defined under 2 CFR 184.4(d), shall incorporate within the plans and specifications BABA requirements for all iron, steel, manufactured products, or construction materials utilized in the execution of the construction work performed. Any exception to this requirement, must either obtain a waiver or fall within the de minimis thresholds provided under HUD guidelines.

Federal Prevailing Wage Requirements

This Community Development Project is subject to the Davis Bacon Act, the Copeland "Anti-Kick Back" Act, the Equal Employment Opportunity Requirements and the Contract Works Hours and Safety Standards Act. Minimum wage rates as predetermined by the Secretary of Labor are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

MATERIAL COVERED AT PROJECT PRECONSTRUCTION CONFERENCE

PURPOSE

AGENDA

- I. Contractor/Subcontractor Information Sheet Form CDA-100
- II. Section 3 Compliance Instructions
- III. Executive Order No. 11246, amended by Executive Order No. 11375, Equal Employment Opportunity
- IV. Contractor's Ratio of Apprentices to Journeymen AND Proving Employee Apprentice Status
- V. Project Wage Determination
- VI. Fringe Benefit Statement
- VII. U.S. Department of Labor Form WH-347, Weekly Payroll Sheet
- VIII. Working Subcontractors
- IX. Record of Employee Interview, Form HUD 11

PRECONSTRUCTION CONFERENCE

PURPOSE

HUD requires that CDBG recipients hold a conference with the principal project contractor and all available subcontractors prior to the actual start of project construction. Seven days lead notice of conference date is required by HUD. The purpose of the Conference is to inform project contractors of their responsibilities relating to Equal Employment Opportunity, Federal Labor Standards, and general contract compliance.

AGENDA

I. Contractor/Subcontractor Information Sheet, Form CDA-100

- A. Required for completion of County's Contract and Subcontract Activity Report to HUD.
- B. This form is used to document whether the contractor/subcontractor is a:
 - 1. Minority Contractor
 - 2. Woman Contractor
 - 3. Contractor whose contract was procured by Competitive Bidding
- C. Submission is required prior to issuance of "NOTICE TO PROCEED."
- D. Construction cannot start until proper review and approval by County.

II. Section 3 Compliance Instructions

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the HUD financial assistance on this project shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low - and very low - income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent.
- B. Under Part 75, Section 3 applies to those projects that receive HUD financial assistance exceeding \$200,000, for all contracts and subcontracting opportunities. If this project exceeds that assisted threshold, it is subject to the Section 3 requirements. Section 3 does not apply to material supply contracts.
- C. Please consult the Section 3 Compliance Instructions contained in the project

specification manual for more details regarding project Section 3 compliance.

III. **Executive Order No. 11246, amended by Executive Order No. 11375, Equal Employment Opportunity.**

- A. The purpose of Executive Order No. 11246, as amended by Executive Order No. 11375, is to assure that project contractors and subcontractors will not discriminate against project employees in regard to their race, color, religion, sex or national origin.
- B. For federally funded construction contracts in excess of \$10,000, contractors and subcontractors are required to make a good faith effort to ensure that 19.1% of all work hours are performed by minority workers and that 6.9% of all work hours are performed by women.
- C. Written Affirmative Action Plans are required for federally funded construction prime contracts of \$1,000,000 or more and for subcontracts of \$100,000 or more.
- D. All contractors and subcontractors working on federally-assisted construction projects are required, by the U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance Programs (OFFCP) to collect race and gender information on construction employees, classified by trade. This information must be maintained not only for this project, but for all work your firm is performing, whether it is federally funded or not. The U. S. Department of Labor reserves the right to review this information in the future.
- E. HUD may impose sanctions such as contract suspension or termination and/or debarment in future federally funded construction projects in cases of noncompliance.

IV. **Contractor's Ratio of Apprentices to Journeymen AND Proving Employee Apprentice Status**

- A. The purpose of the Contractor's Ratio of Apprentices to Journeymen is to comply with the California Labor Code regarding employment of apprentices on public works projects.
- B. The contractor or subcontractor shall apply for a certificate from the local craft Joint Apprenticeship Council, approving the contractor's or subcontractor's participation in an apprenticeship program.
- C. The ratio of apprentices to journeymen in any craft or trade employed on a public works project is to be no less than one apprentice to each five Journeymen.

- D. Noncompliance requires withholding of fifty dollars (\$50.00) from progress payments for each day of noncompliance.
 - E. For each apprentice listed on project payrolls, the contractor or subcontractor shall submit with the first payroll the apprentice is listed on, current registration information from the U. S. Department of Labor - Office of Apprenticeship. **Copies of Apprentice Agreements will no longer be accepted as proof of registration in an approved program.** ALSO, each apprentice who is listed on project payrolls must have listed for them what type of apprentice (Electrical, Plumbing, Cement Mason, etc.) they are.
- V. **Project Wage Determination**
- A. The Wage Determination lists the minimum wages to be paid all non-supervisory employees.
 - B. Listed are the different Hourly Rates of Pay for all employees depending upon each employee's Labor Classification and Group Number.
 - C. All employees listed on any project payrolls are to be listed by their proper Labor Classification Title and Group Number as found in the project Wage Determination for the type of work they actually perform.
- VI. **Fringe Benefit Statement**
- A. The purpose of the "Fringe Benefit Statement" is to have the contractor/subcontractor provide additional information regarding fringe benefits paid into an "...approved plan, fund, or program."
 - B. Listed are the hourly rates for the various categories of fringe benefits, and the name & address of the fund to which the fringe benefits are being paid into, for each labor classification being used on the job-site.
 - C. The information provided on this Statement is used to assist the project monitor in payroll reviews to verify that employees are receiving the required total wage package (the basic rate plus fringe benefit per hour).
 - D. The "Fringe Benefit Statement" is to be submitted by the prime contractor and each sub-contractor (who has **not** already indicated that fringe benefits are being paid in cash to the employee) with the first weekly Certified Payroll for work performed.
- VII. **U. S. Department of Labor Form WH-347, Weekly Payroll Sheet**

- A. The purpose of Form WH-347, Weekly Payroll Sheet, is to verify that all project employees are being paid weekly and correctly. The use of any other payroll form will be acceptable only if its format includes all the information needed to meet HUD requirements. All payrolls submitted must be originals, with “wet signatures” on the Statements of Compliance.
- B. The Weekly Payroll Sheet is to be submitted to the County/Owner/Architect or Engineer once a week, each week, that work was done on this project.
- C. Weekly Payroll Computations will be checked for both mathematical accuracy and for any non-permissible deductions.
- D. Untimely submittal or submittal with errors will require holding up of progress payments, until this form is received.
- E. Prime Contractors and subcontractors must retain their basic payroll records (payroll register, individual earning cards, check stubs, etc.) for a three year period after completion of the project.
- F. If requested, contractors shall make their Superintendent's log book available to the payroll reviewer for payroll compliance review purposes.

VIII. **Working Subcontractors**

- A. The payment of prevailing wage rates established by HUD provide that the wage protections afforded apply to laborers and mechanics employed on federally-assisted construction contracts regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others.
- B. “Laborers and mechanics” may **not** certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.
- C. Payrolls submitted reporting single or multiple owners certifying that they have paid to themselves the prevailing wage for their craft are unacceptable; rather, such laborers or mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the “responsible employer”) for whom they are working and with whom

they have executed a contract.

- D. Whatever method of compensation computation is utilized, the amount of weekly compensation divided by the actual hours of work performed for that week must result in an “effective” hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. The name, work classification, actual hours of work, effective hourly wage rate, and wage payment of each self-employed laborer and mechanic must be reported and certified on the responsible employer’s weekly payroll.
- E. More extensive guidance for the Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as “working subcontractors”) is detailed in Labor Relations Letter No. LR-96-01, dated December 2, 1996. Additional information is also provided regarded HUD’s compliance and certification parameters for owner-operators of power equipment and truck drivers.

IX. **Record of Employee Interview, Form HUD-11**

- A. Interviews will be conducted by County/Owner/Architect or Engineer staff or their designee.
- B. Required to document the confirmation that::
 - 1. Project Employees are working in the correct classification; and
 - 2. For the correct pay.
- B. Random samples of each contractor/subcontractor(s) workforce will be interviewed throughout the course of the project.
- D. Comparisons of interview forms with the Weekly Payroll Sheets and Prevailing Wage Decision will assure proper payment to project workforce.
- E. Failure to resolve discrepancies within a reasonable period of time will cause future progress payments to be held up.
- F. County/Owner/Architect or Engineer staff who administer the HUD-11 forms are hereby reminded that they are to indicate “None” in the Remarks sections of the form when there is nothing additional to report from the actual interview or the comparison of the HUD-11 form to the payroll and the project wage decision. The HUD-11 interviewer and payroll examiner are each to sign and date the form in the spaces provided when

they have completed the interview and examination.

DOCUMENT 00738**APPRENTICESHIP PROGRAM****ARTICLE 1 - COMPLIANCE REQUIRED**

- 1.01** Contractor and Subcontractors shall comply with the requirements of California Labor Code §§1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 - CERTIFICATION OF APPROVAL

- 2.01** California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:
- A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
 - B. When the number of apprentices in training in the area exceeds a ratio of one to five;
 - C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
 - D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 - FUND CONTRIBUTIONS

- 3.01** Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 4 - APPRENTICESHIP STANDARDS

- 4.01** Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 5 – FEDERAL REQUIREMENTS

- 5.01** For this project, contractors employing apprentices must provide proof of apprenticeship status from the U. S. Department of Labor – Office of Apprenticeship. Copies of Apprenticeship Agreements are not accepted as proof of apprentice registration.

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 - INSURANCE

1.01 At or before the date specified in Document 00200 (Instructions to Bidders), Contractor, in order to protect the **CITY OF SHAFTER** ("Owner") and its council/board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in the Contract Documents, shall secure and maintain insurance as described below. Contractor shall not perform any work under the Contract Documents until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with Owner or their authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Contractor shall promptly deliver to Owner or their representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Owner or their representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or Owner as an additional insured.

- A. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Contractor has employees who may perform any services pursuant to the Contract Documents, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

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

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for 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 pursuant to the Contract Documents.

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

Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- B. General Liability Insurance Requirements – Contractor shall maintain in full force and effect, at all times during the term of the Agreement Commercial General Liability Insurance including, but not

limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of the Contract Documents), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under the Agreement. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of the Agreement. The amount of said insurance coverage required by the Contract Documents shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- C. Automobile Liability Insurance Requirements – Contractor shall maintain Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to the Contract Documents with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
- 1.02** The Commercial General Liability and Automobile liability Insurance required in sub-paragraphs B. and C. above shall include an endorsement naming the Owner and Owner's board members, their officials, officers, agents, employees and volunteers as additional insureds for liability arising out of the Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- 1.03** Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to Owner and must be approved by the Kern County Planning and Community Development Department.
- 1.04** If any of the insurance coverages required under the Contract Documents is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than three (3) years following the termination of the Agreement.
- 1.05** Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under the Contract Documents except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, modified, canceled, or reduced in coverage or in limits except after ten (10) days notice by Contractor in the case of non-payment of premiums, or on thirty (30) days prior written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- 1.06** All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be pre-approved by the Owner and the Kern County Planning and Community Development Department.
- 1.07** If Contractor is, or becomes during the term of the Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. Owner will not accept such coverage unless Owner determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.
- 1.08** All insurance afforded by Contractor pursuant to the Contract Documents shall be primary to and not contributing to any other insurance or self-insurance maintained by Owner. An endorsement

shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against Owner. A waiver of right of recovery (waiver of subrogation) is only required when Contractor's personnel deliver services or perform service for the Owner while on Owner property.

- 1.09** Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Owner from taking such other actions as are available to it under any other provision of the Contract Documents or otherwise in law.
- 1.10** Failure by Contractor to maintain all such insurance in effect at all times required by the Contract Documents shall be a material breach of the Contract by Contractor. Owner, at its sole option, may terminate the Contract and obtain damages from Contractor resulting from said breach. Alternatively, Owner may purchase such required insurance coverage, and without further notice to Contractor, Owner shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by Owner for such insurance. If the balance of monies obligated to Contractor pursuant to the Contract are insufficient to reimburse Owner for the premiums and any associated costs, Contractor agrees to reimburse Owner for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Owner to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by the Contract Documents.
- 1.11** If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Workers' Compensation Insurance and Safety Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.
- 1.12** Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 1.13** All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in the Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner's request.

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

- 2.01** Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 2.02** To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner, their officers, employees, consultants and agents, including but not limited to the Council/Board, Project

Manager and Owner's officers, employees, consultants, and agents from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees of counsel retained by Owner, expert fees, costs of staff time, and investigation costs, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever.

- 2.03** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Council/Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.
- 2.04** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 2.05** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.
- 2.06** The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

END OF DOCUMENT

SECTION VI

SPECIAL PROVISIONS

Project Name and Number: **CITY OF SHAFTER LIBRARY AND LEARNING CENTER, CHESS GARDEN, CDBG 18.22.1 & 18.23.1**

SECTION 1. OTHER DOCUMENTS

Addendum (if any) and the General Conditions, Bid Proposals, Faithful Performance Bond, Payment Bond, Plans, Specifications, and all documents appurtenant thereto, including the Standard Specifications, and all documents attached hereto are hereby incorporated herein by this reference. Should there be any conflict between the terms of these Special Provisions and any of the above documents, including the bid proposal, these special provisions shall control and nothing herein shall be considered as an acceptance of any terms of said documents or proposal conflicting herewith (excepting Addendum which modify these Special Provisions).

SECTION 2. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

GENERAL - Attention is directed to the provisions of Sections 8-1.03, "Beginning of Work", 8-1.06 "Time of Completion", and 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The first paragraph of Section 8-1.03 "Beginning of Work", of the Standard Specifications, is amended to read:

As the execution of the Agreement by City is a matter of public record, Contractor will be considered to have received actual notice of the date the agreement was executed by City, on the date the agreement is so executed by City. The City may but is not required to send to Contractor written notice to proceed. Contractor's working days shall begin thirteen (13) calendar days after the date the agreement has been executed by City. Contractor shall begin work within fifteen (15) calendar days after the date said working days begin and shall diligently prosecute the same to completion before the expiration of **FIFTY-SIX (56)** calendar working days.

In the event that Contractor fails to complete the work within the **FIFTY-SIX (56)** calendar days as herein provided, for reasons or causes other than those provided for in the contract documents hereof, the City will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of project, the current and future uses of the facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable amount of damages for such a breach, if any, will be **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00*****)** per calendar day. Contractor's payment of said amount, if any, is payment of liquidated damages and not a penalty. It is understood that this amount is manifestly reasonable under the circumstances existing at the time of execution of the Agreement between Contractor and City, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such a breach, it is agreed that City may deduct the amount thereof from the money due or to become due Contractor under the Agreement. City may withhold said liquidated damages from payments as such damages accrue, or, at City's discretion, withhold liquidated damages from any payments due or that may become due under the agreement, including retention and final payment (pursuant to California Government Code Section 53069.85).

SECTION 3. TECHNICAL SPECIFICATIONS

Contractor's attention is directed to the Approved Plans prepared by WYNN-SMITH LANDSCAPE ARCHITECTURE, INC. and signed by Timothy Michael Smith for all technical specifications for this project. There are no separate technical specifications.

SHAFTER LIBRARY
LANDSCAPE PLANS
CITY OF SHAFTER
236 JAMES STREET

GENERAL LEGEND

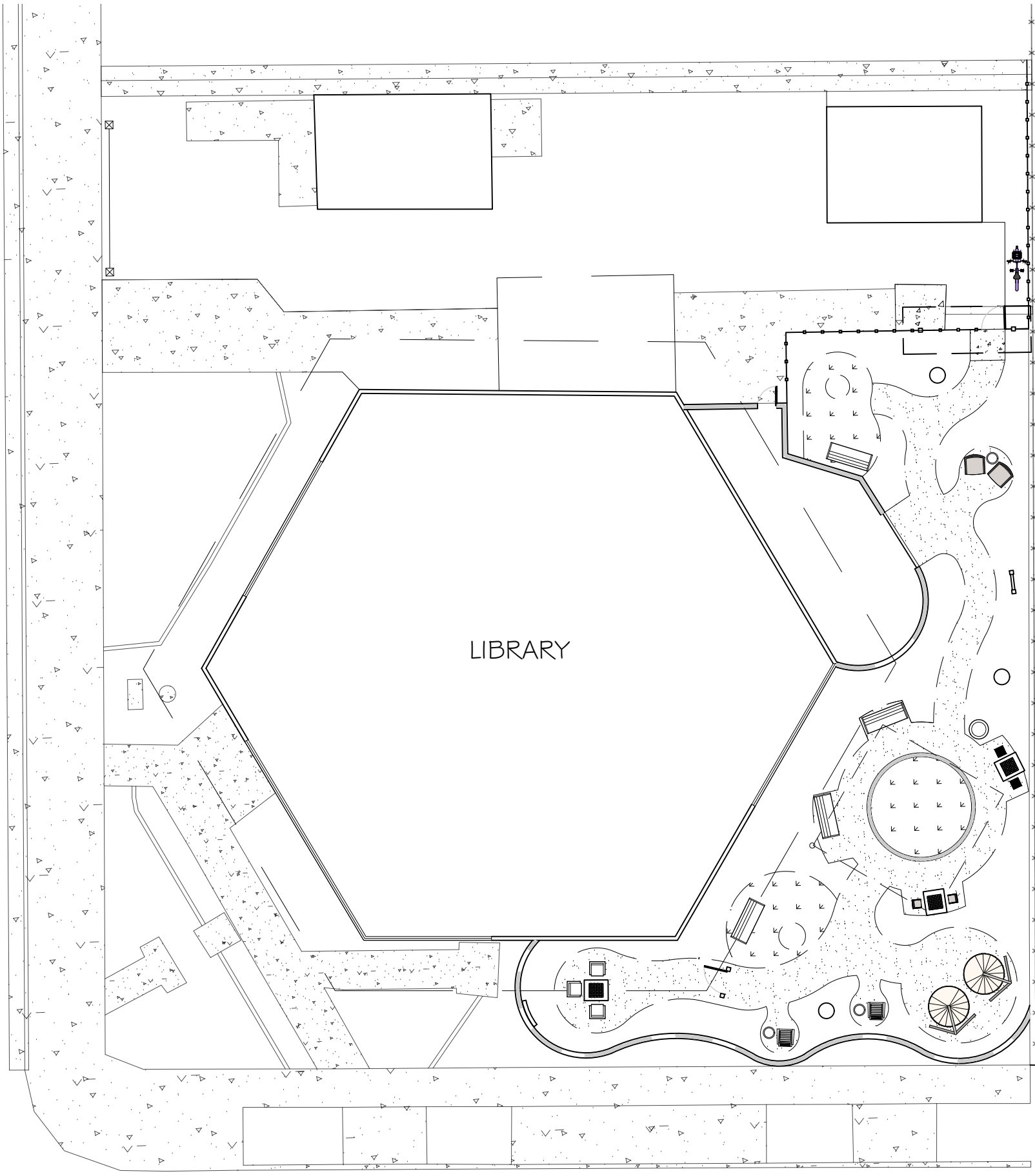
- WOOD FENCE
- EXISTING FENCE

GENERAL NOTES

1. NO CHANGES ARE TO BE MADE WITHOUT WRITTEN CONSENT OF THE CITY ENGINEER AND THE PLANNING DIRECTOR. CHANGES WILL NOT REQUIRE PLANNING COMMISSION APPROVAL.
2. 24 HOUR INSPECTION NOTICE - PRIOR TO THE START OF ANY PHASE OF CONSTRUCTION, THE OFFICE OF THE CITY OF SHAFTER STANDARDS FOR LANDSCAPING, THE PROJECT AT HAND, AND AS DIRECTED BY THE CITY ENGINEER. THEY SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING.
3. COMPACTION TEST NOTE - PRIOR TO THE START OF ANY PHASE OF CONSTRUCTION, THE OFFICE OF THE CITY ENGINEER SHALL BE GIVEN AT LEAST 24 HOURS NOTICE. PHONE: (661) 746-5002.
4. FOR THE LOCATION OF EXISTING UNDERGROUND UTILITY LINES THE CONTRACTOR SHALL NOTIFY BOTH THE CITY OF SHAFTER DEPARTMENT OF PUBLIC WORKS, AND UNDERGROUND SERVICE ALERT (USA) AT LEAST TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
USA PHONE: (800) 642-2444
CITY OF SHAFTER: (661) 746-5002
5. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS BEFORE START OF CONSTRUCTION. A PERMIT SHALL BE OBTAIN FROM THE OFFICE OF THE CITY ENGINEER FOR ALL WORK TO BE PERFORMED IN CITY RIGHT-OF-WAY.
6. THE LOCATIONS OF EXISTING UTILITIES AND UNDERGROUND PIPELINES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND PIPELINES BEFORE COMMENCING WORK. CONTRACTOR ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGE TO EXISTING UTILITIES OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE, PRESERVE, AND PROTECT ANY AND ALL UNDERGROUND UTILITIES AND PIPELINES.
7. ANY TRENCHING CONDUCTED WITHIN THIS PROJECT SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE CITY'S STANDARD DRAWINGS.
8. THE CONTRACTOR SHALL REMOVE AND/OR RELOCATE ALL OBSTRUCTIONS WITHIN THE STREET RIGHT-OF-WAY AS DIRECTED BY THE CITY ENGINEER.
9. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, ENGINEER, AND THE CITY OF SHAFTER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING THE LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER/ENGINEER/CITY OF SHAFTER.
10. ALL CONSTRUCTION WORK SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF SHAFTER STANDARDS, THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARDS SPECIFICATIONS, AND AS DIRECTED BY THE CITY ENGINEER.

LANDSCAPING NOTES

1. THERE SHALL BE NO SUBSTITUTIONS OR DELETIONS OF PLANT MATERIALS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER AND THE PLANNING DIRECTOR.
2. ALL LANDSCAPING PLANT MATERIALS AND RELATED INFRASTRUCTURE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SHAFTER STANDARDS FOR LANDSCAPING AND AS DIRECTED BY THE CITY ENGINEER.



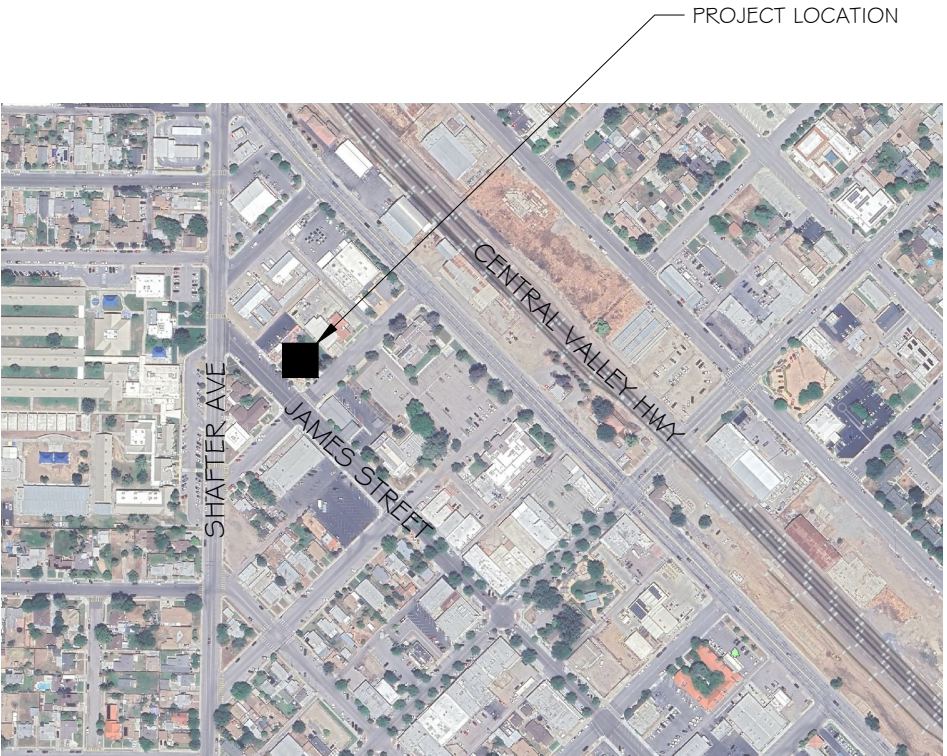
LANDSCAPE ARCHITECT

TIMOTHY M. SMITH, PLA, ASLA
WYNN-SMITH LANDSCAPE ARCHITECTURE, INC.
13319 POWAY ROAD, SUITE 150
POWAY, CA 92064
OFFICE: (858) 513-0030

LANDSCAPE ARCHITECT CERTIFICATE

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS COMPLY WITH CITY OF SHAFTER ORDINANCES, STANDARDS, AND DESIGN CRITERIA, AND THAT THEY INCLUDE ALL IMPROVEMENTS IN ACCORDANCE WITH THE LANDSCAPE REQUIREMENTS OF THE CITY OF SHAFTER FOR THIS DEVELOPMENT.

I AM RESPONSIBLE FOR ALL CALCULATIONS AND DRAWINGS ON THESE PLANS AND ANY ERRORS, OMISSIONS, OR VIOLATIONS OF THOSE ORDINANCES, STANDARDS, AND DESIGN CRITERIA SHALL BE CORRECTED DURING CONSTRUCTION.



VICINITY MAP

NOT TO SCALE

REVIEW BY:
CITY OF SHAFTER

CITY ENGINEER
RAVI PUDIPEDDI

REVIEW BY:
CITY OF SHAFTER

PLANNING DIRECTOR
STEVE ESSELMAN

SHEET INDEX

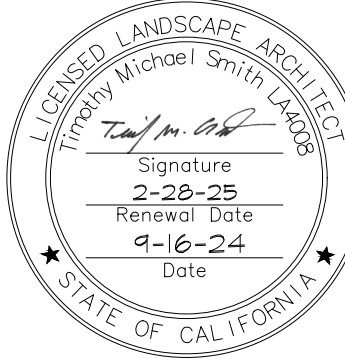
SHEET	DESCRIPTION
LT-1.0	TITLE SHEET
L-1.0	DEMO PLAN
L-1.1	AMENITIES PLAN
L-2.0	LAYOUT PLAN
L-2.1	LAYOUT PLAN
L-2.2	ACCESSIBLE PLAN
L-3.0	CONSTRUCTION DETAILS
L-3.1	CONSTRUCTION DETAILS
L-3.2	CONSTRUCTION DETAILS
L-3.3	CONSTRUCTION DETAILS
L-4.0	IRRIGATION PLAN
L-4.1	IRRIGATION DETAILS
L-4.2	IRRIGATION DETAILS
L-5.0	PLANTING PLAN
L-5.1	PLANTING DETAILS
L-6.0	HYDROZONE PLAN



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ARCHITECTURE
INC.

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POWAY, CA 92064
TEL: 858.513.0030

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TITLE SHEET

Revisions	By

Drawn By: TEAM

Checked By: _____

Date Issued: 12-19-2024

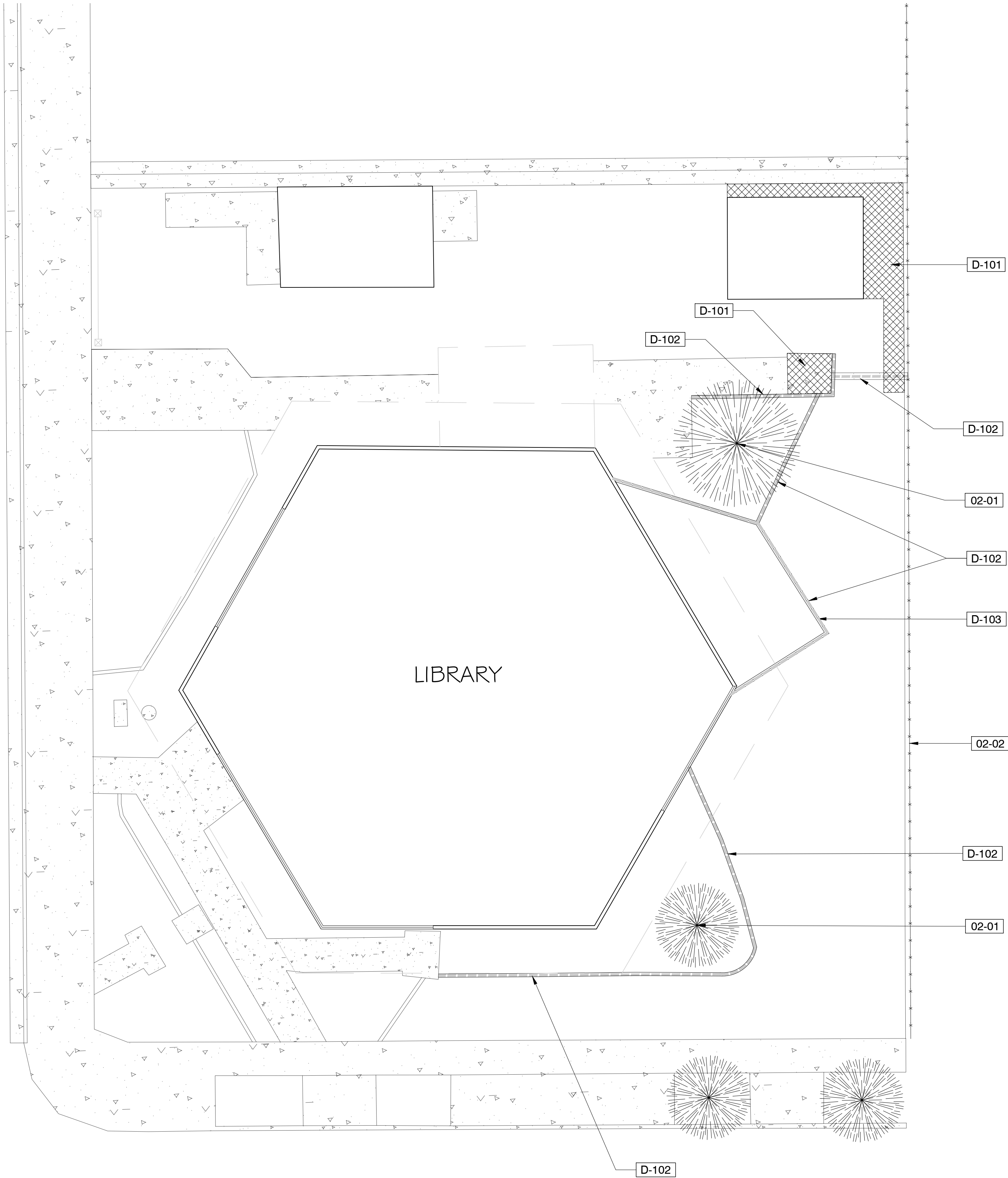
Project No.: 24-007

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LT-1.0

Of _____ Sheets



02 EXISTING CONDITIONS SCHEDULE

CODE	DESCRIPTION
02-01	EXISTING TREES TO REMAIN
02-02	EXISTING WALL/FENCE TO REMAIN

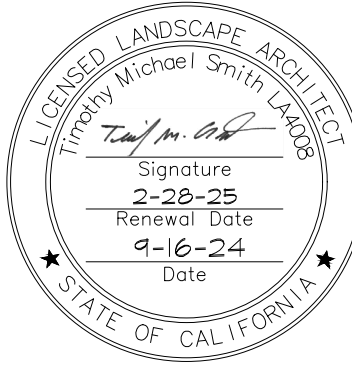
DEMOLITION SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	D-101	CONCRETE TO BE REMOVED	221 SF
	D-102	MOW CURB TO BE REMOVED	
	D-103	FENCE TO BE REMOVED	



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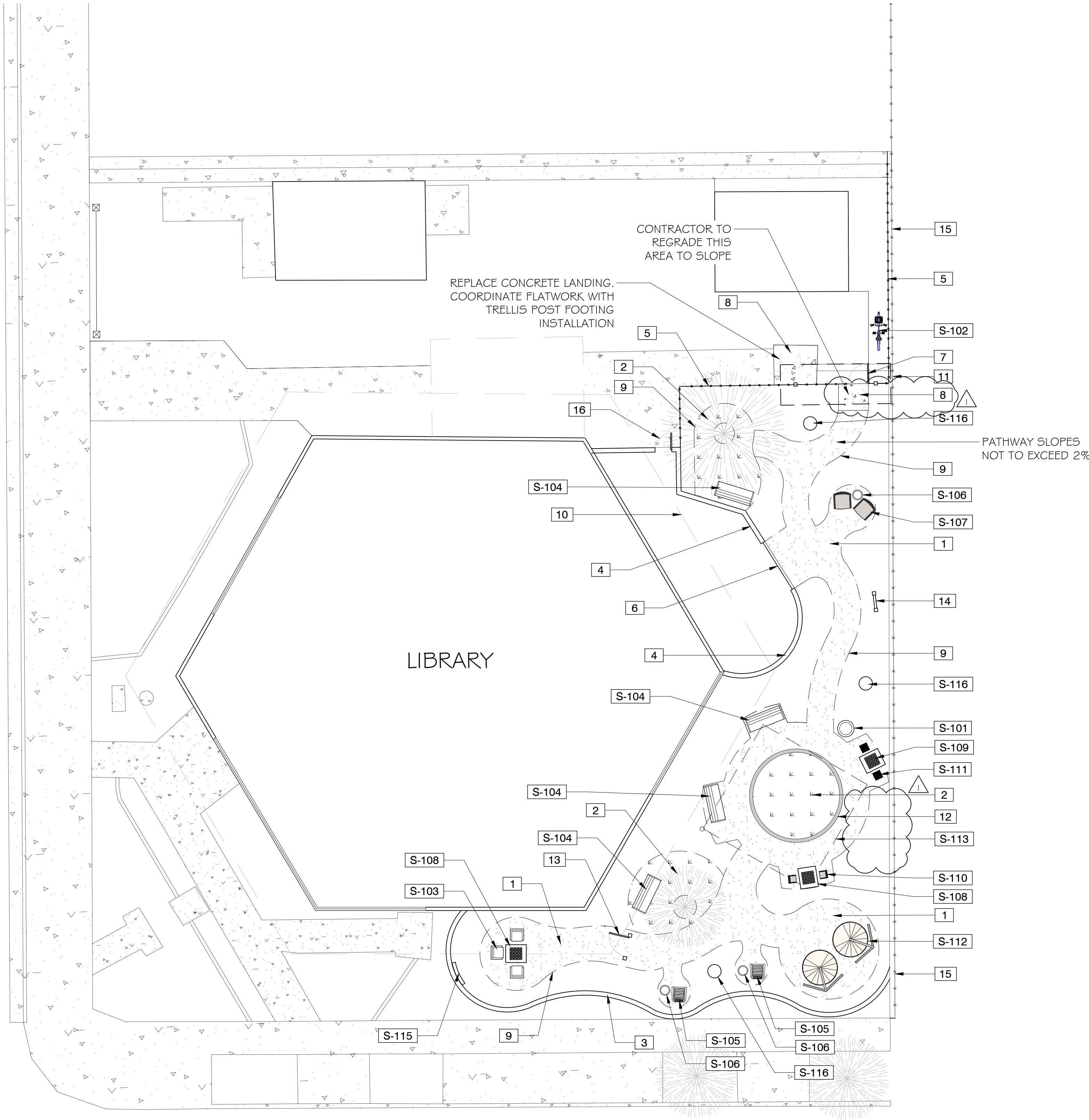
DEMOLITION PLAN

Revisions	By

Drawn By TEAM
Checked By
Date Issued 12-19-2024
Project No. 24-007
Scale

Sheet

L-1.0

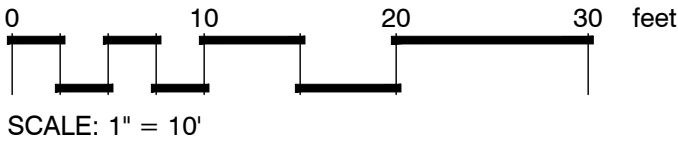


REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	1	D.G. - 4" THICK DECOMPOSED GRANITE 3/8", COLOR TO BE GOLD DUST. PLACE IN 2" LIFTS, COMPACT TO 90%, WET, THEN PLACE FINAL 2" LIFT, DG FROM MARANATHA LANDSCAPE, BAKERSFIELD, CA OR SUPPLIER WITH MATCHING COLOR.	1,206 SF	2/L-3.0
	2	SYNTHETIC TURF - SYNTIPEDE 343 BY SYNLAWN	379 SF	5/L-3.0
	3	4' HT. SERPENTINE WALL WITH STUCCO FINISH TO MATCH BUILDING	83 LF	2/L-3.1
	4	8' HT. STUCCO WALL WITH STUCCO FINISH TO MATCH BUILDING	53 LF	1/L-3.1
	5	5' HT. WOOD FENCE	74 LF	4/L-3.1
	6	8' HT. WOOD GATE - DOUBLE SWINGING		3/L-3.1
	7	5' HT. WOOD ENTRY GATE		5/L-3.1
	8	4" THICK CONCRETE PAVING - COLOR TO BE NATURAL GREY WITH LIGHT BROOM FINISH	56 SF	3/L-3.0
	9	ALUMINIUM EDGING	493 LF	1/L-3.0
	10	LIBRARY ROOF OVERHANG		
	11	GATE TRELLIS		1/L-3.2
	12	CONCRETE MOW CURB	42 LF	4/L-3.0
	13	FREESTANDING DOOR		2/L-3.2
	14	MIRROR WALL		3/L-3.2
	15	EXISTING WALL		
	16	MAINTENANCE GATE - 8' HT., 30" WIDE CHAINLINK GATE WITH SLATS		

SITE FURNISHINGS

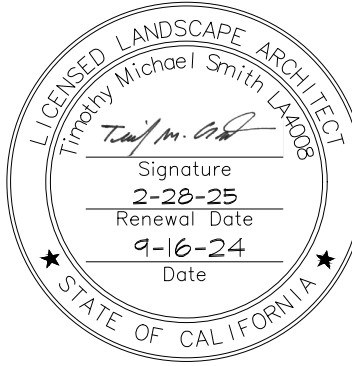
	S-101	IRON VALLEY TRASH RECEPTACLE BY KINGS RIVER CASTING (MODEL NO. IVTR); COLOR TO BE BLACK OR EQUAL. INSTALL PER MANUFACTURER'S STANDARDS. SET ON CONCRETE BASE.	1	3/L-3.3
	S-102	COMMUNITY DONATED BICYCLE WITH BASKET, LOCK TO ADJACENT FENCE.		
	S-103	DINING CHAIRS - (3) SIGNATURE DINING CHAIRS BY POLYWOOD. COLOR - GREEN.	3	4/L-3.3
	S-104	RIVERSTONE BENCH - 67L, BY KINGS RIVER CASTING - MODEL #RVSB-67. BENCH TO BE WITHOUT ARMS.	4	2/L-3.3
	S-105	ADIRONDACK CHAIR - COTTAGE CURVEBACK BY POLYWOOD. COLOR - LIME.	2	5/L-3.3
	S-106	ROUND 18 INCH SIDE TABLE BY POLYWOOD. COLOR - LIME.	3	7/L-3.3
	S-107	RIVIERA MODERN LOUNGE CHAIR BY POLYWOOD. COLOR - GREEN.	2	6/L-3.3
	S-108	ADULT CHESS TABLE - ADA CONCRETE CHESS TABLE WITH SQUARE STEEL POST LEG BY KENNETH LYNCH & SONS.	2	1/L-3.3
	S-109	KIDS CHESS TABLE - CONCRETE CHESS TABLE WITH SQUARE STEEL POST LEG BY KENNETH LYNCH & SONS, SET AT 27 INCH HEIGHT.	1	1/L-3.3
	S-110	ADULT STOOL - 18 INCH SQUARE BY DOTY4SONS.	2	
	S-111	KIDS STOOL - 14 INCH SQUARE BY DOTY4SONS.	2	
	S-112	WICKER HANGING CHAIR. TO BE PURCHASED BY THE CITY.	2	
	S-113	18X18 FT UMBRELLA WITH THE POST, BY PACIFIC PLAY SYSTEMS (BY DEFERRED SUBMITTAL)		
	S-115	ILLUSION MIRROR - GIGGLE MIRROR HEAD STRETCHER BY CARNIVAL DEPOT		
	S-116	MIRROR BALL. TO BE PURCHASED BY THE CITY.	3	



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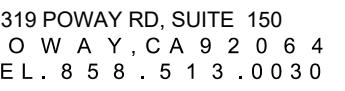
AMENITIES PLAN

Revisions	By

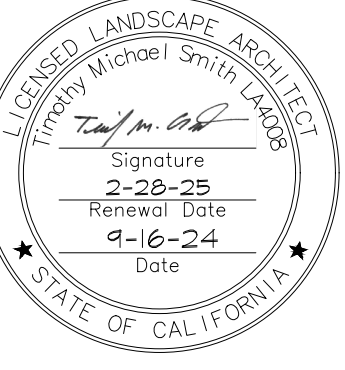
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Checked By:
Date Issued: 12-19-2024
Project No.: 24-007
Scale:

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LAYOUT PLAN - ENLARGEMENT

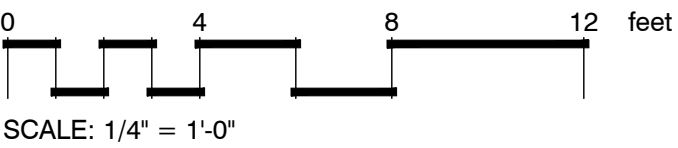
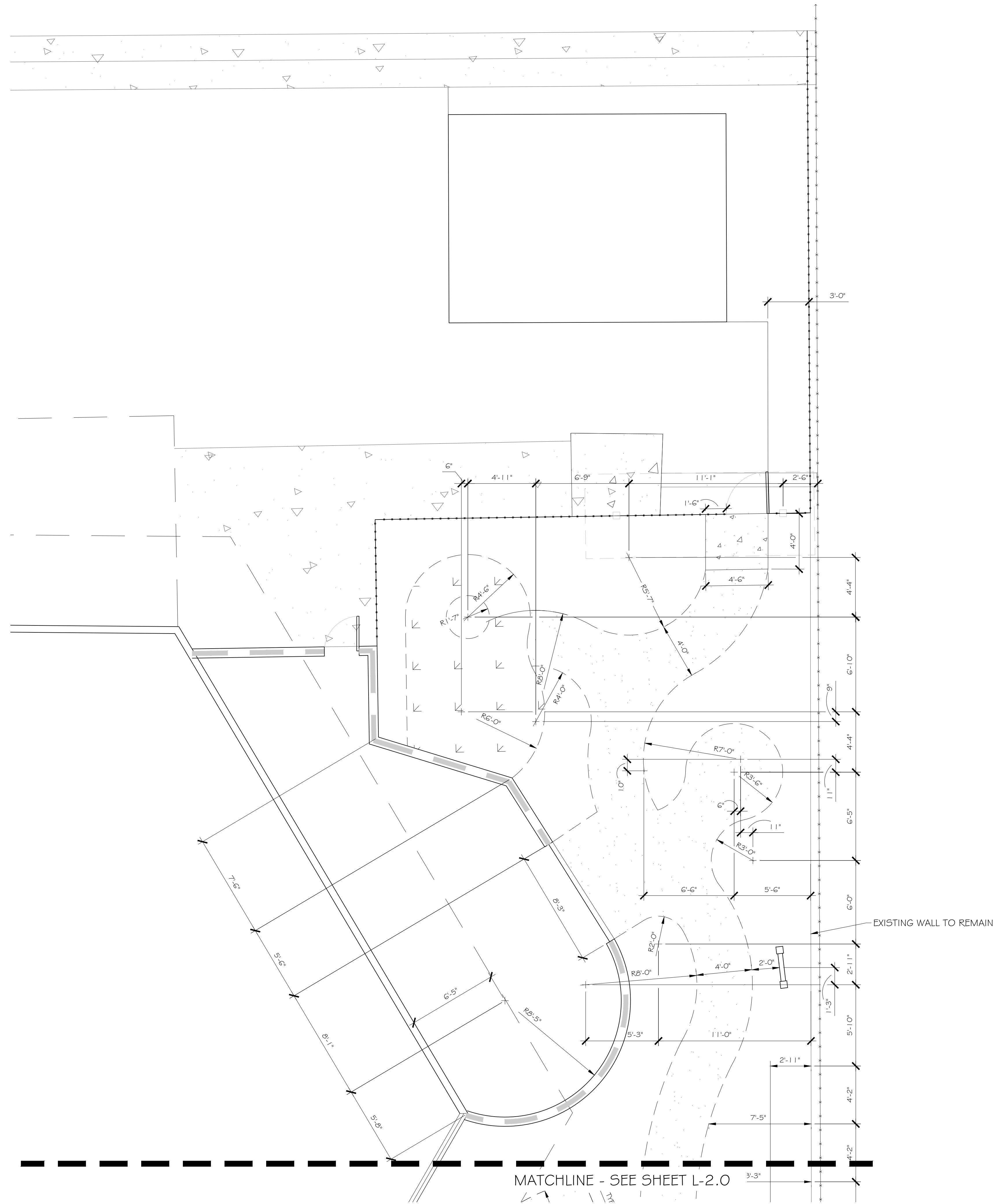
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Checked By _____
Date Issued 12-19-2024
Project No. 24-007
Scale _____

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Of Sheets

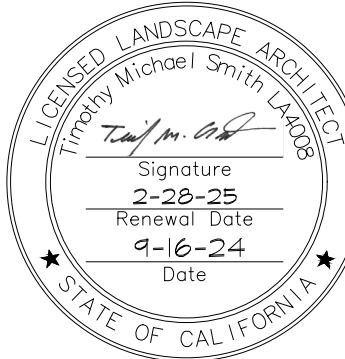




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LAYOUT PLAN -
ENLARGEMENT

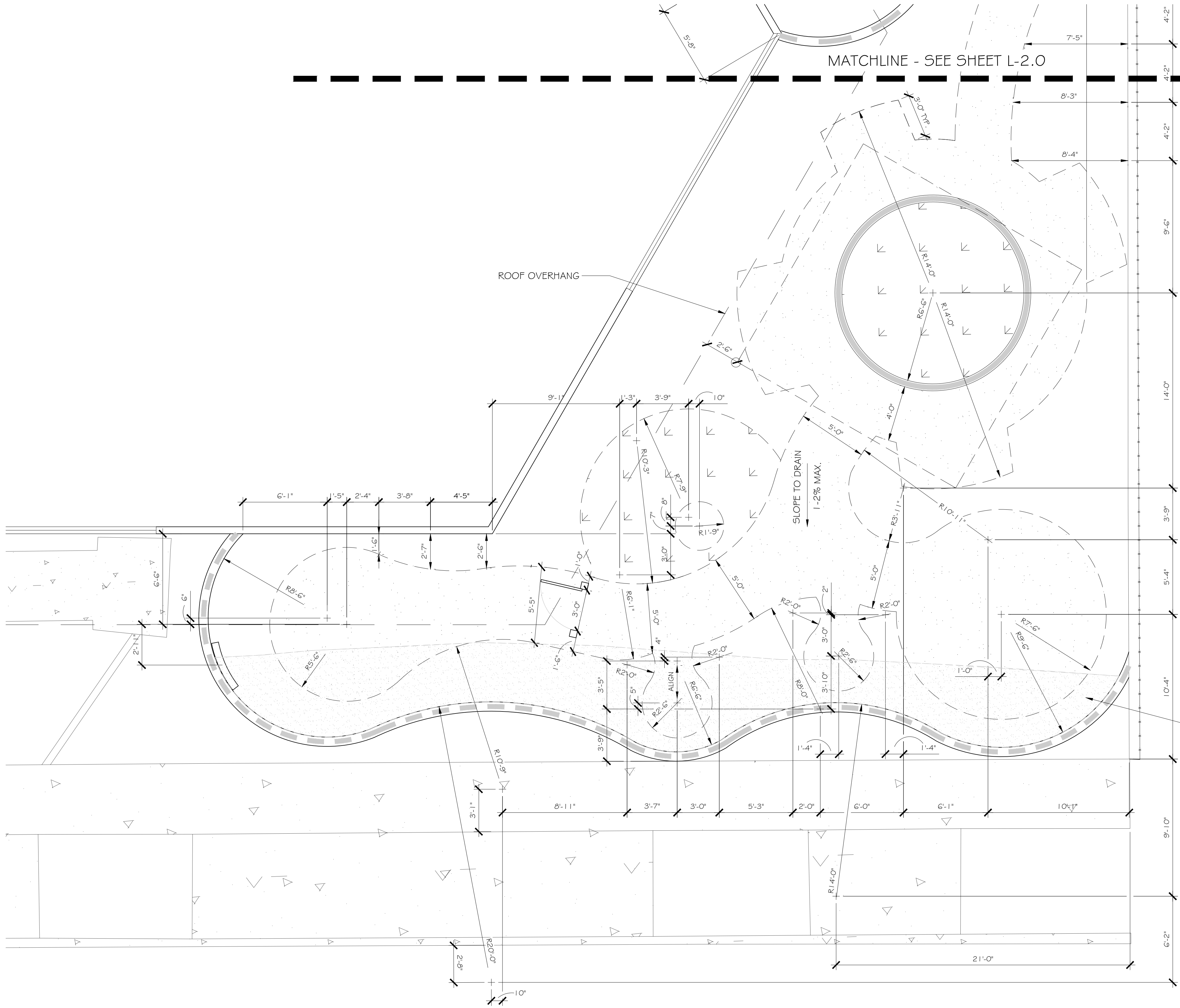
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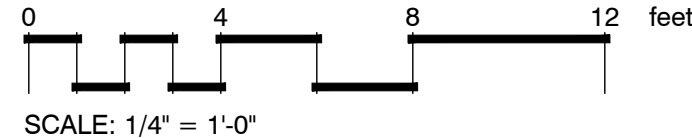
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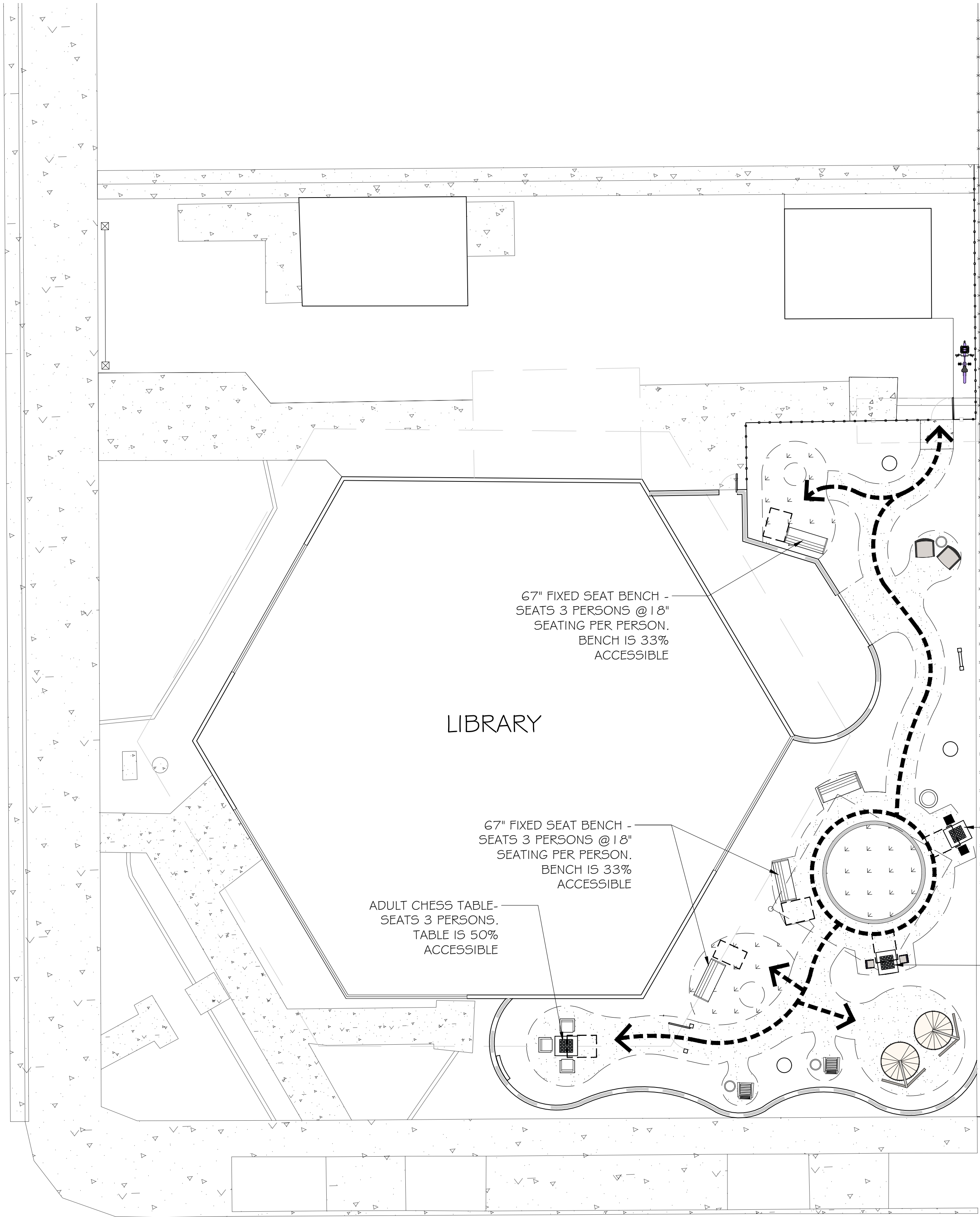
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Of Sheets



CONTRACTOR TO RAISE GRADE
IN THIS AREA 0" - 1 2" AGAINST
NEW RETAINING WALL BUT ALLOW
SHEETFLOW SURFACE DRAINAGE
TOWARDS WALL. WALL TO HAVE WEEP
HOLES EVERY 32" TO ALLOW DRAINAGE
TO FLOW THROUGH WALL.





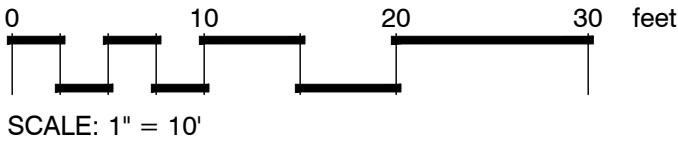
ACCESSIBLE FURNITURE

TOTAL NUMBER OF BENCHES	TOTAL ACCESSIBLE BENCHES
4	3

TOTAL NUMBER OF BENCHES WITH ADJACENT WHEELCHAIR SPACE WITH FRONT ACCESS	TOTAL ACCESSIBLE BENCHES WITH ADJACENT WHEELCHAIR SPACE WITH FRONT ACCESS
4	3

TOTAL NUMBER OF CHESS TABLES	TOTAL ACCESSIBLE CHESS TABLES WITH ACCESSIBLE PATHS
3	3

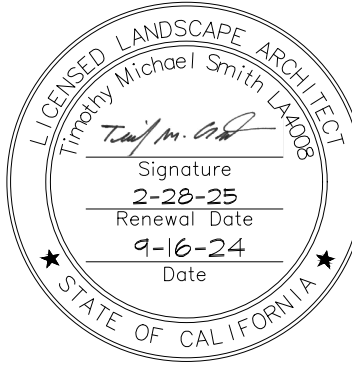
ACCESSIBLE FEATURES



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ACCESSIBLE PLAN

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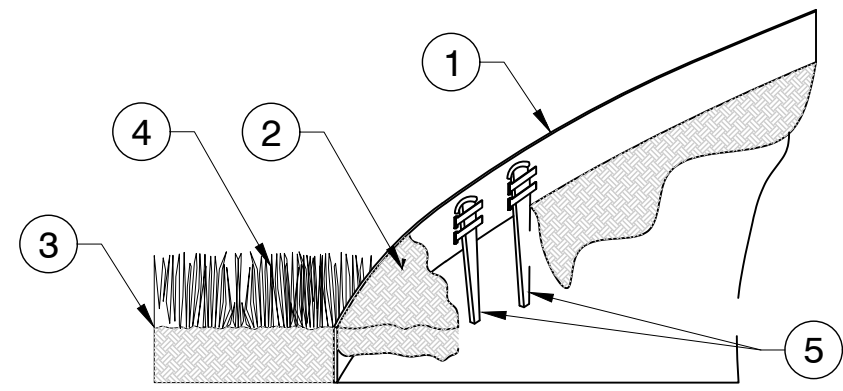
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Checked By:
Date Issued: 12-19-2024
Project No.: 24-007
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Of Sheets

1. DESIRED SIZE: $\frac{3}{8}$ " X 4" X 16' (1.82 - 1.88" AVERAGE THICKNESS)
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS



- ① STEEL EDGING
- ② SPECIFIED BEDDING MATERIAL
- ③ TOP OF EDGING NO MORE THAN 1/2" BELOW TOP OF BEDDING MATERIAL
- ④ TURF
- ⑤ TAPERED STEEL STAKES TO INTERIOR OF BED AREA

SELECT DESIRED SIZE

☐	1/4" x 4" x 1/2" (0.70" AVERAGE THICKNESS)
☐	1/8" x 4" x 1/2" (1.20" AVERAGE THICKNESS)
☐	3/16" x 4" x 1/2" (1.88" AVERAGE THICKNESS)
☐	1/4" x 5" x 1/2" (1.20" AVERAGE THICKNESS)

sure-loc®



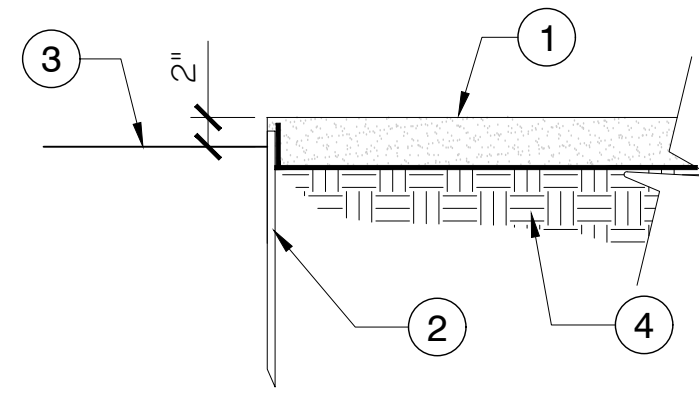
SURE-LOC ALUMINUM EDGING CORPORATION
494 EAST 64TH ST
HOLAND, MI 49423
TOLL FREE: 1-800-787-3562
PHONE: (616) 392-3209
FAX: (616) 392-5134

www.surelocaluminum.com

NOT TO SCALE

P-20-SHA-01

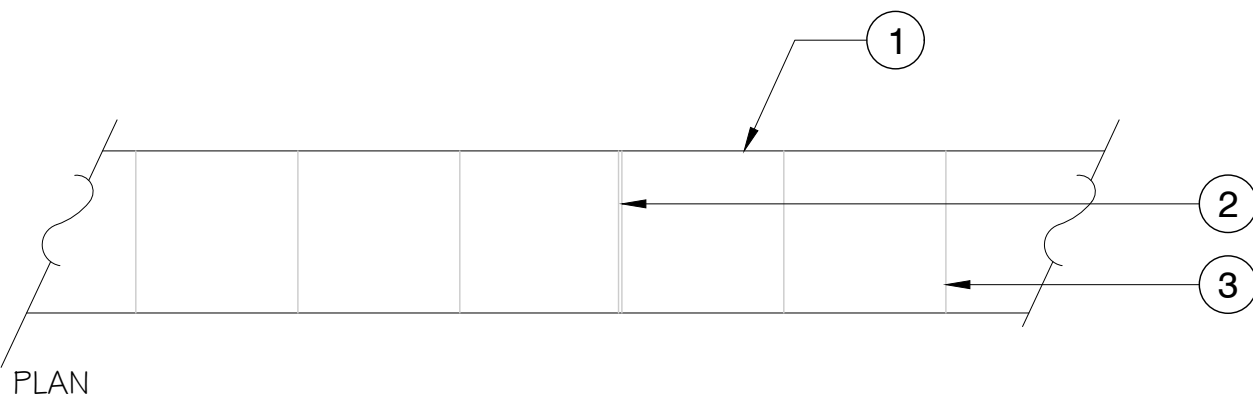
- ① 4" LAYER OF DECOMPOSED GRANITE 3/8", COLOR TO BE GOLD DUST.
- ② PERMALOC ALUMINUM RESTRAINT PER
- ③ FINISH GRADE
- ④ 90% COMPACTED SUBGRADE



1" = 1'-0" P-20-SHA-05

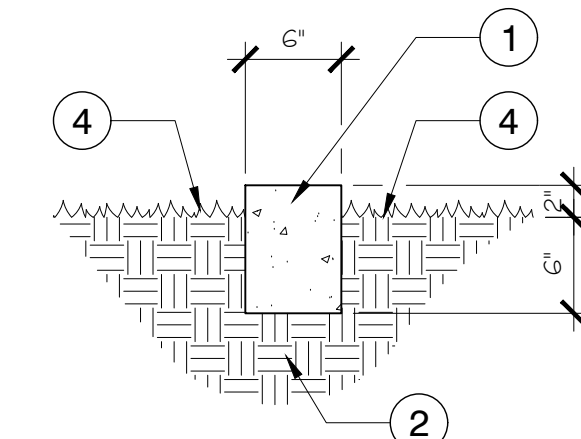
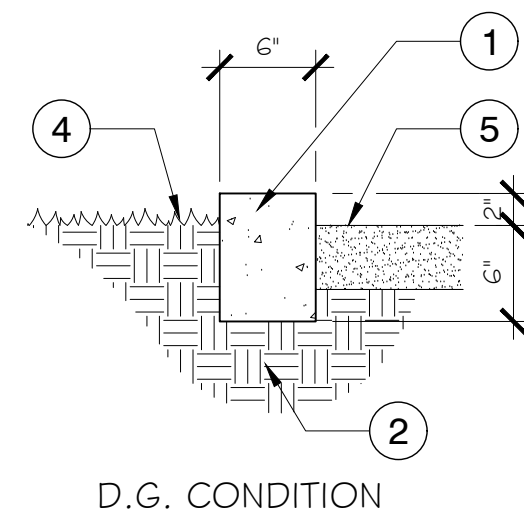
1. D.G. STABILIZER TO BE BLENDED AT THE RATE OF 10 LBS. PER TON OF D.G.
2. D.G. PER REFERENCE NOTE SCHEDULE

- ① CONCRETE PAVING
- ② 3/8" EXP. JOINT @ 20' O.C. MAX. OR DEEP JOINTS @ 10' O.C. (UNLESS OTHERWISE SHOWN)
- ③ 3/4" TOOLED JOINT UNLESS OTHERWISE SHOWN
- ④ 90% COMPACTED SUBGRADE

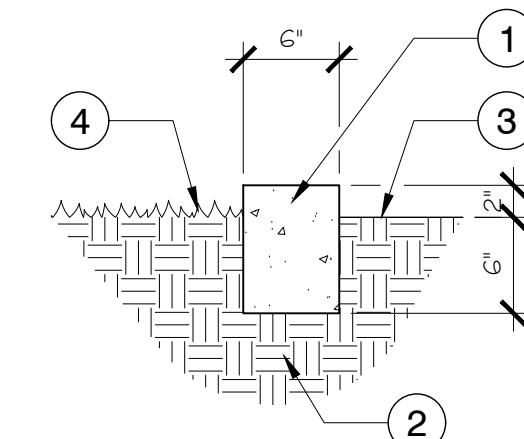


3/4" = 1'-0" P-20-SHA-03

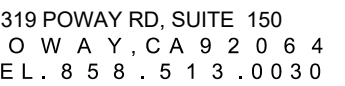
- ① CONCRETE MOW CURB
- ② COMPACTED SUBGRADE
- ③ ADJACENT PLANTING
- ④ ADJACENT LAWN
- ⑤ ADJACENT DECOMPOSED GRANITE



4) 1" = 1'-0"



P-20-SHA-06



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CONSTRUCTION DETAILS

Revisions	By

Drawn By TEAM
Checked By _____
Date Issued 12-19-2024
Project No. 24-007
Scale _____

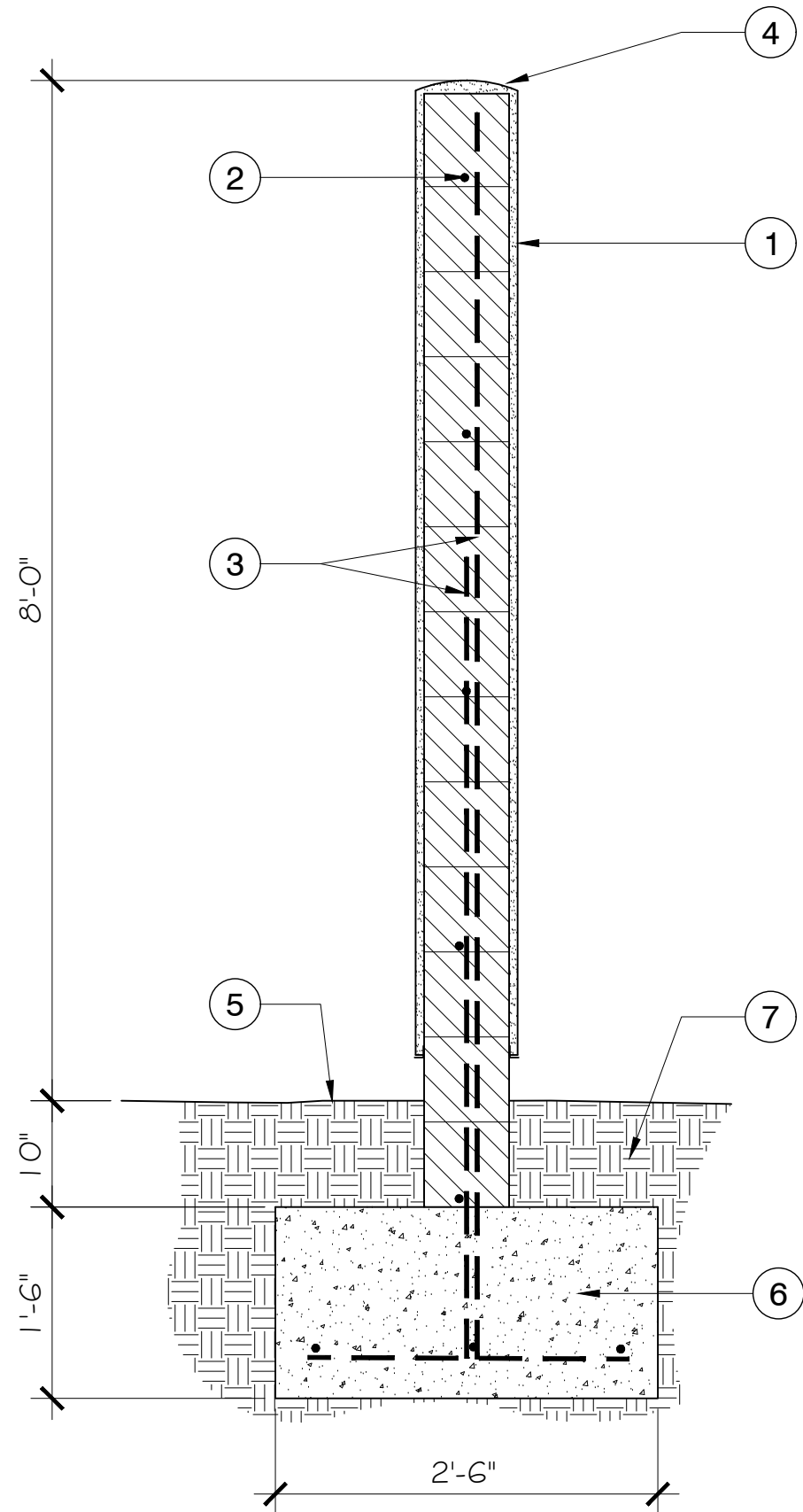
meet

L-3.0

f Sheets

LEGEND

- ① 8" BLOCK WALL WITH STUCCO FINISH TO MATCH BUILDING.
② #4 BAR (HORIZONTAL) AS SHOWN
③ #4 BAR @ 32" O.C. CENTERED IN WALL
④ SLIGHTLY ROUNDED STUCCO TOP TO ALLOW WATER RUN-OFF
⑤ FINISH GRADE
⑥ CONCRETE FOOTING
⑦ 95% COMPACTED SUBGRADE



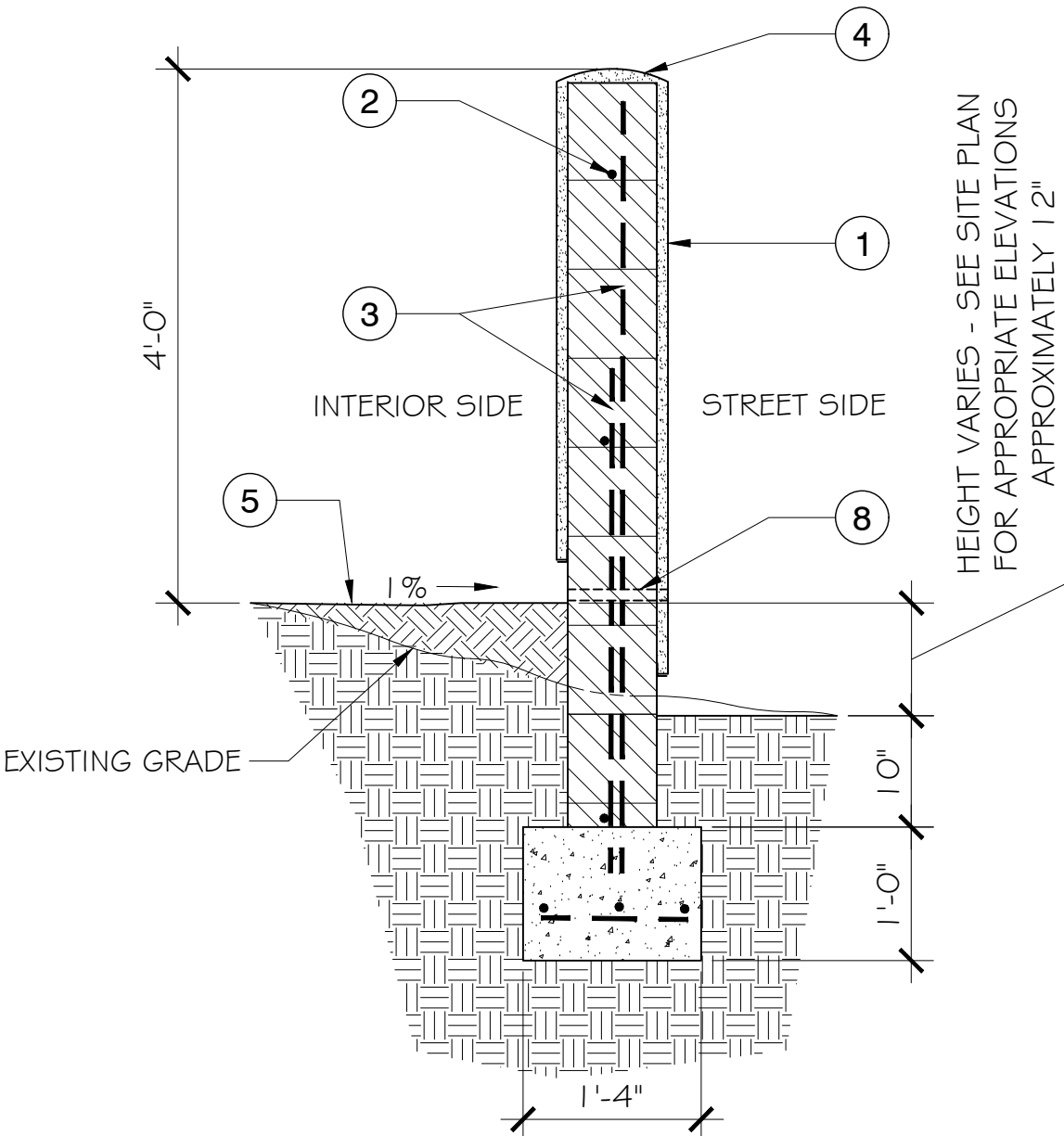
① 8' HT. STUCCO WALL

3/4" = 1'-0"

P-20-SHA-02

LEGEND

- ① 8" BLOCK WALL WITH STUCCO FINISH TO MATCH BUILDING.
② #4 BAR (HORIZONTAL) AS SHOWN
③ #4 BAR @ 32" O.C. CENTERED IN WALL
④ SLIGHTLY ROUNDED STUCCO TOP TO ALLOW WATER RUN-OFF
⑤ FINISH GRADE
⑥ CONCRETE FOOTING
⑦ 95% COMPACTED SUBGRADE
⑧ WEEP HOLES (4" TALL X 1" WIDE) EVERY OTHER BLOCK



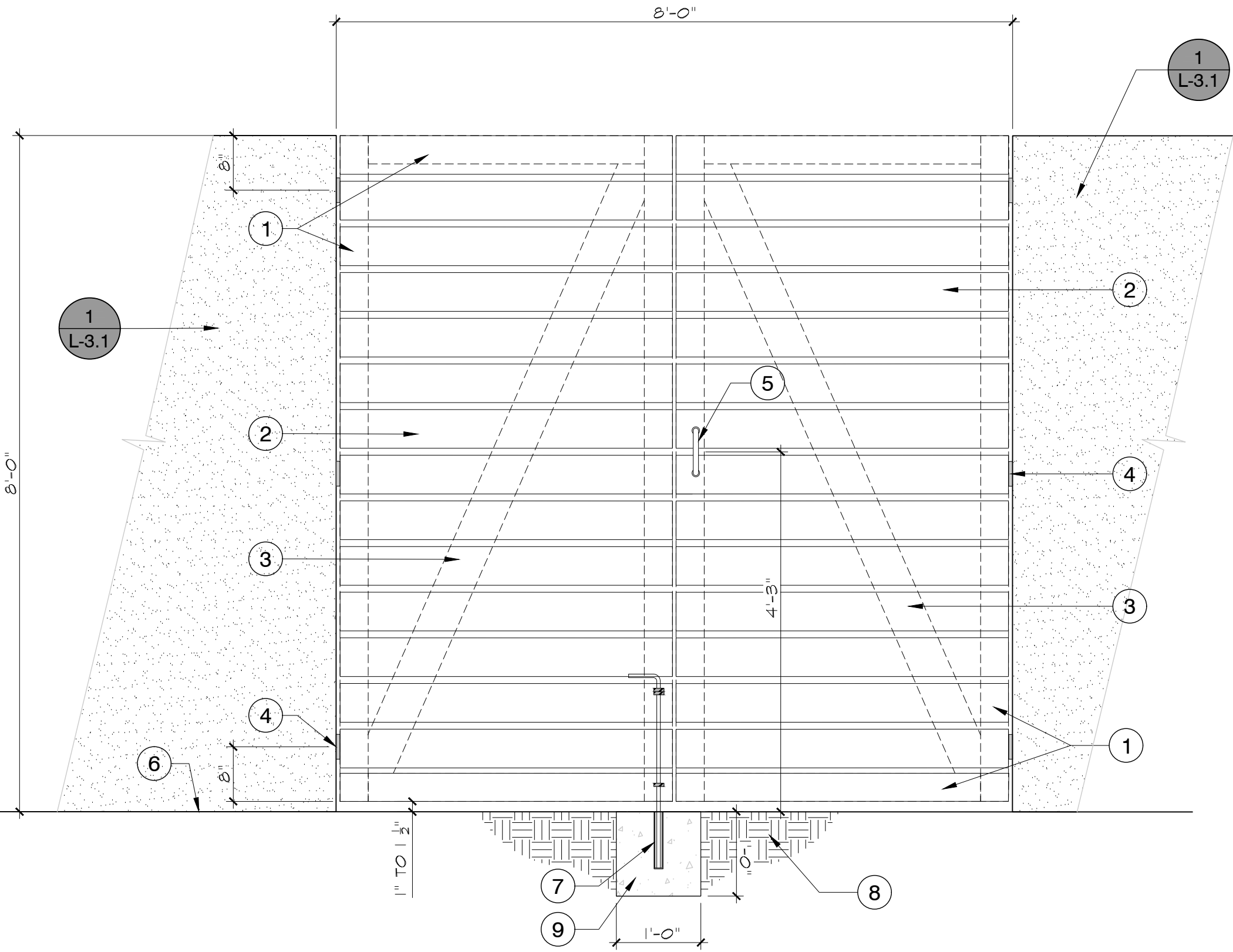
② 4' HT. STUCCO WALL

3/4" = 1'-0"

P-20-SHA-11

LEGEND

- ① 8" BLOCK WALL WITH STUCCO FINISH TO MATCH BUILDING.
② #4 BAR (HORIZONTAL) AS SHOWN
③ #4 BAR @ 32" O.C. CENTERED IN WALL
④ SLIGHTLY ROUNDED STUCCO TOP TO ALLOW WATER RUN-OFF
⑤ FINISH GRADE
⑥ CONCRETE FOOTING
⑦ 95% COMPACTED SUBGRADE
⑧ WEEP HOLES (4" TALL X 1" WIDE) EVERY OTHER BLOCK
⑨ 2 X 4 WOOD GATE FRAME
⑩ 1 X 6 WOOD BOARD (HORIZONTAL WITH 1" BETWEEN EACH BOARD)
⑪ 2 X 6 WOOD CROSS BRACES
⑫ (6) HEAVY DUTY GATE HINGES
⑬ GATE HANDLE
⑭ FINISHED GRADE
⑮ CANE BOLT
⑯ 95% COMPACTED SUBGRADE
⑰ CONCRETE FOOTING



③ 8' WOOD GATE - DOUBLE SWINGING

3/4" = 1'-0"

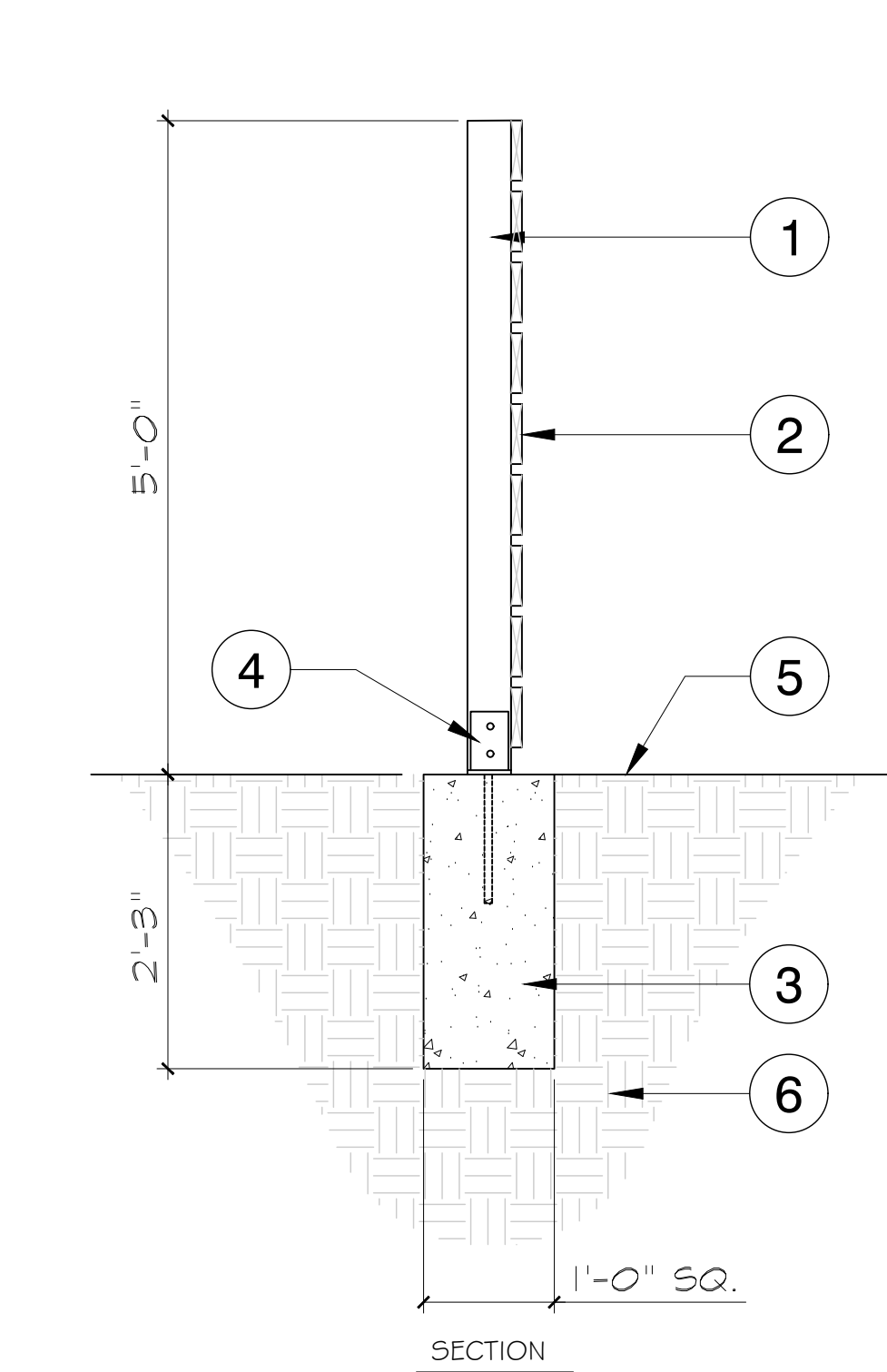
P-20-SHA-15

LEGEND:

- ① 2 X 4 WOOD GATE FRAME
② 1 X 6 WOOD BOARD (HORIZONTAL WITH 1" BETWEEN EACH BOARD)
③ 2 X 6 WOOD CROSS BRACES
④ (6) HEAVY DUTY GATE HINGES
⑤ GATE HANDLE
⑥ FINISHED GRADE
⑦ CANE BOLT
⑧ 95% COMPACTED SUBGRADE
⑨ CONCRETE FOOTING

NOTES:

1. 1 x 6 HORIZONTAL BOARDS TO BE CEDAR, ALL OTHER WOOD TO BE CONSTRUCTION GRADE DOUGLAS FIR.
2. ALL HARDWARE TO BE GALVANIZED.
3. STAIN ALL WOOD WITH NATURAL COLOR SEALANT.

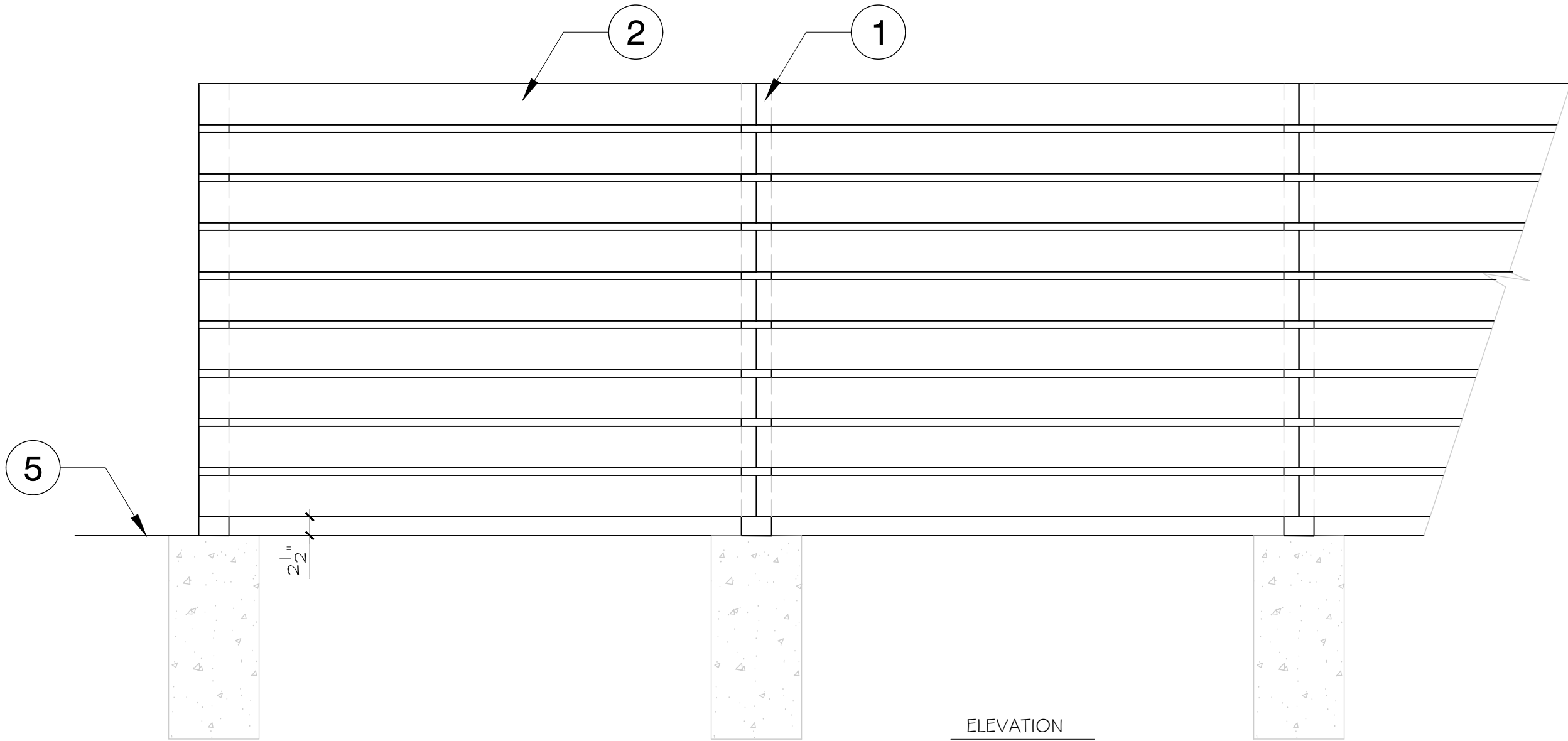


④ 5' HT. WOOD FENCE

3/4" = 1'-0"

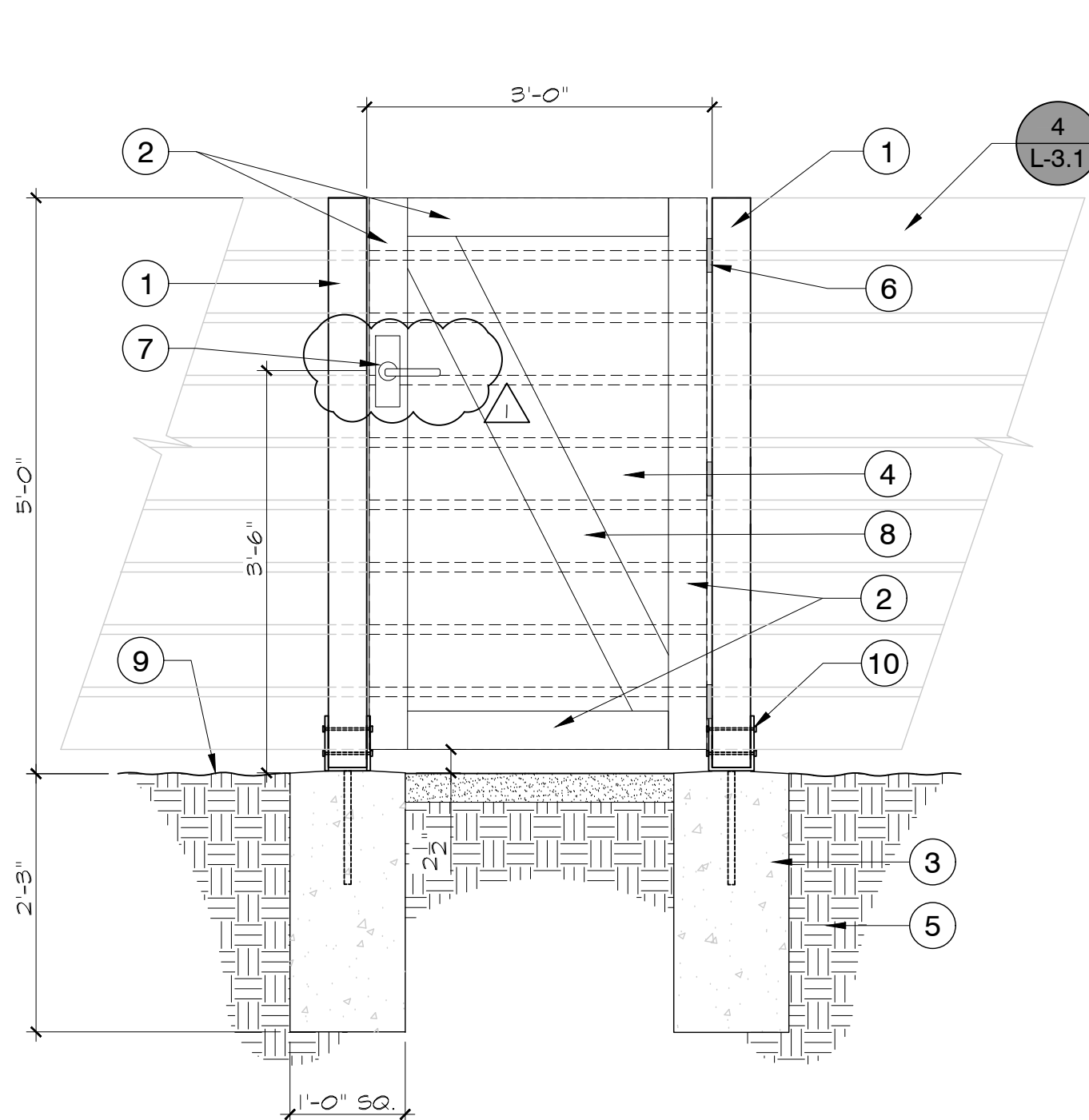
LEGEND

- ① 4X4 WOOD POST AT 6' O.C.
② 1 X 6 WOOD BOARD (HORIZONTAL WITH 1" BETWEEN EACH BOARD)
③ CONCRETE FOOTING FOR POSTS, SLOPE TOP TO DRAIN
④ ABU44Z ADJUSTABLE POST BASE WITH UPLIFT, BY SIMPSON STRONG TIE
⑤ FINISHED GRADE
⑥ 95% COMPACTED SUBGRADE



NOTES:

1. 1 x 6 HORIZONTAL BOARDS TO BE CEDAR, ALL OTHER WOOD TO BE CONSTRUCTION GRADE DOUGLAS FIR.
2. ALL HARDWARE TO BE GALVANIZED.
3. STAIN ALL WOOD WITH NATURAL COLOR SEALANT.



⑤ 5' WOOD ENTRY GATE

3/4" = 1'-0"

P-20-SHA-17

LEGEND

- ① 4" SQ. GALV. TUBULAR STEEL POST WITH CAP-WELDED FLUSH AND SMOOTH W/POST
② 2 X 4 WOOD GATE FRAME
③ CONCRETE FOOTING - SLOPE TOP TO DRAIN
④ 1 X 6 WOOD BOARD (HORIZONTAL WITH 1" BETWEEN EACH BOARD)
⑤ (3) HEAVY DUTY GATE HINGES
⑥ 95% COMPACTED SUBGRADE
⑦ ADA COMPLIANT LEVER TYPE LOCKING HANDLE ON BOTH SIDES OF THE GATE
⑧ 2 X 6 WOOD CROSS BRACE
⑨ FINISHED GRADE
⑩ ABU44Z ADJUSTABLE POST BASE WITH UPLIFT, BY SIMPSON STRONG TIE

NOTES:

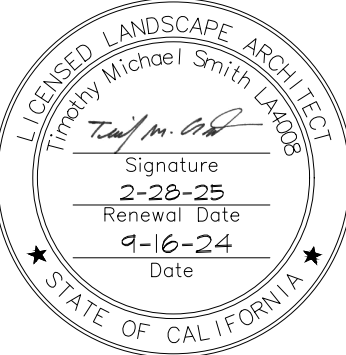
1. 1 x 6 HORIZONTAL BOARDS TO BE CEDAR, ALL OTHER WOOD TO BE CONSTRUCTION GRADE DOUGLAS FIR.
2. ALL HARDWARE TO BE GALVANIZED.
3. STAIN ALL WOOD WITH NATURAL COLOR SEALANT.



WYNN-SMITH
LANDSCAPE
ARCHITECTURE
INC.

13319 POWAY RD, SUITE 150
POWAY, CA 92064
TEL. 858.513.0030

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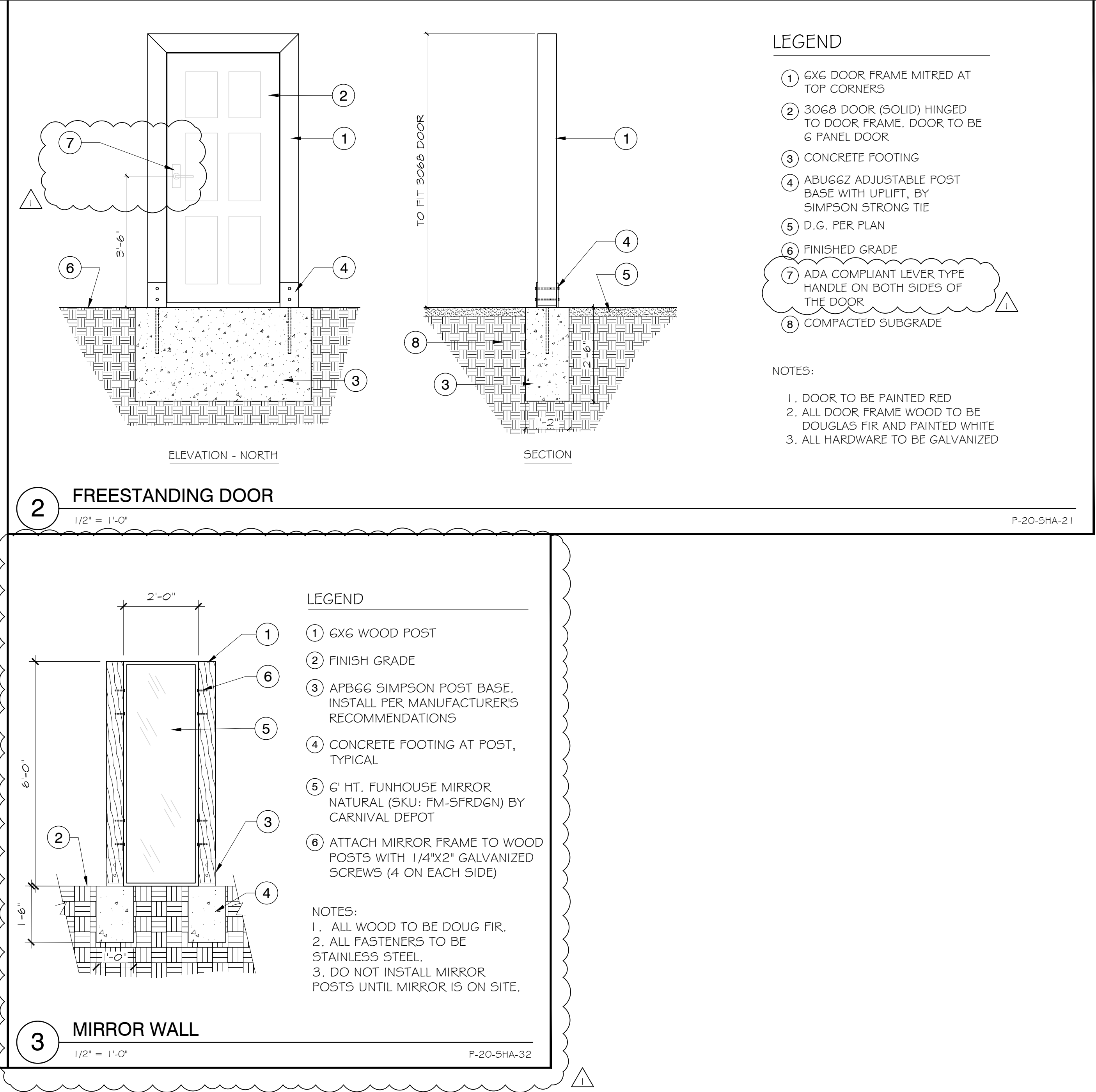
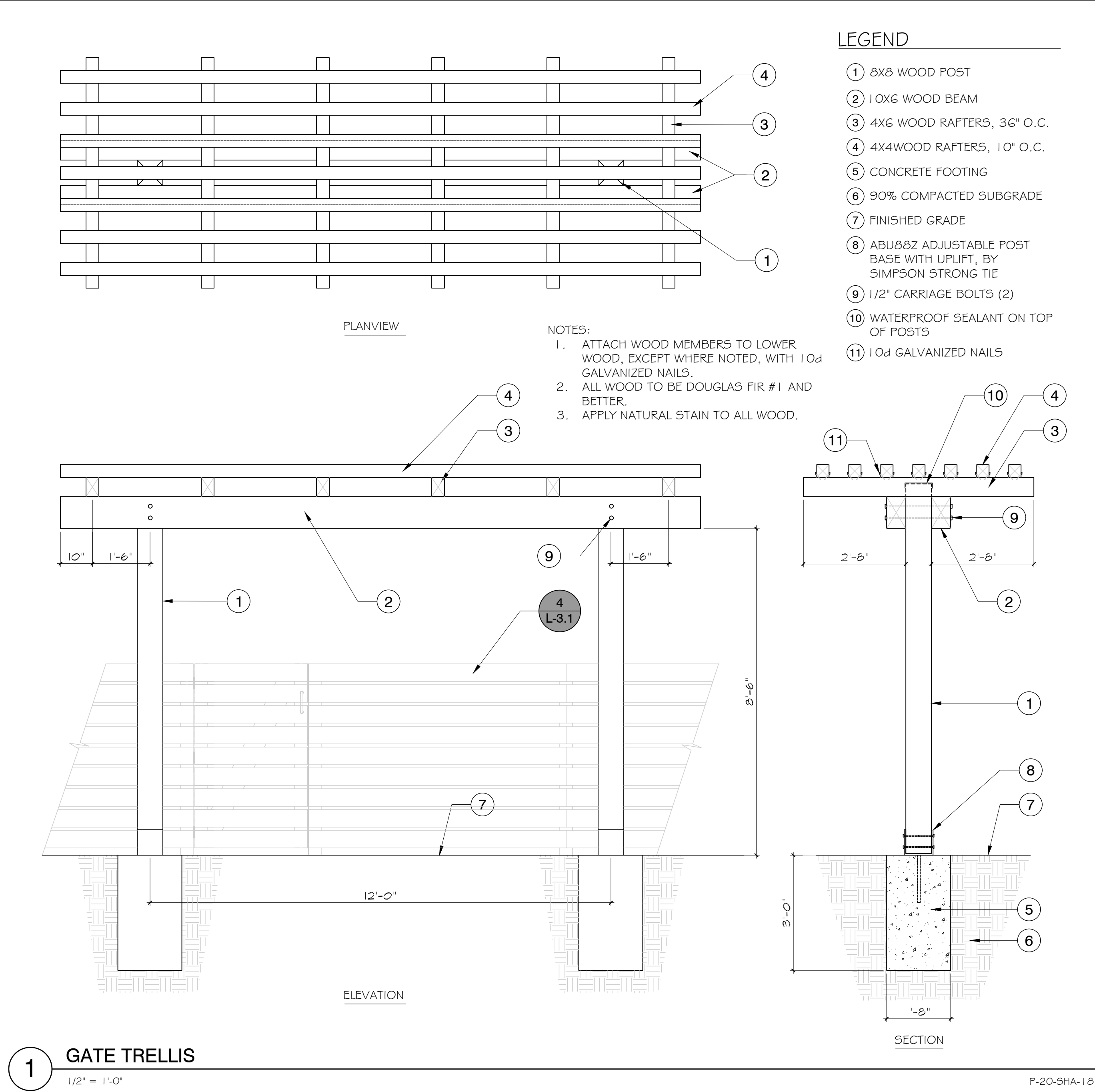
Revisions	By

Drawn By: TEAM
Checked By:
Date issued: 12-19-2024
Project No.: 24-007
Scale:

Sheet

L-3.1

Of Sheets



WSLA

WYNN-SMITH LANDSCAPE ARCHITECTURE INC.

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POWAY, CA 92064
TEL: 858.513.0030

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LICENSED LANDSCAPE ARCHITECT
Wynne Michael Smith-Landee
Signature
2-28-25
Renewal Date
9-16-24
Date
STATE OF CALIFORNIA

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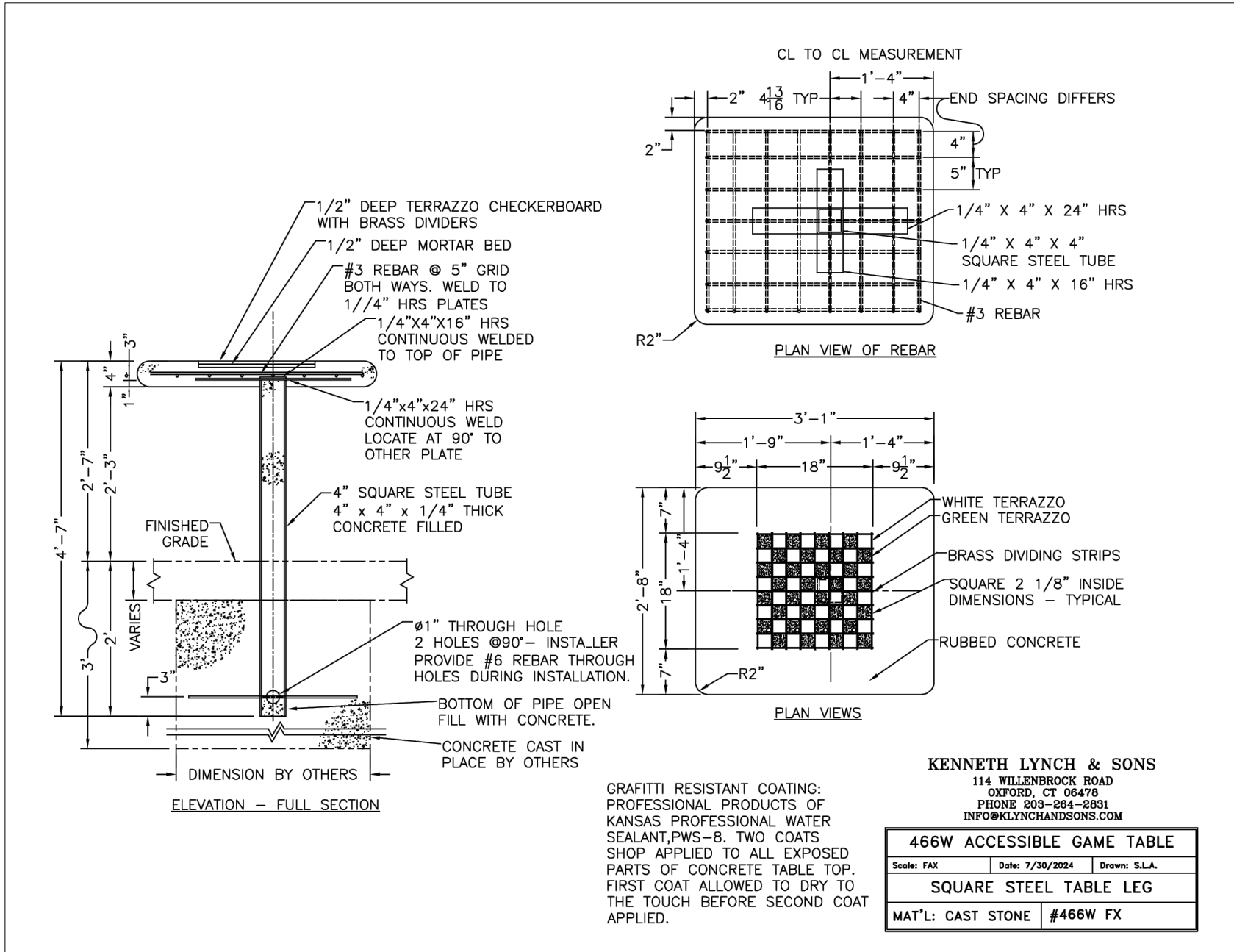
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L-3.2

Of

Sheets

Page 407 of 510



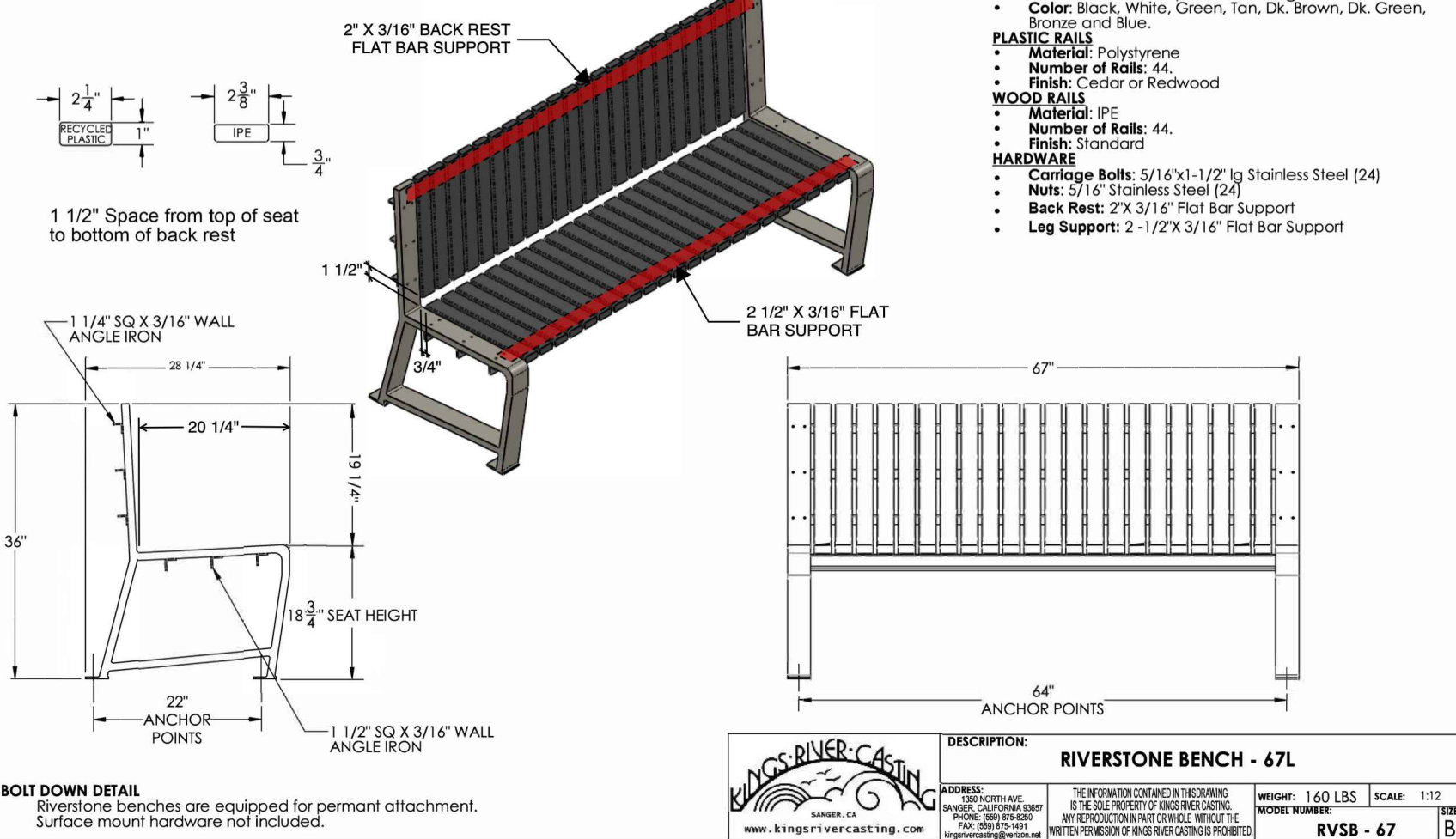
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NTS

P-20-SHA-33

PRODUCT SPECIFICATIONS

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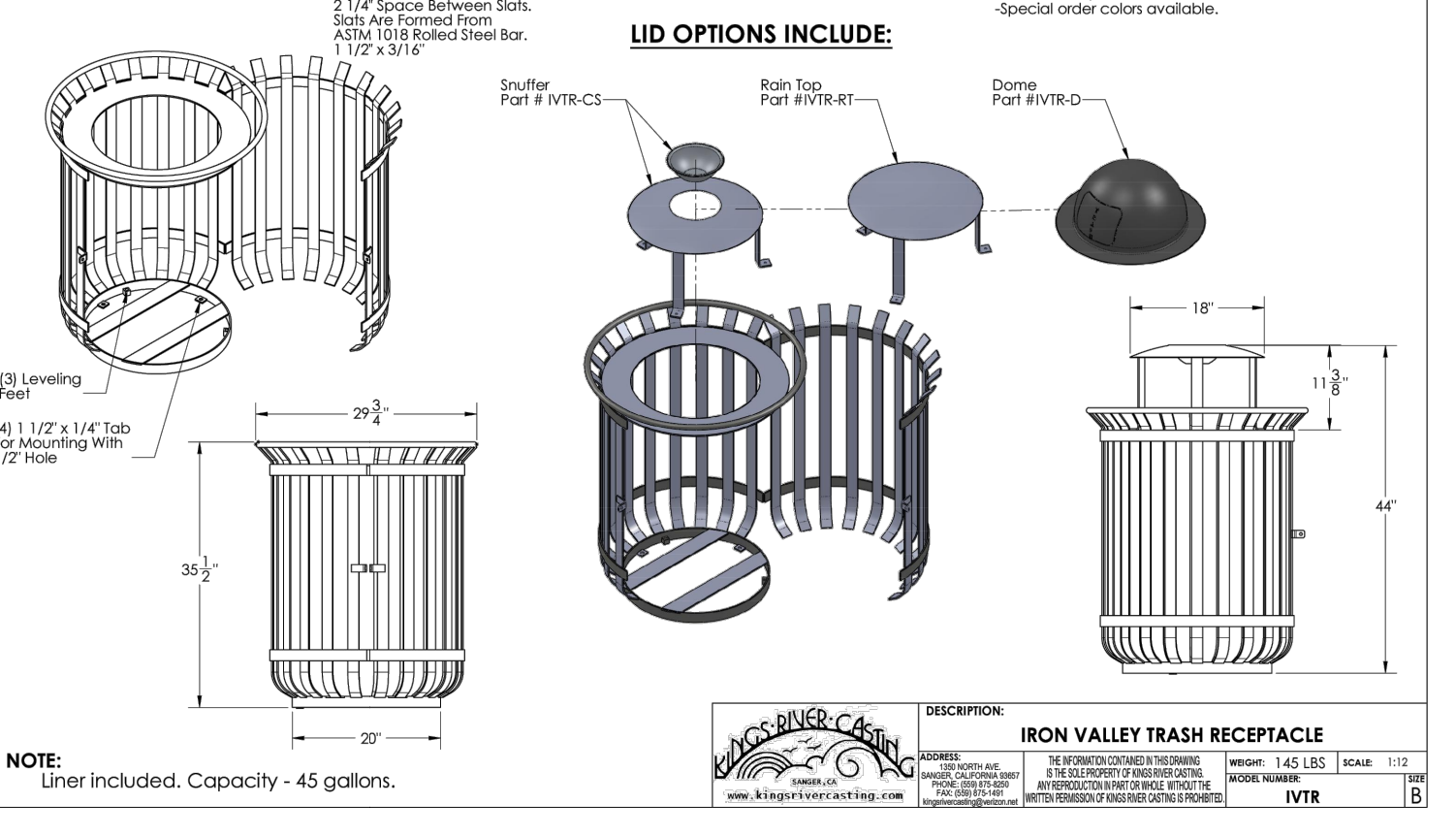
2 RIVERSTONE BENCH

NTS

P-20-SHA-34

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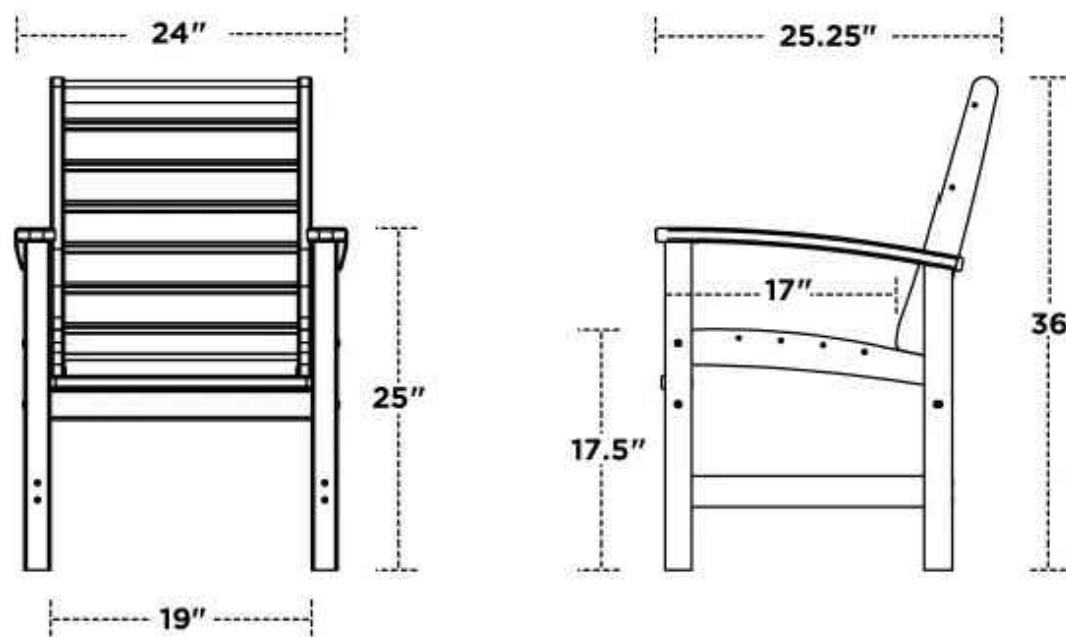
IRON VALLEY TRASH RECEPTACLE



3 TRASH RECEPTACLE

NTS

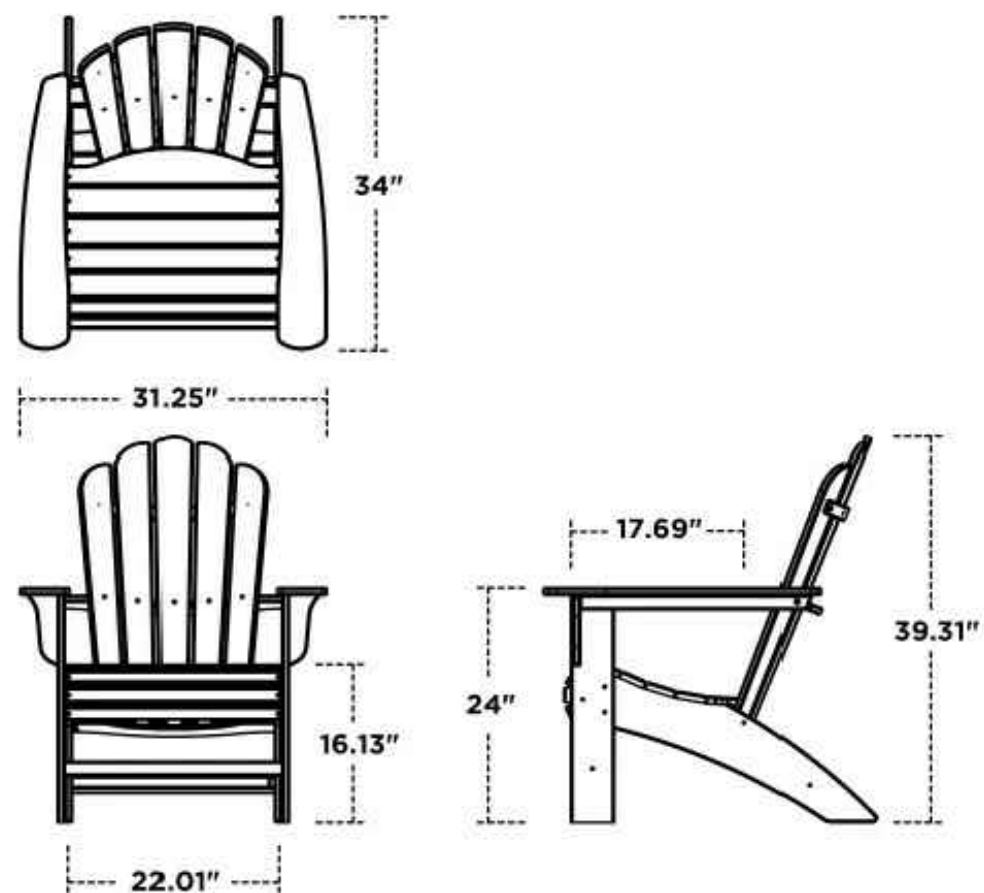
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4 CHAIR

NTS

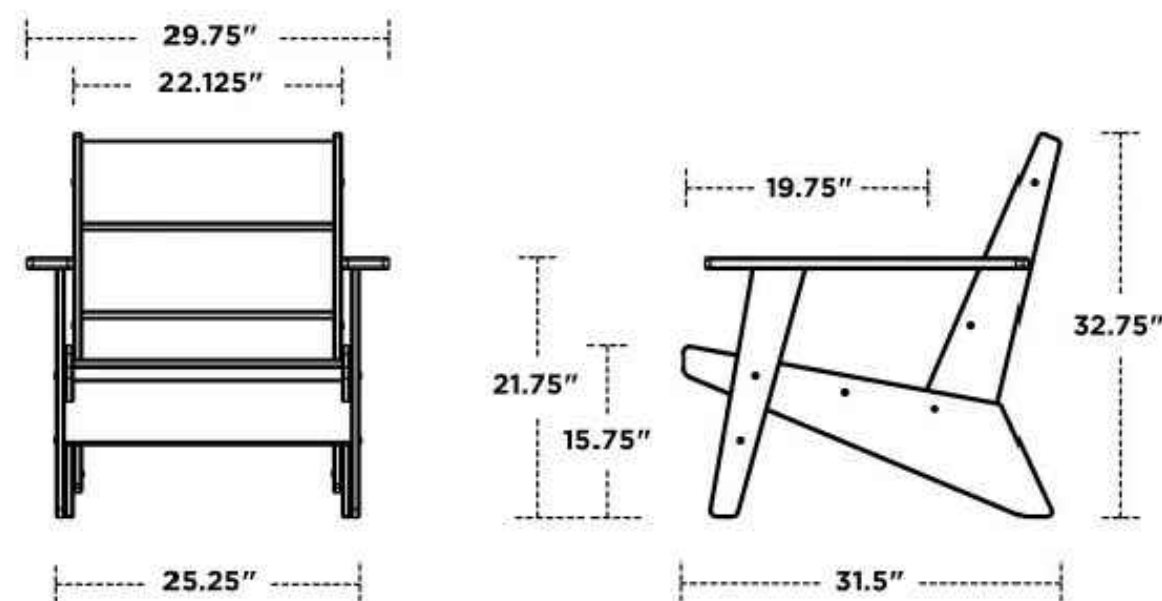
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5 ADIRONDACK CHAIR

NTS

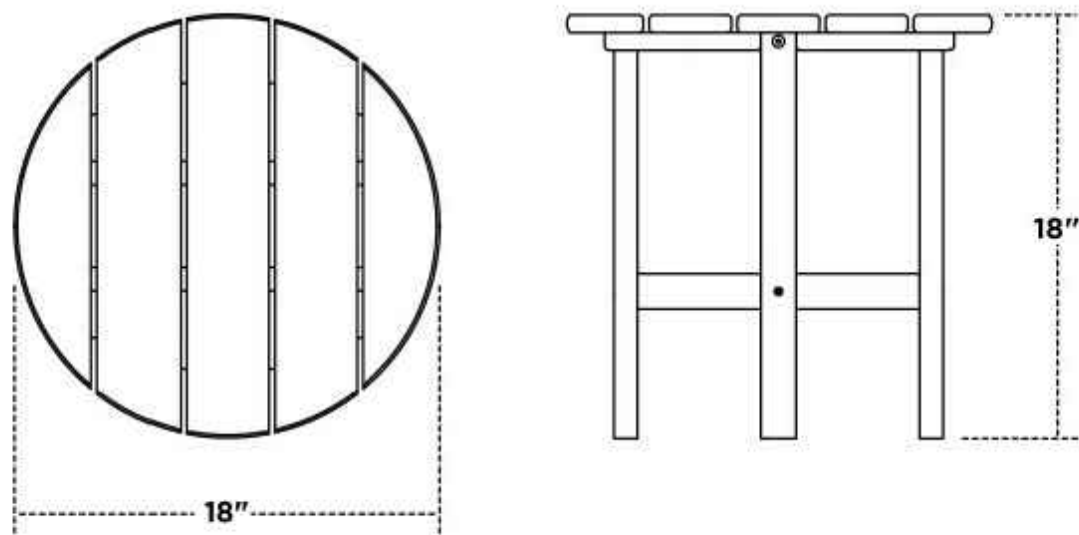
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6 LOUNGE CHAIR

NTS

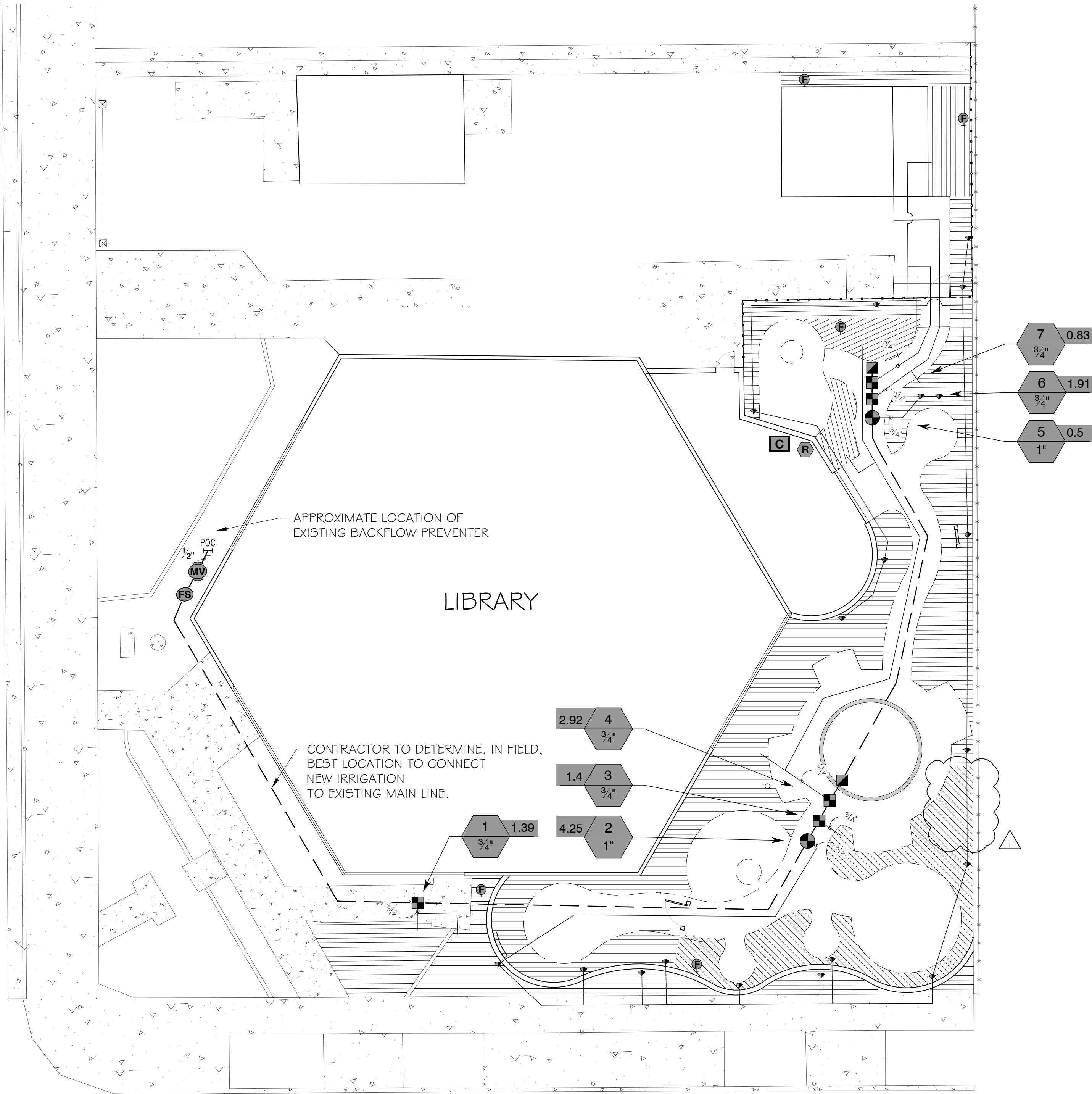
P-20-SHA-38



7 18-IN ROUND TABLE

NTS

P-20-SHA-37



IRRIGATION SCHEDULE

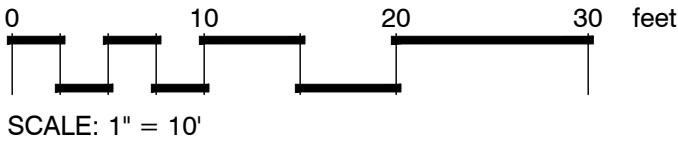
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL
	RAIN BIRD 1800-1400 FLOOD FIXED FLOW RATE 0.25 GPM - 2.0 GPM, FULL CIRCLE BUBBLER, 1/2IN. FIPT.	19	30	4/L-4.1
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		DETAIL
	RAIN BIRD LFV-075 3/4IN. LOW FLOW DV VALVE	5		10/L-4.1
	RAIN BIRD MDCFAP DRIPLINE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.	5		3/L-4.2
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFCV-06-18 XFCV ON-SURFACE LANDSCAPE DRIPLINE WITH A HEAVY-DUTY 3.5 PSI CHECK VALVE. 0.6 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. GREAT FOR ELEVATION CHANGE. SPECIFY XF INSERT FITTINGS.	1,327 L.F.		4/L-4.2
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		DETAIL
	RAIN BIRD PGA-PRS-D ANGLE 1IN., 1-1/2IN., 2IN. ELECTRIC REMOTE CONTROL VALVE, ANGLE, WITH PRESSURE REGULATOR MODULE.	2		2/L-4.2
	RAIN BIRD 33-DLRC 3/4IN. BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING THERMOPLASTIC RUBBER COVER, DOUBLE TRACK KEY LUG, AND 2-PIECE BODY.	2		9/L-4.1
	RAIN BIRD PGA-PRS-D ANGLE 1" 1IN., 1-1/2IN., 2IN. ELECTRIC MASTER VALVE, ANGLE, WITH PRESSURE REGULATOR MODULE.	1		5/L-4.1
	RAIN BIRD ESP4ME3 WITH (2) ESP-SM3 10 STATION, HYBRID MODULAR OUTDOOR CONTROLLER, FOR RESIDENTIAL OR LIGHT COMMERCIAL USE. LNK WIFI MODULE AND FLOW SENSOR READY.	1		1/L-4.1
	RAIN BIRD RSD-BEX RAIN SENSOR, WITH METAL LATCHING BRACKET, EXTENSION WIRE.	1		8/L-4.1
	RAIN BIRD FS-100-B 1" FLOW SENSOR FOR USE WITH RAIN BIRD MAXICOM, SITECONTROL, AND ESP-LXD CENTRAL CONTROL SYSTEMS. BRASS MODEL. SUGGESTED OPERATING RANGE OF 2.0 GPM TO 40.0 GPM. SENSORS SHOULD BE SIZED FOR FLOW RATHER THAN PIPE SIZE.	1		6/L-4.1
	POINT OF CONNECTION 1" SHAFTER CITY PUBLIC WORKS DEPARTMENT	1		
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	542.0 L.F.		3/L-4.1
	IRRIGATION MAINLINE: PVC SCHEDULE 40	195.4 L.F.		
Valve Callout: # Valve Number # Valve Flow # Valve Size				

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
1	RAIN BIRD LFV-075	3/4"	AREA FOR DRIPLINE	1.39	23.2	28.3	0.43 in/h
2	RAIN BIRD PGA-PRS-D ANGLE	1"	BUBBLER	4.25	36.1	50.6	0.89 in/h
3	RAIN BIRD LFV-075	3/4"	AREA FOR DRIPLINE	1.4	23.2	28.9	0.43 in/h
4	RAIN BIRD LFV-075	3/4"	AREA FOR DRIPLINE	2.92	23.5	33.2	0.43 in/h
5	RAIN BIRD PGA-PRS-D ANGLE	1"	BUBBLER	0.5	34.3	38.9	1.12 in/h
6	RAIN BIRD LFV-075	3/4"	AREA FOR DRIPLINE	1.91	23.3	31.1	0.43 in/h
7	RAIN BIRD LFV-075	3/4"	AREA FOR DRIPLINE	0.83	23.2	28.2	0.43 in/h

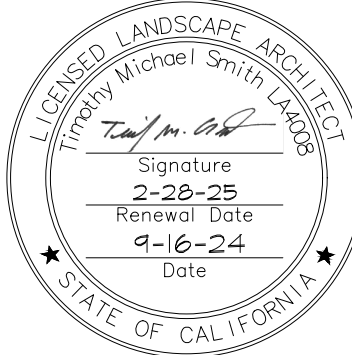
CRITICAL ANALYSIS

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P.O.C. NUMBER: 01	
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FLOW AVAILABLE	
Point of Connection Size:	1"
Flow Available:	19.62 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	62 PSI
Pressure Available:	62 PSI
DESIGN ANALYSIS	
Maximum Station Flow:	4.25 GPM
Flow Available at POC:	19.62 GPM
Residual Flow Available:	15.37 GPM
Critical Station:	2
Design Pressure:	30 PSI
Friction Loss:	1.12 PSI
Fittings Loss:	0.11 PSI
Elevation Loss:	0 PSI
Loss through Valve:	4.87 PSI
Pressure Req. at Critical Station:	36.1 PSI
Loss for Fittings:	0.87 PSI
Loss for Main Line:	8.7 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Loss for Master Valve:	4.87 PSI
Critical Station Pressure at POC:	50.5 PSI
Pressure Available:	62 PSI
Residual Pressure Available:	11.5 PSI



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ARCHITECTURE
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13319 POWAY RD, SUITE 150
POWAY, CA 92064
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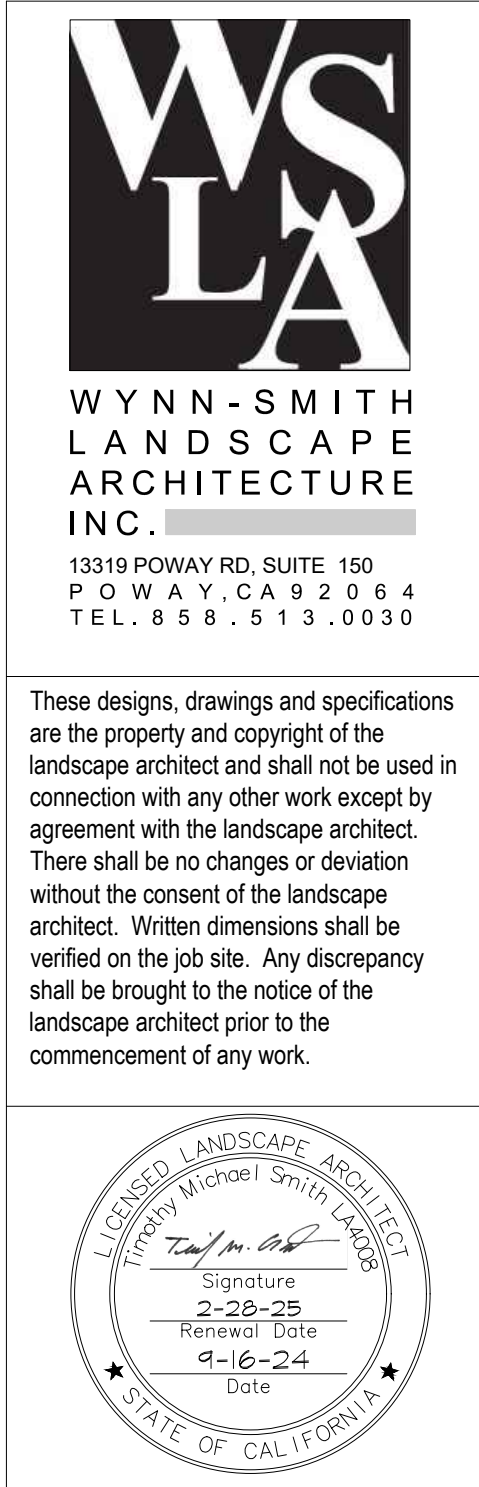
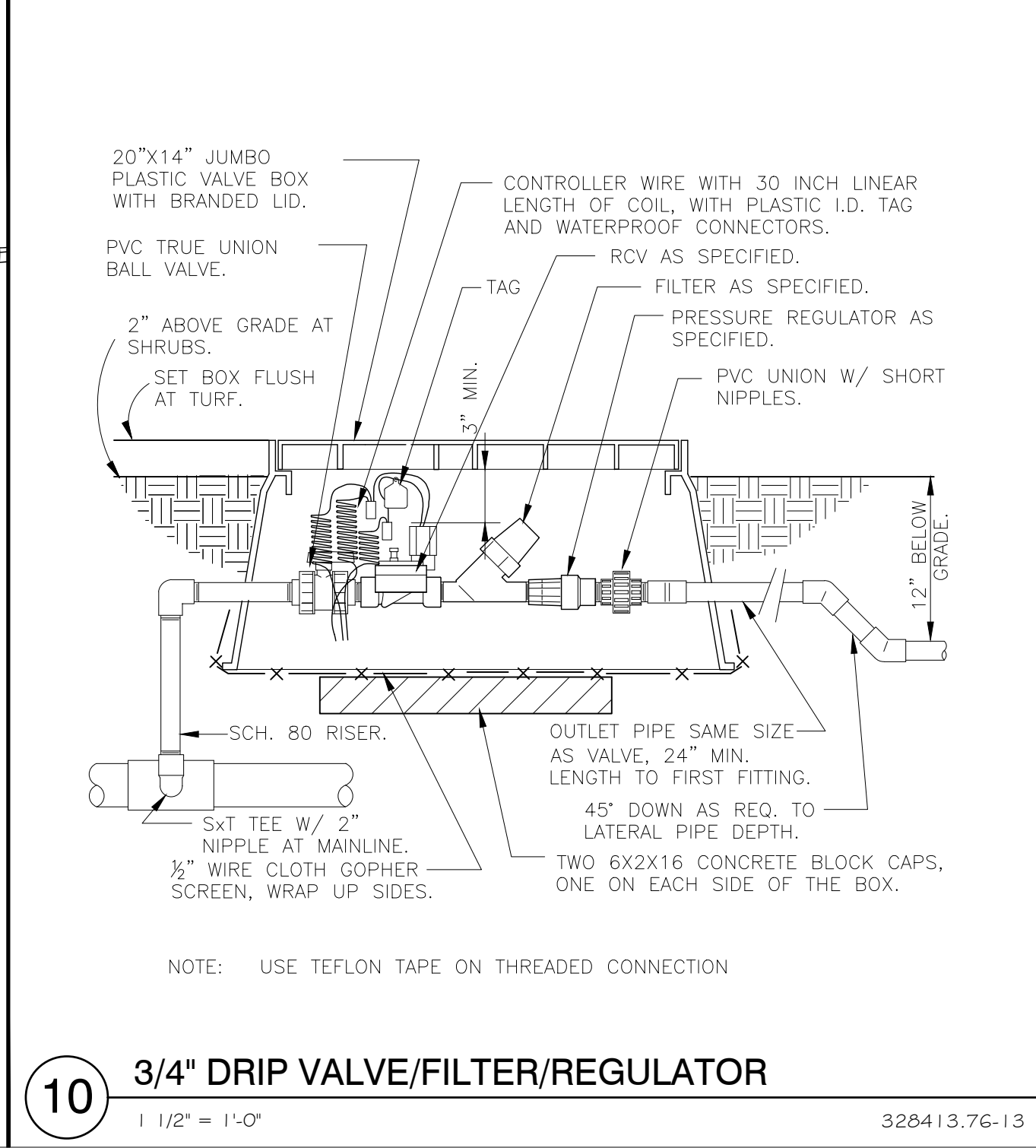
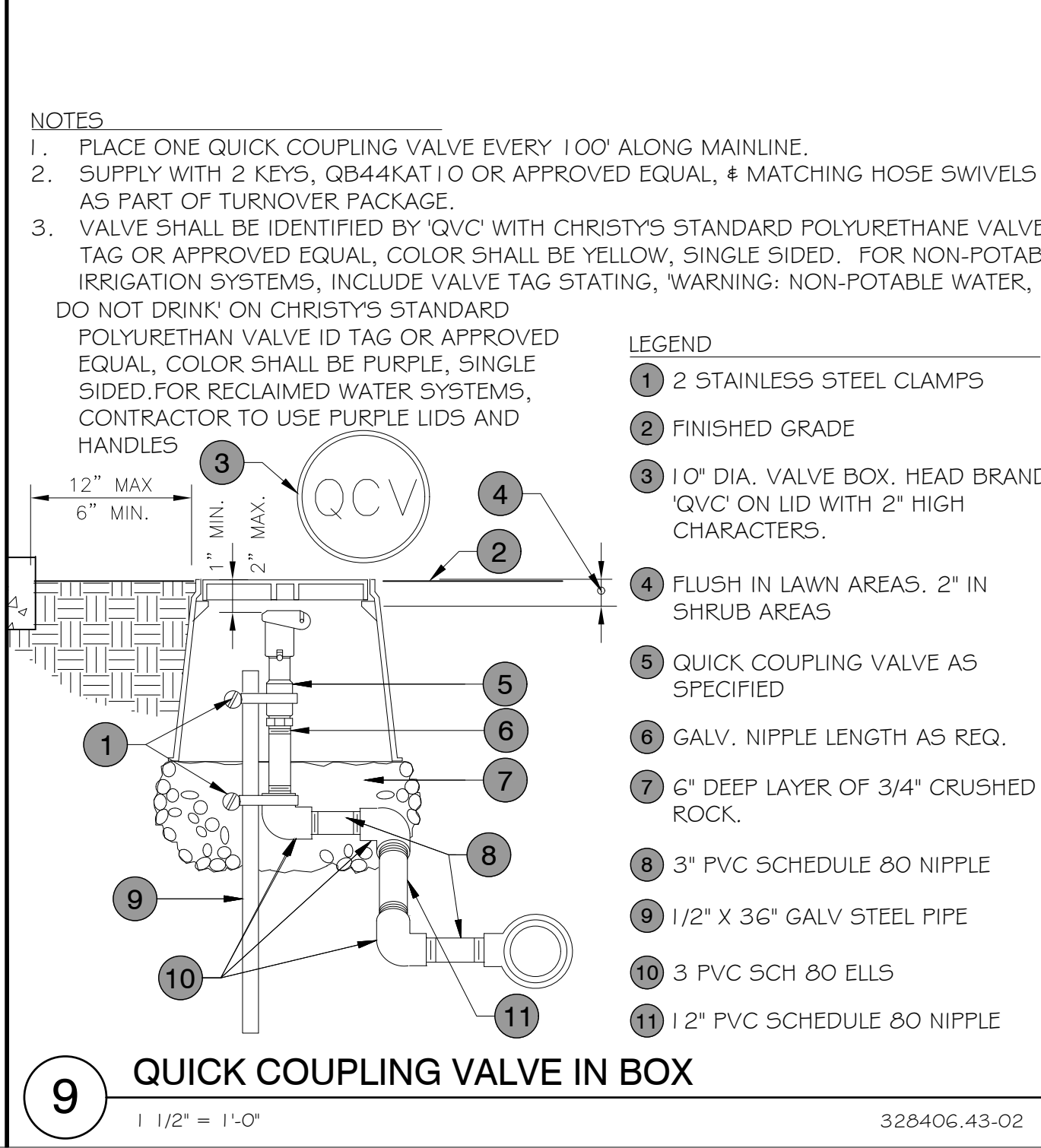
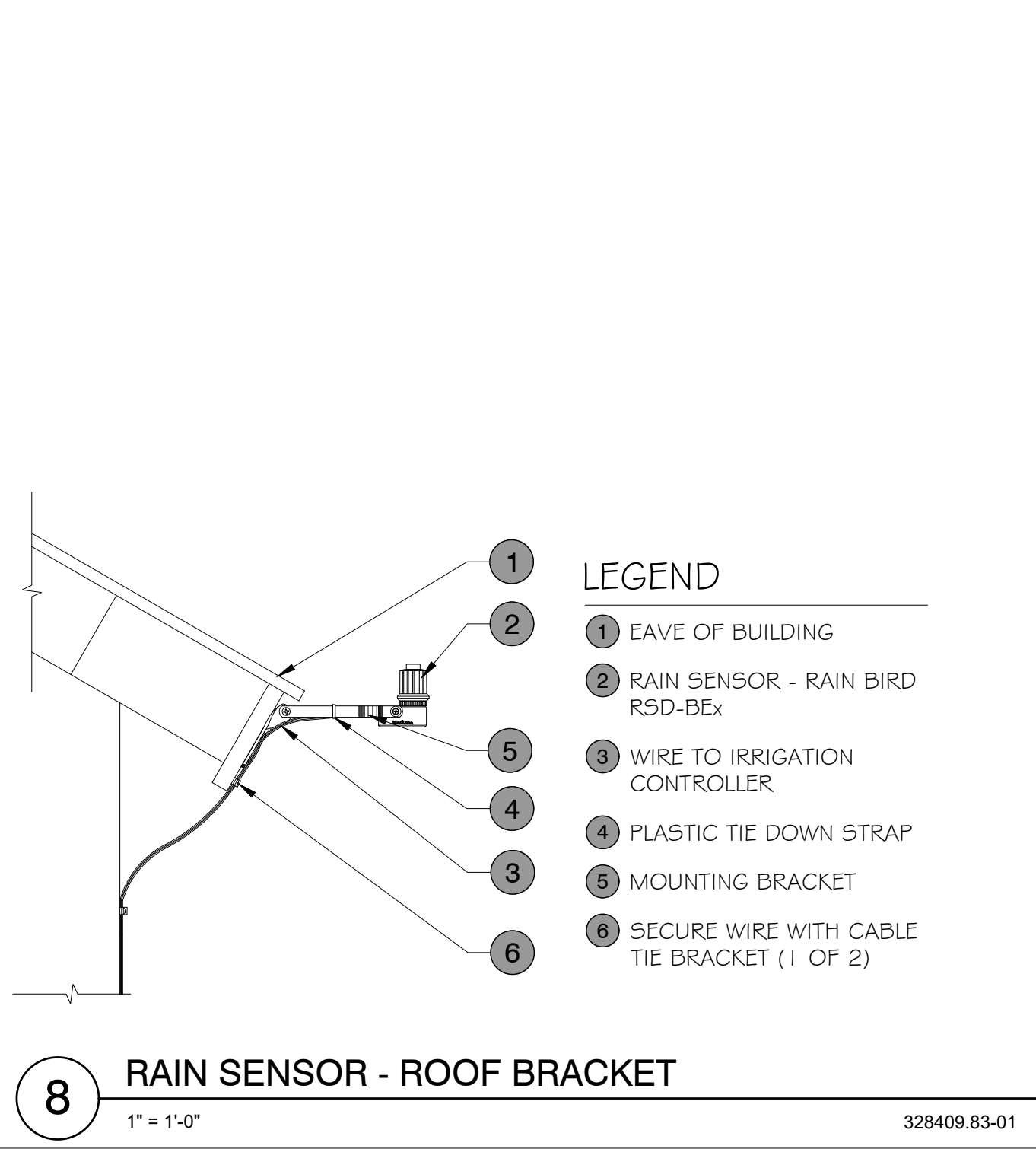
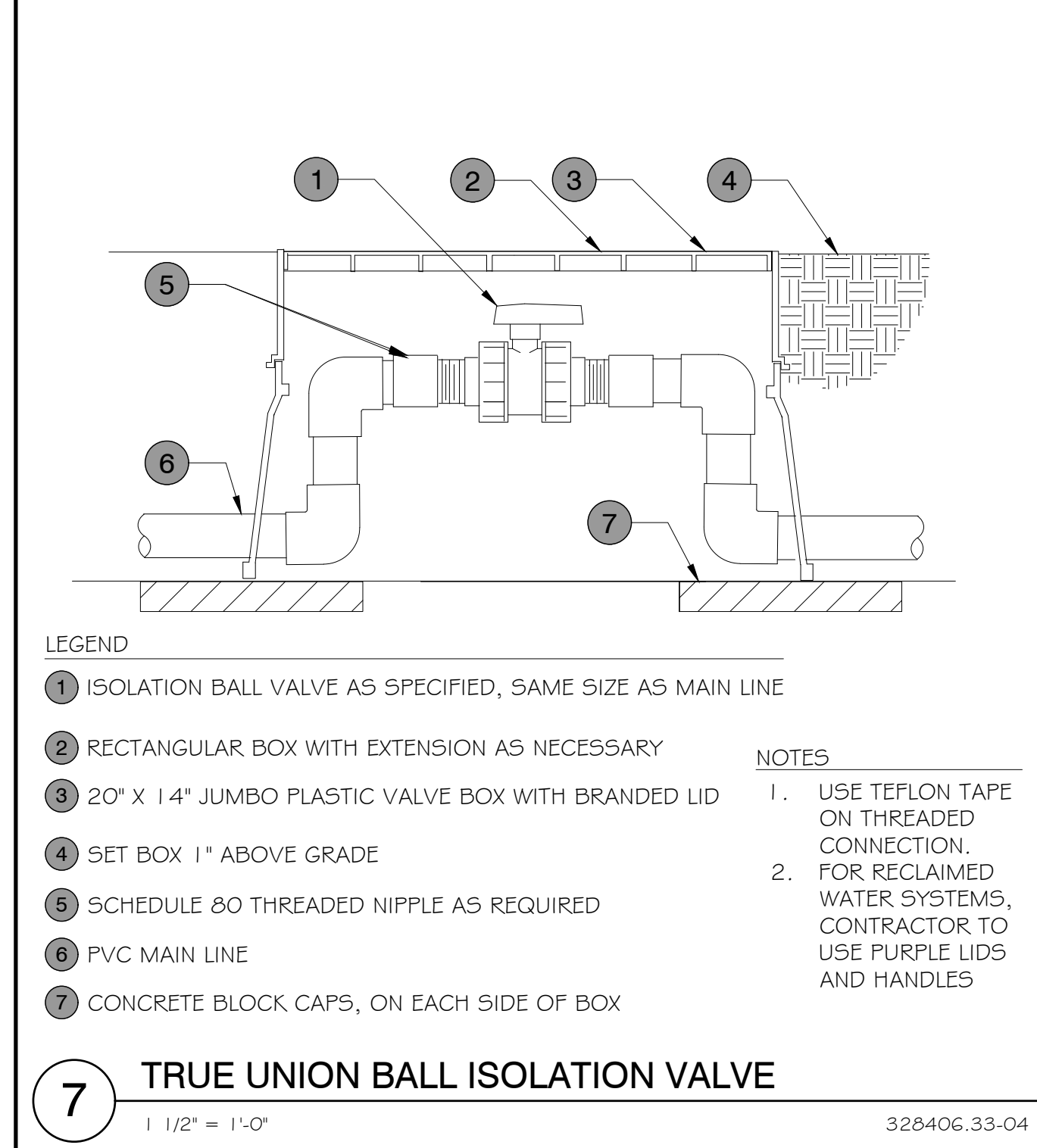
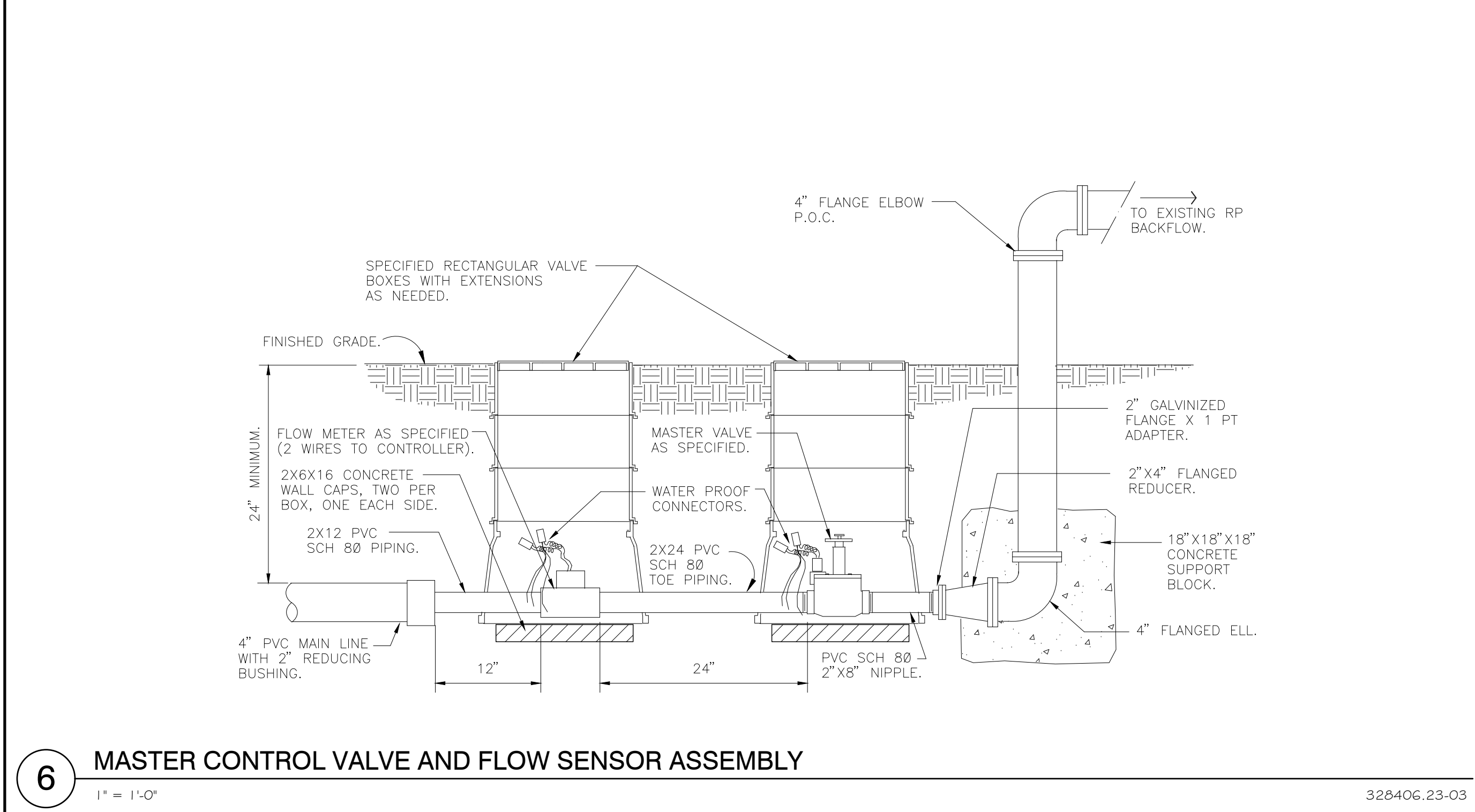
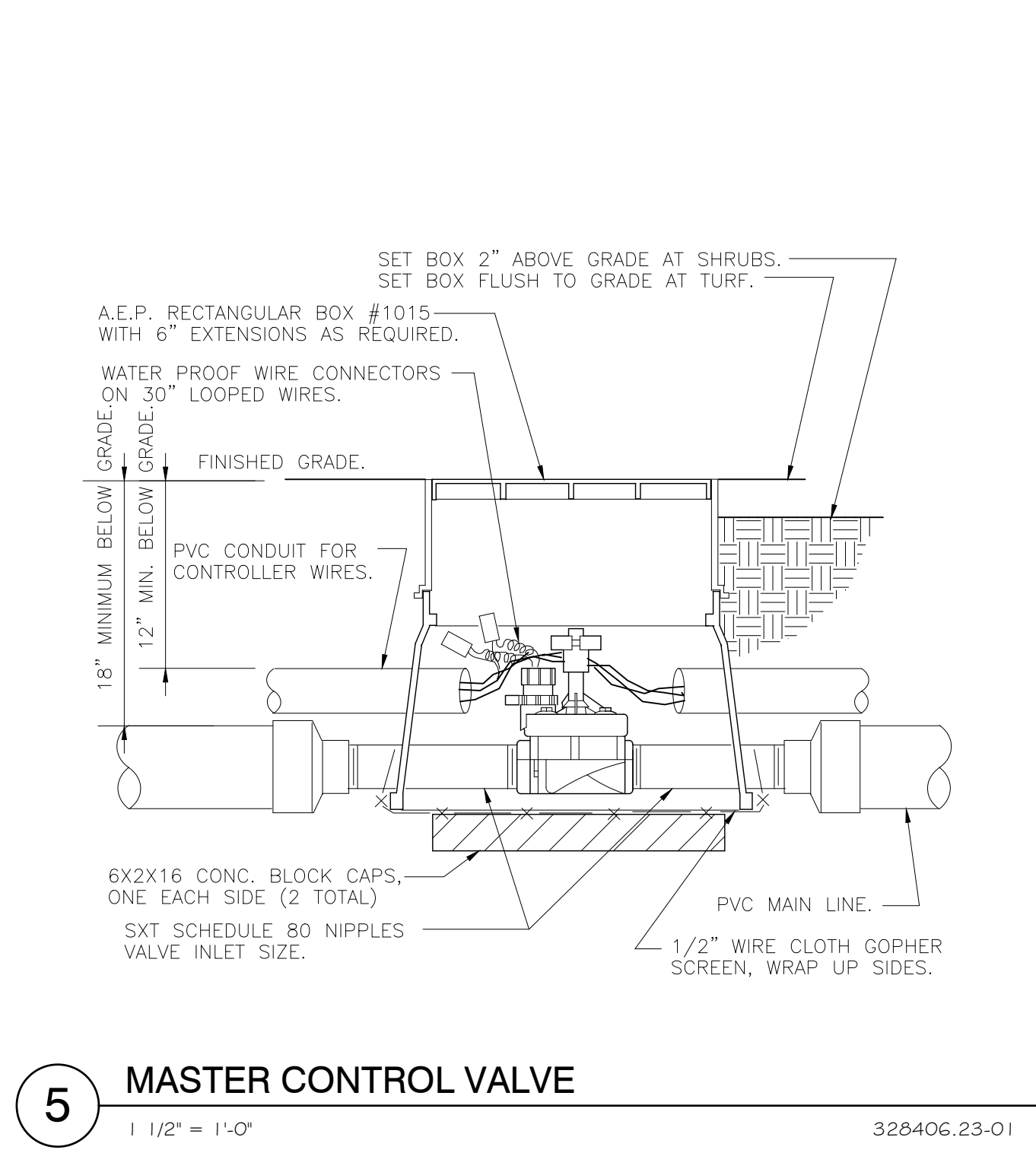
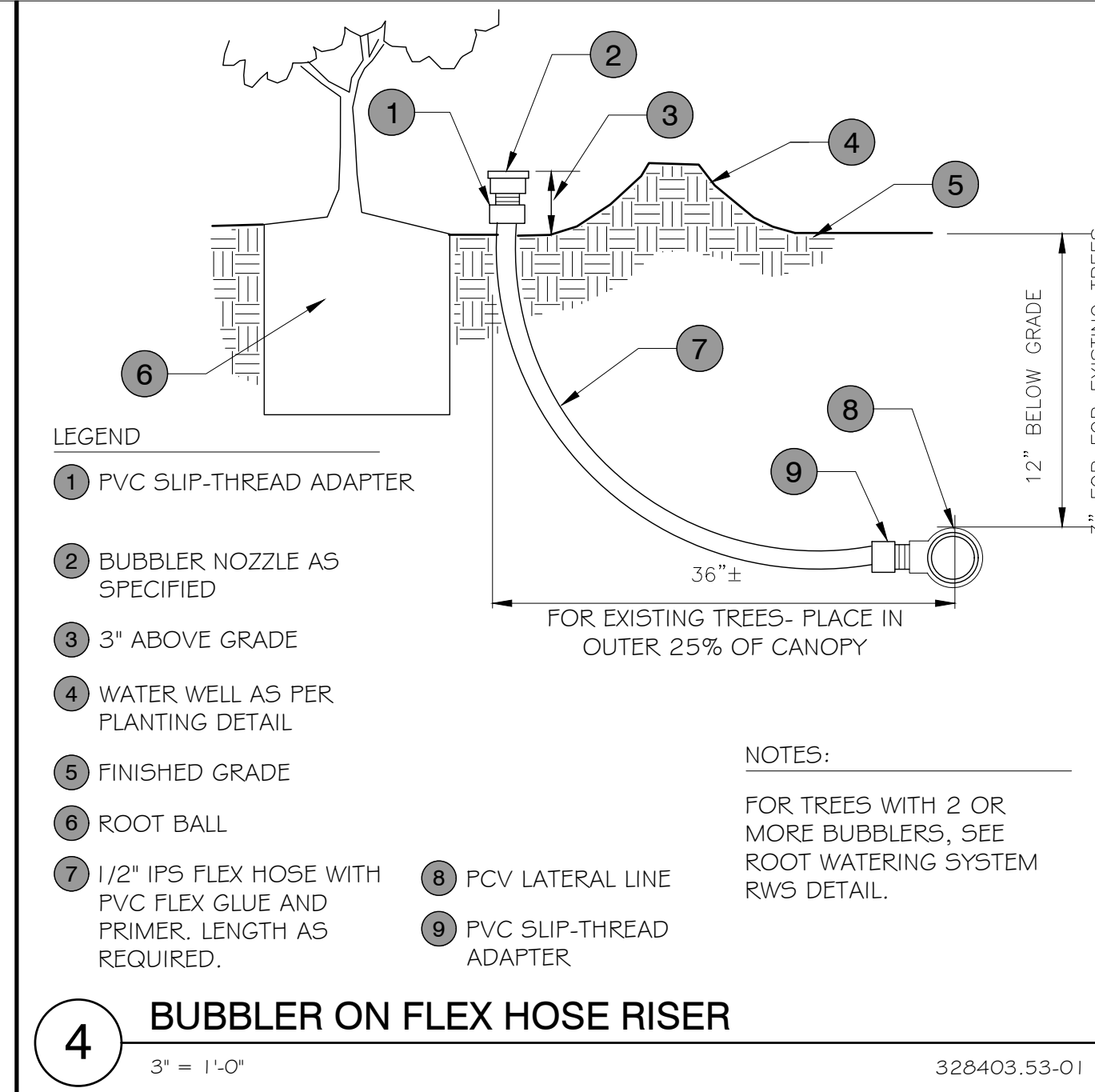
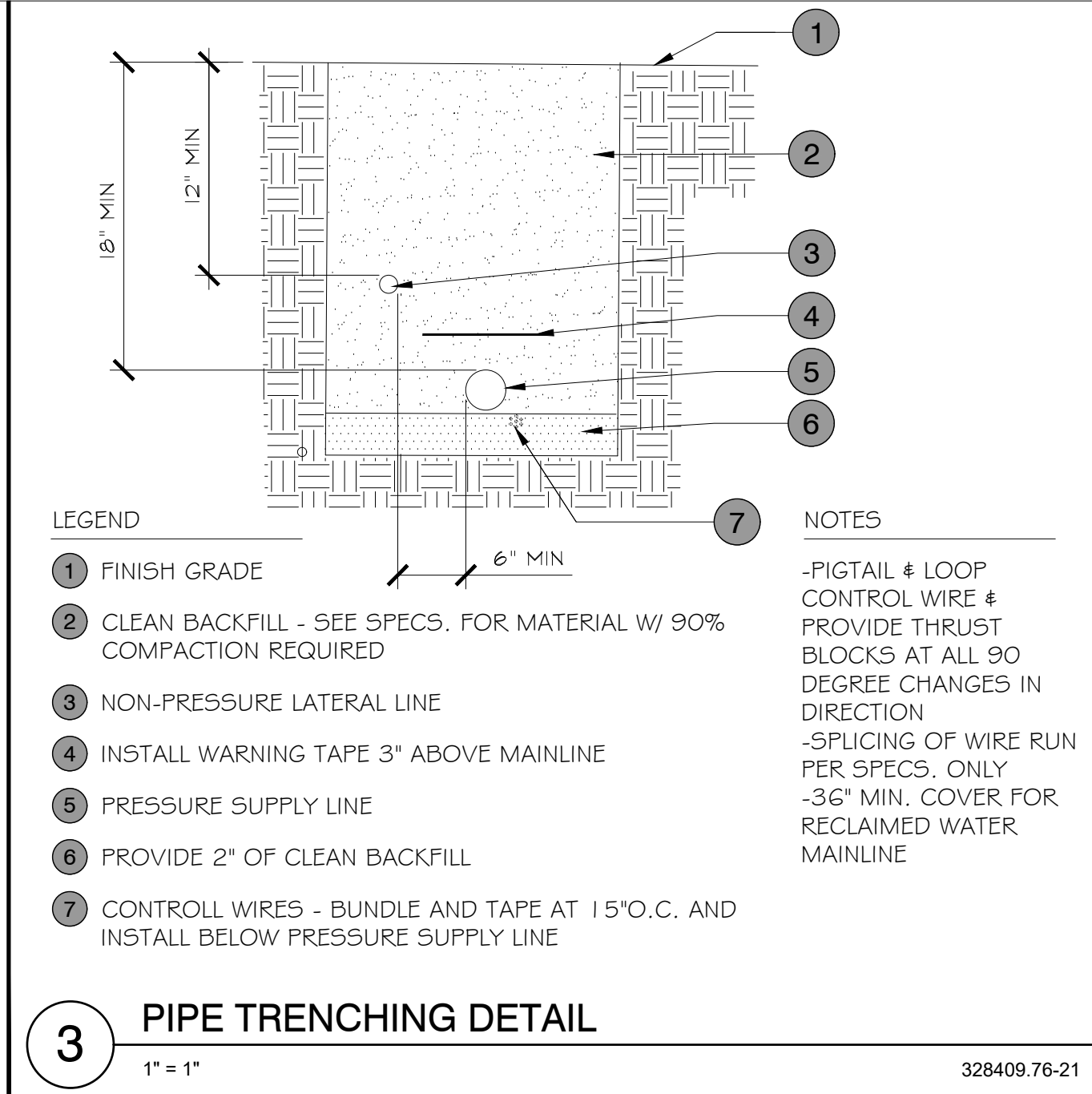
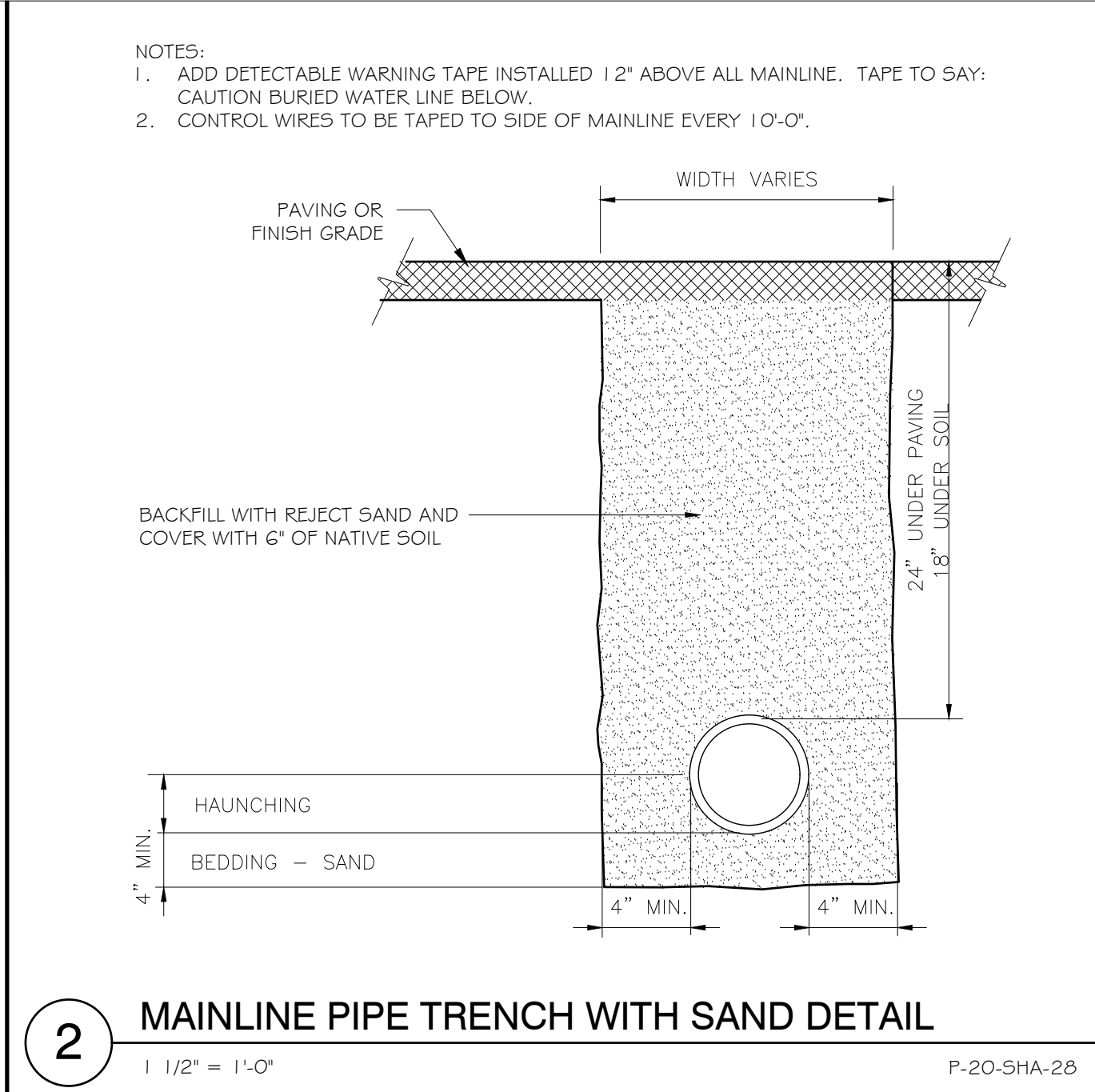
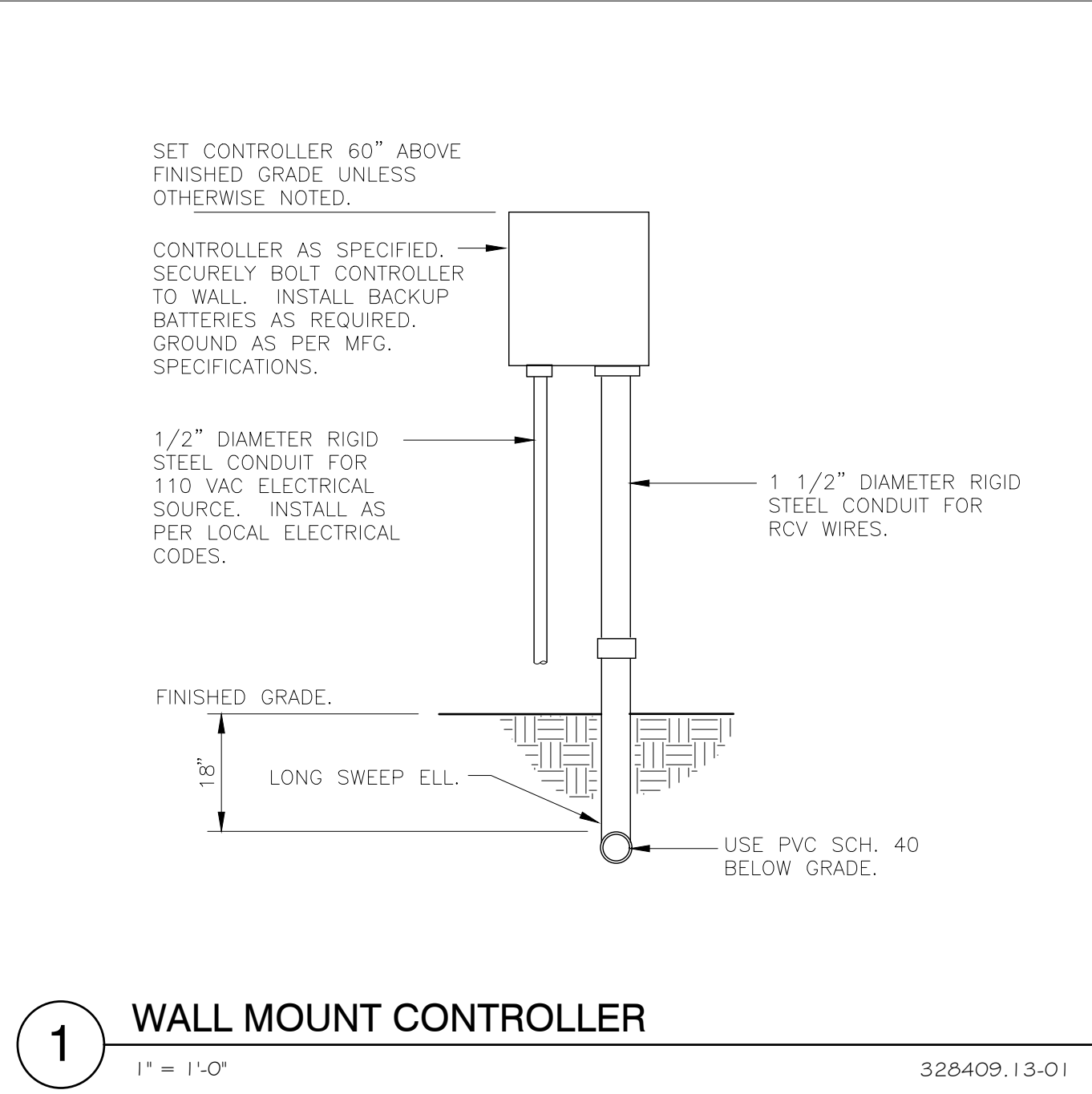
IRRIGATION PLAN

Revisions	By

Drawn By: TEAM
Checked By:
Date Issued: 12-19-2024
Project No.: 24-007
Scale:

Sheet

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IRRIGATION DETAILS

Revisions	By

Drawn By: TEAM

Checked By: _____

Date Issued: 12-19-2024

Project No.: 24-007

Scale: _____

Sheet

L-4.1

Of _____ Sheets

1. FOR NON-POTABLE IRRIGATION SYSTEMS, INCLUDE VALVE TAG STATING, 'WARNING: NON-POTABLE WATER, DO NOT DRINK' IN CHRISTY'S STANDARD POLYURETHANE VALVE ID TAG OR APPROVED EQUAL, COLOR TO BE PURPLE, SINGLE SIDED. ATTACH TO VALVE SOLENOID PIGTAIL WIRE.
2. JUMBO RECTANGULAR VALVE BOX TO BE GREEN; PURPLE FOR NON-POTABLE SYSTEMS.



328406.13-11

- ① FINISH GRADE/TOP OF MULCH
- ② JUMBO VALVE BOX WITH COVER:
RAIN BIRD VB-STD
- ③ 30-INCH LINEAR LENGTH OF
WIRE, COILED
- ④ WATERPROOF CONNECTION:
RAIN BIRD DB SERIES
- ⑤ 1-INCH BALL VALVE (INCLUDED
IN XCZ-PRB-100-COM KIT)
- ⑥ CHRISTY'S ID TAG WITH STATION
NUMBER ON STANDARD
POLYURETHANE VALVE TAG OR
APPROVED EQUAL, COLOR TO
BE YELLOW, SINGLE SIDED.

- | | | |
|---|--|---|
| 1 WATER PROOF WIRE CONNECTORS ON 18" LOOPED WIRES | 5 MAIN LINE WITH PVC TEE | 9 6X21 6 CONC. BLOCK, CAPS, ONE EA. CORNER (4 TOTAL) |
| 2 20x14 JUMBO PLASTIC VALVE BOX AND COVER | 6 SCHEDULE 40 RISER | 10 INCREASE LATERAL LINES AS PER PLANS |
| 3 REMOTE CONTROL VALVE, ONE PER BOX. | 7 TX5 PVC 90 ELBOW | NOTES
1. FOR RECLAIMED WATER SYSTEMS, CONTRACTOR TO USE PURPLE LIDS AND HANDLES |
| 4 KBI BTU "V" THREADED TRUE | 8 1/2" WIRE CLOTH GOMPER SCREEN, WRAP UP ALL SIDES | |

I. FOR RECLAIMED WATER SYSTEMS, CONTRACTOR TO USE PURPLE LIDS AND HANDLES



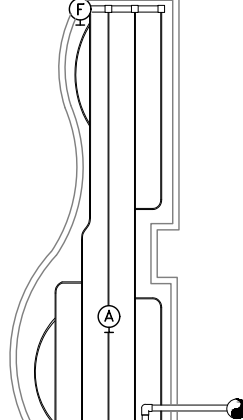
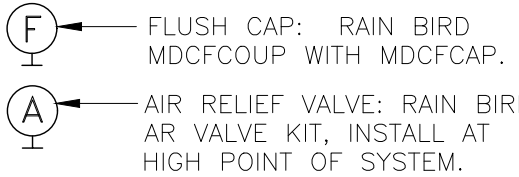
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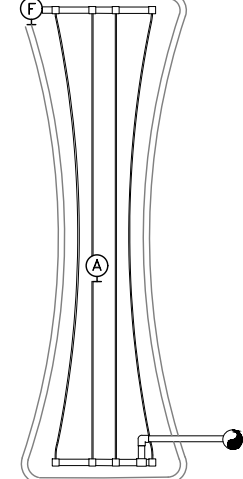
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EMITTER FLOW	12" SPACING	18" SPACING	24" SPACING
0.6 GPH	1.0 GPM	0.67 GPM	0.50 GPM
0.9 GPH	1.5 GPM	1.0 GPM	0.75 GPM

1. DRIFLINE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
3. NORMAL SPACING WITHIN THE TOP 2/3 OF SLOPE.
4. INSTALL DRIFLINE AT 25% GREATER SPACING AT BOTTOM 1/3 OF THE SLOPE.
5. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE THE BOTTOM 1/3 ON A SEPARATE VALVE.



ODD SHAPED



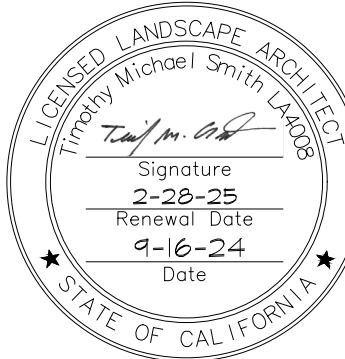
HOURGLASS SHAPED



WYNN-SMITH
LANDSCAPE
ARCHITECTURE
INC.

13319 POWAY RD, SUITE 150
POWAY, CA 92064
TEL. 858.513.0030

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236 JAMES STREET
SHAFTER, CA 93263

PLANTING PLAN

Revisions	By

Drawn By: TEAM

Checked By: _____

Date Issued: 12-19-2024

Project No.: 24-007

Scale: _____

Sheet

L-5.0

Of _____ Sheets

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	CONT	WUCOLS	QTY
TREES					
	ERIOBOTRYA DEFLEXA	BRONZE LOQUAT MULTI-TRUNK	24"BOX	MODERATE	1
SHRUBS					
	ANIGOZANTHOS FLAVIDUS	KANGAROO PAW	5 GAL	LOW	5
	ECHEVERIA X 'BLUE ATOLL'	BLUE ATOLL ECHEVERIA	1 GAL	LOW	4
	FESTUCA GLAUCA 'ELIJAH BLUE'	ELIJAH BLUE FESCUE	1 GAL	LOW	46
	LAVANDULA ANGUSTIFOLIA 'ESSENCE PURPLE'	ESSENCE PURPLE ENGLISH LAVENDER	5 GAL	LOW	11
	LIGUSTRUM SINENSE 'SUNSHINE'	SUNSHINE CHINESE PRIVET	5 GAL	LOW	18
	LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH	5 GAL	LOW	53
	MYRTUS COMMUNIS 'COMPACTA'	DWARF COMMON MYRTLE	5 GAL	LOW	14
	PHORMIUM TENAX 'RAINBOW MAIDEN'	NEW ZEALAND FLAX	5 GAL	LOW	20
	PHORMIUM TENAX 'TOM THUMB'	DWARF FLAX	5 GAL	LOW	15
	PITOSPORUM TOBIRA 'MOJO'	JAPANESE PITOSPORUM	5 GAL	MODERATE	21
	SANTOLINA CHAMAECYPARISSUS	LAVENDER COTTON	5 GAL	LOW	19
	WESTRINGIA FRUTICOSA 'MORNING LIGHT'	MORNING LIGHT COAST ROSEMARY	5 GAL	LOW	14
	WESTRINGIA FRUTICOSA 'WESOS'	MUNDI™ COAST ROSEMARY	5 GAL	LOW	6

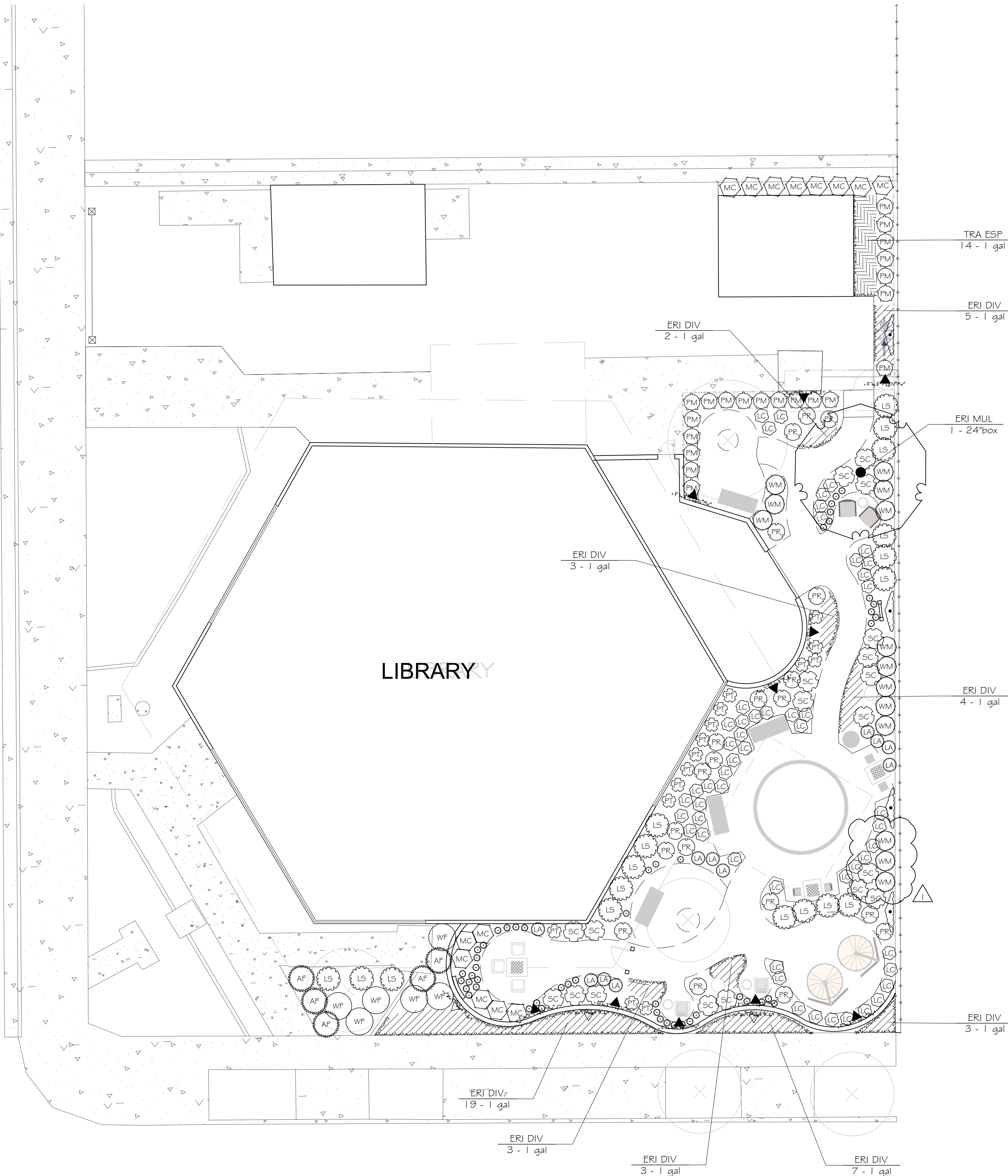
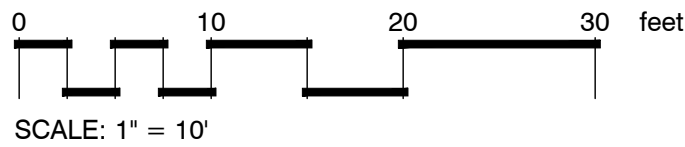
VINE ESPALIER

	BIGNONIA CAPREOLATA 'TANGERINE BEAUTY'	TANGERINE BEAUTY CROSS VINE	5 GAL	MODERATE	10
	DISTICTIS BUCCINATORIA	BLOOD RED TRUMPET VINE	5 GAL	MODERATE	3
	FICUS PUMILA	CREEPING FIG	5 GAL	MODERATE	4

SYMBOL	BOTANICAL NAME	COMMON NAME	CONT	WUCOLS	SPACING	QTY
	ERIGERON KARVINKSIANUS	SANTA BARBARA DAISY	1 GAL	LOW	30" o.c.	50
	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE TRELLIS	1 GAL	MODERATE	24" o.c.	14

PLANTING NOTES

- THE PLANTING PLAN IS DIAGRAMMATIC AND SHALL BE USED AS A GUIDE FOR SETTING OUT PLANTS. PRIOR TO PLANTING, THE LANDSCAPE ARCHITECT SHALL BE CONTACTED TO APPROVE ALL PLANT LOCATIONS AND DIRECT ADJUSTMENTS.
- PLANT MATERIALS SHALL CONFORM TO NURSERYMAN'S STANDARDS FOR SIZE AND HEALTH. ALL PLANTS ARE SUBJECT TO REJECTION BY THE LANDSCAPE ARCHITECT IF SUBSTANDARD IN SIZE, QUALITY AND HEALTH. PROVIDE WATERPROOF SPECIES IDENTIFICATION TAGS ON ONE PLANT PER SPECIES PER GROUPING.
- PLANT COUNTS ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON THE PLAN.
- IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS THOROUGHLY SOAKED PRIOR TO PLANTING.
- LANDSCAPE CONTRACTOR SHALL MAINTAIN A MINIMUM 2% DRAINAGE AWAY FROM ALL BUILDINGS AND FINISH GRADES SMOOTHED TO ELIMINATE PUDDLING OR STANDING WATER. CONTRACTOR SHALL COORDINATE WITH OTHER TRADES AND MAINTAIN DRAINAGE DURING CONSTRUCTION. FINISH GRADE OF PLANTING AREAS SHALL BE 2" BELOW FINISH SURFACE OF PAVING AND A MINIMUM OF 8" BELOW BUILDING STUCCO SCREED.
- LANDSCAPE CONTRACTOR SHALL REMOVE ALL EXISTING VEGETATION, TRASH, CLIPPINGS, ROCK AND OTHER DEBRIS IN PLANTING AREAS. RAKE AND FINE GRADE ALL PLANTING AREAS PRIOR TO COMMENCEMENT OF PLANTING OPERATIONS.
- PLANTING PITS SHALL BE PER PLANTING DETAILS.
- PLANTING PITS AND PLANTERS SHALL BE BACKFILLED PER SOIL TEST REPORT FOR PLANTING. CONTRACTOR SHALL PROVIDE RESULTS OF AN AGRONOMIC SOILS TEST TO THE OWNER. CONTRACTOR SHALL ADD AMENDMENTS TO THE PLANTING AREAS PER SOILS TESTING RECOMMENDATIONS.
- STAKE 15 GALLON AND LARGER TREES PER DETAILS. CONTRACTOR SHALL BE RESPONSIBLE FOR TREE STABILITY DURING LENGTH OF THE GUARANTEE PERIOD.
- VERIFY TREE PIT DRAINAGE WITH 24 HOUR WATER FILL TEST PRIOR TO PLANTING. ALL BOXED TREES NOT DRAINING ARE TO HAVE A 4" DIAMETER AUGER HOLE DRILLED THROUGH ANY HARDPAN OR COMPACTED EARTH AS REQUIRED TO PROVIDE DRAINAGE IN 24 HOUR PERIOD.
- POST PLANTING FERTILIZATION SHALL BE PERFORMED BY CONTRACTOR AT 30, 60, & 90 DAYS AFTER PLANTING.
- PLANTS SHALL NOT BE PLACED WITHIN 12" OF SPRINKLER HEADS.
- SHRUBS AND TREES SHALL BE UNDERPLANTED WITH GROUND COVER AS SHOWN BY ADJACENT SYMBOL.
- GROUNDCOVER SHALL BE PLANTED USING TRIANGULAR SPACING AS NOTED IN DETAIL UNLESS OTHERWISE NOTED.
- PROVIDE 3" LAYER OF "WALK-ON BARK" FOR ALL NON-TURF PLANTING AREAS WITH SLOPES LESS STEEP THAN 3:1. PROVIDE SAMPLE TO LANDSCAPE ARCHITECT. BARK TO BE SHREDDED BARK MULCH.
- VINES SHALL BE SECURED TO ADJACENT FENCES, POSTS OR WALLS USING VINE TIES, UNLESS SHOWN ON TRELLIS.
- LOCATION OF TREES SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL JURISDICTION WITH REGARD TO SETBACKS FROM UTILITIES, STREET SIGNAGE AND RIGHT-OF-WAYS. IF TREES ON PLANS ARE IN VIOLATION OF SUCH CODES, CONTRACTOR SHALL INFORM LANDSCAPE ARCHITECT PRIOR TO INSTALLING TREES.
- LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS FOR A PERIOD OF NINETY (90) DAYS AFTER FINAL ACCEPTANCE OF THE LANDSCAPE INSTALLATION. ALL AREAS SHALL BE KEPT CLEAN, WATERED AND WEED-FREE. ALL DEAD OR DYING PLANTS THAT ARE WATERED SHALL BE REPLACED WITHIN TWO (2) WEEKS. CONTRACTOR SHALL NOTIFY OWNER IN WRITING WHEN CONTRACTOR IS BEGINNING THE MAINTENANCE PERIOD AND WHAT DATE WILL TERMINATE THE MAINTENANCE PERIOD.
- CONTRACTOR SHALL GUARANTEE PLANT LONGEVITY AS FOLLOWS: TREES - ONE YEAR; SHRUBS AND GROUNDCOVER - THREE MONTHS. IF MAINTENANCE PERIOD ENDS DURING PERIOD OF PLANT DORMANCY, CONTRACTOR SHALL REPLACE ANY PLANTS THAT DO NOT GROW BACK DURING THE NEXT PLANTING SEASON.
- WHERE TREE TRUNKS ARE WITHIN 6' OF CURBS, WALLS, SIDEWALKS OR OTHER HARDSCAPE, CONTRACTOR SHALL INSTALL ROOT BARRIER BY 'BIO-BARRIER'. ROOT BARRIERS ARE TO BE LINEAR (24" DEEP MINIMUM) WITH A MINIMUM LENGTH OF 10 FEET PER TREE. LOCATE THE BARRIER AT THE PERIMETER EDGE OF THE PLANTER CENTERED ON THE TREE.
- CONTRACTOR SHALL PROVIDE THE OWNER WITH AS-BUILT PLANS OF IRRIGATION CLEARLY INDICATING LOCATION OF ALL VALVES, MAINLINES AND MODIFICATIONS TO HEAD LAYOUT.
- PROVIDE JUTE NETTING TO ALL SLOPES OF 3:1 OR GREATER.
- PRIOR TO PLANTING, CONTRACTOR SHALL REMOVE ALL WEEDS WITH SYSTEMIC HERBICIDE (ROUND-UP) AND APPLY A PRE-EMERGENT HERBICIDE AFTER PLANTING.



HYDROZONES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	H-101	LOW WATER USE SHRUBS AND GROUNDCOVERS WITH DRIP IRRIGATION	1,777 SF
	H-102	MODERATE WATER USE SHRUBS AND GROUNDCOVERS WITH DRIP IRRIGATION	186 SF
	H-103	MODERATE WATER USE TREES WITH BUBBLERS	7 SF
	H-104	MODERATE WATER USE VINES WITH BUBBLERS	120 SF

WATER EFFICIENT LANDSCAPE WORKSHEET

Reference Evaporation (Eto) 52.4								
Hydrozone #	Valve Circuit #	Plant Factor (average) (PF)	Irrigation Method (Code)	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)
H-101	1,3,4,6	0.2	D	0.9	0.22222	1,777	395	12,829
H-102	7	0.5	D	0.9	0.55556	186	103	3,357
H-103	5	0.5	DB	0.8	0.625	7	4	142
H-104	2	0.5	DB	0.8	0.625	120	75	2,437
				3.4	Totals	2,090	578	18,765
SPECIAL LANDSCAPE AREAS								
							-	-
							-	-
TOTALS						2,090	578	18,764.98
ETWU Total								18,764.98
Maximum Allowed Water Allowance (MAWA)								30,554.96
Irrigation Efficiency								1.13

ETAF CALCULATIONS

Regular Landscape Areas	Totals
Total ETAF x Area (B)=	578
Total Area (A)=	2,090
Average ETAF (B)/(A)	0.28

All Landscape Areas	Totals
Total ETAF x Area (B+D)=	578
Total Area (A+C)=	2,090
Site wide ETAF (B+D)/(A+C)=	0.28

Hydrozone Category is based on the feature of plant within the hydrozne with the highest plant factor.

Hydrozone Category	PF - Plant Factor		
High Water Use	0.7-1.0		
Moderate Water Use	0.4-0.6		
Low Water Use	0.1-0.3		
Special Landscaped Area	1		

Artificial turf is considered Low Water Use

Irrigation Method Code	IE - Irrigation Efficiency *
S = Spray	0.55
R = Rotor	0.7
D = Drip	0.9
DB = Bubblers	0.8
MP = MP Rotator	0.75
RS = Rainbird 'R' Series	0.75

* Turf and Landscape Irrigation Best Management Practices, April 2005, Water Management Committee of the Irrigation Association

Prepared by: Wynn-Smith Landscape Architecture, Inc.

Shafter Library

Estimated Total Gallons / Year	18,765
Highest ET Month - July	8.5
Annual Eto	52.4

Monthly ET (in.)	January 1	February 1.8	March 3.5	April 4.7	May 6.6	June 7.7	July 8.5	August 7.3	September 5.3	October 3.5	November 1.6	December 0.9	Total 52.4	Total is based on "rounded" monthly numbers
% Total Annual ET (x 100)	0.02	0.03	0.07	0.09	0.13	0.15	0.16	0.14	0.10	0.07	0.03	0.02	1.00	

Water Budget - Percent of Highest Month - (July)	0.12	0.21	0.41	0.55	0.78	0.91	1.00	0.86	0.62	0.41	0.19	0.11		
Total Gallons	358	645	1,253	1,683	2,364	2,757	3,044	2,614	1,898	1,253	573	322	18,765	Number rounded to match estimated Total Gallons
Maximum Water Window Requirement: 10:00 PM - 8:00 AM														
Suggested run times are to be used as a guide only. Contractor must adjust times based on site specific needs.														
Using the peak run times for each valve in July, run times may be adjusted by percentage as shown in the chart below.														

Hydrozone	Valve	Irrigation Method	Plant Factor (PF)	Valve Area (Sq. Ft.)	PFxHA	IE	PF x HA/IE	Annual Eto	Total Annual Water Use (Gallons)	January	February	March	April	May	June	July	August	September	October	November	December	Peak Monthly ET (July)	Plant Factor (Kc)	Plant Water Requirement		Irrigation Efficiency	Irrigation Requirement (Inches)	Application Rate (Inches/hr)	Monthly Runtime	Peak Month	
																								(Inches)	(Inches)					No. of Watering Days	Daily Runtime (Minutes)
H-101	1,3,4,6	DRIP	0.2	1,777.0	355	0.9	394.89	52.40	12,829	245	441	857	1,151	1,616	1,885	2,081	1,787	1,298	857	392	220	8.5	0.2	1.7	0.9	1.89	0.43	263.6	15	18	
H-102	7	DRIP	0.5	186.0	93	0.9	103.33	52.40	3,357	64	115	224	301	423	493	545	468	340	224	103	58	8.5	0.5	4.25	0.9	4.72	0.43	658.9	15	44	
H-103	5	BUBBLERS	0.5	7.0	4	0.8	4.38	52.40	142	3	5	9	13	18	21	23	20	14	9	4	2	8.5	0.5	4.25	0.8	5.31	1.12	284.6	15	19	
H-104	2	BUBBLERS	0.5	120.0	60	0.8	75.00	52.40	2,437	47	84	163	219	307	358	395	339	246	163	74	42	8.5	0.5	4.25	0.8	5.31	0.89	358.1	15	24	
TOTAL				2,090			577.60		18,765	358	645	1,253	1,683	2,364	2,757	3,044	2,614	1,898	1,253	573	18,945										

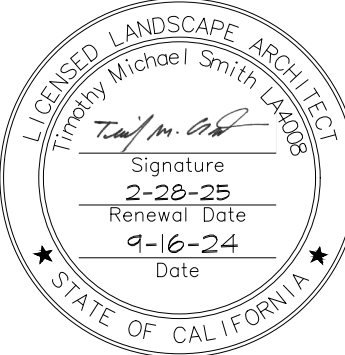
Run time adjustments relative to peak run times in July. Percentages are based on monthly Et for each month in Shafter City, Ca.												
Hydrozone	January	February	March	April	May	June	July	August	September	October	November	December
1 thru 7	12%	21%	41%	55%	78%	91%	100%	86%	62%	41%	19%	11%

* ESTIMATED VALVE RUN TIMES ARE ESTIMATES ONLY
** FOR ESTABLISHMENT, PERIOD DOUBLE ALL RUN TIMES



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LANDSCAPE
ARCHITECTURE
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HYDROZONE PLAN

Revisions	By

Drawn By: TEAM
Checked By:
Date Issued: 12-19-2024
Project No.: 24-007
Scale:

Sheet

L-6.0

Of Sheets



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Randy Milligan, Police Chief

SUBJECT: RADAR/MESSAGING TRAILER FROM FLOCK SAFETY
PURCHASE

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve the purchase of the RADAR messaging trailer from Flock Safety for \$30,250.

BACKGROUND

The Shafter Police Department currently does not own a RADAR/messaging trailer. Previously, the department had a RADAR trailer that was used for several years, but it became non-operational and was never replaced.

The trailer was proven to be a highly effective tool for gathering traffic information to support enforcement efforts, assist with traffic-calming initiatives, address speed complaints in residential neighborhoods, and fulfill citizen requests for additional traffic monitoring.

Speed trailers display the speed of approaching vehicles and serve as effective tools for increasing driver awareness. They are not intended for traffic enforcement but are educational for drivers and can significantly reduce speeds in residential areas and throughout the city.

The Flock Safety Radar Trailer can also display messages, allowing the Police Department to communicate with motorists and pedestrians. By adding a trailer, the Police Department would have the capability to warn the public of traffic hazards or redirect traffic during accidents or events. This feature would enhance traffic, transit, pedestrian, and bicycle safety throughout the city.

The trailers from Flock Safety come prewired for Automated License Plate Reading (LPR) cameras, enabling the Police Department to install an LPR camera on the trailer. LPR cameras assist the Police Department in crime prevention and serve as investigative tools. The camera can be incorporated with the current Flock system.

The Police Department is requesting approval to purchase the Flock Safety Speed Alert 24 RADAR/Messaging trailer with the Flock LPR bundle. The total cost of the RADAR/Messaging trailer is \$30,250.00. This price includes a two-year subscription to

RADAR/MESSAGING TRAILER FROM FLOCK SAFETY PURCHASE

the Flock LPR camera. After two years, an annual recurring cost of \$5,000 will be added to our current Flock LPR camera subscription. A quote from Flock Safety is attached for review.

FISCAL IMPACT

If approved by the Council, a budget adjustment will be required to allocate \$30,250 from the General Fund, utilizing salary savings from vacant positions.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines because the action is the approval of speed alert radar message sign therefore, it is the creation of a governmental funding mechanism or other fiscal activity that does not involve any commitment to a specific project that can result in a potentially significant impact and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Shafter PD x Flock- trailer purchase, camera lease quote

Flock Safety + CA - Shafter PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Caroline Fraher
caroline.fraher@flocksafety.com
3108443659

Created Date: 05/22/2025
Expiration Date: 06/20/2025
Quote Number: Q-142399
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 201 Central Valley Hwy Shafter, California 93263

Ship To: 201 Central Valley Hwy Shafter, California 93263

Billing Company Name: CA - Shafter PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$5,000.00
Flock Safety Bundles			
LPR Trailer Bundle - Purchase	Included	1	Included
Flock Safety LPR Products			
LPR Camera - For Approved Trailers	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Trailer - ATS-5 with SpeedAlert 24 Radar			\$18,750.00
Speed and Message Sign - Purchase			
Trailer Delivery			\$1,500.00

Subtotal Year 1: \$25,250.00

Annual Recurring Subtotal: \$5,000.00

Estimated Tax: \$1,359.38

Contract Total: \$30,250.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$25,250.00
Annual Recurring after Year 1	\$5,000.00
Contract Total	\$30,250.00

*Tax not included

Product and Services Description

FlockOS Features	Description
LPR Trailer Bundle - Purchase	
Trailer - ATS-5 with SpeedAlert 24 Radar Speed and Message Sign - Purchase	ATS-5 trailer with 120W solar, 47Ah batteries, and equipped with SpeedAlert 24 radar message sign
LPR Camera - For Approved Trailers	Preconfigured LPR camera for use on approved trailers
Trailer Delivery	Delivery of trailer to customer site

FlockOS Features & Description

FlockOS Features	Description
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CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Rogelio Sanchez, Finance Director

SUBJECT: FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION APPLICATION AUTHORIZATION

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; adopt Resolution 3020, a Resolution of the City Council of the City of Shafter, California, Authorizing the Federal Funding Under FTA Section 5311 (49 U.S.C. Section 5311) with the California Department of Transportation for Fiscal Year 2025-2026

BACKGROUND

The City annually files an application for federal assistance to fund a portion of the operation of our transit system. The City updated the resolution that establishes who is authorized to execute and file Section 5311 grant applications and assurances, who is authorized to furnish additional information as the Department of Transportation may require, who is authorized to execute affirmative and minority business policies, and who is authorized to execute the grant award. Securing of 5311 grant funds will fund a portion of the Transit Operations for Fiscal Year (FY) 2025-2026.

FISCAL IMPACT

These funds are annually budgeted, and this funding source assists in the delivery of transit services in the community. KernCOG is the lead agency for administering FTA 5311 grant funds to all Cities in the county and does so through the adoption of a Program of Projects (POP). The Fiscal Year 2025-2026 allocation to the City of Shafter is estimated to be \$137,843.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines because the action is the approval of a resolution authorizing application for federal funding with the California Department of Transportation and therefore, it is the creation of a governmental funding mechanism or other fiscal activity that does not involve any commitment to a specific project that can result in a potentially significant impact and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

No

CONSENT CALENDAR

ATTACHMENTS

1. Resolution 3020 Federal Transportation Act 5311 Funding FY 25/26

RESOLUTION NO. 3020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER, CALIFORNIA, AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the City of Shafter desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in Kern County; and

WHEREAS, the City of Shafter has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Shafter, California, that the City Manager and Administrative Services Director of the City of Shafter is hereby authorized to:

Section 1. Execute and file applications on behalf of the City of Shafter with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA 9050.1), as amended,

Section 2. Execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

Section 3. Provide additional information as the Department may require in connection with the application for the Section 5311 projects.

Section 4. Submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED, APPROVED AND ADOPTED ON THIS 3rd DAY OF JUNE, 2025.

Chad Givens, Mayor

ATTEST:

Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Rachel Zermeno, Community Engagement Manager

SUBJECT: SOCIAL MEDIA RELATIONS ASSISTANT POSITION TO FULL-TIME APPROVAL

RECOMMENDATION

Council find the action is exempt from the California Environmental Quality Act (CEQA) because it is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; and authorize the City Manager to convert the Social Media Relations Assistant Position to Full-Time within the Community Engagement Department.

BACKGROUND

The Community Engagement Department currently operates with a lean staffing structure consisting of one full-time employee and one part-time Social Media Relations Assistant. As the City of Shafter expands, the demand for timely, accurate, and effective communication with residents, businesses, and stakeholders has grown significantly.

Recently, the department assumed full responsibility for managing the social media accounts of both the Shafter Police Department and Animal Control. This transition has allowed public safety personnel to focus more directly on core operations; however, it has also substantially increased the workload of the communications team. We have seen a substantial increase in reach, over 100%, and gained more than 1,800 followers on Facebook and Instagram combined.

Shafter remains one of the fastest-growing communities in California. This growth has added complexity to City operations, particularly in community engagement, public transparency, and strategic communications, making robust and proactive communication efforts more critical than ever.

In May 2024, the City hired a part-time Social Media Relations Assistant position to help meet increasing communication demands. Over the past year, the position has averaged 103.5 hours per month, making it eligible for CalPERS retirement and health benefits. Given this, Staff recommends transitioning this role from part-time to full-time. While the position will formally become full-time and eligible for associated benefits, it will maintain a regular schedule of 30 hours per week, with the flexibility to increase to 40 hours per week during peak periods or special project needs.

This adjustment ensures compliance with benefits eligibility requirements with minimal

CONSENT CALENDAR

SOCIAL MEDIA RELATIONS ASSISTANT POSITION TO FULL-TIME APPROVAL

impact on the General Fund, supports the operational needs of the Community Engagement Department, and reinforces the City's ongoing commitment to responsive and effective communication with the public.

FISCAL IMPACT

Transitioning the Social Media Relations Assistant position from part-time to full-time will result in an estimated annual cost of \$110,543, inclusive of salary and benefits. This increase will impact the General Fund beginning in FY 2025-26. No budget adjustment is required for the current fiscal year (FY 2024-25).

CEQA ANALYSIS

The action is exempt from the California Environmental Quality Act (CEQA) because it is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines. The action is a government fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

None



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Yazmina Pallares, City Clerk

SUBJECT: REGULAR CITY COUNCIL MEETING OF JULY 1, 2025
CANCELLATION

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; approve the cancellation of the regularly scheduled City Council meeting of July 1, 2025.

BACKGROUND

It is common practice of cities to cancel one regularly scheduled City Council meeting during the summertime. This time of year is typically considered to not be as busy mainly due to several factors: usually the annual city budget has been adopted; City Council and City Staff may have planned summer vacations with family; and our counterparts at the local, regional and State level also tend to be out of the office. To this end, Staff is proposing the cancelation of the regular City Council meeting of July 1, 2025.

Currently, there are no business matters that require immediate action by the City Council at that meeting. A special meeting can be scheduled should business matters requiring immediate attention arise prior to the next regular Council meeting on Tuesday, July 15, 2025.

FISCAL IMPACT

None.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is the cancellation of a regularly scheduled City Council meeting and therefore, it is organizational and administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

None



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Carol Chavolla, HR Director

SUBJECT: CITY OF SHAFTER EMPLOYEE BI-WEEKLY PAY SCHEDULE,
EFFECTIVE MAY 6, 2025

RECOMMENDATION

Council find action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and adopt the City of Shafter Employee Bi-Weekly Pay Schedule, effective May 6, 2025.

BACKGROUND

The City of Shafter Employee Bi-Weekly Pay Schedule has been revised to reflect the addition of the Deputy Finance Director position authorized by the City Council on May 6, 2025, and the removal of the Utility Billing Clerk (PT/Extra Help) position. The revisions to the Shafter Employee Bi-weekly Pay Schedule are as follows:

Position	Range	Bi-Weekly Pay	Action
Finance Director, Deputy	NR-NS 347	\$5,806 - \$7,058	Add Position
Utility Billing Clerk PT/EH TI	Hourly	\$23.50	Remove Position
Utility Billing Clerk PT/EH TII	Hourly	\$25.33	Remove Position

Pursuant to California Code of Regulations (CCR) Section 570.5, CalPERS requires that a pay schedule be adopted by the City Council to formally authorize the employee pay rates and earnable reportable compensation. For City Council adoption, enclosed is the revised City of Shafter Employee Bi-Weekly Pay Schedule effective May 6, 2025.

FISCAL IMPACT

The revisions are within the approved Fiscal Year 2024/2025 Annual Operating Budget. A budget amendment is not required.

CEQA ANALYSIS

CONSENT CALENDAR

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is the approval of a pay schedule, and therefore, it is an organizational and administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

No

ATTACHMENTS

1. Bi-Weekly Pay Schedule Effective 2025 05 06

CITY OF SHAFTER EMPLOYEE BIWEEKLY PAY SCHEDULE (Effective 5/6/25 - Revised 5/7/25 - Adopted 6/3/25)							
TITLE	SALARY GRID	RANGE	A	B	C	D	E
Accounting Manager	NR-NS	306	\$ 4,766	\$ 5,005	\$ 5,255	\$ 5,518	\$ 5,793
Accounting Supervisor	NR-NS	261	\$ 3,844	\$ 4,037	\$ 4,238	\$ 4,450	\$ 4,673
Accounting Technician I	NR-NS	146	\$ 2,246	\$ 2,358	\$ 2,476	\$ 2,600	\$ 2,730
Accounting Technician II	NR-NS	178	\$ 2,603	\$ 2,733	\$ 2,870	\$ 3,013	\$ 3,164
Accounting Technician III	NR-NS	210	\$ 3,022	\$ 3,174	\$ 3,332	\$ 3,499	\$ 3,674
Administrative Analyst I	NR-NS	209	\$ 3,008	\$ 3,159	\$ 3,317	\$ 3,483	\$ 3,657
Administrative Analyst II	NR-NS	261	\$ 3,844	\$ 4,037	\$ 4,238	\$ 4,450	\$ 4,673
Administrative Assistant I	NR-NS	147	\$ 2,256	\$ 2,369	\$ 2,488	\$ 2,612	\$ 2,742
Administrative Assistant II	NR-NS	179	\$ 2,615	\$ 2,746	\$ 2,883	\$ 3,027	\$ 3,179
Administrative Assistant (PT/Extra Help) Tier I	NR-NS	Hourly	\$ 26.17				
Administrative Assistant (PT/Extra Help) Tier II	NR-NS	Hourly	\$ 28.19				
Animal Control Manager	SPOA-NS	212	\$ 3,022	\$ 3,174	\$ 3,332	\$ 3,499	\$ 3,674
Animal Control Officer	SPOA-NS	155	\$ 2,319	\$ 2,435	\$ 2,557	\$ 2,685	\$ 2,819
Animal Control Services Worker	NR-NS	70	\$ 1,595	\$ 1,675	\$ 1,759	\$ 1,847	\$ 1,939
Building Inspector I	NR-NS	232	\$ 3,351	\$ 3,519	\$ 3,695	\$ 3,880	\$ 4,074
Building Inspector II	NR-NS	253	\$ 3,701	\$ 3,886	\$ 4,080	\$ 4,284	\$ 4,498
Building Inspector Manager	NR-NS	306	\$ 4,766	\$ 5,005	\$ 5,255	\$ 5,518	\$ 5,793
Building Official, Chief	DIR	384	\$ 6,763	\$ 7,102	\$ 7,457	\$ 7,830	\$ 8,221
City Clerk	NR-NS	306	\$ 4,766	\$ 5,005	\$ 5,255	\$ 5,518	\$ 5,793
City Clerk, Deputy	NR-NS	209	\$ 3,008	\$ 3,159	\$ 3,317	\$ 3,483	\$ 3,657
City Engineer	NR-NS	365	\$ 6,334	\$ 6,651	\$ 6,984	\$ 7,333	\$ 7,700
City Manager		Contract	\$ 8,077				
Code Enforcement Officer I	NR-NS	183	\$ 2,664	\$ 2,797	\$ 2,937	\$ 3,084	\$ 3,238
Code Enforcement Officer II	NR-NS	215	\$ 3,094	\$ 3,249	\$ 3,411	\$ 3,582	\$ 3,761
Community Engagement Manager	NR-NS	306	\$ 4,766	\$ 5,005	\$ 5,255	\$ 5,518	\$ 5,793
Community Service Officer (PT) - Tier I		Hourly	\$ 28.96				
Community Service Officer (PT) - Tier II		Hourly	\$ 31.21				
Community Services Assistant I (PT) - Tier I		Hourly	\$ 23.92				
Community Services Assistant I (PT) - Tier II		Hourly	\$ 25.77				
Community Services Assistant II (PT) - Tier I		Hourly	\$ 27.20				
Community Services Assistant II (PT) - Tier II		Hourly	\$ 29.30				
Community Services Director	DIR	384	\$ 6,763	\$ 7,102	\$ 7,457	\$ 7,830	\$ 8,221
Community Services Supervisor	NR-NS	261	\$ 3,844	\$ 4,037	\$ 4,238	\$ 4,450	\$ 4,673
Economic Development Coordinator	NR-NS	277	\$ 4,149	\$ 4,356	\$ 4,574	\$ 4,803	\$ 5,043
Economic Development Director	DIR	384	\$ 6,763	\$ 7,102	\$ 7,457	\$ 7,830	\$ 8,221
Engineer I	NR-NS	232	\$ 3,351	\$ 3,519	\$ 3,695	\$ 3,880	\$ 4,074
Engineer II	NR-NS	263	\$ 3,881	\$ 4,075	\$ 4,278	\$ 4,492	\$ 4,717
Engineer III, Civil	NR-NS	294	\$ 4,500	\$ 4,725	\$ 4,961	\$ 5,209	\$ 5,470
Equipment Operator	SEIU	137	\$ 2,299	\$ 2,414	\$ 2,534	\$ 2,661	\$ 2,794
Executive Assistant	NR-NS	221	\$ 3,182	\$ 3,341	\$ 3,508	\$ 3,683	\$ 3,867
Facilities Supervisor	NR-NS	261	\$ 3,844	\$ 4,037	\$ 4,238	\$ 4,450	\$ 4,673
Finance Analyst I	NR-NS	209	\$ 3,008	\$ 3,159	\$ 3,317	\$ 3,483	\$ 3,657
Finance Analyst II	NR-NS	261	\$ 3,844	\$ 4,037	\$ 4,238	\$ 4,450	\$ 4,673
Finance Director	DIR	384	\$ 6,763	\$ 7,102	\$ 7,457	\$ 7,830	\$ 8,221
Finance Director, Deputy	NR-NS	347	\$ 5,806	\$ 6,097	\$ 6,402	\$ 6,722	\$ 7,058
GIS Specialist I	NR-NS	186	\$ 2,701	\$ 2,836	\$ 2,978	\$ 3,127	\$ 3,283
GIS Specialist II	NR-NS	207	\$ 2,980	\$ 3,129	\$ 3,286	\$ 3,450	\$ 3,623
Human Resources Coordinator	NR-NS	261	\$ 3,844	\$ 4,037	\$ 4,238	\$ 4,450	\$ 4,673
Human Resources Director	DIR	384	\$ 6,763	\$ 7,102	\$ 7,457	\$ 7,830	\$ 8,221

CITY OF SHAFTER EMPLOYEE BIWEEKLY PAY SCHEDULE (Effective 5/6/25 - Revised 5/7/25 - Adopted 6/3/25)

TITLE	SALARY GRID	RANGE	A	B	C	D	E
Information Technology Analyst	NR-NS	265	\$ 3,918	\$ 4,114	\$ 4,320	\$ 4,536	\$ 4,762
Information Technology Director	DIR	384	\$ 6,763	\$ 7,102	\$ 7,457	\$ 7,830	\$ 8,221
Information Technology Manager	NR-NS	306	\$ 4,766	\$ 5,005	\$ 5,255	\$ 5,518	\$ 5,793
Information Technology Specialist I	NR-NS	199	\$ 2,871	\$ 3,014	\$ 3,165	\$ 3,323	\$ 3,490
Information Technology Specialist II	NR-NS	238	\$ 3,447	\$ 3,620	\$ 3,801	\$ 3,991	\$ 4,190
Intern - Tier I		Hourly	\$ 16.50				
Intern - Tier II		Hourly	\$ 17.78				
Mechanic	SEIU	157	\$ 2,519	\$ 2,645	\$ 2,777	\$ 2,916	\$ 3,062
Permit Technician	NR-NS	183	\$ 2,664	\$ 2,797	\$ 2,937	\$ 3,084	\$ 3,238
Planner, Associate	NR-NS	205	\$ 2,952	\$ 3,100	\$ 3,255	\$ 3,418	\$ 3,588
Planner, Senior	NR-NS	281	\$ 4,228	\$ 4,440	\$ 4,662	\$ 4,895	\$ 5,140
Planning Director	DIR	384	\$ 6,763	\$ 7,102	\$ 7,457	\$ 7,830	\$ 8,221
Police Chief	DIR	384	\$ 6,763	\$ 7,102	\$ 7,457	\$ 7,830	\$ 8,221
Police Dispatch Supervisor	NR-NS	228	\$ 3,288	\$ 3,453	\$ 3,625	\$ 3,807	\$ 3,997
Police Dispatcher	SPOA-NS	154	\$ 2,309	\$ 2,424	\$ 2,546	\$ 2,673	\$ 2,807
Police Lieutenant	NR-S	306	\$ 5,032	\$ 5,283	\$ 5,547	\$ 5,825	\$ 6,116
Police Officer	SPOA-S	205	\$ 3,145	\$ 3,303	\$ 3,468	\$ 3,641	\$ 3,823
Police Officer, Senior	SPOA-S	226	\$ 3,471	\$ 3,645	\$ 3,827	\$ 4,018	\$ 4,219
Police Officer Trainee - Tier I		Hourly	\$ 26.52				
Police Officer Trainee - Tier II		Hourly	\$ 28.58				
Police Records Supervisor	NR-NS	228	\$ 3,288	\$ 3,453	\$ 3,625	\$ 3,807	\$ 3,997
Police Records Technician	NR-NS	163	\$ 2,429	\$ 2,550	\$ 2,678	\$ 2,812	\$ 2,952
Police Property & Evidence Supervisor	NR-NS	228	\$ 3,288	\$ 3,453	\$ 3,625	\$ 3,807	\$ 3,997
Police Property & Evidence Technician	NR-NS	163	\$ 2,429	\$ 2,550	\$ 2,678	\$ 2,812	\$ 2,952
Police Sergeant	SPOA-S	262	\$ 4,116	\$ 4,321	\$ 4,537	\$ 4,764	\$ 5,003
Public Facilities Supervisor	NR-NS	261	\$ 3,844	\$ 4,037	\$ 4,238	\$ 4,450	\$ 4,673
Public Works Director	DIR	384	\$ 6,763	\$ 7,102	\$ 7,457	\$ 7,830	\$ 8,221
Public Works Director, Deputy	NR-NS	363	\$ 6,274	\$ 6,587	\$ 6,917	\$ 7,262	\$ 7,626
Public Works Inspector	NR-NS	208	\$ 2,994	\$ 3,144	\$ 3,301	\$ 3,466	\$ 3,640
Risk Management Coordinator	NR-NS	261	\$ 3,844	\$ 4,037	\$ 4,238	\$ 4,450	\$ 4,673
Service Crew Member I	SEIU	106	\$ 1,996	\$ 2,096	\$ 2,201	\$ 2,311	\$ 2,427
Service Crew Member II	SEIU	140	\$ 2,331	\$ 2,447	\$ 2,569	\$ 2,698	\$ 2,833
Service Crew Member, Senior	SEIU	172	\$ 2,700	\$ 2,835	\$ 2,977	\$ 3,126	\$ 3,282
Social Media Relations Assistant (PT/Extra Help) - Tier I	NR-NS	Hourly	\$ 28.19				
Social Media Relations Assistant (PT/Extra Help) - Tier II	NR-NS	Hourly	\$ 30.38				
Streets Supervisor	NR-NS	261	\$ 3,844	\$ 4,037	\$ 4,238	\$ 4,450	\$ 4,673
Teacher (PT) - Tier I		Hourly	\$ 41.28				
Teacher (PT) - Tier II		Hourly	\$ 44.48				
Transit Driver (FT)	NR-NS	108	\$ 1,889	\$ 1,984	\$ 2,083	\$ 2,187	\$ 2,296
Transit Driver (PT) - Tier I		Hourly	\$ 21.92				
Transit Driver (PT) - Tier II		Hourly	\$ 23.62				
Transit Driver, Lead	NR-NS	146	\$ 2,246	\$ 2,358	\$ 2,476	\$ 2,600	\$ 2,730
Utilities Manager	NR-NS	306	\$ 4,766	\$ 5,005	\$ 5,255	\$ 5,518	\$ 5,793
Utility Operator I	SEIU	140	\$ 2,331	\$ 2,447	\$ 2,569	\$ 2,698	\$ 2,833
Utility Operator II	SEIU	173	\$ 2,713	\$ 2,848	\$ 2,991	\$ 3,140	\$ 3,297
Utility Technician	SEIU	205	\$ 3,149	\$ 3,306	\$ 3,471	\$ 3,645	\$ 3,827

The numbers on this schedule are rounded to the nearest dollar and may vary slightly from actual payroll calculations due to rounding.

CITY OF SHAFTER EMPLOYEE BIWEEKLY PAY SCHEDULE (Effective 5/6/25 - Revised 5/7/25 - Adopted 6/3/25)

PREMIUM PAY FLAT AMOUNT AND/OR PERCENTAGE OF BASE BIWEEKLY AMOUNT

INCENTIVE	SHAFTER POLICE OFFICER ASSOCIATION	SEIU PUBLIC WORKS UNIT	NONREPRESENTED EMPLOYEES	
			FULL-TIME	PART-TIME
Bilingual				
Spanish	5%	\$55.39	\$55.39	Prorate per hour = \$1,440 Annual
Education Incentive (5% Maximum)				
Student +60 Units	2.5%			
Associate Degree	2.5%			
Bachelor Degree	5%			
Certificates				
POST Intermediate	5%		5%	
POST Advanced	5%		5%	
POST Supervisor	2.5%		2.5%	
Arborist (ISA Arborist)		2.5%	2.5%	
Arborist (Tree Risk Assess.)		0.5%	0.5%	
Arborist (Muni Spec.)		0.5%	0.5%	
ASE (G1 and A1-A8 Master)		2.5%	2.5%	
ASE (Medium/Heavy Truck)		1.0%	1.0%	
ASE (Transit Bus Master)		1.0%	1.0%	
Water (Distribution or Treatment) D1/T1		None	None	
Water (Distribution or Treatment) D2/T2		2.5%	2.5%	
Water (Distribution or Treatment) D3/T3		1.5%	1.5%	
Water (Distribution or Treatment) D4		1.0%	1.0%	
Other			Up to 5%	
Longevity				
3 Years	2.5%			
5 Years		2.5%	2.5%	
7 Years	2.5%			
10 Years		2.5%	2.5%	
12 Years	2%			
15 Years		2.5%	2.5%	
16 Years	2%			
20 Years	1%	2.5%	2.5%	
Special Assignment				
Canine	2.5%			
Detective Division Premium	3.5%			
Traffic Detail	3.5%			
Shift Differential - Sworn (7 p.m. - 7 a.m.)	\$1.50/hr			
Shift Differential - Dispatch (6 p.m. - 6 a.m.)	\$1.50/hr			



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Alan Cazares, Associate Planner

SUBJECT: TENTATIVE TRACT MAP NO. 7463

RECOMMENDATION

City Council find the action already complied with the California Environmental Quality Act; approve Tentative Tract No. 7463, proposing to subdivide 181.44 gross acres into 578 lots, subject to the recommended conditions of approval.

BACKGROUND

Lennar Homes, on behalf of the property owner, Millrose Properties California, is requesting approval of a Tentative Tract Map to subdivide approximately 181.44 gross acres into 578 total lots. This will include 548 single-family residences, three public parks, two drainage basins, a water well site, and 24 public landscape lots. The residential lots range in size from 5,000 square feet to 13,000 square feet.

At this time, the applicant is merely applying for a map approval as part of the entitlement process. Further design and development of the proposed tract will undergo additional review and permitting processes.

ANALYSIS

The project site is located on the southeastern edge of the City, north of Seventh Standard Road and within the Mission Lakes Specific Plan. Mission Lakes is envisioned as a master planned community containing a maximum of 5,334 dwelling units at full build-out; a major commercial center; locations for an elementary and middle school; public recreation facilities; an extensive system of landscaped public walkways; and parks.

This particular tract is located in the center of Mission Lakes. The future Mission Lakes Boulevard wraps around most of the tract, but Pueblo Street serves as the western boundary. In relation to the other Mission Lakes tracts that have been considered by the Commission so far, this tract is north of Tract 7461 and west of Tract 7462. This is the tract that will feature the proposed central lakes within the 43-acre recreational site.

This is the third residential tract application that the City has received for the Mission Lakes Specific Plan area. Tentative Tract Map 7461 was approved by the Shafter City Council in January 2025, allowing for the future development of 281 single-family residences. Tentative Tract Map 7462 was approved by Council in April 2025, allowing

PUBLIC HEARINGS

for future development of 836 single-family residential lots. If 7463 is approved by Council, there will be entitlements for 1,665 future single-family homes in the Mission Lakes Specific Plan area.

A variety of floor plans will be provided that will appeal to a wide range of future home buyers, responding to both local and regional housing needs. As the City entitles and permits more housing units, the City makes progress in meeting the 6th Cycle Regional Housing Needs Assessment (RHNA) as identified in the City of Shafter's 2023-2031 Housing Element Update. Under the RHNA process, the City is assigned its "fair share" of new housing units to build in order to plan for the housing needs of its residents across all income levels, plan for projected growth, and help alleviate California's housing shortage.

Tract 7463 will also contain two new public parks and a 43-acre recreation site, the latter will include the central lake(s). There will be an extensive system of landscaped walkways, primary paseos, and secondary paseos within the tract designed to enhance walkability, increase connectivity throughout the specific plan area, and promote healthy living.

The tract is located two miles east of the Wonderful Industrial Park, one of Shafter's major employment hubs, which places housing in close proximity to work. Proximity between jobs and housing can help reduce the region's vehicle miles traveled and contribute to emission reduction goals. As housing production increases within Shafter, commercial real estate groups may be incentivized to invest in the community and foster projects that will boost the local economy and quality of life.

Around Tract 7463, Mission Lakes Boulevard will be developed as an arterial street with four travel lanes, two auxiliary/bike lanes, a landscaped median, and a primary paseo on one side of the street. Pueblo Street is defined as a minor collector with a parking lane and travel lane on each side, a turn lane down the middle, and a primary paseo on one side of the street. Pedregosa Street will also be a minor collector but will have a secondary paseo on one side of the street instead of the primary paseo. This will serve as a main access point to the 40-acre recreational site. Secondary paseos along the internal streets and multiple landscape lots with walkways will be distributed throughout the tract. These will provide future residents with a variety of walking paths from the home to the multiple public parks and recreation site. Immediately across Pueblo Street, adjacent to the southwest tract boundary, a 15-acre elementary school will be located in the future.

PROJECT REVIEW

The standards and procedures for review and approval of a tentative tract map are generally governed by the California Subdivision Map Act and Title 16 of the Shafter Municipal Code, which is our local Subdivision Ordinance. The proposed tentative tract map has been designed to be consistent with the design elements, development standards, and housing unit capacity required by the Mission Lakes Specific Plan.

The proposed subdivision project was reviewed by the Planning, Building, Public Works, and Engineering Departments of the City of Shafter. To the best of staff's combined knowledge, the proposed project satisfies all applicable local and state ordinances and regulations at this stage of the development process. Moreover, staff have compiled a list of conditions of approval (as shown in Exhibit "B" of Resolution No. 3019) that reflect additional necessary requirements and rules that the project proponent will have to satisfy and comply with in the ongoing design and development of this tract. More thorough analysis and project review occur at future steps of the entitlement, permitting, and construction phases.

Affected public agencies and service providers were given an opportunity to review the map, provide comments, and propose conditions of approval prior to the Planning Commission hearing. As required by law, public noticing was also provided to any parties within 300 feet of the project boundaries, and a public hearing notice was published on the local press within the required timeline.

MISSION LAKES SPECIFIC PLAN CONSISTENCY

The proposed residential project is consistent with the adopted Mission Lakes Specific Plan and the lot size, configuration, and density meet the requirements for Planning Areas 5, 6, and 10, as identified in the Specific Plan. The circulation plan, street configuration, trails, parks, landscaping, and proposed improvements are all consistent with the Mission Lakes Specific Plan and approved amendments.

MINERAL RIGHTS

Atlantic Richfield Company (ARCO) owns 100% of the mineral rights underlying the project site. As required by state law, ARCO is identified on the tentative tract map as the mineral rights owner. To date, ARCO has not provided comments on the map.

PUBLIC COMMENTS

To date, no public comments on the project have been received. No public comments were received at the May 13th Planning Commission public hearing either when this map was presented.

PLANNING COMMISSION REVIEW AND RECOMMENDATION

The Planning Commission considered the tentative tract map on May 13, 2025. The Planning Commission unanimously approved of and adopted Resolution No. 25-459, recommending the City Council approve the tentative tract map (Tentative Tract No. 7463) subject to the recommended conditions of approval.

FINDINGS

1. The City Council finds that Tentative Tract No. 7463, with the Conditions of Approval, is consistent with the Shafter General Plan and the Mission Lakes Specific Plan.
2. The City Council finds the proposed subdivision is in substantial conformity with the Subdivision Map Act and with Title 16 (Subdivision Ordinance) of the Shafter Municipal Code. The proposed lots are in substantial conformance with the provisions of City Ordinances and all lots will have adequate access to public streets, water lines, fire hydrants, drainage facilities, and utilities.
3. The project's uses and design are compatible with projects adjacent to the Mission Lakes Specific Plan.
4. The project contributes to the design qualities expected under the Mission Lakes Specific Plan.
5. The project has demonstrated compliance with the policies of the City of Shafter 2005 General Plan.
6. The attached Conditions of Approval are deemed necessary for the safety and welfare of the community and to ensure reasonable surface access is provided for oil and gas exploration and production within the Mission Lakes Specific Plan.
7. The project is exempt from the California Environmental Quality Act, i.e., exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, pursuant to California Government Code §65457.

ALTERNATIVES

1. Disapprove the tentative map. Government Code §66474 of the Subdivision Map Act specifies that the Council may only deny the tentative map if it can be found that the map design or improvements are inconsistent with the General Plan, the type or density of development are physically unsuitable for the site, it is likely that the development will cause environmental damage, it is likely that the development will cause serious public health problems, or that the design will conflict with public easements. None of the required findings for denial apply to the proposed map. **STAFF DOES NOT RECOMMEND THIS OPTION.**
2. Delay approval of the tentative map. The City Council is required by Government Code §66452.2 to take action on the tentative map within 30 days of the filing of the recommendation from the Planning Commission. The Planning Commission recommended approval of the tentative map on May 13, 2025, so final action by the Council is needed before June 12, 2025. Since there are no other City Council meetings scheduled before the aforementioned date, Council should not delay the map any further. **STAFF DOES NOT RECOMMEND THIS OPTION.**
3. Take no action on the tentative map. If the City Council takes no action on the map prior to June 12, 2025, Government Code §66452.4 stipulates that the map is automatically deemed approved. **STAFF DOES NOT RECOMMEND THIS OPTION.**

FISCAL IMPACT

There is no fiscal impact directly resulting from the approval of the tentative tract map. Indirectly, the approval may expedite the development of the residential project. Development of residential projects typically result in increased one-time building related revenues and annual property tax revenues. These revenues are generally offset by the increased ongoing costs of providing services to the newly developed properties.

CEQA ANALYSIS

The proposed tentative tract map includes residential development consistent with the adopted Mission Lakes Specific Plan. Therefore, the project is exempt from the California Environmental Quality Act, i.e., exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, pursuant to California Government Code §65457. The project is within the scope of the Program Environmental Impact Report (EIR) that was certified for the Mission Lakes Specific Plan in 2005 (SCH No. 2004101029). The certified Program EIR adequately describes the activity of the residential development proposed in Tentative Tract No. 7463 as adopted in the Mission Lakes Specific Plan.

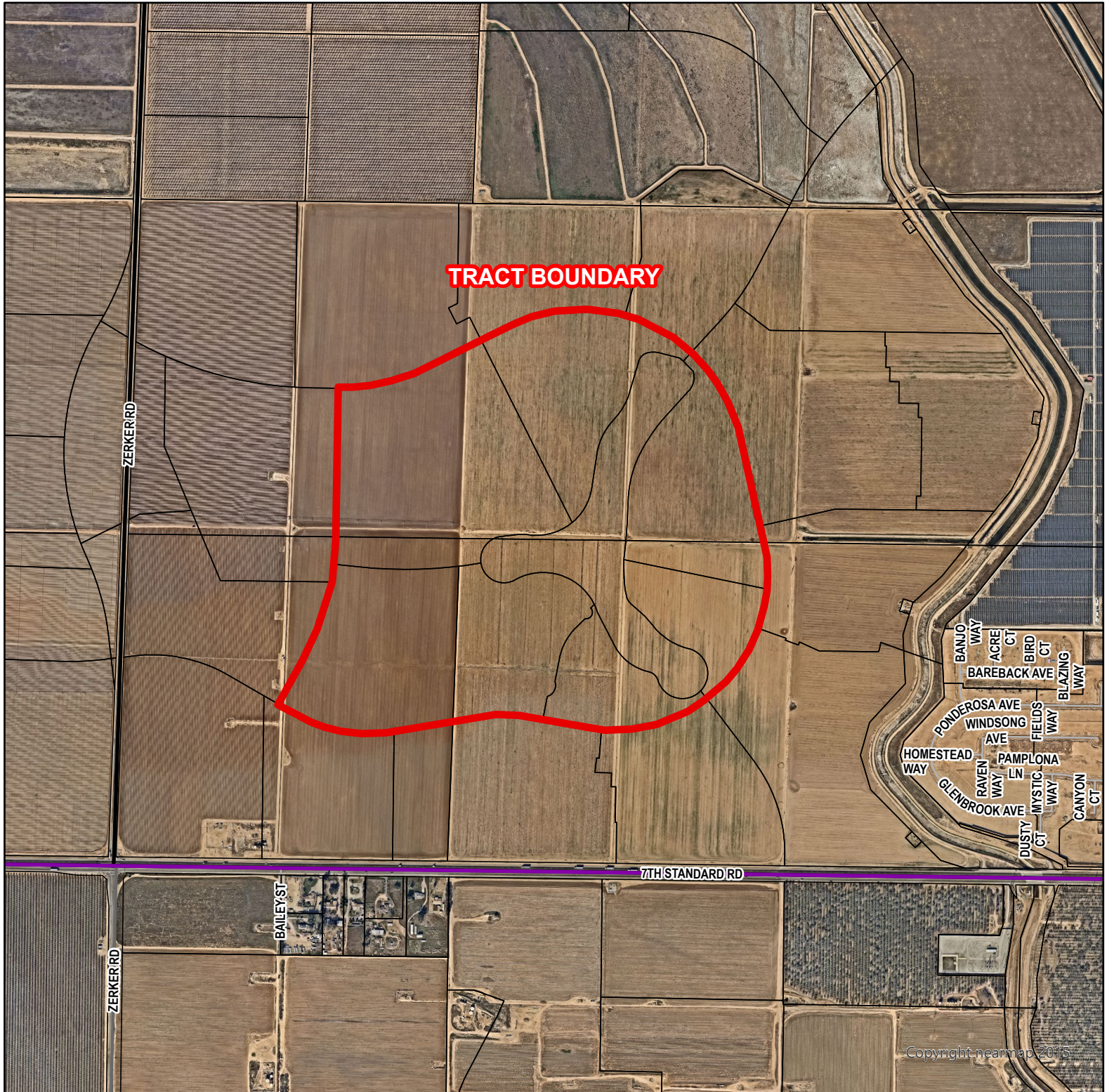
APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 3019
3. Exhibit "A" of Resolution No. 3019
4. Exhibit "B" of Resolution No. 3019

EXHIBIT 1: VICINITY MAP



- Tract 7463
- City Limits

0 0.17 0.35 0.7 Miles



This map and the data contained within it was generated by the City of Shafter. Please consult the City of Shafter Planning Department with any questions, concerns, or potential inaccuracies that may be associated with this document.

RESOLUTION NO. 3019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER APPROVING TENTATIVE TRACT NO. 7463, AS DEPICTED IN EXHIBIT “A”,

WHEREAS, Lennar Homes of California, Inc., 5 River Park Place East, Suite 210, Fresno, CA 93720, submitted a Tentative Tract Map application to the City of Shafter to subdivide 181.44 acres (gross) into 548 single-family residential lots, 3 public park lots, 2 basin lots, 1 water well site, and 24 landscape lots within the adopted Mission Lakes Specific Plan; and

WHEREAS, Lennar Homes of California, Inc., 5 River Park Place East, Suite 210, Fresno, CA 93720, is requesting approval of Tentative Tract No. 7463 on that certain property in the City of Shafter as shown in Exhibit “A”; and

WHEREAS, the Planning Commission did, on May 13, 2025 approve Resolution No. 25-459; a Resolution of the Planning Commission of the City of Shafter recommending that the City Council approve Tentative Tract No. 7463 with conditions of approval; and

WHEREAS, the City Council, through its secretary, did set Tuesday, June 03, 2025, at the hour of 6:00 p.m. in the Council Chambers of City Hall, 336 Pacific Avenue, Shafter, California, as the time and place for a public hearing before said City Council on said proposal, and notice of the public hearing was given in the manner provided in Title 16 of the Shafter Municipal Code; and

WHEREAS, the project is exempt from the California Environmental Quality Act, i.e., exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, pursuant to California Government Code §65457; and

WHEREAS, the project is within the scope of the Program Environmental Impact Report (EIR) that was certified for the Mission Lakes Specific Plan in 2005 (SCH No. 2004101029) pursuant to Resolution No. 05-1738; and

WHEREAS, the certified Program EIR adequately describes the activity of the residential development proposed in Tentative Tract No. 7463 and is consistent with the Mission Lakes Specific Plan and approved alterations thereof; and

WHEREAS, the facts presented in the staff report and evidence at the above referenced public hearing support the findings contained in this resolution; and

WHEREAS, at said public hearing held on June 03, 2025, the proposed tentative tract map was duly heard and considered, and the City Council found as follows:

1. All required public notices have been given. Hearing notices regarding the proposed project were mailed to property owners within 300 feet of the project area, the mineral rights owner, and published in a local newspaper of general circulation at least 10 days prior to the hearing.
2. The proposed tentative tract map is only proposing residential development consistent with the Mission Lakes Specific Plan as amended. Therefore, the project is exempt

from the California Environmental Quality Act, i.e., exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, pursuant to California Government Code §65457. The project is within the scope of the Program Environmental Impact Report (EIR) that was certified for the Mission Lakes Specific Plan in 2005 (SCH No. 2004101029). The certified Program EIR adequately describes the activity of the residential development proposed in Tentative Tract No. 7463 within the Mission Lakes Specific Plan area.

3. The City Council finds the proposed subdivision is in substantial conformity with the Subdivision Map Act and with Title 16 (Subdivision Ordinance) of the Shafter Municipal Code. The proposed lots are in substantial conformance with the provisions of the Mission Lakes Specific Plan and all lots have adequate and proper access to public streets, sanitary sewer, water lines, fire hydrants, drainage structures and utilities.

4. The attached Conditions of Approval are deemed necessary for the safety and welfare of the community and to ensure reasonable surface access is provided for oil and gas exploration and production within the Mission Lakes Specific Plan.

5. Urban services are available for the proposed development. The project is within an area to be served by all necessary utilities and waste disposal systems. Improvements proposed as part of the project will deliver utilities to the individual lots or parcels to be created.

6. The proposed subdivision (Tentative Tract No. 7463), together with the provisions for its design and improvement, is consistent with the City of Shafter General Plan. The proposed density and intensity of development are consistent with the Mission Lakes Specific Plan. Proposed road improvements are consistent with the Circulation Program. The overall design of the project, as conditioned, is consistent with the goals and policies of all elements of the General Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shafter, in a regular meeting on the 3rd day of June 2025, hereby approves Tentative Tract Map No. 7463 (Exhibit “A”), as described above and as shown in Exhibit “A”, with conditions of approval as provided in Exhibit “B”.

PASSED AND ADOPTED THIS 3rd DAY OF JUNE, 2025.

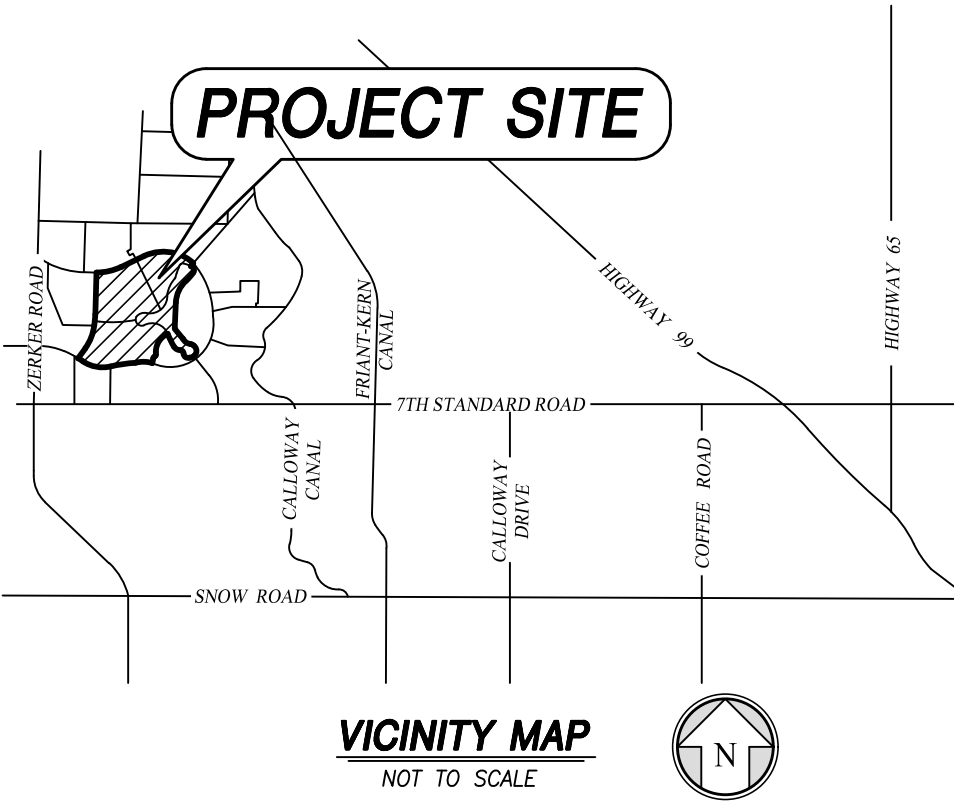
Chad Givens, Mayor

ATTEST

Yazmina Pallares, City Clerk

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025



GENERAL NOTES:

ALL LOTS ARE TO HAVE A 10' PUBLIC UTILITIES EASEMENT (PUE).
WINDROW LANDSCAPING IS TO BE CONTAINED WITHIN THE PUBLIC UTILITIES EASEMENT (PUE).
ALL NATURE TRAILS, PRIMARY PASEOS AND SECONDARY PASEOS TO BE IN ACCORDANCE WITH THE MISSION LAKES SPECIFIC PLAN AND THE CITY OF SHAFTER STANDARDS.
ALL PROPOSED STREETS SHALL BE IRREVOCABLE OFFERS OF DEDICATION TO THE CITY OF SHAFTER, UNLESS OTHERWISE NOTED.
SUBDIVISION TO BE SERVED BY DUAL WATER SYSTEM FOR BOTH POTABLE RESIDENTIAL WATER AND NON-POTABLE WATER FOR LANDSCAPING. NON-POTABLE WATER TO BE PROVIDED BY OILDALE MUTUAL WATER COMPANY AT A LATER DATE.
DRAINAGE FROM THE PROJECT SITE WILL BE DIRECTED TO TWO ONSITE BASINS (LOTS 'Y' & 'Z') LOCATED IN THE NORTHEAST PORTION OF PARCEL 26 AND THE EASTERLY PORTION OF PARCEL 28 OF PARCEL MAP NO. 11314.
THERE ARE NO FUTURE SIGNALS.

OWNER:
MILLROSE PROPERTIES CALIFORNIA, LLC
8080 N. PALM AVE., STE. 110
FRESNO, CA 93711
(559) 447-3400

SUBDIVIDER:
LENNAR HOMES OF CALIFORNIA, LLC
8080 N. PALM AVE., STE. 110
FRESNO, CA 93711
(559) 447-3400

MINERAL RIGHTS OWNER:
ATLANTIC RICHFIELD COMPANY (ARCO)
PARENT COMPANY BP (BRITISH PETROLEUM)
501 WESTLAKE PARK BOULEVARD
HOUSTON, TX 77079
(281) 366-2000

EASEMENTS:

EASEMENT FOR STREET AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF SHAFTER AS DEDICATED ON PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006 IN BOOK 54 OF MAPS AT PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER.

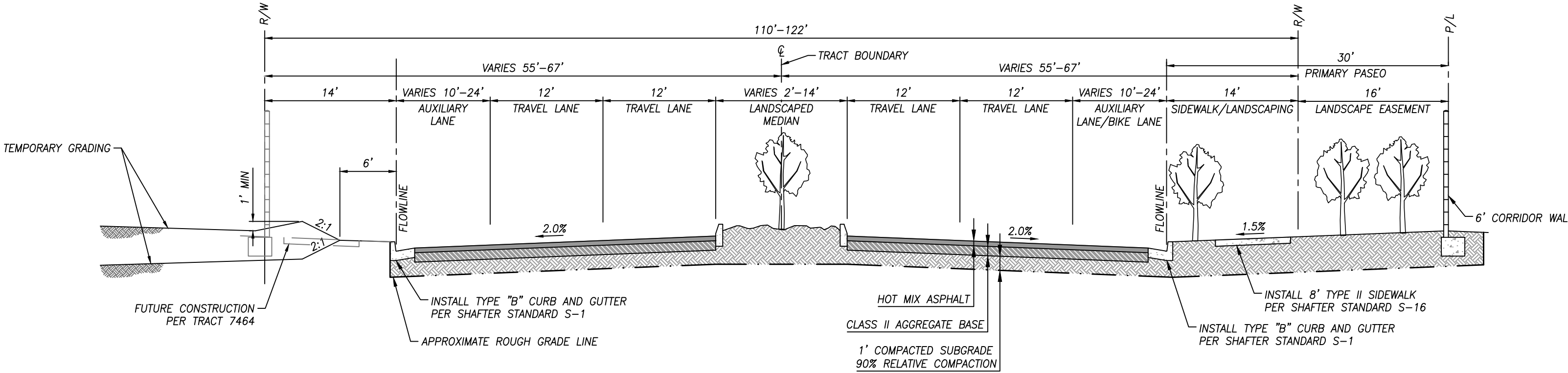
ALTERNATE STREET NAMES:

ARROWHEAD RIVER FROG
FALCON SAILVIEW
FISH HAVEN SEAGLASS
MOLLUSK

TOTAL SITE DATA:

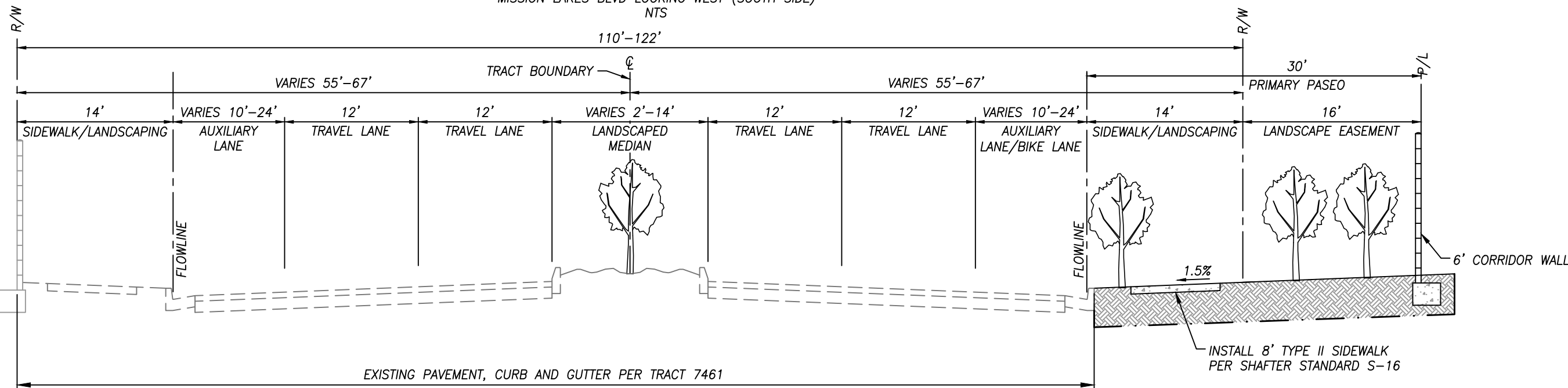
LOT SIZES:
PARKS (LOTS 'A' & 'B') 3.32 NET ACRES
BASINS (LOTS 'Y' & 'Z') 2.43 NET ACRES
WATER WELL SITE (LOT 'BB') 20,000 NET S.F.
LDR (LOW DENSITY RESIDENTIAL) 4,000 S.F. MINIMUM
PARKS/RECREATION (LOT 'AA') 44.32 NET ACRES
NUMBER OF LOTS 578
NUMBER OF BUILDABLE LOTS 548
NUMBER OF NON-BUILDABLE LOTS 6
LANDSCAPE LOTS 24
AREAS GROSS - PA-5 109.16 ACRES GROSS
AREAS GROSS - PA-6 28.27 ACRES GROSS
AREAS GROSS - PA-10 44.01 ACRES GROSS
AREAS GROSS - TOTAL 181.44 ACRES GROSS
AREAS NET 86.50 ACRES NET
NET DENSITY:
PA-5 & PA-6 LDR: 548 LOTS 86.50 ACRES NET
6.3 DU/AC
EXISTING USE AGRICULTURE
PROPOSED USE SINGLE FAMILY RESIDENTIAL, PARKS AND BASINS
EXISTING/PROPOSED ZONING MISSION LAKES SPECIFIC PLAN
EXISTING/PROPOSED LAND USE DESIGNATION: LDR (PA-5 & PA-6) AND PARKS/RECREATION (PA-10)
ASSESSOR PARCEL NUMBERS 536-010-88, 536-010-89, 536-010-63, 536-010-36, 536-010-37, 536-010-40, 536-010-69, & 536-010-70
WATER (INCLUDING FUTURE LAKES) OILDALE MUTUAL WATER COMPANY
SEWER CITY OF SHAFTER/NORTH OF THE RIVER
ELECTRICITY PACIFIC GAS & ELECTRIC
GAS SOUTHERN CALIFORNIA GAS COMPANY
TELEPHONE AT&T
CABLE CHARTER COMMUNICATIONS (SPECTRUM)
FIBER CITY OF SHAFTER
SCHOOL DISTRICTS: NORRIS SCHOOL DISTRICT
ELEMENTARY NORRIS SCHOOL DISTRICT
JR. HIGH KERN COUNTY HIGH SCHOOL DISTRICT
HIGH SCHOOL

TABLE A	
NON-BUILDABLE LETTER LOTS	
LETTER	AREA
A - PUBLIC PARK	1.71 AC
B - PUBLIC PARK	1.61 AC
C - LANDSCAPE/PUE	13,264 SF
D - LANDSCAPE/PUE	37,473 SF
E - LANDSCAPE/PUE	16,614 SF
F - LANDSCAPE/PUE	28,546 SF
G - LANDSCAPE/PUE	22,500 SF
H - LANDSCAPE/PUE	5,300 SF
I - LANDSCAPE/PUE	4,750 SF
J - LANDSCAPE/PUE	934 SF
K - LANDSCAPE/PUE	1,044 SF
L - LANDSCAPE/PUE	639 SF
M - LANDSCAPE/PUE	1,629 SF
N - LANDSCAPE/PUE	1,755 SF
O - LANDSCAPE/PUE	1,630 SF
P - LANDSCAPE/PUE	1,472 SF
Q - LANDSCAPE/PUE	1,521 SF
R - LANDSCAPE/PUE	1,611 SF
S - LANDSCAPE/PUE	1,521 SF
T - LANDSCAPE/PUE	1,521 SF
U - LANDSCAPE/PUE	7,000 SF
V - LANDSCAPE/PUE	7,000 SF
W - LANDSCAPE/PUE	7,684 SF
X - LANDSCAPE/PUE	8,375 SF
Y - BASIN	1.32 AC
Z - BASIN	1.11 AC
AA - PUBLIC PARKS/RECREATION	43.32 AC
BB - WATER WELL SITE	20,000 SF
CC - LANDSCAPE/PUE	9,483 SF
DD - LANDSCAPE/PUE	761 SF



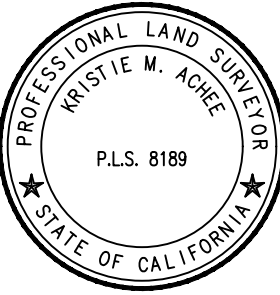
A ARTERIAL (WITH MEDIAN & SINGLE PRIMARY PASEO)

MISSION LAKES BLVD LOOKING EAST (NORTH SIDE)
MISSION LAKES BLVD LOOKING WEST (SOUTH SIDE)
NTS



B ARTERIAL (WITH MEDIAN & SINGLE PRIMARY PASEO)

MISSION LAKES BLVD
LOOKING WEST (SOUTH SIDE) AT TRACT 7461
NTS



PROJECT SURVEYOR:

Kristie M. Achee, P.L.S. 8189
DATE 02/05/2025
BY:



WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

APPROVED

By Ravi S. Pudipeddi at 5:50 pm, Feb 23, 2025

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158,
 IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA
 FEBRUARY 2025




KRISTIE M. ACHEE, P.L.S. 8189
BY: _____ DATE: 02/05/2023



TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

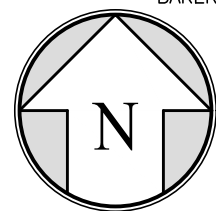
LEGEND:

- CENTERLINE, STREET
- EXISTING LOT LINE
- EXISTING RIGHT OF WAY
- K.C.R.
- NATURAL TRAIL, PASEO AND LANDSCAPE EASEMENT
- PLANNING AREA (PA-5) BOUNDARY PER MISSION LAKES SPECIFIC PLAN
- PLANNING AREA (PA-6) BOUNDARY PER MISSION LAKES SPECIFIC PLAN
- PLANNING AREA (PA-10) BOUNDARY PER MISSION LAKES SPECIFIC PLAN
- PROPOSED DIRECTION OF STREET FLOW
- SECTION LINE
- SHEET DIVISION
- SUBDIVISION BOUNDARY
- TOTAL BUILDABLE LOTS
- (XXX)
- ()R1 RECORD PER FILED MAP 7-1 RECORDED NOVEMBER 12, 1971 IN BOOK 5, PAGES 13 AND 14, K.C.R., OR CALCULATED THEREFROM.
- ()R2 RECORD PER PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006 IN BOOK 54 OF MAPS, PAGES 149-158, K.C.R., OR CALCULATED THEREFROM.
- ()R3 RECORD PER RECORD OF SURVEY NO. 3222 RECORDED APRIL 11, 2012 IN BOOK 27 OF RECORD OF SURVEYS, PAGE 191, K.C.R., OR CALCULATED THEREFROM.



PROJECT SURVEYOR:

Kristie M. Achee, P.L.S. 8189
DATE 02/05/2025
BY: [Signature]



250' 0' 250'
SCALE: 1"= 250'

ZERKER ROAD

W 1/4 COR. SEC. 35-28/26

W LINE SEC. 35-28/26

N 1/4 COR. SEC. 2-29/26

SW COR. SEC. 35-28/26

N89°14'03"W 2640.89'
(N89°14'15"W 2642.74')R2
N LINE SEC. 35-28/26

N 1/4 COR. SEC. 35-28/26

N89°14'26"W 2644.34'
(N89°14'23"W 2642.44')R2

NE COR. SEC. 35-28/26

N02°09'23"E 2641.35')R2
N02°09'24"E 2641.33'

E 1/4 COR. SEC. 35-28/26

N02°10'42"E 2640.71'

N 1/4 COR. SEC. 1-29/26

SE COR. SEC. 35-28/26

N89°13'35"W 2641.72'
(N89°13'33"W 2641.69')R2
(N89°13'26"W 2641.76')R1

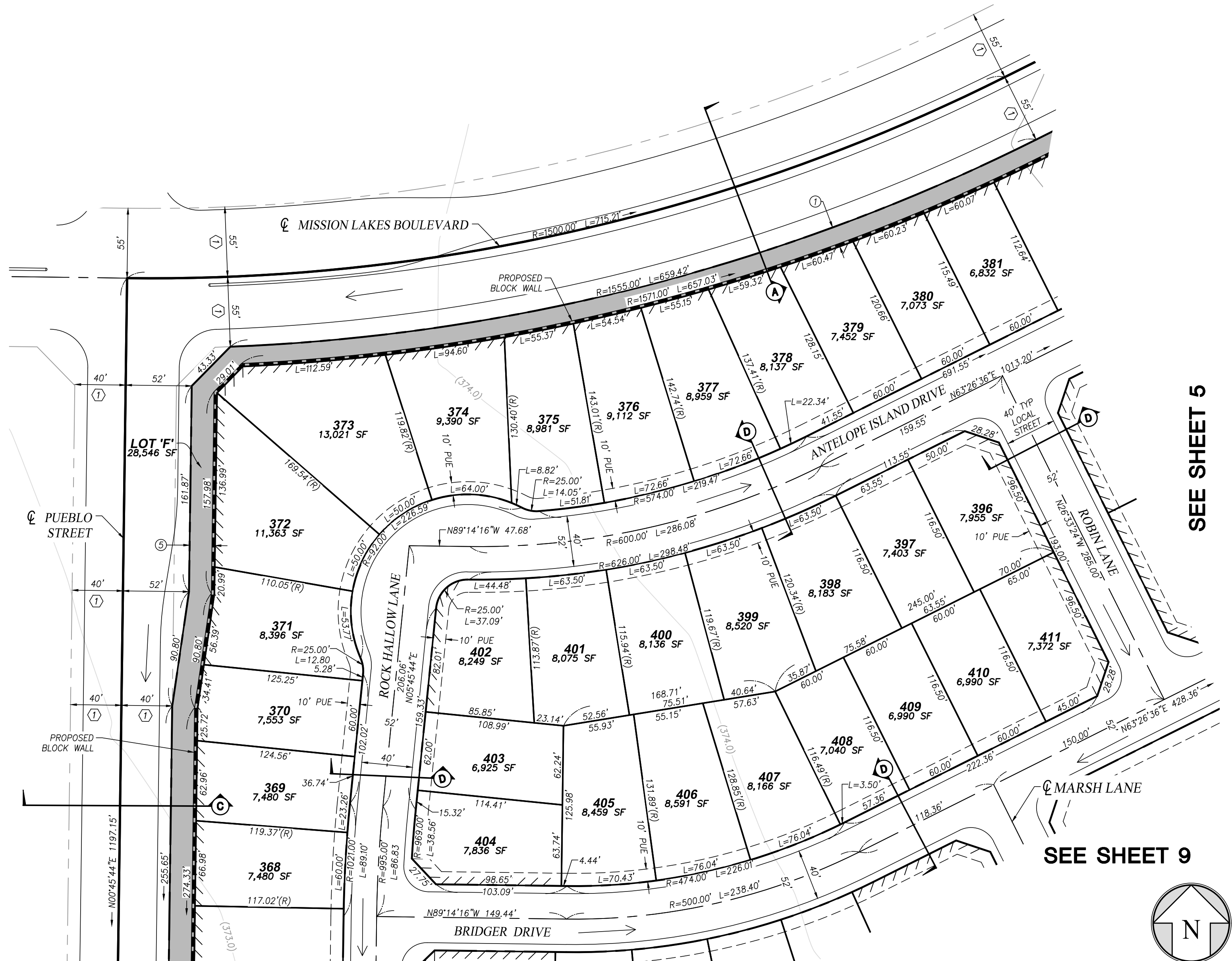
SHEET 3 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

	CENTERLINE, STREET
	EASEMENT, SEE SHEET 1
	EXISTING CONTOURS IN FEET
	EXISTING RIGHT OF WAY
	PROPOSED 16' ADDITIONAL FOR PRIMARY PASEO
	PROPOSED 20' ADDITIONAL FOR PRIMARY PASEO
	PROPOSED BLOCK WALL
	PROPOSED DIRECTION OF STREET FLOW
	PROPOSED FLOWLINE
	PROPOSED PUBLIC UTILITY EASEMENT
	RADIAL
	SUBDIVISION BOUNDARY
	TYPICAL STREET SECTION PER SHEETS 1-2
	WAIVER OF DIRECT ACCESS



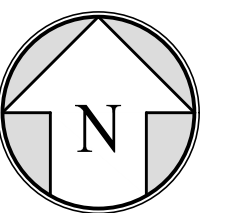
PROJECT SURVEYOR:

Kristie M. Achee, P.L.S. 8189
DATE 02/05/2025
BY:



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BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SEE SHEET 9



60' 0' 60'

SCALE: 1" = 60'
CONTOUR INTERVAL = 1'

SEE SHEET 8

SEE SHEET 5

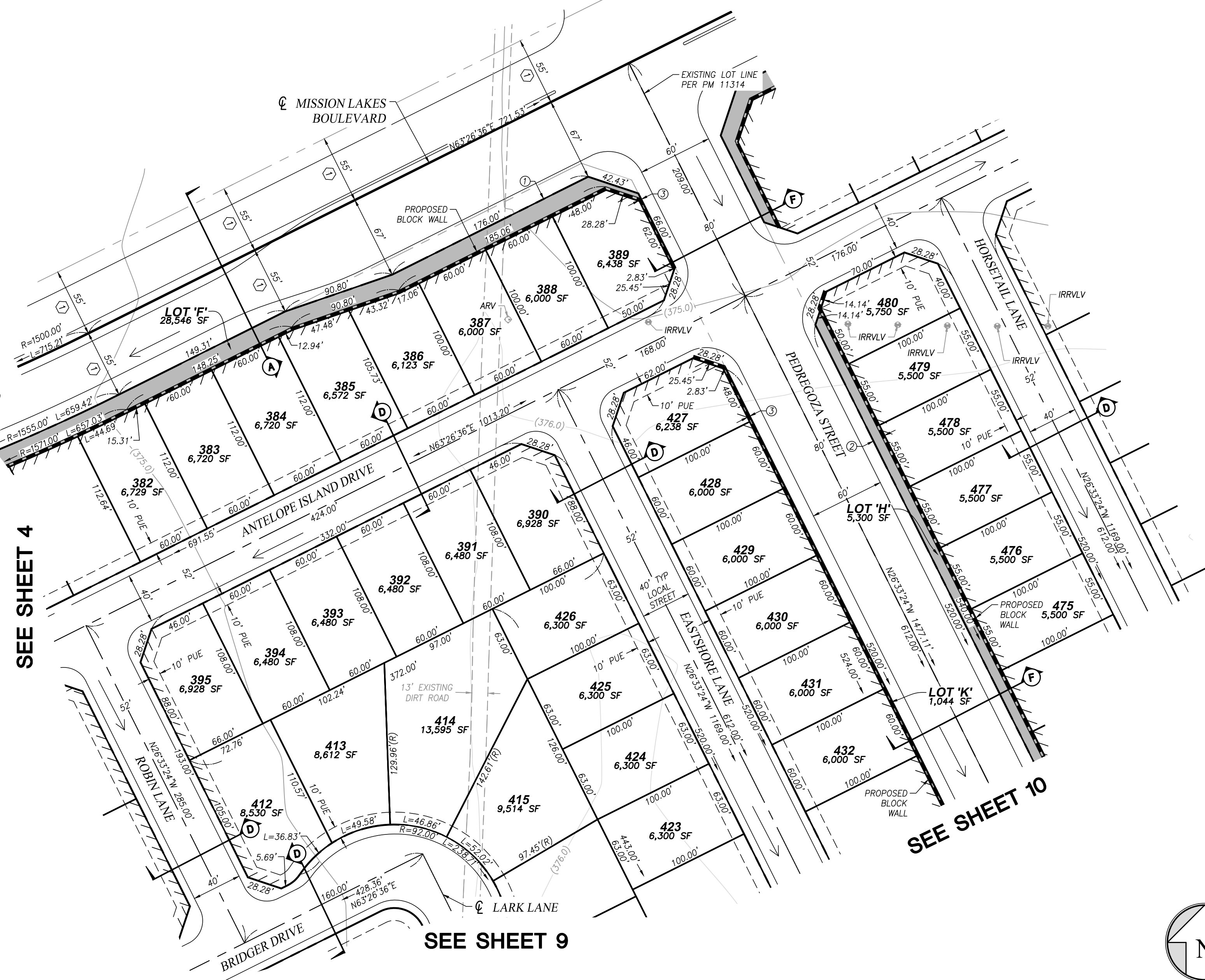
SHEET 4 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- ARV EXISTING AIR RELEASE VALVE
- EXISTING CONTOURS IN FEET
- EXISTING EDGE OF DIRT ROAD
- IRRVLV EXISTING IRRIGATION VALVE
- EXISTING LOT LINE
- EXISTING RIGHT OF WAY
- PROPOSED 16' ADDITIONAL FOR PRIMARY PASEO
- PROPOSED 10' ADDITIONAL FOR LANDSCAPE
- PROPOSED 2' ADDITIONAL FOR LANDSCAPE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- RADIAL
- SUBDIVISION BOUNDARY
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS

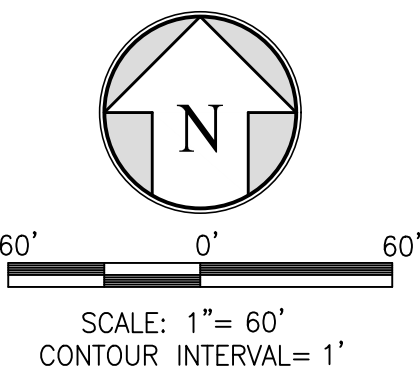


PROJECT SURVEYOR:

Kristie M. Achee, P.L.S. 8189
DATE: 02/05/2025
BY:



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TENTATIVE TRACT NO. 7463

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LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- EXISTING CONTOURS IN FEET
- IRRVLV
- EXISTING IRRIGATION VALVE
- EXISTING LOT LINE
- EXISTING RIGHT OF WAY
- PROPOSED 16' ADDITIONAL FOR PRIMARY PASEO
- PROPOSED 10' ADDITIONAL FOR LANDSCAPE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PUE
- PROPOSED PUBLIC UTILITY EASEMENT
- (R)
- RADIAL
- SUBDIVISION BOUNDARY
- TOTAL BUILDABLE LOTS
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS

SEE SHEET 5

SEE SHEET 7

SEE SHEET 11

SEE SHEET 10



PROJECT SURVEYOR:

Kristie M. Achee, P.L.S. 8189

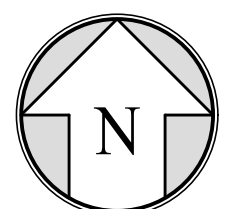
BY:

02/05/2025

DATE



BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA



60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

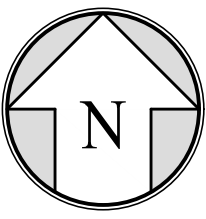
SHEET 6 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- EXISTING CONTOURS IN FEET
- EXISTING EDGE OF DIRT ROAD
- EXISTING HINGE POINT/TOP OF SLOPE
- IRR
- IRRVLV
- EXISTING IRRIGATION PIPE
- EXISTING IRRIGATION VALVE
- EXISTING LOT LINE
- EXISTING RIGHT OF WAY
- PROPOSED 16' ADDITIONAL FOR PRIMARY PASEO
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PUE
- (R)
- RADIAL
- SUBDIVISION BOUNDARY
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS



60' 0' 60'

SCALE: 1" = 60'
CONTOUR INTERVAL = 1'



PROJECT SURVEYOR:

Kristie M. Achee, P.L.S. 8189

02/05/2025

DATE

BY:



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BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SEE SHEET 6

SEE SHEET 11

LOT 'AA'
43.32 ACRES

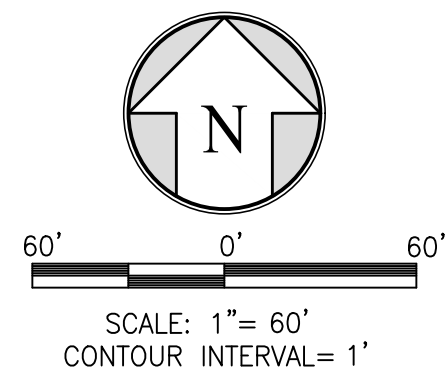
NOT A PART

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- EXISTING CONTOURS IN FEET
- EXISTING EDGE OF DIRT ROAD
- EXISTING RIGHT OF WAY
- PROPOSED 20' ADDITIONAL FOR PRIMARY PASEO
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- RADIAL
- SUBDIVISION BOUNDARY
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS



PROJECT SURVEYOR:

Kristie M. Achee, P.L.S. 8189
BY: Kristie M. Achee, P.L.S. 8189
DATE: 02/05/2025



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SEE SHEET 4



SEE SHEET 9

SEE SHEET 12

SEE SHEET 14

SEE SHEET 12

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

---	CENTERLINE, STREET
(XXX)	EXISTING CONTOURS IN FEET
---	EXISTING EDGE OF DIRT ROAD
□	EXISTING PIPE WITH ANTENNA
④	PROPOSED 9' ADDITIONAL FOR SECONDARY PASEO
→	PROPOSED DIRECTION OF STREET FLOW
---	PROPOSED FLOWLINE
---	PROPOSED PUBLIC UTILITY EASEMENT
(R)	RADIAL
⊕	TYPICAL STREET SECTION PER SHEETS 1-2
---	WAIVER OF DIRECT ACCESS

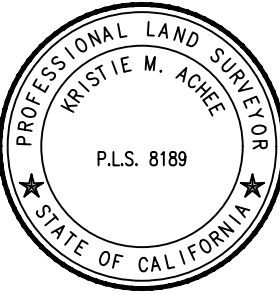
SEE SHEET 5



SEE SHEET 8

SEE SHEET 10

SEE SHEET 12

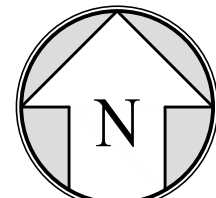


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60' 0' 60'
SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

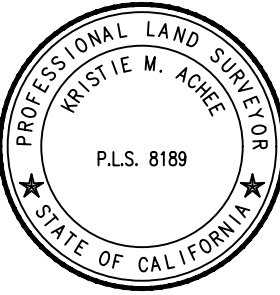
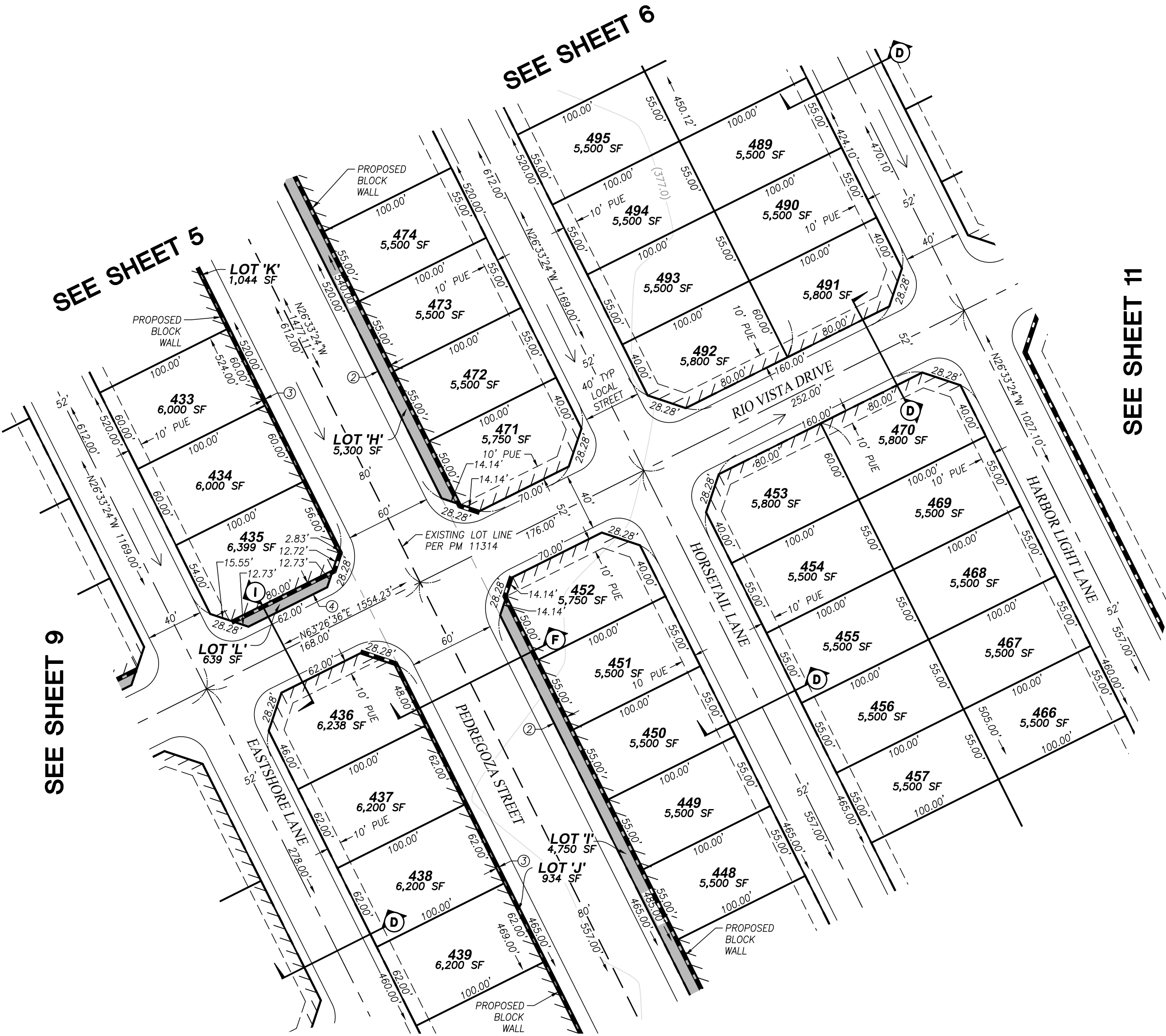
SHEET 9 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

- CENTERLINE, STREET
- (XXX) EXISTING CONTOURS IN FEET
- EXISTING LOT LINE
- ② PROPOSED 10' ADDITIONAL FOR LANDSCAPE
- ③ PROPOSED 2' ADDITIONAL FOR LANDSCAPE
- ④ PROPOSED 9' ADDITIONAL FOR SECONDARY PASEO
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PUE (R) RADIAL
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS

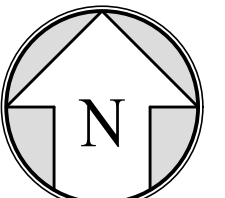


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DATE: 02/05/2025
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60' 0' 60'
SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

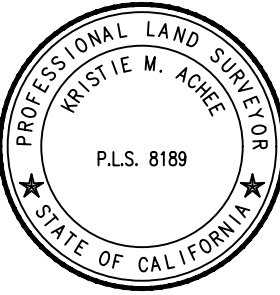
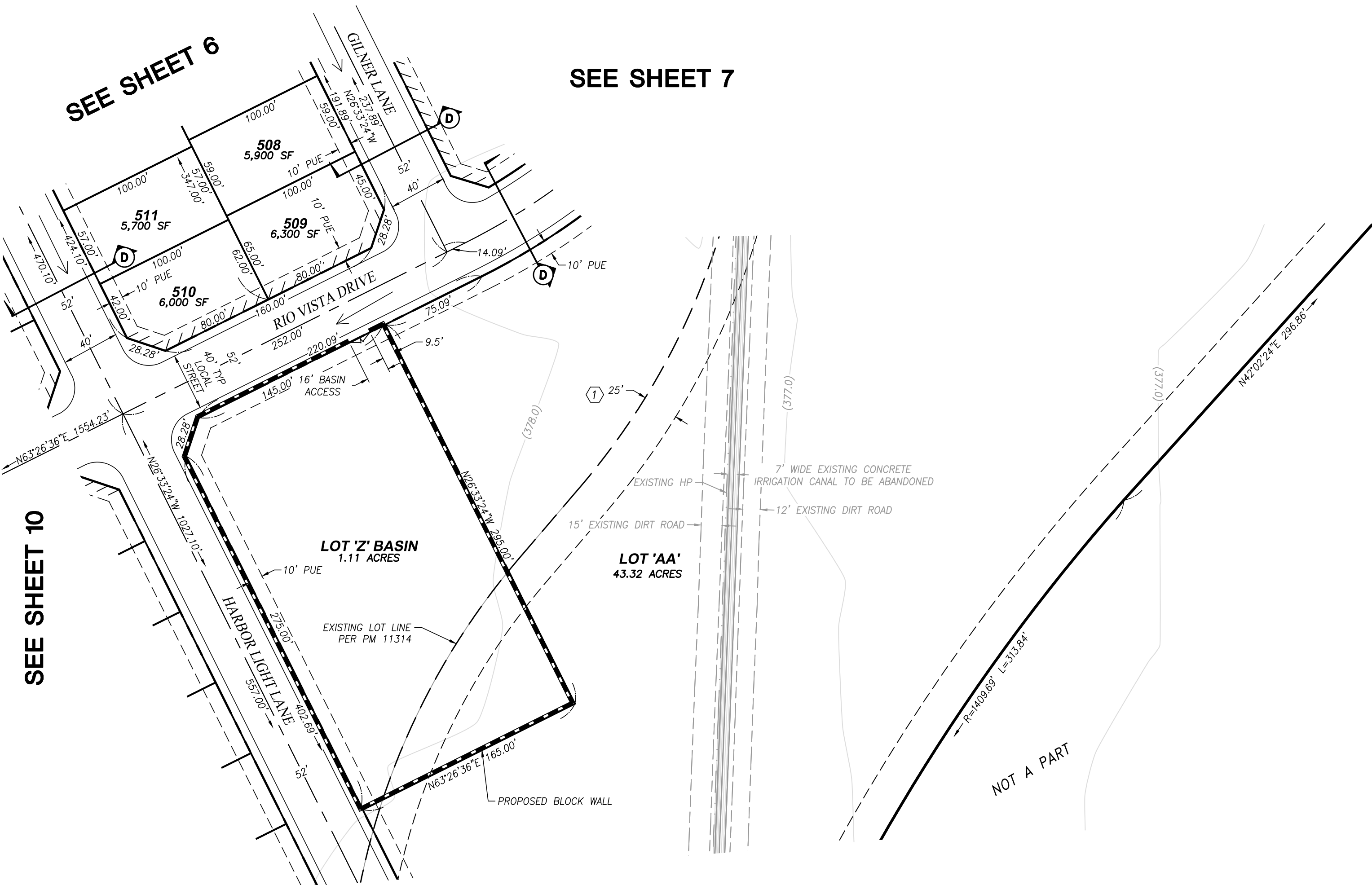
SHEET 10 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- EXISTING CONTOURS IN FEET
- EXISTING EDGE OF DIRT ROAD
- EXISTING HINGE POINT/TOP OF SLOPE
- EXISTING LOT LINE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- RADIAL
- SUBDIVISION BOUNDARY
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS



PROJECT SURVEYOR:

Kristie M. Achee

KRISTIE M. ACHEE, P.L.S. 8189

BY:

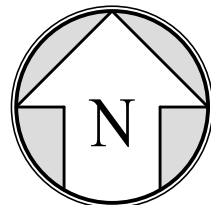
02/05/2025

DATE



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BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA



60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SHEET 11 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

	CENTERLINE, STREET
(X)	EASEMENT, SEE SHEET 1
BOL	EXISTING BOLLARD, 6" WOOD
(XXX)	EXISTING CONTOURS IN FEET
---	EXISTING EDGE OF DIRT ROAD
---	EXISTING LOT LINE
VP	EXISTING VENT PIPE
(4)	PROPOSED 9' ADDITIONAL FOR SECONDARY PASEO
---	PROPOSED BLOCK WALL
---	PROPOSED DIRECTION OF STREET FLOW
---	PROPOSED FLOWLINE
PUE	PROPOSED PUBLIC UTILITY EASEMENT
(R)	RADIAL
#	TYPICAL STREET SECTION PER SHEETS 1-2
---	WAIVER OF DIRECT ACCESS

SEE SHEET 9

SEE SHEET 14

SEE SHEET 13

SEE SHEET 16

SEE SHEET 15

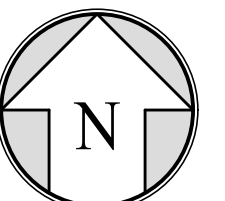


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DATE: 02/05/2025



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60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

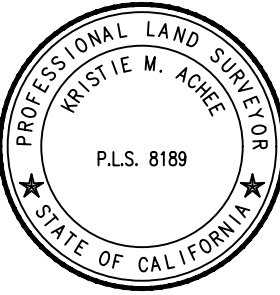
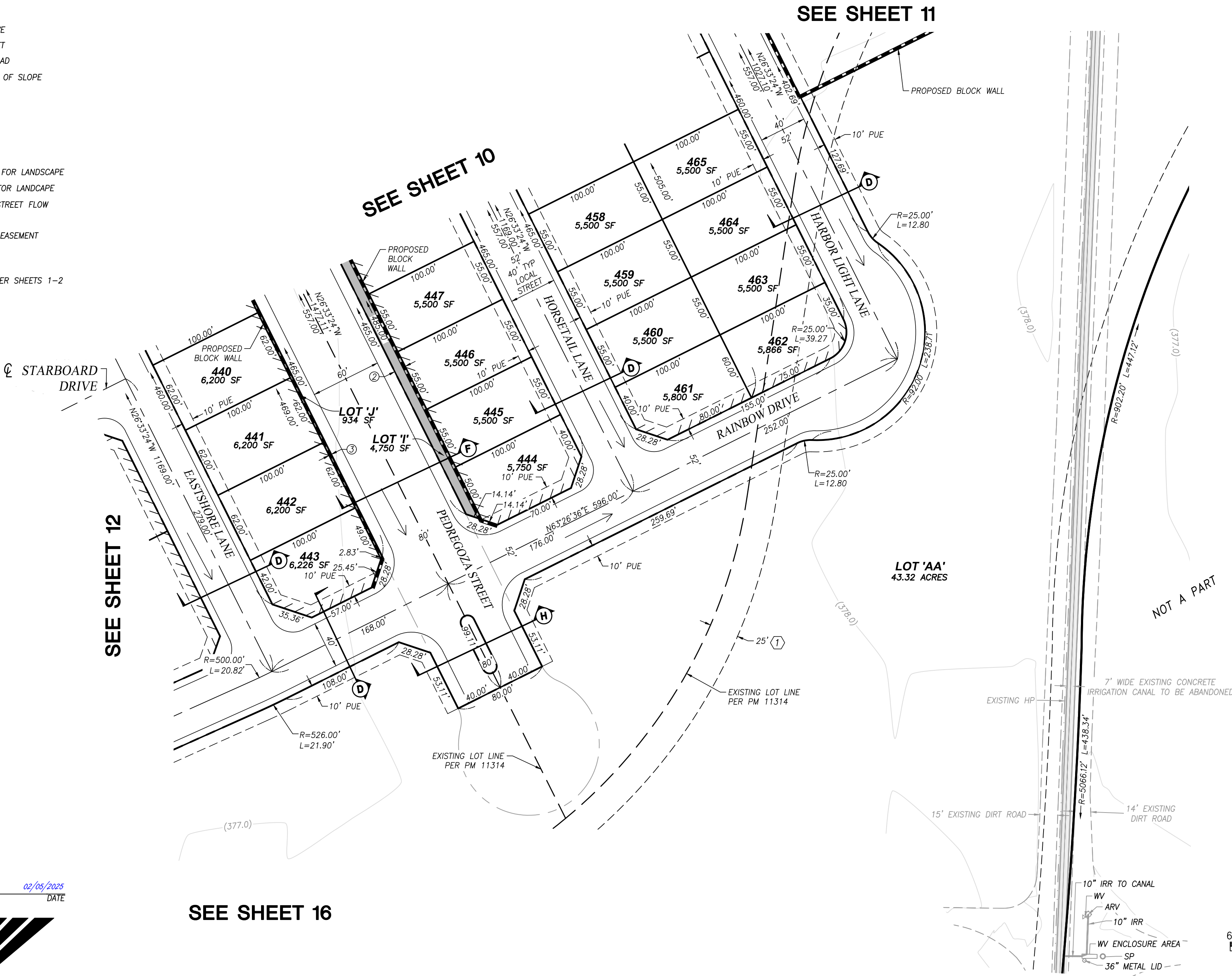
SHEET 12 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

—	CENTERLINE, STREET
(X)	EASEMENT, SEE SHEET 1
ARV	EXISTING AIR RELEASE VALVE
(XXX)	EXISTING CONTOURS IN FEET
---	EXISTING EDGE OF DIRT ROAD
---	EXISTING HINGE POINT/TOP OF SLOPE
IRR	EXISTING IRRIGATION PIPE
---	EXISTING LOT LINE
---	EXISTING METAL LID
SP	EXISTING STAND PIPE
WV	EXISTING WATER VALVE
②	PROPOSED 10' ADDITIONAL FOR LANDSCAPE
③	PROPOSED 2' ADDITIONAL FOR LANDSCAPE
→	PROPOSED DIRECTION OF STREET FLOW
---	PROPOSED FLOWLINE
PUE	PROPOSED PUBLIC UTILITY EASEMENT
(R)	RADIAL
---	SUBDIVISION BOUNDARY
#	TYPICAL STREET SECTION PER SHEETS 1-2
---	WAIVER OF DIRECT ACCESS

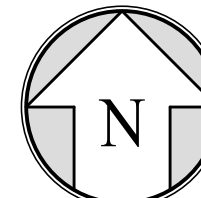


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DATE: 02/05/2025



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SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SEE SHEET 17

SHEET 13 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

SEE SHEET 8

LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- EXISTING CONTOURS IN FEET
- EXISTING EDGE OF DIRT ROAD
- EXISTING LOT LINE
- EXISTING RIGHT OF WAY
- PROPOSED 20' ADDITIONAL FOR PRIMARY PASEO
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- RADIAL
- SUBDIVISION BOUNDARY
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS



SEE SHEET 12

SEE SHEET 15

SEE SHEET 18

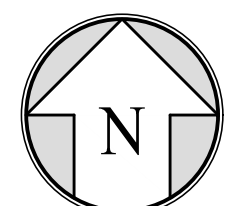


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Kristie M. Achee, P.L.S. 8189
BY: DATE



BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA



SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SHEET 14 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

SEE SHEET 12

LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- EXISTING CONTOURS IN FEET
- EXISTING EDGE OF DIRT ROAD
- EXISTING LOT LINE
- PROPOSED 9' ADDITIONAL FOR SECONDARY PASEO
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- RADIAL
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS

SEE SHEETS 14 & 18



SEE SHEET 16

SEE SHEET 19



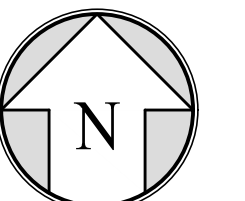
PROJECT SURVEYOR:

Kristie M. Achee, P.L.S. 8189
BY:

02/05/2025
DATE



BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA



60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SHEET 15 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

SEE SHEETS 12 & 13

LEGEND

	CENTERLINE, STREET
	EASEMENT, SEE SHEET 1
	EXISTING CONTOURS IN FEET
	EXISTING EDGE OF DIRT ROAD
	EXISTING HINGE POINT/TOP OF SLOPE
	EXISTING LOT LINE
	PROPOSED BLOCK WALL
	PROPOSED DIRECTION OF STREET FLOW
	PROPOSED FLOWLINE
	PROPOSED PUBLIC UTILITY EASEMENT
	RADIAL
	SUBDIVISION BOUNDARY
	TYPICAL STREET SECTION PER SHEETS 1-2
	WAIVER OF DIRECT ACCESS

SEE SHEET 15

SEE SHEET 17

SEE SHEET 20



PROJECT SURVEYOR:

Kristie M. Achee

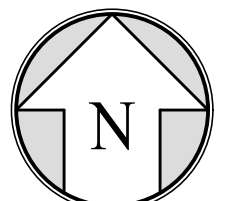
KRISTIE M. ACHEE, P.L.S. 8189
BY:

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60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SHEET 16 OF 23

TENTATIVE TRACT NO. 7463

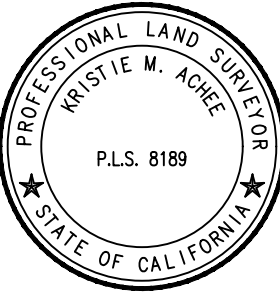
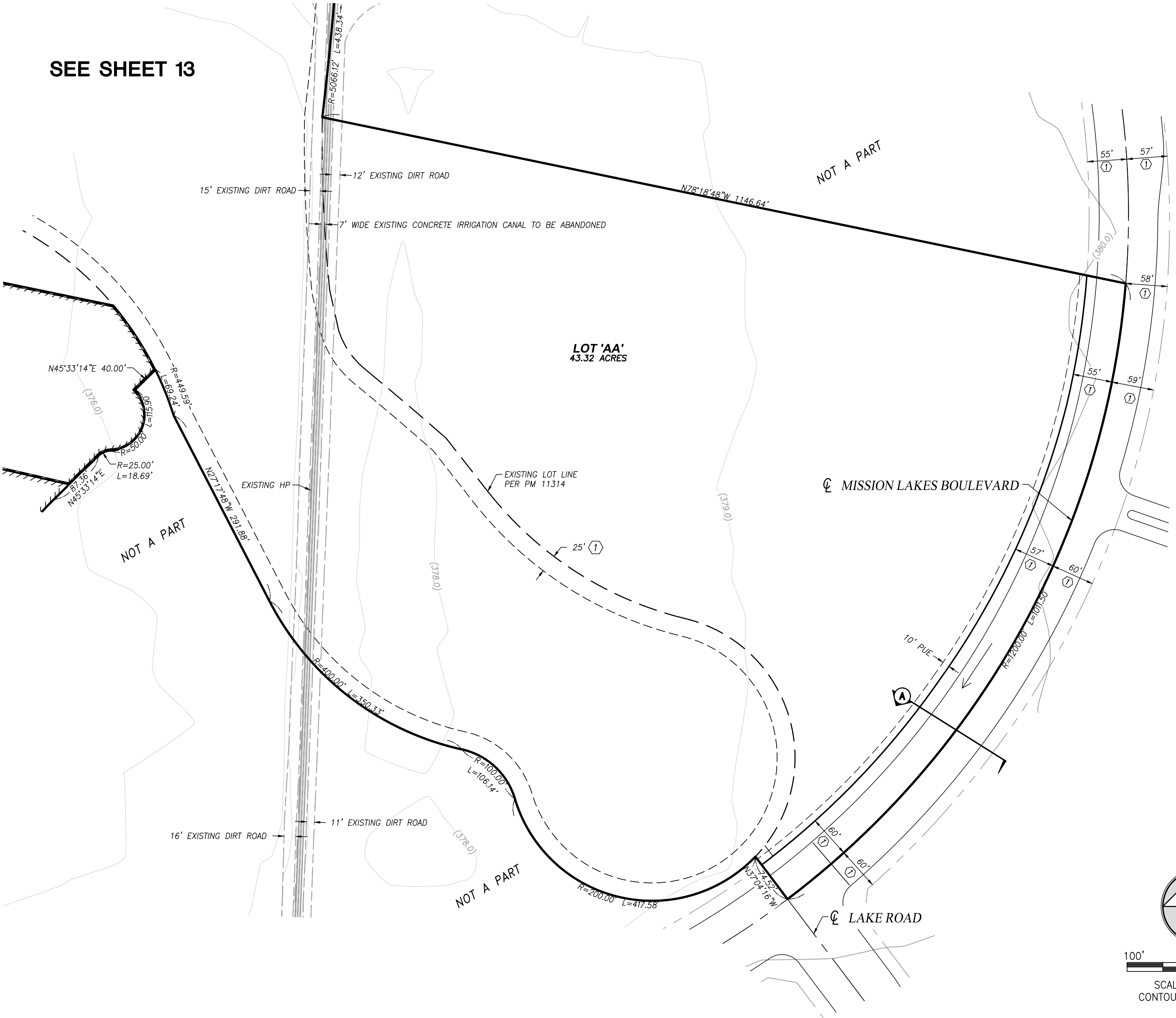
MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

SEE SHEET 13

SEE SHEET 16

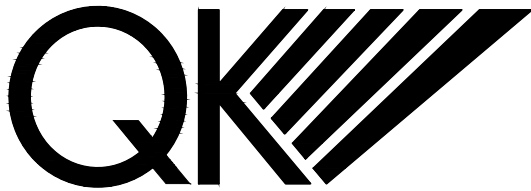
LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- EXISTING CONTOURS IN FEET
- EXISTING LOT LINE
- EXISTING EDGE OF DIRT ROAD
- EXISTING HINGE POINT/TOP OF SLOPE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- RADIAL
- SUBDIVISION BOUNDARY
- TYPICAL STREET SECTION PER SHEETS 1-2

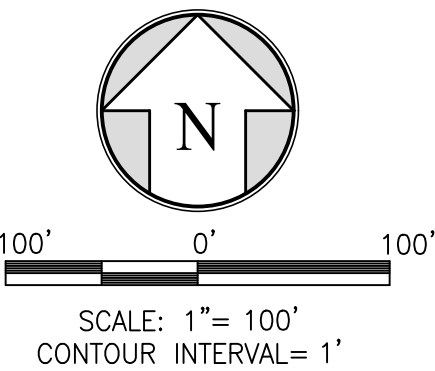


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BY: Kristie M. Achee, P.L.S. 8189
DATE: 02/05/2025



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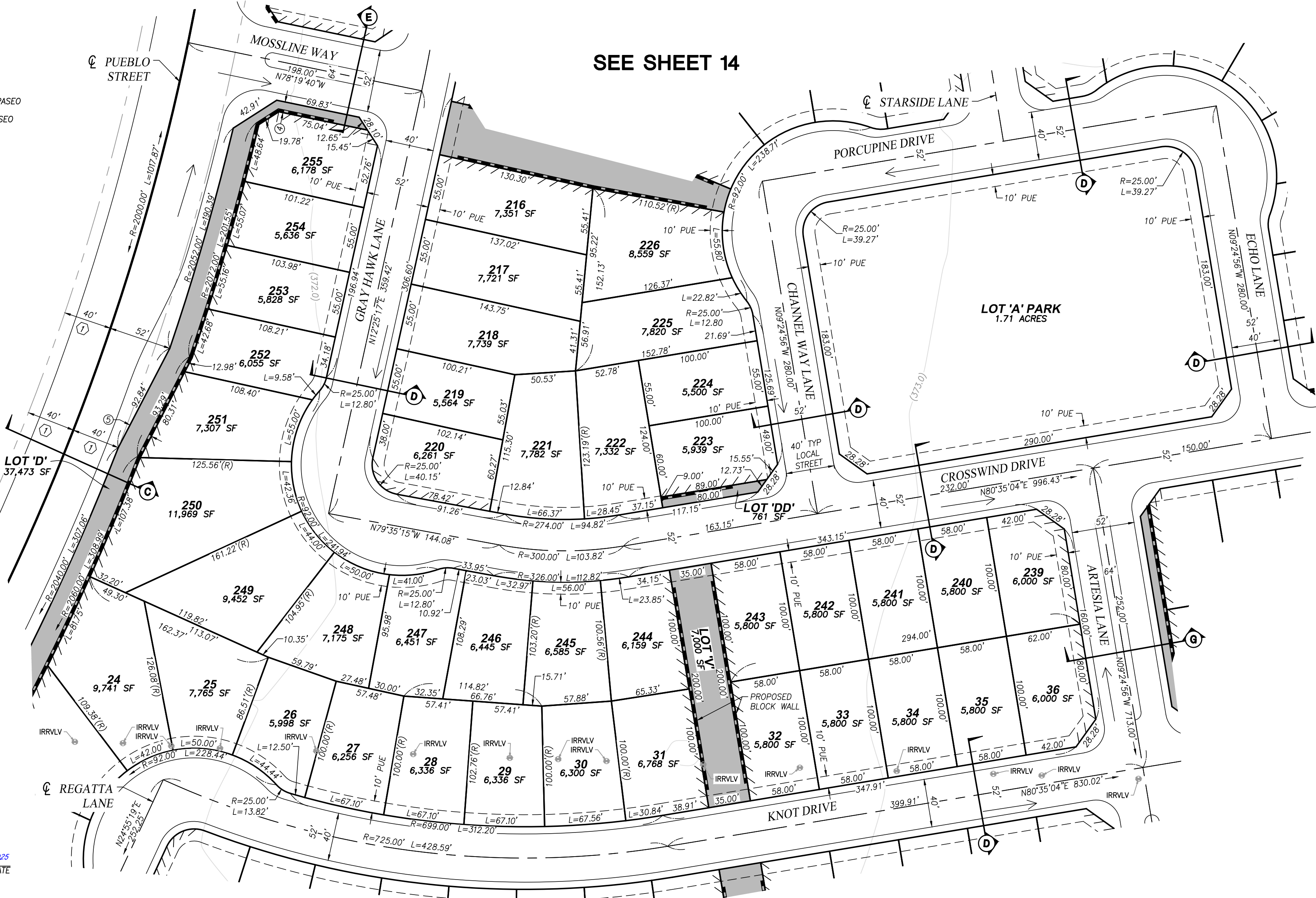
SHEET 17 OF 23

TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- EXISTING CONTOURS IN FEET
- IRRVLV
- EXISTING RIGHT OF WAY
- PROPOSED 9' ADDITIONAL FOR SECONDARY PASEO
- PROPOSED 20' ADDITIONAL FOR PRIMARY PASEO
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PUE
- PROPOSED PUBLIC UTILITY EASEMENT
- (R)
- RADIAL
- SUBDIVISION BOUNDARY
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS



SEE SHEET 14

SEE SHEETS 15 & 19

SEE SHEETS 21 & 22



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Kristie M. Achee, P.L.S. 8189
DATE: 02/05/2025



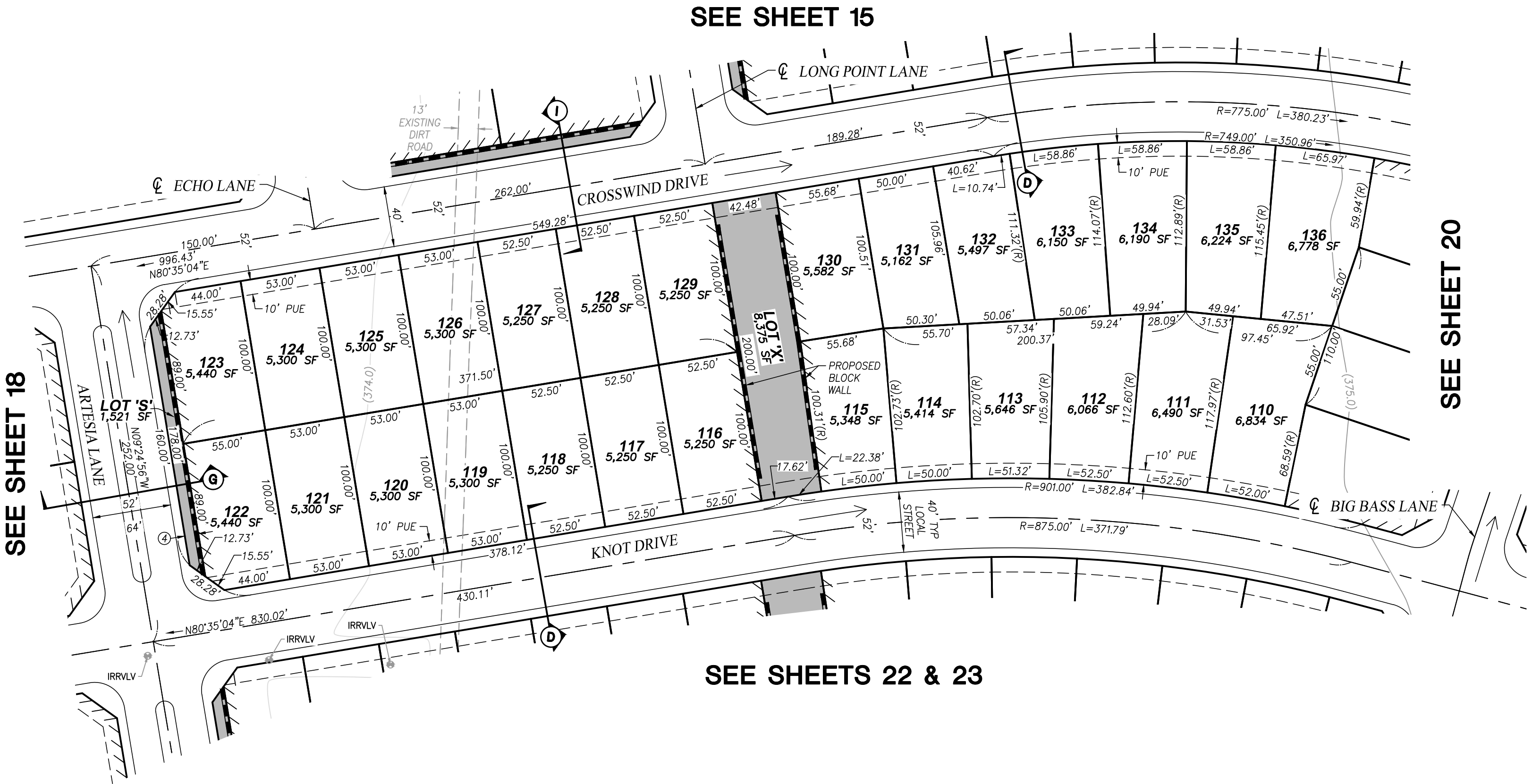
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TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

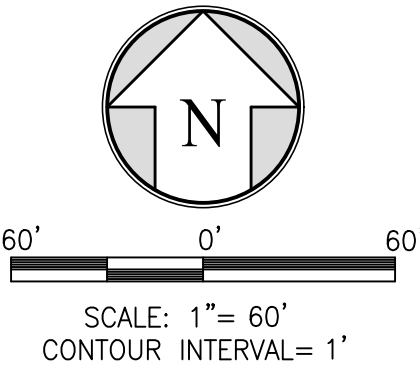
---	CENTERLINE, STREET
(XXX)	EXISTING CONTOURS IN FEET
---	EXISTING EDGE OF DIRT ROAD
IRRVLV	EXISTING IRRIGATION VALVE
④	PROPOSED 9' ADDITIONAL FOR SECONDARY PASEO
---	PROPOSED BLOCK WALL
→	PROPOSED DIRECTION OF STREET FLOW
---	PROPOSED FLOWLINE
PUE	PROPOSED PUBLIC UTILITY EASEMENT
(R)	RADIAL
---	SUBDIVISION BOUNDARY
---	TYPICAL STREET SECTION PER SHEETS 1-2
---	WAIVER OF DIRECT ACCESS



PROJECT SURVEYOR:

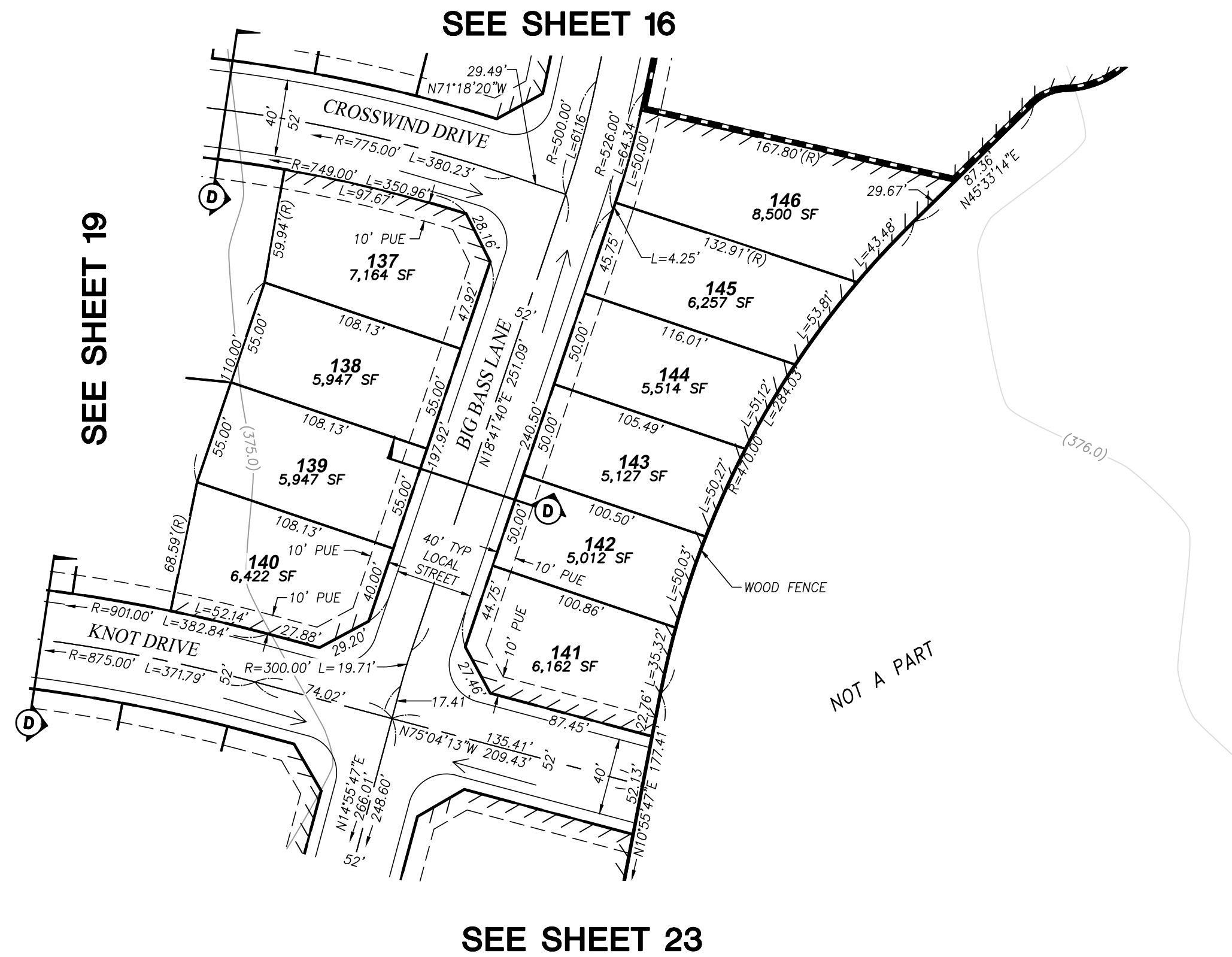
Kristie M. Achee, P.L.S. 8189
DATE 02/05/2025

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SHEET 19 OF 23

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158,
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 FEBRUARY 2025

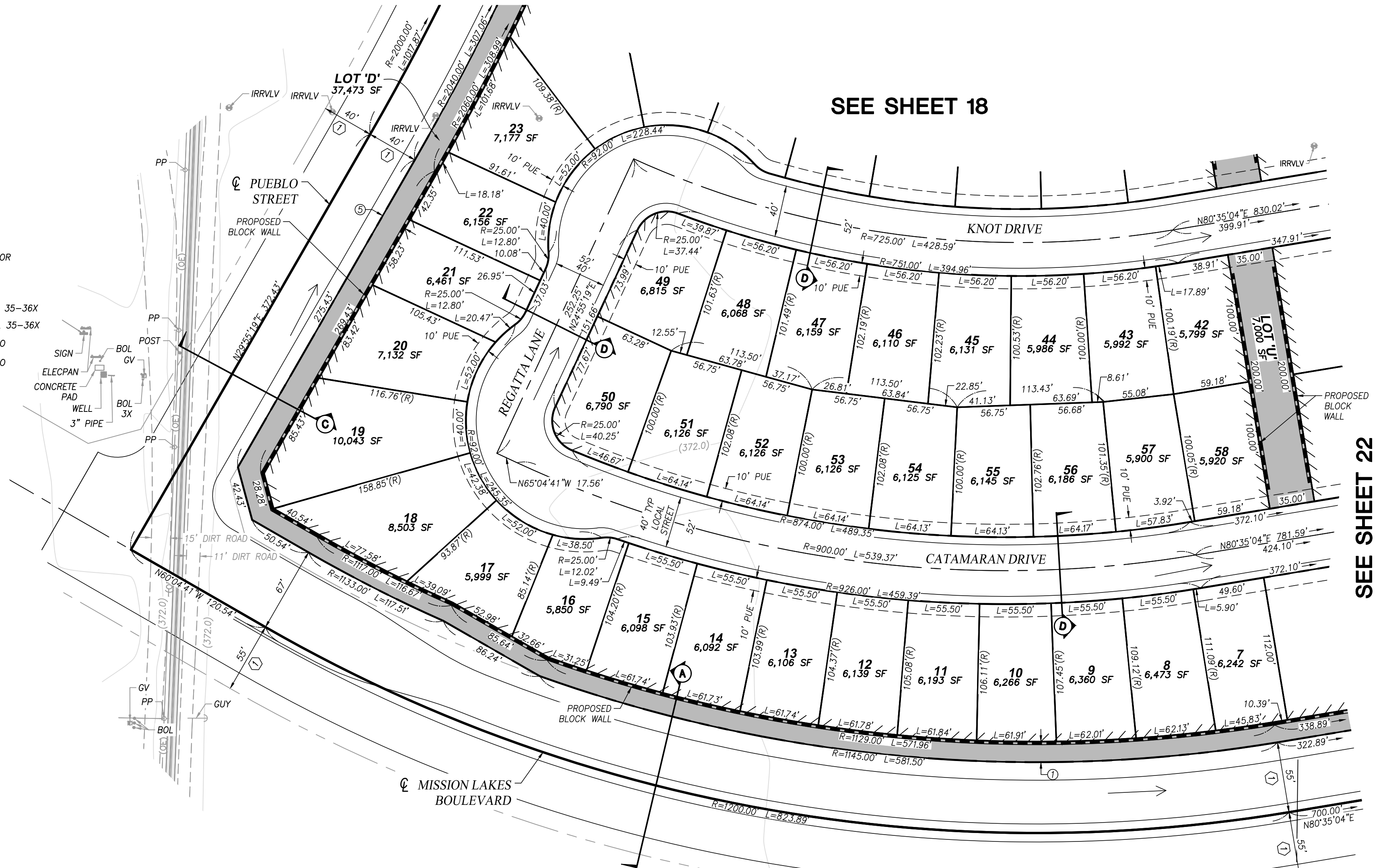


TENTATIVE TRACT NO. 7463

MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

LEGEND

---	CENTERLINE, STREET
(X)	EASEMENT, SEE SHEET 1
BOL	EXISTING BOLLARD
(XXX)	EXISTING CONTOURS IN FEET
---	EXISTING EDGE OF DIRT ROAD
ELECPAN	EXISTING ELECTRICAL PANEL
GV	EXISTING GAS VALVE
GUY	EXISTING GUY WIRE
IRRVLV	EXISTING IRRIGATION VALVE
OE	EXISTING OVERHEAD ELECTRICAL
POST	EXISTING POST, WIRE GUIDE FOR WATER TRACTOR
PP	EXISTING POWER POLE
---	EXISTING RIGHT OF WAY
SIGN	EXISTING SIGN, ROSEDALE RANCH NORTH WELL 35-36X
WELL	EXISTING WELL, ROSEDALE RANCH NORTH WELL 35-36X
①	PROPOSED 16' ADDITIONAL FOR PRIMARY PASEO
⑤	PROPOSED 20' ADDITIONAL FOR PRIMARY PASEO
---	PROPOSED BLOCK WALL
---	PROPOSED DIRECTION OF STREET FLOW
---	PROPOSED FLOWLINE
PUE	PROPOSED PUBLIC UTILITY EASEMENT
(R)	RADIAL
---	SUBDIVISION BOUNDARY
---	TYPICAL STREET SECTION PER SHEETS 1-2
---	WAIVER OF DIRECT ACCESS



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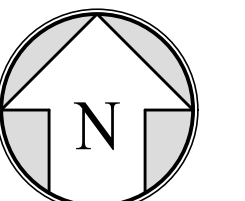
BY:

02/05/2025

DATE



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60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SHEET 21 OF 23

TENTATIVE TRACT NO. 7463

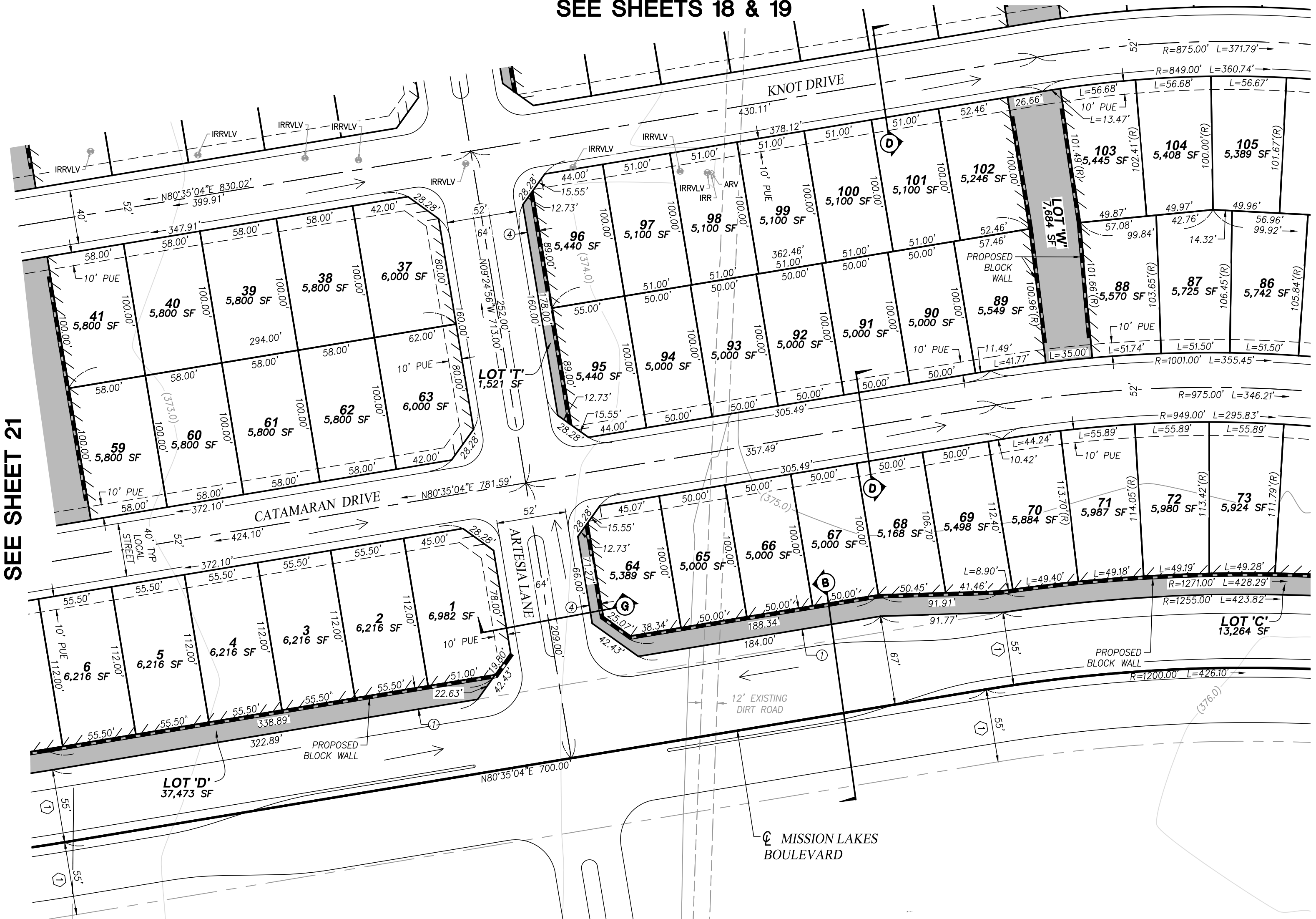
MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

SEE SHEETS 18 & 19

LEGEND

- CENTERLINE, STREET
- EASEMENT, SEE SHEET 1
- ARV EXISTING AIR RELEASE VALVE
- (XXX) EXISTING CONTOURS IN FEET
- EXISTING EDGE OF DIRT ROAD
- IRR EXISTING IRRIGATION PIPE
- IRRVLV EXISTING IRRIGATION VALVE
- EXISTING RIGHT OF WAY
- ① PROPOSED 16' ADDITIONAL FOR PRIMARY PASEO
- ④ PROPOSED 9' ADDITIONAL FOR SECONDARY PASEO
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED FLOWLINE
- PUE PROPOSED PUBLIC UTILITY EASEMENT
- (R) RADIAL
- SUBDIVISION BOUNDARY
- TYPICAL STREET SECTION PER SHEETS 1-2
- WAIVER OF DIRECT ACCESS

SEE SHEET 21



SEE SHEET 23



PROJECT SURVEYOR:

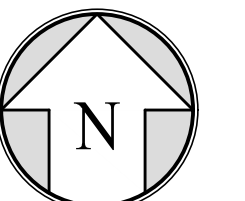
Kristie M. Achee, P.L.S. 8189
BY: Kristie M. Achee, P.L.S. 8189

02/05/2025

DATE



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BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA



60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SHEET 22 OF 23

TENTATIVE TRACT NO. 7463

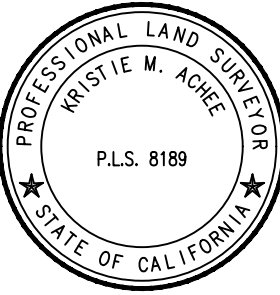
MERGER AND RE-SUBDIVISION OF PARCELS 26, 27, 28, 30 AND 'D' OF PARCEL MAP NO. 11314 RECORDED JANUARY 31, 2006, IN BOOK 54 OF MAPS, PAGES 149 THROUGH 158, IN THE OFFICE OF THE KERN COUNTY RECORDER, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA. FEBRUARY 2025

SEE SHEETS 19 & 20

LEGEND

---	CENTERLINE, STREET
(X)	EASEMENT, SEE SHEET 1
(XXX)	EXISTING CONTOURS IN FEET
---	EXISTING RIGHT OF WAY
①	PROPOSED 16' ADDITIONAL FOR PRIMARY PASEO
---	PROPOSED BLOCK WALL
→	PROPOSED DIRECTION OF STREET FLOW
---	PROPOSED FLOWLINE
PUE	PROPOSED PUBLIC UTILITY EASEMENT
(R)	RADIAL
---	SUBDIVISION BOUNDARY
---	TYPICAL STREET SECTION PER SHEETS 1-2
---	WAIVER OF DIRECT ACCESS

SEE SHEET 22

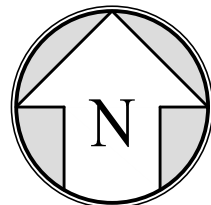


PROJECT SURVEYOR:

Kristie M. Achee, P.L.S. 8189



BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA



SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SHEET 23 OF 23

EXHIBIT “B”

CONDITIONS OF APPROVAL TENTATIVE TRACT NO. 7463

GENERAL

1. The owner(s), project proponent(s), and/or applicant(s) (hereinafter referred to as “Developer”), solely at their cost and expense, shall defend, indemnify and hold harmless the City of Shafter (hereinafter referred to as “City”), its agents, legislative bodies, officers and employees regarding any legal or administrative action, claim or proceeding concerning approval of Tentative Tract No. 7463 and/or related actions including, without limitation, actions taken or not taken with respect to the California Environmental Quality Act (hereinafter referred to as “CEQA”); or, at its election and in the alternative, shall relinquish such approval. Developer shall assume the defense of the City in any such legal or administrative action, claim or proceeding with legal counsel paid for in the entirety by Developer, but subject to the City's reasonable approvals. Developer shall also reimburse the City, its agents, legislative bodies, officers and employees for any judgments, amounts paid in settlements, court costs and attorneys' fees which the City, its agents, legislative bodies, officers and employees may be required to pay or otherwise pay because of such action, claim, or proceeding. The City may, at its sole discretion, participate at its own expense in the defense of any such action, claim or proceeding, but such participation shall not relieve Developer’s obligations under these conditions of approval (hereinafter referred to as “Conditions”).
2. The Developer or the Developer’s engineer shall submit a list of all contractors and/or subcontractors performing work on this project to the City Finance Department and such contractors and subcontractors shall obtain valid business licenses to do business and/or work in the City of Shafter.
3. The following disclosure shall be given as part of transfer of properties: “All your real property is near property used for agricultural operations, you may be subject to inconveniences or discomforts arising from such operations on any 24-hour basis. Said discomforts may include, but not be limited to equipment noises, odors from manure or other chemicals, and dust or smoke. The City has determined that the use of real property for agricultural operations is a high priority and favored use to the City and Kern County and will not be considered a nuisance for those inconveniences or discomforts arising from agricultural operations, provided such operations are consistent with accepted customs, standards, and laws.”
4. Until all portions of the tentative tract have been developed, all vacant and undeveloped land, not being actively farmed, shall be maintained in a weed-free and clean manner by the Developer. Should said property not be so maintained, the City shall notify the property owner that the property is to be cleaned within thirty (30) days of receipt of said notice. If the property owner does not comply within the required time frame, City may then clear the land and bill the property owner for expenses incurred.

5. Unless a final map is recorded, this tentative tract shall expire twenty-four (24) months from the date of approval by the City Council, unless an extension is granted by the City Council. Should an extension be requested, Developer, not less than sixty (60) days prior to the expiration date, shall submit to the City, the applicable processing fees and a completed application requesting an extension of the map approval in accordance with the provisions of City Code and the Subdivision Map Act. PLEASE NOTE: This will be the only notice given for the above specific expiration date. The applicant is responsible for initiating an extension request.
6. All construction and development shall be consistent with the City of Shafter Mission Lakes Specific Plan and Tentative Tract No. 7463.

PLANNING

7. Prior to initiating any grading or earthmoving within Tract No. 7463, the Developer shall provide the City of Shafter Planning Department with written confirmation from the San Joaquin Valley Air Pollution Control District (SJVAPCD) that the proposed development follows the requirements of the District's Rule 9510.
8. The Developer shall be required to permanently maintain all landscaping, except for landscaping included in the Community Facilities District, including the replacement of any trees or shrubs that do not survive.
9. Only the street names or alternate street names that have been approved on the attached Tentative Tract Map shall be shown on the Final Map(s) for Tract No. 7463. If the Developer wishes to change the street names at any point in time, a street name change request will need to be submitted to the Shafter Planning Department and approved prior to changing or using any proposed street names.
10. If the Developer proposes to phase the map or make any changes to the approved tentative map contents, the Developer shall submit a Substantial Conformance application to the Planning Director for review and approval. If the map is phased, the Planning Department may request that the Developer apply for a Change of Conditions to update any affected conditions as necessary.
11. Approved access shall be provided for each lot in accordance with City standards.
12. All roof-mounted air conditioning equipment shall be located on the rear portion of the roof ridge line in such a manner as to be screened as much as practical from view from public streets.
13. With the exception of model houses, as provided in Section 3.080, Chapter 3, Title 16 (Subdivision Ordinance) of the Shafter Municipal Code, no building permit shall be issued by the City of Shafter until Tract No. 7463 has been recorded pursuant to the requirements of Title 16 (Subdivision Ordinance) and Title 17 (Zoning Ordinance) of the Shafter Municipal Code.

14. If Condition No. 146 is initiated by the Developer and executed by the City of Shafter, no building permit shall be issued until wet utilities have been installed, an all-weather surface roadway is completed on the subject property, and survey stakes or other form of temporary documentation will be provided for, and approved by the Building and Safety Inspector, to verify building location. Missing stakes or other temporary documentation will result in delays in inspection schedule.
15. The following note shall appear on the final map and all grading and construction plans:
 - a. If during grading or construction, any plugged, abandoned, or unrecorded oil or gas wells are uncovered or damaged, the California Department of Conservation/Geologic Energy Management Division (CalGEM) shall be contacted to inspect and approve any remediation required.
 - b. If any abandoned water wells are located within the development or discovered during excavation or grading, the Kern County Public Health Department - Environmental Health Services Program must be contacted to obtain information for the proper permitting and destruction procedures.
 - c. Building setbacks on lots with existing plugged wells shall satisfy the requirements of the CalGEM. If the recommended setbacks cannot be satisfied, the Developer shall submit, concurrent with the submittal for a building permit for the impacted lot, written confirmation from the CalGEM that the setback provided is acceptable.
16. During grading operations, all activity shall be restricted to periods of low wind to reduce dust emissions. Verification of compliance will be the responsibility of the City of Shafter Building Inspection Division.
17. Prior to construction, the Developer shall submit plans for the public parks to be developed on Lot 'A', Lot 'B', and Lot 'AA', approved under Tentative Tract No. 7463. The public park designs shall be approved by the City of Shafter in consultation with the North of the River Recreation and Park District. The public parks in Tract 7463 shall be fully constructed, landscaped, and completed by the Developer, consistent with the Mission Lakes Specific Plan and all applicable standards, prior to receiving over 60% of the Certificates of Occupancy (more specifically being the 329th Certificate of Occupancy) for this subject tract. Lot 'A', Lot 'B', and Lot 'AA' shall be dedicated/deeded to the North of the River Recreation and Park District upon completion and acceptance of all improvements by the City of Shafter.

As an alternative to dedication and transfer of ownership of the public parks to the North of the River Recreation and Park District, and subject to authority granted in state law, Developer may request the City consider alternative arrangements for the dedication and transfer of the public parks, as authorized by state law, either to the City of Shafter or a combination of the City of Shafter and the North of the River Recreation and Park District. Such alternative arrangements shall be memorialized in an agreement approved by the City of Shafter and the North of the River Recreation and Park District, prior to acceptance of all improvements by the City of Shafter (except for the issuance of a certificate of occupancy

for model homes). Nothing contained herein shall obligate the City or the North of the River Recreation and Park District to accept such alternative dedication and transfer.

18. The Developer of Tract No. 7463 shall comply with all SJVAPCD requirements while grading and developing the site. It is the Developer's responsibility to contact the SJVAPCD to determine with which requirements/rules the Developer must comply.
19. Prior to recordation of any final map for Tract No. 7463, the Developer shall enter into a development agreement with the City of Shafter, in a form and substance reasonably approved and required by the City, which shall provide for a minimum square footage of residential units within the subdivision, and which shall provide for payment of park fees, traffic fees, and any other fees deemed necessary by the City.
20. All utilities shall be designed and constructed in such a way as to allow for them to be extended into any future residential development areas.
21. The landscape lots and trail system in Tract No. 7463 shall be planted with a combination of evergreen and deciduous trees at a density sufficient to provide a year-round visual buffer. Tree species and spacing shall be reviewed and approved by the City as part of the approval of the landscape plans for the tract.
22. If during development activities, any wells are encountered, the property owner is expected to immediately notify the CalGEM construction site well review engineer in the Inland district office, and file for Division review an amended site plan with well casing diagrams.
23. On all corner lots and/or reverse corner lots within the tract, fences/walls shall not be located within the first 5 feet of the Public Utility Easement behind the street side yard and front-yard property lines. A note stating this must be included on all site plans during building permit review. The City will not permit walls nor fences to be built within the first five (5) feet of the PUE dedication on the side-yard of corner/reverse corner lots.
24. No permanent structure shall be built within a 10-foot radius of any existing wells within Tract No. 7463.
25. The design of all houses proposed to be built by the Developer/Home Builder(s) within Tract 7463 must be in substantial conformance with the Mission Lakes Specific Plan Chapter 5: Design Guidelines.
26. The Developer/Home Builder of Tract 7463 shall use a variety of floor plans within the residential tract as required in the City of Shafter Zoning Ordinance Table 2.B (Residential Floor Plan and Elevations Guidelines). Floor plans and elevations will be subject to the review and approval of the Shafter Planning and Building Departments. The Developer/Home Builder shall plot alternative floor plan types and/or elevation styles on contiguous lots within Tract 7463.

BUILDING

27. Prior to issuing a certificate of occupancy for any building, the building address(es) shall be permanently installed and be clearly visible from the street.
28. The Developer shall obtain a letter from Kern County Fire Department stating Kern County Fire's approval of construction of 199 dwelling units without a secondary access. A copy of this letter shall be provided to the Building Department prior to the recording of a Final Map.
29. Prior to issuance of the first building permit, the Developer shall provide written confirmation from the SJVAPCD confirming that any and all applicable off-site mitigation fees for the subdivision have been paid in full.
30. No final inspection or issuance of a certificate of occupancy shall be approved for any lot until all required improvements have been completed by the Developer and accepted by the City.
31. Developer shall pay all development fees and impact fees adopted by the City in effect at the time of issuance of any building permits. The Developer can also elect to pay traffic impact fees at the time of each building permit's issuance.
32. Developer shall comply with the latest California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code and all other applicable codes, ordinances, regulations, and development standards in effect at the time of issuance of relative permits.
33. Prior to issuance of each building permit for houses within Tract No. 7463, Developer shall submit a site plan to the City Planning Department for review and approval. The site plan shall reference the floor plan layout and building elevations, including exterior building materials and colors, for each of the single-family residences to be constructed within Tract No. 7463. The siting of each structure on the plans must comply with the applicable lot development standards of the latest Mission Lakes Specific Plan.
34. Private drives constructed of Portland cement concrete shall be constructed at a minimum width of 16 feet from the edge of public roadway pavement to the garage of each home.
35. A landscaping plan, including design of a permanent irrigation system, shall be submitted to and approved by the Planning Director and City Engineer. Said approved landscape and irrigation plan shall be implemented prior to receiving a final inspection for any house constructed within the subdivision. All landscaping is subject to the requirements for landscaping contained herein these conditions and with City Standards. Landscaping shall include an irrigation system for both the front-yard and the street side-yard (where applicable) provided the street side-yard is not obscured from sight from an adjacent street by fencing, for each lot within the subdivision. Landscaping shall comply with current State guidelines for residential landscaping.
36. Fiber Optic Installation for Dwelling Units: Owner agrees to install in each dwelling unit the following fiber optic requirements:

- a. Install a Dedicated City Fiber Enclosure adjacent to the other utility enclosures or a Common Communication Enclosure (collectively “Utility Enclosure”) for the proposed communications utilities (phone, cable, fiber, etc.). The enclosure type shall be Benner-Nawman 14326W-UL or as approved by the City. The Utility Enclosure may face the garage exterior or interior and shall include one 120-volt, 15-amp convenience receptacle inside the enclosure mounted on either side of the wall. A surge-protected receptacle must be installed or verification that an equivalent surge protection device (SPD) has been installed as an integral part of the service equipment or located immediately adjacent to the service equipment to be in accordance with article 230.67 of the California Electrical Code.
- b. Install a wireless-transparent Structured Media Enclosure (“Media Enclosure”), such as models: Legrand 30” ENP3050, Legrand 42” ENP4250, Leviton 30” 49605-30W, Primex Verge 30” P3000, 42” Primex Verge P4200, or as approved by the City. The Media Enclosure shall be installed in the wall of a master bedroom closet or a laundry room furthest from the water supply and maintain a minimum 48-inch horizontal clearance between and 24-inch clearance above any metallic appliances or accessories. The Media Enclosure shall include one 120-volt, 15-amp convenience receptacle located inside the enclosure.
- c. Install a conduit pathway from the Utility Enclosure to the Media Enclosure with a minimum of one (1) 1-inch diameter non-metallic, flexible conduit which shall maintain a minimum 36-inch bend radius and protrude a minimum of 6-inches into the enclosures. The conduit shall be marked with orange Tyvek or plastic tags, labeled “City Fiber Use Only”, 661-746-8929”, tie wrapped to the conduit in plain view within the enclosures.
- d. Install a continuous conduit without breaks or couplings from the existing City Fiber Distribution Enclosure located in the right-of-way (“Distribution Enclosure”) to the bottom side of the Utility Enclosure. The conduit shall be installed a minimum of 36-inches below grade, protrude a minimum of 12-inches into the Utility Enclosure, be orange in color, and be factory labeled “City of Shafter 661-746-8929”. If the conduit does not have an integrated tracer wire, a continuous external #12 AWG solid-conductor tracer wire with high-density polyethylene insulation rated for direct burial shall be installed along with the conduit leaving a minimum 15-feet of slack coiled in the Distribution Enclosure and 3-feet of slack coiled in the Utility Enclosure. The conduit and tracer wire shall be inspected by a City of Shafter representative before shading and backfilling.
 - i. After backfilling, polyester cable pulling tape (Muletape), or equivalent, shall be installed in all conduit paths between the Distribution Enclosure and the Utility Enclosure. Mule tape shall be slack (no tension) and fastened to the plug or cap.
 - ii. Couplings shall be used to repair damaged or short-length conduit only if approved by the City. Conduit couplings shall be an air-tight, water-tight, push-on compression fitting approved by the City. Tracer wire couplings shall be air-tight, water-tight, twist on or compression connector approved by the City. Coupling integrity shall be inspected by a City of Shafter representative.

- e. Category 6 Unshielded Twisted Pair (CAT 6 UTP) cable (or as approved by the City) shall be installed according to industry standards and the requirements below, and shall not be pinched, stapled, bent sharply, or crossing any sharp, unprotected edges:
 - i. Install a minimum of two (2) cables from the Utility Enclosure to the Media Enclosure.

ENGINEERING

- 37. Developer shall remove and replace any existing public or private improvements that may become damaged during any phase of construction, as required by the City Engineer. The contractor working within the public right-of-way shall obtain an encroachment permit from the City Engineer prior to commencing any such work.
- 38. Developer shall relocate and/or install all necessary infrastructure to provide utilities to the proposed project.
- 39. A ten (10) foot public utility easement, as shown on the tentative map, shall be provided in the front of all lots and on the street side of all corner lots/reverse corner lots as requested by the utility companies and the City Engineer. Easements shall be granted with the final map. Easements must also be shown on individual site plans during building permit application review.
- 40. Easements to be given to the City or any other public utility agency for sewer, water, storm drain, electrical, or any other utility or similar purpose shall not cross private property without prior approval of the City Engineer.
- 41. Any above-ground utility cabinets or facilities to be located within the road right-of-way or public utility easement shall be permitted only upon approval by the City Engineer. Such approval will be made in writing, upon written request of the applicant and/or the affected utility company.
- 42. Any obstructions including utilities, irrigation lines, etc., shall be removed and/or relocated, if necessary, at the expense of the Developer.
- 43. No final inspection shall be approved until all required improvements have been completed by the applicant and accepted by the City of Shafter.
- 44. All new utilities shall be underground service.
- 45. During construction, vehicular access points shall be covered with decomposed granite, road oil, or some other treatment acceptable to the City Engineer, to prevent generation of dust during periods of vehicular activity and/or windy conditions and tracking of mud and dirt on public roadways.
- 46. Prior to the issuance of a Certificate of Occupancy on any lot of Tract No. 7463, all required improvements shall be completed and accepted by the City of Shafter. Required improvements shall be those improvements necessary to provide adequate City Services to the subject lot as determined by the City Engineer.

47. All improvements shall be complete within one (1) year from the date of filing of the final map for the development unless a time extension is granted by the City Engineer. The timing of improvements shall be subject to approval of the City Engineer.
48. Type and location of centralized mail delivery units shall be determined by the postal service. If the postal service requires special easements for the placement of the delivery units, then said easements shall be shown on the final map.
49. All road, landscaping, trail, sidewalk, block wall, and paseo improvements, required by and consistent with Tract No. 7463 and the Mission Lakes Specific Plan, shall be constructed by the Developer and approved by the City of Shafter prior to recordation of the final map or shall be included as a public improvement in the subdivision improvement agreement. Wall plans, materials, and dimensions shall be consistent with the requirements of the Mission Lakes Specific Plan and Tentative Tract No. 7463 and shall be approved by the City of Shafter prior to construction. The timing of improvements shall be subject to approval of the City Engineer.
50. Developer shall place the entire subdivision within a new or add to an existing Community Facilities District prior to recordation of a final map and prior to acceptance of improvements by the City of Shafter. The maintenance district shall be set-up to cover the cost of street lighting, drainage basin maintenance, landscaping maintenance, and/or park maintenance, as well as all administrative costs associated with the City of Shafter's management of the District.
 - a. The Developer shall be required to cover the cost of street lighting, maintain all landscaping, park maintenance, including the replacement of any trees or shrubs that do not survive, within public right-of-way and landscape easements for a period of one (1) year after final inspection of the landscape improvements, or until such time as the maintenance district is formed, whichever shall occur last.
 - b. Developer shall be fully responsible for the formation, and formation cost of the Community Facilities District, as directed by the City Engineer.
 - c. Developer shall be fully responsible for paying the cost of water for all landscaping and electricity for the streetlights for a period of one (1) year after issuance of Notice of Completion.
51. Engineered plans and building permits are required for all block walls greater than 6 feet in height.
52. Developer shall design and install a system of conduits, terminal enclosures, distribution enclosures, splice enclosures, connection points, and hand holes for a fiber optic network to each buildable lot within the development. Design and material specifications are available from the City of Shafter. Plans shall be submitted to and approved by the City of Shafter, prior to recordation of the final map, showing the proposed utility trench and all appurtenant hardware. The design shall include the following minimum specifications:

- a. A combination of fiber optic conduits shall minimally include 4" SDR-11 HDPE, 2" SDR-11 HDPE, 1.25" SDR-11 HDPE, and 7-Way bundled HPDE innerduct with attached tracer wire. Fiber optic conduits may be joint-trenched with other utility company pipes and/or conduits.
 - b. All underground fiber optic conduits, innerduct bundles, etc. shall be factory-labeled "City of Shafter 661-746-8929". Conduits shall be identified by a permanent marking, with the address number of the residence they serve, within the distribution enclosures.
 - c. All underground fiber optic conduit paths shall have tracer wire. If the conduit does not have an integrated tracer wire, a continuous external #12 AWG solid-conductor tracer wire with high-density polyethylene insulation rated for direct burial shall be installed along with the conduit leaving a minimum 15-feet of slack coiled in the endpoint enclosures.
 - d. The ends of all fiber optic conduits and innerducts shall be plugged or capped to prevent dirt, debris, or foreign objects from entering.
 - e. After backfilling, all conduits shall be checked for obstructions, and re-excavated and repaired or replaced as required. All conduits ½-inch or larger shall require polyester cable pulling tape (Muletape) or equivalent installed. Polyester cable pulling tape (Muletape) shall be slack (no tension) and fastened to the plug or cap. Innerducts shall be mandrel tested and are subject to inspection by a City of Shafter representative.
 - f. A combination of underground utility enclosures shall minimally include 36"W x 60"L x 36"D polymer concrete enclosures with dual torsion covers, 36"W x 36"L x 24-36"D and 24"W x 36"L x 24-36"D High Density Polyethylene (HDPE) enclosures.
 - g. All underground utility enclosures shall be factory-stamped "City Fiber".
53. Prior to construction, all improvement plans and landscaping plans shall be approved by the City of Shafter.
54. The side-yard fences constructed along local streets shall consist of a masonry block retaining wall, or other material as approved by the City Engineer, topped with a wooden fence. Sufficient area behind the sidewalk shall be provided to accommodate the installation of community mailboxes, where required by the US Postal Service.
55. The final subdivision map proposed for recordation shall be in substantial conformance with the approved tentative map or any approved alterations thereafter.

ENGINEERING: GRADING & DRAINAGE

56. Prior to review of any required improvement plans, both a drainage/hydrology study and a grading plan shall be submitted to and approved by the City Engineer. A master grading plan covering Tract No. 7463 shall be submitted and approved. Future development plans shall be based upon the approved master plan. Any deviation from the approved master plan will require the approval of the City Engineer.
57. The drainage/hydrology study and hydraulic analysis for the project shall be performed by a registered civil engineer and submitted to the City Engineer for review and approval. The

study shall demonstrate that any potential run-off will not impact surrounding properties. The study shall focus on the project property and any affected adjacent properties.

58. A soils report, prepared by a registered civil engineer shall be submitted along with the grading plan. Soils report shall be performed in compliance with the latest edition of California Building Code, and Chapter 15.28 of the Shafter Municipal Code. In addition, all site grading, earthwork and building design shall be performed in accordance with the recommendations of the soils report.
59. A grading permit shall be obtained from the City prior to commencement of any grading activity.
60. Prior to issuance of a building permit, the Developer shall file a “Rough Grade Certificate” with the City in accordance with the City Engineering Design Standards. Rough Grade Certificate shall be accompanied by certified soil compaction test data from an acceptable materials testing company and a certificate that the rough grade is in substantial conformance with the approved grading plan and Chapter 15.28 of the Shafter Municipal Code. Developer to obtain “Rough Grade Certificate” form from the City.
61. Prior to final approval, acceptance of work, or issuance of Certificate of Occupancy, the Developer’s engineer shall file a “Final Grade Certificate” stating that all required grading has been done in accordance with the approved grading plan. Developer to obtain “Final Grade Certificate” form from the City.
62. The location and frequency of soils compaction testing shall be per the City Engineer. Soils compaction testing shall be provided by the Developer.
63. Minimum slopes across any flat surface shall be 1%. For slopes less than 1%, surface drainage shall be channeled into a concrete v-gutter, curb and gutter, underground storm drain, or similar drainage structure.
64. All building pads shall provide a minimum of 2% slope away from each house to an earth swale, and a minimum of 1% from the highest point in the swale to the street. A four-inch landscape drain may be used to replace the earth swale. The minimum pad height shall be twelve (12) inches above the adjacent curb.
65. Street side corner lots shall not have their side yard slope (finish grade to back of sidewalk) exceed 4 horizontal: 1 vertical. If maximum slope is exceeded, side yard shall be retained in an approved manner.
66. Wood retaining structures shall not be approved. Developer shall use masonry, keystone, concrete, or other approved material.
67. Engineered off-site drainage plans for Tentative Tract No. 7463 shall be submitted to and approved by the City of Shafter prior to recordation of a final map. The approved drainage facilities shall be constructed and approved by the City of Shafter prior to issuance of building permits.

68. All storm drain pipes and manholes shall be installed with the street paving. Catch basin shall be installed per city standards.
69. Drainage Basin:
- a. Developer shall construct a drainage basin on Lot Y and Lot Z as shown on the Tentative Tract Map No. 7463. Developer shall provide calculations showing all drainage areas utilizing the basin, and show the percentage of the capacity utilized by Tract No. 7463.
 - b. Developer shall construct permanent masonry walls around the proposed drainage basin on Lot Y with a minimum 16' access controlled by a gate.
 - c. Developer shall construct permanent masonry walls around the proposed drainage basin on Lot Z with a minimum 16' access controlled by a gate.
70. The number and location of street-based siphons and cross gutters allowed, if any, will be determined during the grading and drainage review process. The minimum grade for allowed cross gutters shall be 0.6%.
71. Grading onto adjacent property shall not be done without written permission from the adjacent property owner.
72. The Office of the City Engineer shall be notified 24 hours in advance of the placement of any fill material.
73. Fill and/or import material shall be subject to the approval of the soils engineer.
74. Developer is responsible for the grading of lot pad areas to within 0.1 foot of the design elevations.
75. All areas in the site on which structures are to be placed must be compacted to 90% relative density, for a minimum distance of 5-feet in all directions from the foundations of the structure.
76. All fill material shall be moisture conditioned to at least 2% above optimum moisture and compacted to 90% relative density, as determined by test methods referenced in Chapter 15.28 of the Shafter Municipal Code, and so certified by test and report from the soils engineer.
77. The design engineer shall exercise sufficient supervisory control during grading operations to ensure compliance with the plans, specifications, and code within his purview.
78. The placement of fill shall be in 6-inch-maximum lifts, compacted with heavy compaction equipment approved by the City Engineer, unless specifically recommended otherwise in the preliminary soils report.
79. Compaction in proposed pavement areas should be per City standards and should extend to a minimum distance of 2-feet beyond the outside edges of pavement.

80. All cut and fill slopes shall not be steeper than 2 horizontal to 1 vertical.
81. All fill areas to be cleared of all vegetation and other unsuitable materials for a structural fill and the areas shall be scarified to a depth of 6-inches, unless specifically noted otherwise in the preliminary soils report.
82. All slopes in excess of three (3) feet shall be prepared and maintained to control against erosion.
83. Grading work shall be supervised as engineered grading in accordance with Chapter 15.28 of the Shafter Municipal Code.
84. During grading, reasonable searching should be performed for concealed subsurface obstructions. All abandoned subsurface obstructions should be removed. If terminus of any abandoned piping is outside the project limits, the piping should be removed within the project and properly capped at the project boundary.
85. Developer's attention is directed to the provisions of SJVAPCD's Regulation VIII - Fugitive PM 10 Prohibitions, which requires the submission of a Dust Control Plan for certain construction projects. Developer shall comply with all applicable SJVAPCD rules and regulations including the submission of a Dust Control Plan as may be applicable. Current SJVAPCD rules and regulations are available online at <http://www.valleyair.org/rules/1ruleslist.htm>.
86. It shall be the Developer's responsibility to prevent a dust nuisance from originating from the site of the work as a result of his operations. Preventative measures to be taken by the Contractor shall include but shall not be limited to the following:
 - a. Water shall be applied to all unpaved areas as required to prevent the surface from becoming dry enough to permit dust formation.
 - b. Paved surfaces over which vehicular traffic is permitted to travel shall be kept free of dirt.
 - c. Temporary suspension of the work, either as a result of order by the Engineer or as a result of conditions beyond the control of the Contractor shall not relieve the Contractor from his responsibility for dust control as set forth herein.
87. Any temporary drainage basin serving the subdivision shall be surrounded with a chain link fence with privacy slats.

ENGINEERING: WATER/FIRE

88. The Developer shall install two water systems for the project together with such equipment, pipeline, and facilities, including individual water services, as may be necessary to ensure the development has a minimum supply of water for the purposes of the development including fire protection. One water system shall be developed exclusively for drinking or domestic water service. The other shall be for fire protection, irrigation of lawns, parks,

and common landscape area and be provided by either existing or new wells. Developer shall submit water improvement plans to the City Engineer and Oildale Mutual Water Company for review and approval. Developer shall construct the public water system in accordance with Subdivision Engineering Design Manual for the subject property. The dual water system shall be constructed by the Developer and approved by the City of Shafter and Oildale Mutual Water Company prior to recordation of the final map.

89. To the greatest extent possible, above ground air-vac or air release valves required by Oildale Mutual Water Company shall be in public landscaping or entrances to Natural Trail areas, and not along residential property frontages. This requirement is subject to the approval of Oildale Mutual Water Company.
90. To the greatest extent possible, wet utilities (sewer, water, storm drain) shall be installed between the flowlines on all streets.
91. Fire protection shall be provided per Kern County Fire Department Standards for the type of development. A Certificate of Approval shall be obtained by the Developer from the Kern County Fire Department. Evidence of this Certificate of Approval shall be provided to the City prior to acceptance of the water system by the City.
92. Prior to installation, all water improvement plans shall be reviewed and approved by the Kern County Fire Department. The review includes hydrant locations and access into and out of the tract. A plan review permit, obtained from the Kern County Fire Department, must be applied and paid for prior to the review of any modified or new tract map.
93. The water line size, location and materials shall be subject to the approval of the City Engineer. The minimum water line size shall be in accordance with the Subdivision and Engineering Design Manual.
94. Tie-ins to existing water mains shall be constructed in a manner approved by the City Engineer.
95. Whenever possible, the water system shall be looped to minimize dead ends.
96. Separate dual water services shall be installed for each residential property.
97. No permanent structures shall be constructed over proposed or existing utility easements.
98. Prior to issuance of a building permit, water mains and fire hydrants to be installed by applicant shall be completed, tested, and accepted (CFC).
99. The Developer shall provide AWWA approved fire hydrants that comply with Kern County Development Standards (Clow 850 or equivalent).
100. The required fire hydrants shall be placed a maximum of 660 feet apart throughout the tract for firefighting purposes. Final hydrant locations shall be approved by Kern County Fire prior to installation.

101. The Developer shall install reflective markers to identify hydrant locations pursuant to California Health and Safety Code 13060.
102. The required fire hydrants shall provide a minimum fire flow of 1,500 gallons per minute for 2 hours with 20 PSI residual, as determined by the Kern County Fire Department.
103. The water system for the required fire hydrants shall be looped, if practicable.
104. The Developer shall install the required water, access and street signs prior to issuance of any building permit.
105. A fire flow test shall be performed and approved by the Kern County Fire Department prior to issuance of any building permit and before any Certificates of Occupancy are issued. The Kern County Fire Department shall be contacted for a fire flow test and approval prior to the commencement of construction.
106. All fire access roads to each parcel must meet specifications set forth in Section 503.2 of the California Fire Code and the applicable Appendix and Ordinance sections.
107. All new residential construction will require automatic fire sprinklers and shall meet all other fire requirements of the California Fire Code.

ENGINEERING: SEWER

108. No properties shall be served by a septic system.
109. Developer shall install a sewer system for the development together with such materials, pipelines, manholes, and individual services for the purposes of the development. Developer shall submit sewer improvement plans to the City Engineer for review and approval prior to recordation of the final map. Developer shall construct the public sewer system in accordance with the Shafter Subdivision Engineering Design Manual for the subject property.
110. Sewer line size, location, slope, and materials shall be subject to the approval of the City Engineer. Minimum sewer line size, location, slope, and materials shall also be in accordance with the Subdivision and Engineering Design Manual.
111. Tie-ins to existing sewer mains, manholes, or other structures shall be constructed as directed by the City Engineer.
112. Sewer pipelines and manholes shall be installed within the proposed street paving of the development.
113. Separate sewer services shall be installed for each property. At no time shall sewer be joint trenched with water.
114. Sewer lines shall not be permitted in easements between the backyards or side-yards of residential lots.

115. No permanent structures shall be constructed over proposed or existing utility easements.

ENGINEERING: STREET & TRAFFIC

116. Developer shall construct and provide rights-of-way for all streets, curb, gutter, cross gutter, drainage facilities, sidewalks, walls, landscaping, streetlights, drive approaches, intersections, and other related improvements consistent with Tentative Tract No. 7463 and the Mission Lakes Specific Plan. Developer shall submit street improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and shall include: Preliminary soils report, preliminary engineer's estimate of construction costs; and plan check and inspection fees.
117. Additional rights of way easements or dedications necessary for street and/or public utility improvements located outside the tract boundary shall be granted to the City of Shafter prior to map recordation.
118. The drawings shall include all proposed public street pavement, curb, gutter, driveways, streetlights, cross gutter, catch basins, striping, signage, traffic signals, and sidewalks along the perimeter of all streets adjacent to or within the project site. Said improvements shall be constructed as per the street improvement plans approved by the City Engineer in a manner consistent with the Subdivision and Engineering Design Manual.
119. All local streets shall be developed as full-width streets in accordance with standards and specifications of the Mission Lakes Specific Plan and the City of Shafter, as approved by the City Engineer. All local streets shall be fifty-two (52) feet full right-of-way with forty (40) feet flowline to flowline.
120. Additional Street Requirements:
- a. Developer intends to continue to use a modified 4.5-inch wedge shaped curb along home frontages similar to City of Fresno Standard P-9. City of Shafter agrees to the use of this 4.5-inch wedge shaped curb provided Developer supplies a slip form for a 4.5-inch wedge shaped curb that is consistent with the City of Shafter standard 6-inch curb. Final dimensions are subject to City of Shafter approval. It is the intention of the City to develop a City curb and gutter standard based on this wedge shape curb to better comply with ADA regulations on home frontages. This modified curb shall be used on residential lot frontages only.
 - b. Mission Lakes Boulevard shall be constructed to its full flowline to flowline width along the tract boundary. Sidewalk, landscaping, and wall improvements may be deferred along the opposite side of the subject tract on Mission Lakes Boulevard until those areas are developed.
 - c. Pueblo Street shall be constructed to its full flowline to flowline width along the tract boundary. Sidewalk, landscaping, and wall improvements may be deferred along the west side of Pueblo Street until those areas are developed.

121. Should a street transition to another street with a ninety (90) degree turn occur, that transition shall be a street knuckle and shall be shown on the final tract map and in the street improvement plans.
122. Cul-de-sac and street knuckle dimensions and radii to conform to the Subdivision and Engineering Design Manual and/or as approved by the City Engineer. The use of off-set cul-de-sacs is approved provided they meet the requirements of the City of Shafter.
123. Street signs shall be installed per City standards as required by the City Engineer.
124. During construction, the Developer shall maintain the project, including all adjacent streets in a dust free condition. This condition applies at all times including weekends, evenings, and nighttime hours. During construction operations, cleanup of soil from the public roadways shall be required, if deemed necessary, by the City Engineer.
125. All utilities proposed under paving shall be installed prior to paving. Cover over utilities shall be at a depth as approved by the City Engineer.
126. Driveway approaches shall be constructed in a manner consistent with the requirements for residential approaches as set forth in the City's Subdivision and Engineering Design Manual or as permitted by the City Engineer.
127. Sidewalk, including curb, shall be five (5) feet wide and shall be placed behind the curb, or as specified by the Mission Lakes Specific Plan. Transitions at intersections and wheelchair ramps shall be provided and installed per the City's Subdivision and Engineering Design Manual.
128. Monument and monument covers shall be set per City Standards.
129. Temporary turnarounds, if required, including right-of-way, shall be granted, designed, and installed per the Subdivision and Engineering Design Standards.
130. Property line locations shall be marked with a chiseled line on the top of curb for all property lines. The location of all sewer laterals shall be indicated on the top or face of curb with a stamped "S".
131. Street lighting shall be installed in accordance with the City Engineering and Subdivision Design Manual as directed by the City Engineer. Developer shall coordinate with Pacific Gas & Electric to ensure that the streetlights are established under the LS-2A rate schedule.
132. Secondary access easements shall be provided at the request of the City Engineer. Within any given phase of development, secondary access easements and improvements shall be provided in a manner approved by the City Engineer. Access roads shall be twenty (20) feet in width and shall consist of three (3) inches of Class II aggregate base over six (6) inches of native material compacted to 90% relative maximum density.
133. The Developer shall install a traffic signal at the intersection of 7th Standard Road and Lake Road if one does not exist. Prior to recordation of a final map, the Developer shall bond for

this traffic signal. The certificate of occupancy will not be issued to even a single lot in Tract No. 7463 until the traffic signal at this intersection is fully operational. The Developer shall disclose this to the prospective buyers.

134. The Developer shall provide a traffic study to check whether signal warrants are met for installation of a traffic signals at the intersections of Zerker Road with Mission Lakes Blvd north & south.
135. Waivers of direct access shall be dedicated and shown on the final map(s) for Tract No. 7463 as approved on the tentative map, subject to change by the request of the City Engineer. Said waivers of direct access shall also be shown on the individual plot plans during building permit application.
136. The Developer shall construct a secondary access road from the 7th Standard Road to Mission Lakes Boulevard (South) other than the one from Lake Road to Mission Lakes Boulevard to the Tract 7463's access point at Artesia Lane, pursuant to the City of Shafter's Engineering and Design Standards prior to the issuance of a building permit for the 200th dwelling unit within Tract 7463. Also, the Developer shall construct a secondary access point to Tract No. 7463 prior to the issuance of a building permit for the 200th dwelling unit within Tract No. 7463.

ENGINEERING: LANDSCAPING

137. Electrical Source for Landscaping:
 - a. Developer shall supply and install landscaping electrical services to power any and all required timers, solenoids, pumps, motorized equipment. Cabinets and meter pedestals shall be approved by the City of Shafter. Developer shall contract with Pacific, Gas & Electric the location of each pedestal and make all arrangements for them to deliver power at each location.
138. Water Source for Landscaping:
 - a. Landscaping water service point of connection shall be approved by the City Engineer. The water source shall be from the non-potable water system installed with the tract.
139. Landscaping Enclosure:
 - a. Landscaping timers, electrical service fuses, breakers, etc., shall be installed within a commercial grade landscaping enclosure.
 - b. Commercial grade landscaping enclosure shall be installed within the dedicated landscaping area adjacent to the water source and/or electrical source.
 - c. Commercial grade landscaping enclosure shall be installed on a concrete foundation poured onto a minimum of six (6) inches of native subgrade compacted to 90% (or in accordance with manufacturer's recommendations, whichever is more stringent).

- d. The City of Shafter Subdivision and Design Manual requires a 110-volt duplex electrical service within the enclosure.
- 140. The Developer shall comply with all requirements for grading and erosion control, including the prevention of sedimentation or potential damage to off-site property.
- 141. Sleeves shall be placed under the proposed paving for landscape piping or low voltage electrical per the City Engineer.
- 142. Public landscaping throughout Tract 7463 shall be reviewed and approved by the City of Shafter prior to installation. Plans shall show the locations of water and electrical services necessary to serve the landscaping and lighting needs of these areas.
- 143. Landscape lots shall be equipped with a minimal number of benches, trash receptacles, water fountains, picnic tables, etc. as necessary. Details shall be worked out with the City during landscape plan review and approval.
- 144. Bollards or other effective obstructions shall be placed at the entrances of the landscape lots and wherever else they are deemed necessary by the City for pedestrian safety.
- 145. Developer shall dedicate the public landscaping lots to the City of Shafter at the time of recording of the final map.

ENGINEERING: SUBDIVISION IMPROVEMENT AGREEMENT

- 146. The Developer shall furnish the City of Shafter acceptable security to guarantee the construction of public improvements in accordance with all applicable provisions of the City of Shafter Municipal Code and the State Subdivision Map Act. The Developer may enter into a subdivision improvement agreement with the City of Shafter for public improvements that are not completed at the time of Final Map approval. The subdivision improvement agreement must be approved by the City Council and recorded with the Kern County Assessor-Recorder.

CALIFORNIA DEPARTMENT OF CONSERVATION – GEOLOGIC ENERGY MANAGEMENT DIVISION (CDC-CALGEM)

- 147. Any wells located within Tract 7463, prior to, or during, development activities shall be tested by the Developer for liquid and gas leakage. Surveyed locations should be provided to CalGEM in Latitude and Longitude, NAD 83 decimal format. Any wells found leaking must be reported immediately to CalGEM by the Developer.
- 148. No well work may be performed on any oil, gas, or geothermal well by the Developer without written approval from CalGEM. Well work requiring approval includes, but is not limited to, mitigating leaking gas or other fluids from abandoned wells, modifications to well casings, and/or any other re-abandonment work. The Developer must acquire any required approval from CalGEM prior to commencing any well work. The Division also regulates the top of a plugged and abandoned well's minimum and maximum depth below

final grade. CCR §1723.5 states well casings shall be cut off at least 5 feet but no more than 10 feet below grade. If any well needs to be lowered or raised (i.e. casing cut down or casing riser added) to meet this regulation, the Developer must acquire the necessary permit from the Division before commencing work.

149. The Developer shall notify the appropriate authorities if soil containing significant amounts of hydrocarbons is discovered during development.
150. If during development activities, any wells are encountered that were not previously reviewed by CalGEM, the Developer/property owner is expected to immediately notify CalGEM's construction site well review engineer in the Inland district office, and file for Division review an amended site plan with well casing diagrams. The District office will send a follow-up well evaluation letter to the property owner and local permitting agency.

NORTH OF THE RIVER RECREATION AND PARK DISTRICT

151. Prior to recordation of a final map, the subdivider shall dedicate land with free and clear title to North of the River Recreation and Park District based on a park land dedication requirement of 2.5 acres per 1,000 population in accordance with City of Shafter Municipal Code. If the number of dwelling units increases or decreases upon recordation of a final map(s), the park land requirements will change accordingly. Prior to recordation of a final map, the subdivider shall enter into an agreement with North of the River Recreation and Park District to implement and satisfy this condition. This subdivision is located within the boundaries of the North of the River Recreation and Park District.
 - a. Subdivider shall dedicate 46.64 acres as planned park sites 'A', 'B' and PA-10.
152. Prior to recordation of any final map, the subdivider shall record a covenant on the property disclosing the requirement to dedicate/reserve a public park pursuant to a park agreement with the North of the River Recreation and Park District. Covenant shall be reviewed for approval by the North of the River Recreation and Park District prior to recordation.
153. All park sites shall be improved to North of the River Recreation and Park District requirements/Standards via an agreement with North of the River Recreation and Park District and the subdivider ("Developer Built Park Agreement"). Said agreement shall include the scope and timing of the development of the park site. This agreement shall be recorded with the Kern County Recorder's Office to run with the land. The agreement shall be in place prior to the 250th residential unit permit on Tract 7461 and prior to the approval of the park plans by North of the River Recreation and Park District and the City of Shafter for Tract 7461. If an extension is needed, North of the River Recreation and Park District may exercise the option to record a covenant on the tracts of Mission Lakes stating the work towards the agreement and extending the ability to develop 100 residential units in Tract 7463 and prior to the approval of the park plans for Tract 7463 by North of the River Recreation and Park District and the City of Shafter.
154. Prior to recordation of any final map, the subdivider shall record a covenant on all lots of the subdivision disclosing the potential for light, glare, traffic and noise disturbances associated with the operations of the existing park site. Covenant shall be prepared,

reviewed for approval, and recorded by North of the River Recreation and Park District and submitted to City Planning prior to recordation.

155. Prior to recordation of a final map, the subdivider shall provide the Planning Department written proof/verification from North of the River Recreation and Park District that said project is within the NOR Park Maintenance District.
156. Subdivider shall be responsible for improving streets adjacent to the park site to City standards.
157. As an alternative to dedication and transfer of the public park sites to the North of the River Recreation and Park District, and subject to authority granted in state law, Developer may request the City consider alternative arrangements for the dedication and transfer of the public park sites, as authorized by state law, either to the City of Shafter or a combination of the City of Shafter and the North of the River Recreation and Park District. Such alternative arrangements shall be memorialized in an agreement approved by the City of Shafter and the North of the River Recreation and Park District, prior to acceptance of all improvements by the City of Shafter (except for the issuance of a certificate of occupancy for model homes). Nothing contained herein shall obligate the City of Shafter or the North of the River Recreation and Park District to accept such alternative dedication and transfer.

2005 GENERAL PLAN UPDATE MITIGATION

158. If a special-status species is observed during the development of the tract, then a focused species survey shall be completed. If a special-status species is found to be present during the survey, then appropriate mitigation measures shall be implemented in compliance with applicable state and federal law and guidance.
159. If human remains are encountered during the development of the tract, then no further disturbance shall occur until the Kern County Coroner has determined the origin and disposed of the remains.
160. Standard construction activities shall be limited to between 7 am and 7 pm Monday through Friday and no construction shall be allowed on weekends or holidays without prior authorization by the City.
161. If pile-driving activities occurs during the development of the tract, then such activity shall be limited to between 8 am and 4 pm Monday through Friday and no construction shall be allowed on weekends or holidays without prior authorization by the City.
162. If existing neighbors are located within 300 feet of the tract boundary, then 30-day notice is required prior to any pile-driving activities.
163. Signs shall be posted at the construction site that include permitted construction days and hours and a day and evening contact number.



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Alex Gonzalez, Deputy Public Works Director, Michael James, Public Works Director

SUBJECT: BIDDING AND PROCUREMENT PROCEDURES UPDATE
ORDINANCE ADOPTION

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines; waive further reading, read by title only, and introduce Ordinance 768, An Ordinance of the City Council of the City Of Shafter, California, Amending and Restating Chapter 2.68 of the Shafter Municipal Code relating to the City’s Purchasing and Public Bidding Procedures.

BACKGROUND

Chapter 2.68 of the Shafter Municipal Code establishes purchasing and bid procedures for the procurement of equipment, supplies, materials, services, and projects. This chapter was last updated in 1990, and in the thirty-five years since, the nature of purchasing has changed substantially for local governments with the introduction of secure electronic bidding technologies, cooperative purchasing partnerships, and state mandated environmentally preferable purchasing practices. The market has also changed substantially between 1990 and 2025, as the U.S. inflation rate averaged 2.83 percent a year, resulting in a cumulative inflation rate of 166 percent, and the California minimum wage has increased from \$3.35 an hour to \$16.50 an hour. These changes necessitate an update not just of procedures but also of the dollar thresholds for purchasing to ensure that the City can operate efficiently and effectively in today’s purchasing market.

SUMMARY OF THE AMENDED PURCHASING AND BIDDING PROCEDURES

The Bidding and Procurement Policy Summary Sheet (Attachment 1) categorizes items to be procured into four groups: 1) equipment, supplies and materials, 2) general services, 3) professional services, and 4) construction/public works projects as defined in Section 2-68-20. Public works projects are defined according to State standards (Section 2-68-20(2)(c)) as procurement and bidding procedures must align with state statutes for public projects.

The dollar threshold of each purchase defines the signing authority and bidding procedure necessary for each purchase. A purchase is a single transaction. If a procurement includes multiple or recurring purchases over a span of time, the entire

contract amount over the term of the agreement is used to determine the signing authority. A contract cannot be split or separated into smaller components to reduce the required signing authority.

Signing authority occurs at the department level for purchases under \$10,000.00, at the City Manager level for purchases from \$10,000.01 to \$25,000.00, and at the City Council level for purchases over \$25,000.01. The disposition of surplus materials and equipment by the purchasing officer occurs at the same authority levels and dollar amounts to maintain policy consistency (Section 2-68-60).

A purchase of goods or services under \$10,000.00 may be made without a competitive process (Section 2-68-210), Staff will survey the market and make recommendations for procurement based on a market analysis and the City's needs. Purchase orders may be used for small dollar procurements under \$5,000.00; For procurements over \$5,000.01, a written contract is required.

An informal bidding process (Section 2-68-220) is required for procurements between \$10,000.00 and \$100,000.00. In an informal bid process, Staff will develop standards and qualifications for the procurement and contact vendors to request a minimum of three (3) quotes. Quotes may be received orally or in writing, and Staff will gather and analyze responses to make a recommendation for procurement based on the City's needs to the lowest qualified bidder. The City is not required to award to the lowest bidder in an informal process, the City may consider its defined needs in issuing an award as well as the competency and qualifications of the contractor. For professional services (engineering, architectural, legal, etc.) the award is based on demonstrated competence or fitness for the particular service provided. Prices may be negotiated further upon selection of the bidder.

A formal bidding process is required for procurements over \$100,000.01 (Section 2-68-230). In a formal bidding process, the City typically prepares specifications and standards, develops a sample contract, advertises the opportunity, and receives sealed bids for consideration in awarding the contract. For public projects, an award is to the lowest responsible and responsive bidder, in accordance with the City's needs. For professional services, an award is to be given to the most qualified bidder, in accordance with the City's needs.

Exemptions to competitive bidding requirements may apply in the case of a declared emergency, due to "piggybacking" on a cooperative purchasing agreement completed by another governmental agency, due to market limitations (single source procurement), due to proprietary restrictions (sole source procurement), or other situations that are noted in Section 2-68-30(b).

Some other notable changes and highlights are as follows:

- Local preferences in purchasing are included in Section 2-68-250.
- Environmentally preferable purchasing practices are included in Section 2-68-270. The City has approved an interim environmentally preferable purchasing

policy, which provides supplementary guidance that is consistent with state requirements.

- Per Section 2-68-240, the City Manager shall provide a quarterly report to the City Council listing all contracts and their approved amounts.

FISCAL IMPACT

Adoption of amendments to the City's purchasing and bidding procedures has no fiscal impact.

CEQA ANALYSIS

The action is not defined as a "project" per Section 15378(b)(2) of the CEQA Guidelines because the action is the adoption of a bidding and procurement policy update and therefore, it is considered general policy and procedure making and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Yes

ATTACHMENTS

1. Bidding and Procurement Policies Update Summary Table
2. Ordinance 768 Amending and Restating Purchasing and Public Bidding Procedures

CITY OF SHAFTER BIDDING AND PROCUREMENT POLICY SUMMARY SHEET

	DOLLAR THRESHOLD & SIGNING AUTHORITY				
	BIDDING NOT REQUIRED		INFORMAL BIDDING		FORMAL BIDDING
	DIRECTOR DESIGNEE APPROVAL	DIRECTOR APPROVAL	CITY MANAGER APPROVAL	CITY COUNCIL APPROVAL	
	\$0-\$5,000.00	\$5,000.01-\$10,000.00	\$10,000.01-\$25,000.00	\$25,000.01-\$100,000.00	\$100,000.01-ABOVE
EQUIPMENT /SUPPLIES/ MATERIALS: Furniture, hoses, parts, pipe manholes, office supplies, fuel, tools, PPE items, computer software/hardware, etc.	• Vendor selection at discretion of Department Head or Department Head designee. • Credit card allowed.	• Vendor Selection at discretion of Department Head	• Vendor selection at discretion of City Manager. • Requisition Signed by City Manager	• Document a request for minimum of three informal bids or quotes. • Award Approval by City Council • Requisition Signed by City Manager	• Formal Bid Advertisement • Sealed Bids • Award Approval by City Council • Requisition Signed by City Manager
GENERAL SERVICES: Janitorial, landscape maintenance, equipment repair, installation, graffiti abatement, service inspections, uniform cleaning, etc.	• Vendor selection at discretion of Department Head or Department Head designee. • May require insurance documents depending on scope/ nature of work.	• Vendor selection at discretion of Department Head. • Standard Agreement Signed by Department Head.	• Vendor selection at discretion of City Manager. • Standard Agreement Signed by City Manager	• Document a request for a minimum of three informal bids or quotes. • Approval by City Council • Standard Agreement Signed by City Manager	• Formal Bid Advertisement • Sealed Bids • Approval by City Council • Standard Agreement Signed by City Manager
PROFESSIONAL SERVICES: Consultants, architects, designers, auditors, etc.	• Vendor selection at discretion of Department Head or Department Head designee. • Standard Agreement Signed by Department Head. • Insurance coverage as recommended by the City Attorney.	• Vendor selection at discretion of Department Head. • Standard Agreement Signed by Department Head. • Qualifications based selection procedures	• Vendor selection at discretion of City Manager. • Standard Agreement Signed by City Manager • Qualifications based selection procedures	• Document a request for a minimum of three informal proposals. • Approval by City Council • Standard Agreement Signed by City Manager • Qualifications based selection procedures	• Formal Proposal Advertisement • Sealed Proposals • Approval by City Council • Standard Agreement Signed by City Manager • Qualifications based selection procedures
CONSTRUCTION/ PUBLIC WORKS PROJECTS: Capital improvement project, building, shed, maintenance or repair of public facility or street sidewalk, park	• Vendor selection at discretion of Department Head or Department Head designee. • Standard Agreement Signed by Department Head. • Insurance coverage as recommended by the City Attorney.	• Vendor selection at discretion of Department Head. • Standard Agreement Signed by Department Head.	• Vendor selection at discretion of City Manager. • Standard Agreement Signed by City Manager	• Document a request for a minimum of three informal bids or quotes. • Award Approval by City Council • Standard Agreement Signed by City Manager	• Pre-Bid Authorized by Council. • Formal Bid Advertisement • Sealed Bids • Standard Agreement Signed by City Manager

1. Cooperative Purchasing/CMAS/LPA shall be governed by the same limit thresholds for budget authority as indicated in the table above.

ORDINANCE NO. 768

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER, CALIFORNIA, AMENDING AND RESTATING CHAPTER 2.68 OF THE SHAFTER MUNICIPAL CODE RELATING TO THE CITY'S PURCHASING AND PUBLIC BIDDING PROCEDURES

WHEREAS, the City Council of the City of Shafter, is authorized by Sections 54202 and 54203 of the California Government Code to adopt and revise regulations pertaining to purchases of supplies and equipment; and

WHEREAS, the City Council of the City of Shafter, has by resolution elected to become subject to the California Uniform Construction Cost Accounting Act, California Public Contract Code Sections 22000 through 22045; and

WHEREAS, as a result of that election, the City Council of the City of Shafter, is authorized and required by Sections 22030, et seq. of the California Public Contract Code to adopt and revise regulations pertaining to the contracting for public projects; and

WHEREAS, the California Government Code Section 53060, authorizes the legislative body of a City public to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required, without awarding to the lowest bidder; and

WHEREAS, the City Council of the City of Shafter finds that sound financial practices dictate the adoption of uniform bidding and contracting procedures for supplies, equipment and public projects; and

WHEREAS, Ordinance No. 428, establishing purchasing and public bid procedures was adopted in July of 1990 and is in need of updating and modernizing; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHAFTER DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.68 of the Shafter Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 2.68 PURCHASING AND PUBLIC PROJECTS BID PROCEDURES

- 2.68.010 Purchasing Officer--Office Created
- 2.68.020 Purchasing Procedures, Authority & Policies
- 2.68.030 Purchasing Officer--Powers and Duties
- 2.68.040 Contracting Requirements
- 2.68.050 Encumbrance of Funds
- 2.68.060 Budget Amendments
- 2.68.070 Inspection and Testing

- 2.68.080 Surplus Supplies and Equipment
- 2.68.090 Bid Contract Officer--Office Created
- 2.68.100 Bid Contract Officer--Powers and Duties
- 2.68.110 Selecting the Appropriate Procurement Method
- 2.68.120 Adoption of Plans & Scope of Work
- 2.68.130 Splitting Work Orders
- 2.68.140 Contractors List--Public Works Projects
- 2.68.150 Purchasing Procedures--Public Works Projects Under \$10,000.00
- 2.68.160 Purchasing Procedures--Public Works Projects Between \$10,000.01 and \$25,000.00
- 2.68.170 Purchasing Procedures--Public Works Projects Between \$25,000.01 and \$100,000.00
- 2.68.180 Formal Bid Procedures--Public Works Projects Greater than \$100,000.01
- 2.68.190 Emergencies--Public Works Projects
- 2.68.200 Purchases of Supplies, Equipment and Professional and General Contractual Services of Under \$5,000.00
- 2.68.210 Purchasing Procedures--Supplies, Equipment and Professional and General Contractual Services Between \$5,000.01 and \$25,000.00
- 2.68.220 Purchasing Procedures--Supplies, Equipment and Professional and General Contractual Services Between \$25,000.01 and \$100,000.00
- 2.68.230 Purchasing Procedures--Supplies, Equipment and Professional and General Contractual Services over \$100,000.01
- 2.68.240 City Council Authorizes City Manager to Sign Purchase Orders, Contracts and Agreements
- 2.68.250 Local Preference
- 2.68.260 Auctions – City Manager Authority
- 2.68.270 Environmentally Preferable Purchasing and Practices

2.68.010 Purchasing Officer--Office Created.

There is created the position of purchasing officer who shall be appointed by the City Manager.

2.68.020 Purchasing Procedures, Authority & Policies.

General Category of Purchases. City purchase categories generally consist of the following, for which different procurement methods may apply:

- (a) Goods. The purchase of goods consists of materials, equipment and supplies needed by any department.
- (b) Services. City staff may require contracts for services, which fall into two categories:
 - 1. General Services. Services rendered such as custodial services, building/equipment maintenance, and machinery/equipment rental, excluding contracts for public works projects or professional services.

2. Professional Services. Services provided by a person or firm engaged in furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required.

(c) Public Works Projects. Public works pertain to the construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, including demolitions, and the construction and installation of drainage systems, lighting and signaling systems, sewer and water systems, and park and recreational facilities. Maintenance required to preserve a public improvement is not considered a public work.

Authority to Award Contracts. The following section outlines the various contract award authorities established under the City's Purchasing System.

(a) Award Authority. Contract award authority is established by dollar threshold for each of the following entities:

1. City Council. Purchases or contracts for goods and services and public works contracts exceeding \$25,000.01, must be awarded by the City Council.

2. City Manager. Purchases or contracts for goods and services, and public works contracts of between \$10,000.01 and \$25,000.00 may be awarded by the City Manager.

3. Department Directors/Heads. As authorized by the City Manager, Department Heads may make purchases or contracts for goods and services and public works contracts of between \$5,000.01 and \$10,000.00.

4. Staff Authorized by Department Directors/Heads. Purchases or contracts for goods and services and public works projects of up to \$5,000.00 may be made at the staff level as designated by Department Heads.

Authority to Legally Bind City. Unless specifically authorized as established in this section or elsewhere in City policy, staff other than the City Manager and Department Heads cannot enter into contractual arrangements to purchase goods or services or otherwise legally bind the City for such purchases.

Award Authority Determined by One Transaction. For the purpose of determining the appropriate award authority, contract amounts are defined by what constitutes a single or one transaction. This rule also applies to competitive bidding (the estimate of dollar value of the transaction dictates the level of bidding required).

(a) One-time Purchases. Each discrete, one-time purchase is a single transaction. If the transaction spans multiple years (calendar or fiscal), the entire contract amount over the contract term shall be used.

- (b) Blanket Purchase Orders. The contract term of a blanket purchase order is generally considered a single transaction, subject to total contract length requirements established in a competitive bidding process.

Examples: A blanket Purchase Order in the amount of \$10,000.00 that is issued for vehicle parts for a one-year period is a single transaction. Subsequent annual renewals of the blanket order are considered separate, single transactions, unless the original term of the agreement spans multiple years.

A five-year blanket Purchase Order for on-call maintenance work in the amount of \$25,000.00 each year (for a total of \$125,000.00) requires Council approval.

- (c) Contract Amendments. Dollar increases to existing contracts require the sum of the original contract to be added to the amount of the amendment to determine the single transaction value.

Example: The City Manager awards a contract for \$75,000.00 and a \$30,000.00 amendment is required. The resulting transaction is \$105,000.00, now requiring Council approval.

- (d) All insurance requirements and minimum amounts shall be established and verified by the City's Risk Manager, in consultation with the City Attorney.

City Manager Authority. The City Manager or designee shall:

- (a) Prepare and recommend to the City Council rules governing the purchase of supplies, services and equipment for the City;
- (b) Prepare and recommend to the City Council revisions and amendments to the purchasing rules;
- (c) Prepare and implement additional internal controls and prepare necessary administrative policies and manuals to ensure compliance with City Council adopted policy.

2.68.030 Purchasing Officer--Powers and Duties.

- (a) The purchasing officer shall have the authority to:
 - 1. Purchase or contract for supplies, services and equipment required by any using agency or department in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the purchasing officer shall adopt for the internal management and operation of the purchasing department and such other rules and regulations as shall be prescribed by the City Council or City Manager;
 - 2. Negotiate and recommend execution of contracts for the purchase of supplies, services and equipment;

3. Act to procure for the City the needed quality in supplies, services and equipment at least expense to the City;
4. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases;
5. Keep informed of current developments in the field of purchasing, prices, market conditions and new products;
6. Prescribe and maintain such forms as reasonably necessary to the operation of this chapter and other rules and regulations, including secure electronic vendor, bid, and document management procurement software systems;
7. Supervise the inspection of all supplies, services and equipment purchased to insure conformance with specifications as prescribed by this chapter.
8. Recommend the transfer of surplus or unused supplies and equipment between agencies or departments as needed, and the sale of all supplies and equipment which cannot be used by any agency or which become unsuitable for City use;
9. Maintain a bidder's list, vendor's catalog file and records needed for the efficient operation of the purchasing department;

(b) Exemptions

The purchasing officer, with the approval of the City Manager, may authorize in writing any agency or department to purchase or contract for supplies, services and equipment independently of the purchasing department, but shall require that such purchases or contracts be made in conformity with the procedures established by this chapter and may further require periodic reports from the agency or department on the purchases and contracts made under such written authorization.

The following may be appropriately justified as exemptions to the competitive bidding requirement:

1. Emergency procurements as defined herein.
2. Contractual or construction costs from public utility companies to engineer or obtain services necessary for city projects or to relocate their facilities.
3. Situations where solicitations of bids or proposals would for any reason be unavailing or impossible.
4. Professional or specialized services as defined in Subsection 2.68.20(b), General Categories of Purchases.
5. Public library collection materials.
6. Insurance, bonds or financial services.

7. Single or sole source goods or services as defined herein.
8. Highly specialized equipment developed or designed for a special activity or function or whose purpose is in the best interests of the City due to compatibility with existing equipment or training of personnel.
9. Procurements funded by grants, donations or gifts when any special conditions require the purchase of particular materials and/or services.
10. Purchase of surplus property owned by another public entity, or payment to other public entities or utilities.
11. Membership dues, conventions, training, travel arrangements, or advertisements in magazines, newspapers, or other media.
12. Works of art, entertainment or performance.
13. Goods procured for resale to the public.
14. Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such situations the Awarding Authority may proceed to have the goods procured or services performed without further competitive bidding.
15. Computer software license or subscription renewals.
16. Refuse, solid waste, recycling and similar services.
17. Special Equipment/Supplies. In purchasing any special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the Purchasing Officer may:
 - a. Limit bidding to a specific product type, or a brand name product; or
 - b. Utilize a request for proposal approach where warranties, service and/or maintenance obligations, and product performance will be evaluated in addition to the price of the product. The award of the contract should be to the proposer which staff deems is in the best public interest.
18. Sole Source Purchases. Unique commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing City products are exempt from the competitive bidding requirements and are deemed sole source purchases. Sole source purchases may also include proprietary items sold direct from the manufacturer.
 - a. All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the Awarding Authority and forwarded to the Purchasing Officer.

- b. Approval of any sole source acquisition shall be obtained from City Council for an award of a contract for an amount exceeding Twenty-Five Thousand (\$25,000.00) Dollars.

19. Cooperative and Piggyback Purchasing. The requirements of this chapter shall not apply to purchasing of any equipment or supplies which the Purchasing Officer determines to be in the best interest of the City obtained through a cooperative competitive bidding procedure or a “piggyback” contract prepared by and processed through another local, state, or federal governmental agency or joint powers authority made up of government agencies, including but not limited to the California Multiple Award Schedules (CMAS), California Communities, US Communities, General Services Administration (GSA) or Government Wide Acquisition Contracts (GWAC). The dollar limits shall be the equivalent to or better than that provided to the other agency or cooperative entity pursuant to the cooperative or piggyback contract awarded by the other agency or schedules approved by the cooperative entity. Approval of any cooperative and piggy-back purchase shall be obtained from City Council for an award of a contract for an amount exceeding Twenty-Five Thousand (\$25,000.00) Dollars.

2.68.040 Contracting Requirements.

The following section explains the various contracting requirements associated with making purchases with City funds.

- (a) Contract Award. A contract is not considered to be awarded until it is approved by the appropriate award authority, i.e., the City Council, City Manager or authorized department head as described in section 2.68.20.
- (b) Standard Contract Terms and Conditions. Use of the city’s standard contracts (or terms and conditions for purchase orders) provided by the City Attorney are preferable to using vendor-provided contracts. If presented with a vendor-provided agreement, staff should attempt to replace it with the city’s standard agreement or standard terms and conditions for purchase orders. The purchasing officer can assist with the negotiation process as necessary.
- (c) Written Contract Requirement. Written contracts on city templates provided by the City Attorney are required for services with a value of \$5,000.01 or more. Services with a value equal to or less than \$5,000.00 may be paid with purchase orders with standard terms and conditions unless compelling factors such as liability or risk dictate the use of a written agreement. All professional service agreements and public works projects shall require execution of a written contract.
- (d) City-provided Scope of Work Requirement. Contracts should include a well-defined scope of work provided by city staff and the use of consultant or vendor-provided scope should be minimized to the greatest extent possible.
- (e) No Contract Splitting. Under no circumstances can any contract be split or separated into smaller components to determine the appropriate award authority or for any other purpose.

(f) **Contract Types.** The city utilizes several different types of contracts depending on the nature of the purchase and requirements of the City Risk Manager.

1. **Purchase Orders.** Purchase orders are used to make discrete, non-recurring purchases of goods and/or services. Depending on the cost and complexity of the purchase, a written agreement may be required. Purchase orders are required for most city transactions.

2. **Blanket Purchase Orders.** Blanket purchase orders are term contracts, usually established for one-year periods for routine, recurring or as-needed purchases of goods and/or services. Blanket purchase orders can be renewed annually according to the terms established through competitive bidding or negotiation, or as approved by the appropriate award authority. Blanket purchase orders may also be established for multi-year periods and/or as master goods/services agreements.

Blanket purchase orders may be established for as-needed small construction or maintenance projects and/or for urgent or emergency repairs where time is of the essence. These types of arrangements are referred to as Job Order Contracts (JOCs) and are bid on a unit cost basis with contracts awarded based on not-to-exceed amounts approved by the appropriate award authority.

3. **Service Agreements.** Depending on the cost and complexity, agreements may be required for general or professional services. These are referred to as General Services Agreements (GSAs), Professional Services Agreements (PSAs), Letter Agreements, Master Service Agreements (MSAs) or Master Professional Service Agreements (MPSA).

4. **Confirming Orders.** Confirming orders are written purchase orders that confirm previously placed verbal orders. This form of contract may be utilized for urgent or emergency purchases but requesting departments must use prudent judgment.

(g) **Key Contracting Prerequisites.** Contractors or vendors conducting business in the city or working on city property or in city rights-of-way must be properly licensed, insured, and otherwise comply with all lawful requirements such as obtaining a business license as required by the Finance Department and having appropriate insurance coverage as required by the Risk Manager. The contractor or vendor must include the City of Shafter as an “additional insured” on their insurance policy and provide up-to-date insurance certificates with required policy endorsements. These requirements must be met before any work can commence.

2.68.050 Encumbrance of Funds.

Except in cases of emergency, the purchasing officer shall not issue any purchase order for supplies, services and equipment unless there exists an unencumbered appropriation in the fund account against which such purchase is to be charged.

2.68.060 Budget Amendments.

The City Manager may approve line item transfers of funds within the same Department so long as the total Departmental budget is not increased. The City Council may approve an increase in a Departmental budget by minute order or by separate resolution.

2.68.070 Inspection and Testing.

The purchasing officer or designee shall inspect supplies and equipment delivered and contractual services performed to determine their conformance with the specifications set forth in the order or contract. The purchasing officer shall have the right to waive any defect or informality. The purchasing officer shall have the authority to require chemical and physical tests of samples, submitted with bids, and samples of deliveries which are necessary to determine their quality and conformance with required specifications.

2.68.080 Surplus Supplies and Equipment.

All using agencies and departments shall submit to the purchasing officer, at such time and in such form as prescribed, reports showing all supplies and equipment no longer used or which have become obsolete or worn out. The purchasing officer shall have the authority to sell all supplies and equipment which cannot be used by any agency or department or which have become unsuitable for City use or to exchange the same or to trade on new supplies and equipment. Such sales shall be pursuant to Section 2.68.200 et seq.

2.68.090 Bid Contract Officer--Office Created.

There is created the position of bid contract officer who shall be appointed by the City Manager.

2.68.100 Bid Contract Officer--Powers and Duties.

The bid officer shall have the authority to:

- (a) Discourage uniformed bidding and endeavor to obtain as full and open competition as possible on all purchases;
- (b) Maintain such forms as reasonable and necessary to the operation of bid procedures and of the rules and regulations, including secure electronic vendor, bid, and document management procurement software systems;
- (c) Maintain a bidders list and such other records as needed for the effective and legal operation of bid procedures; and
- (d) Supervise and perform all duties and obligations required by the City in connection with initiating and conducting bidding procedures.

The purchasing officer and the bid contract officer shall coordinate their work in order to efficiently operate bidding procedures in connection with the purchases of supplies, services and equipment. All requests for purchases of supplies, services and equipment made by City agencies

and departments shall be first directed to the purchasing officer. The purchasing officer shall then forward such requests of the agency or department to the bid contract officer.

2.68.110 Selecting the Appropriate Procurement Method.

To select an appropriate procurement method, employees should know the category of purchase (type of goods, services or public works project) and have an estimated cost in mind. For goods and services purchases, competitive bidding and approval thresholds are determined by each transaction.

- (a) Goods and Services Transactions \$10,000.00 or Less. Goods and services \$10,000.00 or less may be made without a competitive process. However, nothing should preclude employees from “value shopping” to help ensure that the best possible value is being obtained in exchange for public funds.
- (b) Goods and Services Purchases between \$10,000.01 and \$100,000.00. Goods and services purchases with an estimated value of between \$10,000.01 and \$100,000.00 in a single transaction must be procured using informal bidding or proposal procedures established in Subsection 2.068.220. A request for a minimum of 3 bids must be documented.
- (c) Goods and Services Purchases over \$100,000.01. Goods and services purchases with an estimated value of over \$100,000.00 in a single transaction must be procured using formal bidding or proposal procedures established in Subsection 2.68.230 (Purchasing Procedures).
- (d) Exemption from Award to Lowest Bid for Professional Services. Notwithstanding the anticipated cost of professional services, awards shall be made based on demonstrated competence and/or fitness for the particular professional service required.
- (e) Public Projects. Public projects anticipated to exceed \$100,001.00 must be conducted through sealed bidding and awarded by the City Council, in accordance with the formal bidding procedures established in Subsection 2.68.230. For purposes of this Code, “Public Projects” or “Public Works Projects” means any of the following:
 - 1. Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased or operated facility.
 - 2. Painting or repainting of any publicly owned, leased or operated facility.
 - 3. Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.
 - 4. “Public Projects” does not include maintenance work. For purposes of this section, “maintenance work” includes all of the following:

- a. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- b. Minor repainting.
- c. Resurfacing of streets and highways of less than one inch.
- d. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants and servicing of irrigation and sprinkler systems.
- e. Work performed to keep, operate and maintain publicly owned water or waste disposal systems or city owned utility.
- f. For purposes of this section, “facility” means any plant, building, structure, ground facility, utility system, real property, streets and highways, or other public work improvement.

2.68.120 Adoption of Plans & Scope of Work.

The City Engineer or his designee shall approve the plans, specification and working details of all public works projects. The City Council shall authorize bid requests for all Public Works projects in excess of \$100,000 and shall approve and adopt the plans, specifications, and working details for all Public Works projects in excess of \$25,000 prior to commencing construction. The City Engineer is delegated authority to approve and adopt the plans, specifications, and working details for all Public Works projects less than or equal to \$25,000.

Upon the recommendation of the Public Works Director and City Attorney, the City Council shall have the authority to require a performance bond and other bonds before entering a contract in such amount as it shall find reasonable and necessary to protect the best interests of the City. If the City Council requires such bond(s), the amount of the bond shall be described in the notice inviting bids and its form shall be determined by the City Attorney.

The City Council shall approve the scope of work for any purchases of equipment, supplies, materials, and professional or general contractual services exceeding One Hundred Thousand Dollars (\$100,000.01) before these are bid.

2.68.130 Splitting Work Orders.

Public work projects and/or purchase of supplies, services and equipment shall not be split into smaller work orders or projects for the purpose of abating the provisions of this chapter requiring formal or informal bidding.

2.68.140 Contractors List--Public Works Projects.

A list of qualified contractors, identified according to categories of work, shall be developed and maintained by the bid contract officer or their designee.

2.68.150 Purchasing Procedures--Public Works Projects Under \$10,000.00.

Public works projects of Ten Thousand Dollars (\$10,000.00) or less may be performed by the employees of the City by force account, by negotiated contract, by purchase order, or be let to contract by the Department Head

2.68.160 Purchasing Procedures--Public Works Projects Between \$10,000.01 and \$25,000.00.

Public works projects greater than Ten Thousand Dollars and One Cent (\$10,000.01) but less than or equal to Twenty-Five Thousand Dollars (\$25,000.00) may be let to contract by the City Manager by force account, by negotiated contract, or by purchase order.

2.68.170 Purchasing Procedures--Public Works Projects Between \$25,000.01 and \$100,000.00.

Public works projects greater than Twenty Five Thousand Dollars and One Cent (\$25,000.01) but less than or equal to One Hundred Thousand Dollars (\$100,000.00) may be let to contract by the City Council using the informal procedures set forth herein.

- (a) The bid contract officer or designee shall mail, fax, or e-mail notices inviting informal bids. The notices shall be mailed to a minimum of three qualified contractors on the list maintained pursuant to Section 2.68.140, unless the product or service is proprietary or another exemption applies.
- (b) The notices shall be mailed, faxed, or emailed not less than ten (10) calendar days before the opening date of the bids. The notices shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- (c) Bids shall be submitted to the bid contract officer or designee who shall keep a record of all informal bids and orders for a period of one (1) year after placement of the bid and/or order. This record, while so kept, shall be open to public inspection.
- (d) The City Council is authorized to award informal bid contracts and orders pursuant to this section, but may award contracts using the formal bid procedures at his/her discretion. Orders shall be awarded to the lowest responsible bidder submitting a responsive bid.

2.68.180 Formal Bid Procedures--Public Works Projects Greater than \$100,000.01.

Public works projects of greater than One Hundred Thousand Dollars and One Cent (\$100,000.01) must be let to contract by the City Council using the formal procedures set forth herein. A secure electronic bidding software platform that performs similar procedures may be substituted by the bid contract officer.

- (a) The bid contract officer or designee shall mail, fax, or e-mail notices inviting formal bids. The notices shall be mailed, faxed, or e-mailed to all qualified contractors on the list maintained pursuant to Section 2.68.140.

- (b) The notices shall be mailed, faxed, or e-mailed no later than ten (10) calendar days before the opening date of the bids. The notices shall distinctly describe the project and state the time and place for the submission of bids.
- (c) The notice inviting bids shall be published at least ten (10) days before the opening date of the bids. Notice shall be published at least twice, not less than five (5) days apart, in a newspaper of general circulation, or, if there is none, it shall be posted in at least three (3) public places in the City that have been designated by ordinance or resolution as the places for placing public notices.
- (d) Sealed bids shall be submitted to the bid contract officer or designee and shall be identified as bids on the envelope. Bids shall be opened in public by the bid contract officer or designee at the time and place stated in the public notices. A tabulation of all bids shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
- (e) All bidders on public construction projects shall be required to provide bidder's security. The bidder's security shall be an amount equal to, at least, ten percent (10%) of the amount of the bid or as prescribed in the public notice inviting bids. The bidder's security shall be in one of the following forms:
 - 1. Cash,
 - 2. Cashier's check made payable to the City,
 - 3. Certified check made payable to the City,
 - 4. Bidder's bond executed by an admitted surety insurer, made payable to the City.

The cash or proceeds shall be deposited in the fund out of which the expenses of preparation and printing of the plans and specifications, estimate of costs, and publication of notice are paid. Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit his bid's security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, faxed, or e-mailed, unless the City is responsible for the delay. The City Council may, on refusal or failure of a successful bidder to execute the contract, award the contract to the next lowest responsible bidder. If the City Council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used or to the surety on the bidder's bond if a bond is used. The lowest bidder's security may be applied towards the project bid price.

- (f) Contracts shall be awarded by the City Council to the lowest responsible bidder submitting responsive bid except as otherwise provided in this Chapter. The decision of the City Council shall be final.
- (g) In its discretion, the City Council may reject any bids presented, abandon the project, or re-advertise. After rejecting the bids submitted, the City Council may adopt a resolution by majority vote declaring that the project can be performed more

economically by employees of the City, and may have the project done by force account without further compliance with this section.

- (h) If two (2) or more bids received are the same and lowest, the City Council may accept the one it chooses. If no bids are received, the project may be performed by employees of the City by force account, or by the informal procedures set forth in Section 2.68.140, or by negotiated contract.
- (i) The City Council shall have the right to waive any defect or informality in the bidding or in the procedures set forth in this section. No defect or informality shall void any contract entered into.
- (j) The City Manager or designee may approve change orders which do not exceed ten (10%) percent of the contract price without returning for approval by the City Council.

2.68.190 Emergencies--Public Works Projects.

In cases of great emergency, as determined by the City Council by resolution, including but not limited to, states of emergency as defined in Section 8558 of the Government Code, when repair or replacements are necessary to permit the continued conduct of the operation or services of a public agency or to avoid danger to life, health or property, the City Council, by majority vote, may proceed at once to expend any sum required in the emergency to replace or repair any public facility without adopting plans, specifications, or working details or giving notice for bids as provided in this chapter. The work may be done by day labor under the direction of the City Manager, by contract, or by a combination of the two. The City Council, by majority vote, may delegate to the City Manager the power to declare a public emergency subject to confirmation by the City Council, by a four-fifths majority vote, at its next meeting.

2.68.200 Purchases of Supplies, Equipment and Professional and General Contractual Services of Under \$5,000.01.

Purchases of supplies, equipment, professional and general contractual services of an estimated value of Five Thousand Dollars (\$5,000.00) or less may be made by the purchasing officer or designee in the open market. Requests and purchases shall be made on forms prescribed and provided by the purchasing officer (material requisition forms and purchase orders). Price may be further negotiated upon selection of the bidder.

2.68.210 Purchasing Procedures--Supplies, Equipment and Professional and General Contractual Services Between \$5,000.01 and \$10,000.00.

Purchases of supplies, equipment, professional and general contractual services of an estimated value greater than Five Thousand Dollars and One Cent (\$5,000.01), but less than or equal to Ten Thousand Dollars (\$10,000.00) shall be made by Department Heads in the open market.

2.68.220 Purchasing Procedures--Supplies, Equipment and Professional and General Contractual Services Between \$10,000.01 and \$100,000.00.

Purchases of supplies, equipment, professional and general contractual services of an estimated value of greater than or equal to Ten Thousand Dollars and One Cent (\$10,000.01), but less than or equal to One Hundred Thousand Dollars(\$100,000.00) shall be made by the City Manager using informal bid procedures as described herein.

- (a) Informal bid purchases shall document a request for at least three (3) bids unless the product or service is proprietary or another exemption applies. In the case of purchases of supplies and equipment, the order shall be awarded to the lowest responsible bidder, consistent with quality and delivery requirements. In the case of contractual and professional services, the order shall be awarded to the most qualified bidder, in accordance with the needs of the City. Price may be further negotiated upon selection of the bidder.
- (b) The City Manager is authorized to award contracts and orders pursuant to this section.
- (c) Bids shall be submitted to the bid contract officer or designee, who shall keep a record of all informal bids for a period of one (1) year after placement of the order. This record, while so kept, shall be open to public inspection.
- (d) Exemption from Award to Lowest Bid for Professional Services. Notwithstanding the anticipated cost of professional services, awards shall be made based on demonstrated competence and/or fitness for the particular professional service required. Price may be further negotiated upon selection of the bidder.

2.68.230 Purchasing Procedures--Supplies, Equipment and Professional and General Contractual Services over \$100,000.01.

Purchases and contracts for supplies, equipment, professional and general contractual services, and the sale of surplus property of estimated value greater than One Hundred Thousand and One Cent (\$100,000.01) shall be let by the formal procedures set forth herein. A secure electronic bidding software platform that performs similar procedures may be substituted by the bid contract officer.

- (a) The bid contract officer or designee shall mail, fax or e-mail notices inviting formal bids. The notices shall be mailed to all qualified vendors on the bid list or who have requested their name to be added thereto, unless the product or service is proprietary.
- (b) The notices shall be mailed, faxed, or e-mailed no later than ten (10) calendar days before the opening date of the bids. The notices shall describe the commodities or services, how to obtain more detailed information and state the time and place for submission of bids.

- (c) The notice inviting bids shall be published at least ten (10) calendar days before the date of opening of the bids. Notice shall be published in a newspaper of general circulation or, if there is none, it shall be posted in at least three (3) public places in the City that have been designated by Ordinance as locations for placing public notices.
- (d) For purchases of supplies and equipment, sealed bids shall be submitted to the bid contract officer or designee and shall be identified as bids on the envelope. Bids shall be opened in public by the bid contract officer or designee at the time and place stated in the public notices. A tabulation of all bids shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
- (e) Contracts shall be awarded by the City Council consistent with the City's needs. The decision of the City Council shall be final.
- (f) In its discretion, the City Council may reject any bids presented, abandon the purchase or re-advertise. If two or more bids received are the same and lowest, the City Council may accept the one it chooses. If no bids are received, the contract may be let in the open market or by the informal procedures set forth in Section 2.68.180.
- (g) The City Council shall have the right to waive any defect or informality in the bidding or in the procedures set forth in this section. No defect or informality shall void any contract entered into.
- (h) In the case of professional services, the order shall be awarded to the most qualified bidder, in accordance with the needs of the City. Price may be further negotiated upon selection of the bidder.

2.68.240 City Council Authorizes City Manager to Sign Purchase Orders, Contracts and Agreements.

In accordance with California Government Code, Section 40602, the mayor shall execute all contracts authorized by the City Council. In addition to the mayor, the city manager or their designee is hereby authorized to execute purchase orders, contracts and agreements on behalf of the City when authorized by this Chapter or authorized by the City Council by minute action or resolution.

At least once per quarter, the City Manager shall provide a report to the City Council listing all contracts and their amounts approved pursuant to this Chapter.

2.68.250 Local Preference.

- (a) To promote economic development and maintain a healthy economic base in the City of Shafter, as well as encourage businesses to move into the City's jurisdiction, the City supports employment and local business opportunities which in turn promote the City's economic growth. As such, the City has determined it is in its best interest to provide a preference to local vendors.

- (b) **Local Preference in Purchasing.** In the bidding of, or contracting for procurement of supplies, materials, and equipment as provided in these sections, the Purchasing Officer may give a preference to responsive, responsible, local vendor located in the City of Shafter in an amount not-to-exceed five (5%) percent of the local vendors' total net bid price, not to exceed Five Thousand (\$5,000.00) Dollars, whichever is lower. The granting of this local preference shall be approved or not based on a determination by the Purchasing Officer that quantity and quality of the local product is equal to that of the next lowest bidder.

This local preference is not applicable to: (1) bids for public projects as defined by Public Contracts Code Sections 22002, (2) bids funded by grants which prohibit its use, and (3) contracts for professional, management, general, and special services.

2.68.260 Auctions – City Manager Authority.

The City Manager is authorized to dispose of or purchase personal property at auction in compliance with a City Council adopted policy.

2.68.270 Environmentally Preferable Purchasing and Practices.

- (a) The City shall promote the use of environmentally preferable products through proactive buying practices and reference in bid specifications.
- (b) All departments shall use environmentally preferable products whenever quality, performance, price, and functionality are comparable to their non-environmentally preferable counterparts.
- (c) Departments may, at their option and with purchasing agent concurrence, require procurement of designated environmentally preferable products. However, there shall be a compelling reason for use of designated environmentally preferable products that may not be otherwise cost-effective.
- (d) Whenever practical, outside contractors and consultants shall use environmentally preferable products in performing their duties related to city business.'

SECTION 2. If any section, subsection, sentence, clause, phase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions might subsequently be declared invalid or unconstitutional.

SECTION 3. CEQA Determination. The City Council finds that this ordinance is not subject to the requirements of the California Environmental Quality Act, pursuant to (Guidelines) Section 15060(c)(2) & (3), because it will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a “project” as defined in Section 15378.

SECTION 4. Publication. This ordinance shall be published as provided in Government Code section 36933.

SECTION 5. Effective Date. This Ordinance shall be effective upon the commencement of the thirty-first (31st) day following the adoption date.

PASSED, APPROVED, AND ADOPTED THIS 17th DAY OF JUNE, 2025.

Chad Givens, Mayor

ATTEST:

Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Alex Gonzalez, Deputy Public Works Director

SUBJECT: SANTA FE WAY RESURFACING PROJECT CONSTRUCTION
(CIP PROJECT NO. ST00035) AWARD

RECOMMENDATION

Council find the action is exempt from the California Environmental Quality Act; accept four (4) bids received for the 2025 Santa Fe Way Pavement Improvement Project (CIP #ST00035); and authorize the Public Works Director to issue a notice of award and notice to proceed for said project to Bowman Asphalt in an amount up to \$2,000,000.

BACKGROUND

In 2023, Public Works Staff secured a \$2,000,000 federal funding appropriation through Congressman David Valadao's office to complete a pavement resurfacing of Santa Fe Way between Los Angeles Avenue and Galpin Street. Since the award, a final design of the project was completed, which consists of removing and replacing three inches of asphalt concrete on Santa Fe Way and a pavement overlay of Riverside Street to support detour routes during construction.

Public Works Staff completed formal bid procedures and received four bids, as summarized below:

Bidder	Total Bid Price
Bowman Asphalt	\$1,800,935.00
Griffith Company	\$1,839,735.00
Cen-Cal Construction	\$2,002,000.00
Burtch Construction	\$2,154,431.77

Bowman Asphalt submitted the confirmed lowest responsive bid of \$1,800,935. They have successfully completed past pavement surfacing and reconstruction projects for the City.

The full amount of the lowest bid can be fully funded by the federal grant, which the U.S. Department of Housing and Urban Development is administering. An appropriate budget for the bid plus contingencies and support costs is \$2,000,000.

FISCAL IMPACT

MANAGEMENT REPORT

**SANTA FE WAY RESURFACING PROJECT CONSTRUCTION (CIP PROJECT NO. ST00035)
AWARD**

The funding needs for the project are already programmed into the Capital Improvement Program as Project #ST00035. No budget action is required.

CEQA ANALYSIS

This project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1 – Existing Facilities), as it involves the repair and maintenance of an existing public road with no expansion of use. Additionally, the U.S. Department of Housing and Urban Development (HUD) has reviewed the project and issued a Categorical Exclusion from further environmental review under the National Environmental Policy Act (NEPA).

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

1. 2025 Santa Fe Way Paving Improvement Project - Bid Results

2025 Santa Fe Way Paving Improvement Project				BOWMAN ASPHALT		GRIFFITH COMPANY		CEN-CAL CONSTRUCTION		BURTCH CONSTRUCTION	
A. Santa Fe Way Street Improvements											
ITEM	DESCRIPTION	QTY	UNITS	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	Full Depth Grind, 0.25 Feet	73100	SY	\$ 2.00	\$ 146,200.00	\$ 2.00	\$ 146,200.00	\$ 1.50	\$ 109,650.00	\$ 2.92	\$ 213,452.00
A2	Hot Mix Asphalt, 3/4IN PG 64-10, Type A	12750	TONS	\$ 90.00	\$ 1,147,500.00	\$ 98.00	\$ 1,249,500.00	\$ 97.00	\$ 1,236,750.00	\$ 114.21	\$ 1,456,177.50
A3	Fog Seal	73100	SY	\$ 0.15	\$ 10,965.00	\$ 0.18	\$ 13,158.00	\$ 1.11	\$ 81,141.00	\$ 0.73	\$ 53,363.00
A4	Traffic Striping, Thermoplastic + Markers	73450	LF	\$ 1.90	\$ 139,555.00	\$ 1.14	\$ 83,733.00	\$ 2.00	\$ 146,900.00	\$ 1.58	\$ 116,051.00
A5	Traffic Signal, Loop Replacement	13	EA	\$ 580.00	\$ 7,540.00	\$ 580.00	\$ 7,540.00	\$ 580.00	\$ 7,540.00	\$ 720.35	\$ 9,364.55
A6	Traffic Control	1	LS	\$ 47,000.50	\$ 47,000.50	\$ 20,000.00	\$ 20,000.00	\$ 78,068.00	\$ 78,068.00	\$ 23,784.72	\$ 23,784.72
A7	Mobilization (Full Project)	1	LS	\$ 99,872.00	\$ 99,872.00	\$ 139,301.50	\$ 139,301.50	\$ 51,758.00	\$ 51,758.00	\$ 4,000.00	\$ 4,000.00
				Subtotal A:	\$ 1,598,632.50	Subtotal A:	\$ 1,659,432.50	Subtotal A:	\$ 1,711,807.00	Subtotal A:	\$ 1,876,192.77
B. Riverside Street Improvements											
B1	Shoulder Grading & Subgrade Compaction	4740	LF	\$ 3.00	\$ 14,220.00	\$ 1.75	\$ 8,295.00	\$ 6.00	\$ 28,440.00	\$ 2.90	\$ 13,746.00
B2	Cold Mix Overlay, SC-800, Type A	1450	TONS	\$ 118.00	\$ 171,100.00	\$ 110.00	\$ 159,500.00	\$ 148.00	\$ 214,600.00	\$ 150.65	\$ 218,442.50
B3	Fog Seal	8300	SY	\$ 0.15	\$ 1,245.00	\$ 0.25	\$ 2,075.00	\$ 1.11	\$ 9,213.00	\$ 0.72	\$ 5,976.00
B4	Header Grinds	110	SY	\$ 10.00	\$ 1,100.00	\$ 10.00	\$ 1,100.00	\$ 52.50	\$ 5,775.00	\$ 48.57	\$ 5,342.70
B5	Traffic Striping, Waterborne Paint	7110	LF	\$ 1.25	\$ 8,887.50	\$ 0.75	\$ 5,332.50	\$ 1.50	\$ 10,665.00	\$ 2.32	\$ 16,495.20
B6	Traffic Control	1	LS	\$ 5,750.00	\$ 5,750.00	\$ 4,000.00	\$ 4,000.00	\$ 21,500.00	\$ 21,500.00	\$ 18,236.60	\$ 18,236.60
				Subtotal B:	\$ 202,302.50	Subtotal B:	\$ 180,302.50	Subtotal B:	\$ 290,193.00	Subtotal B:	\$ 278,239.00
				TOTAL BID PRICE:	\$ 1,800,935.00	TOTAL BID PRICE:	\$ 1,839,735.00	TOTAL BID PRICE:	\$ 2,002,000.00	TOTAL BID PRICE:	\$ 2,154,431.77
				SUBS: COLD PLANE PAVEMENT RECYCLING SYSTEMS STRIPING HARKER		SUBS: COLD PLANE PAVEMENT RECYCLING SYSTEM LOOP INSTALL LOOP ELECTRIC STRIPING SPM		SUBS: COLD PLANE PAVEMENT RECYCLING SYSTEM LOOP INSTALL LOOP ELECTRIC STRIPING CHRISP COMPANY HMA PAVING, COLD WESTROCK LLC MIX OVERLAY		SUBS: COLD PLANE PAVEMENT RECYCLING SYSTEM LOOP INSTALL LOOP ELECTRIC STRIPING SPM TRAFFIC CONTROL SAFETY NETWORK	
**All BIDS ARE UNDER REVIEW											



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 3, 2025

DEPARTMENT: Ravi Pudipeddi, City Engineer

SUBJECT: REAL PROPERTY FOR RIGHT-OF-WAY PURPOSES FOR THE
HIGHWAY 43 AND SANTA FE WAY ROUNDABOUT PURCHASE

RECOMMENDATION

Council find the action is not defined as a "project" per section 15378(b)(4) of the CEQA Guidelines; authorize purchase of property with APN 089-150-01 for public street right-of-way for the roundabout project at Highway 43 and Santa Fe Way in the amount not to exceed \$210,000.

BACKGROUND

The City and California Department of Transportation (Caltrans) previously entered into an agreement to fulfill the right-of-way needs for the planned roundabout project at the intersection of Highway 43 and Santa Fe Way. The agreement stipulates that the City will fund the right-of-way acquisition, adhering to Caltrans' acquisition procedures. A previous agreement with Caltrans covers the City's funding for design costs. Caltrans will fully fund the construction of the roundabout, and the City will support the project by acquiring the necessary properties for its construction. As previously authorized by the Council, Staff awarded the professional services agreement for right-of-way acquisition support services to Transystems.

One of the required project right-of-way acquisitions is within a parcel located west of Santa Fe Way, east of Beech Avenue, and south of Los Angeles Avenue (County Assessor Parcel Number 089-150-01). The initial appraisal included 45,738 square feet of underlying fee and 21,522 square feet of fee interest, valued at \$194,000. Based on the initial and independent appraisal reports and negotiations with the parcel owner, Transystems recommends the City approve an amount not to exceed \$210,000, which includes \$194,000 for the purchase price of the parcel, costs for independent appraisal process, if claimed by the seller, and estimated closing costs, to avoid unnecessary litigation costs, including payment of attorney's fees and costs associated with court actions.

FISCAL IMPACT

Capital Improvement Program Project #ST00029 has \$1,500,000 in funding programmed for the Project's right-of-way acquisition costs. Covering the costs for the proposed acquisition could be met with the available funds.

CEQA ANALYSIS

MANAGEMENT REPORT

**REAL PROPERTY FOR RIGHT-OF-WAY PURPOSES FOR THE HIGHWAY 43 AND SANTA FE WAY
ROUNDBOUT PURCHASE**

One of the required project right-of-way acquisitions is within a parcel located west of Santa Fe Way, east of Beech Avenue, and south of Los Angeles Avenue (County Assessor Parcel Number 089-150-01). The initial appraisal included 45,738 square feet of underlying fee and 21,522 square feet of fee interest, valued at \$194,000. Based on the initial and independent appraisal reports and negotiations with the parcel owner, Transystems recommends the City approve an amount not to exceed \$210,000, which includes \$194,000 for the purchase price of the parcel, costs for independent appraisal process, if claimed by the seller, and estimated closing costs, to avoid unnecessary litigation costs, including payment of attorney's fees and costs associated with court actions.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ATTACHMENTS

None