



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

**AGENDA
REGULAR MEETING
SHAFTER CITY COUNCIL
TUESDAY, OCTOBER 21, 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: Mayo Pro Tem Olvera

APPROVAL OF AGENDA:

PRESENTATION:

1. Proclamation: Domestic Violence Awareness Month 2025

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 General Checks: October 3, 2025, October 7, 2025, October 16, 2025.
2. Approve Payroll: October 1, 2025, October 3, 2025.
3. Approve Certificate of Recognition: Lideres Campesinas del comite de Kern Norte.
4. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; and approve the annual renewal of the Arctic Wolf Security as a Service contract in the amount of \$58,391.61.
5. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; authorize the City Manager to add an Assistant Chief position within the Shafter Police Department’s organizational structure as part of the operating budget.
6. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; and approve and authorize the Chief of Police to enter into a three-year contractual agreement with California Highway Patrol for the use of the Weapons Shooting Range.
7. Council find that the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; adopt Resolution No. 3047, a Resolution of the City Council of the City of Shafter, authorizing appropriation of funds to pay the City of Shafter’s annual allocation to the Kern Local Agency Formation Commission (LAFCO).
8. Council find that the action is not defined as a “project” under Section 15378(b)(5) of the CEQA Guidelines; and adopt Resolution No. 3048, a Resolution of the City Council of the City of Shafter, authorizing the City Manager or Designee to add and fund a Transit Driver Position (Full-Time or Part-Time) to support increased ridership and service reliability within the Shafter Transit System.
9. Council find that the action is not defined as a “project” under Section 15378(b)(5) of the CEQA Guidelines; approve the addition of one full-time position within the Finance Department to strengthen operational capacity, enhance analytical and compliance functions, and expand strategic initiatives; and authorize staff to fund the position through existing and proportionally allocated enterprise and operating funds, with minimal impact to the General Fund and inclusion in the next budget cycle.
10. Council find that the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve a budget adjustment in the amount of \$230,000 to the Legal Services appropriation for FY 2025–26, increasing the total budget from

\$834,000 to \$1,064,000; and authorize the Finance Director to allocate funds as necessary to support ongoing and emerging legal matters.

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. GENERAL PLAN AMENDMENT NO. 23-39 AND ZONE CHANGE NO. 23-72:

Staff recommends your Council conduct hearing to consider General Plan Amendment (GPA) No. 23-39 and Zone Change (ZC) No. 23-72 and:

1. Adopt a Mitigated Negative Declaration for the project;
2. Approve Resolution No. 3046 approving GPA No. 23-39; and
3. Introduce for first reading, by title only, and waive reading of Ordinance No. 772 approving ZC No. 23-72.

The GPA amends the City of Shafter General Plan land use designation for the property from LDR (Low Density Residential) to MHDR (Medium High Density Residential). The ZC changes the zone district under Title 17 of the Shafter Municipal Code from R-1 (Low Density Residential) to R-3 (Medium High Density Residential) of an approximately 8.72-acre parcel (Assessor's Parcel Number 028-180-57) located at the northeast corner of Birch Street and East Los Angeles Avenue.

Should Council decline the project, staff recommends that \$9 million from reserves be allocated to cover potential state fines and the legal defense for the City.,

ROLL CALL

MANAGEMENT REPORT:

1. RESIDENT ACCESS TO DATA ON POLICE ACTIVITIES VIA CITIZEN RIMS

COMMUNITY PORTAL: Council find the item does not require CEQA review, as the action is a demonstration of the Citizen RIMS community portal; receive and file presentation.

ROLL CALL

2. POLICE MOTOR UNIT PROGRAM APPROVAL AND FUNDING FOR SAID

PROGRAM COSTS: Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; approve purchase of training cost, motor officer uniform, protective equipment, and two (2) BMW police motorcycles with a total estimated cost of \$101,729.06.

ROLL CALL

- 3. CHESS GARDEN PROJECT CHANGE OF FUNDING SOURCE:** Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; approve a budget amendment in the amount of \$250,000 from General

Fund Reserves to add the Shafter Library & Learning Center Chess Garden Project to the Capital Improvement Plan and Direct staff to proceed with advertising the project for public bid in accordance with the City of Shafter procurement policies.

ROLL CALL

CITY MANAGER COMMENTS AND REPORTS:

DEPARTMENT DIRECTOR COMMENTS AND REPORTS:

RECESS:

CLOSED SESSION:

1. **CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to California Government Code, Section 54957.6 Agency Representative: Lance Lippincott, City Manager. Employee Organization: Shafter Police Officers Association and Shafter Public Works Unit, SEIU Local 521.

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., October 16, 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 October 21, 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.



Resolution of Commendation

DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2025

WHEREAS, domestic violence is a serious crime that affects people of all ages, races, gender, and income levels; and

WHEREAS, 1 in 3 women, and 1 in 4 men have experienced some form of physical violence by an intimate partner; and

WHEREAS, 1 in 5 women, and 1 in 12 men have experienced sexual violence by an intimate partner in their lifetime; and

WHEREAS, 1 in 15 children are exposed to intimate partner violence each year, and 90% of these children are eyewitnesses to this violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a higher rate than the national average; and

WHEREAS, most domestic violence goes unreported; and

WHEREAS, Shafter joins with others across the nation in supporting victims of domestic violence and share the goals of this month's observance, and likewise support the work that private and public agencies are doing to provide the best coordinated response to domestic violence in our communities.

NOW, THEREFORE, I, Chad Givens, Mayor of the City of Shafter, do hereby proclaim the month of October as Domestic Violence Awareness Month and urge our citizens to stand behind the strong message that there is no place for domestic violence in our community and it will not be tolerated.

PASSED AND ADOPTED this 21st day of October, 2025.

Chad Givens
Mayor

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			
1024600	10/03/2025	PRTD	582	JOSE ANGEL JIMENEZ	70938 417		09/30/2025		100325	800.00
					69105					
Invoice: 417				800.00	0100-30-300-75-51-510804-		SLLC First Friday Entertainment			
							Community Promotions			
							CHECK	1024600	TOTAL:	800.00
							NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	800.00
							TOTAL PRINTED CHECKS	COUNT	AMOUNT	
								1	800.00	
									*** GRAND TOTAL ***	800.00

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED
CLERK: 5292blopez

YEAR	PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
	EFF DATE										
2026	4	68									
APP	0100-00-000-00-00-205000-							Accts Payable		800.00	
	10/03/2025	100325			100325			AP CASH DISBURSEMENTS JOURNAL			
APP	0000-00-000-00-00-100010-							Cash: Mission Bank Acct#10755			800.00
	10/03/2025	100325			100325			AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		800.00	800.00
APP	0000-00-000-00-00-209001-							Due To 0100 - Gen Fund		800.00	
	10/03/2025	100325			100325						
APP	0100-00-000-00-00-109000-							Due From Funds - Cash Pool			800.00
	10/03/2025	100325			100325						
								SYSTEM GENERATED ENTRIES TOTAL		800.00	800.00
								JOURNAL 2026/04/68 TOTAL		1,600.00	1,600.00

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	2026	4	68	10/03/2025			
	0000-00-000-00-00-100010-					Cash: Mission Bank Acct#10755		800.00
	0000-00-000-00-00-209001-					Due To 0100 - Gen Fund	800.00	
						FUND TOTAL	800.00	800.00
0100	General Fund	2026	4	68	10/03/2025			
	0100-00-000-00-00-109000-					Due From Funds - Cash Pool		800.00
	0100-00-000-00-00-205000-					Accts Payable	800.00	
						FUND TOTAL	800.00	800.00

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0000 Pooled Cash Fund		800.00	
0100 General Fund			800.00
	TOTAL	800.00	800.00

** 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		
225	10/07/2025	EFT	378 AMERICAN REFUSE INC	70929 69096	363943	10/01/2025		100725	7,204.46
Invoice: 363943				7,204.46	5001-40-400-22-00-510114-	VARIOUS LOCATIONS - SEPTEMBER 2025 Contract Services			
Invoice: 364104				70930 69097	364104	10/01/2025		100725	982.70
Invoice: 364670				70931 69098	364670	10/01/2025		100725	1,181.96
Invoice: 364055				71050 69214	364055	10/01/2025		100725	291.29
				291.29	5100-50-405-28-20-510706-	ALL PW'S & ENGINEERING REFUSE SERVICES Refuse			
						ALL PW'S & ENGINEERING REFUSE SERVICES/BULKY PICKUP Refuse			
						REFUSE SERVICES 336 PACIFIC AVE CITY HALL Refuse			
						CHECK		225 TOTAL:	9,660.41
226	10/07/2025	EFT	45 WAGeworks, INC	70950 69115	10/3/2025	10/03/2025		100725	1,604.62
Invoice: 10/3/2025				1,604.62	0100-00-000-00-00-205150-	warrant 100325 MEDICAL Unreimbursed Medical Payable			
						CHECK		226 TOTAL:	1,604.62
1800	10/03/2025	WIRE	17 INTERNAL REVENUE SER	70948 69113	10/3/2025	10/03/2025		100725	152,032.68
Invoice: 10/3/2025				57,765.11	0100-00-000-00-00-205120-	warrant 100325 FIT Federal Income Tax Payable			
				75,943.65	0100-00-000-00-00-205122-	FICA Tax Payable			
				18,323.92	0100-00-000-00-00-205123-	Medicare Tax Payable			
						CHECK		1800 TOTAL:	152,032.68
1801	10/03/2025	WIRE	144 ST OF CA EDD	70951 69116	10/3/2025	10/03/2025		100725	30,441.69
Invoice: 10/3/2025				22,671.27	0100-00-000-00-00-205121-	warrant 100325 SIT State Income Tax Payable			
				7,770.42	0100-00-000-00-00-205130-	ST Disability Insur Payable			
						CHECK		1801 TOTAL:	30,441.69

City of Shafter

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
1802	10/03/2025	WIRE	202 - 457 ICMA VANTAGEPO	70952 69117	10/3/2025		10/03/2025		100725	10,131.60
Invoice: 10/3/2025				10,131.60	0100-00-000-00-00-205143-	warrant	100325 CONTRIBUTIONS Deferred Compensation Payable			
						CHECK	1802 TOTAL:			
										10,131.60
1803	10/01/2025	WIRE	144 ST OF CA EDD	70825 68995	10/1/2025		10/01/2025		100725	37.80
Invoice: 10/1/2025				37.80	0100-00-000-00-00-205130-	warrant	100125 SDI & UI ST Disability Insur Payable			
						CHECK	1803 TOTAL:			37.80
1804	10/01/2025	WIRE	17 INTERNAL REVENUE SER	70824 68994	10/1/2025		10/01/2025		100725	133.41
Invoice: 10/1/2025				108.12	0100-00-000-00-00-205122-	warrant	100125 FICA FICA Tax Payable			
				25.29	0100-00-000-00-00-205123-		Medicare Tax Payable			
						CHECK	1804 TOTAL:			133.41
1024601	10/07/2025	PRTD	796 1020 CECIL LLC	70928 69095	OCTOBER 2025		10/01/2025		100725	1,550.00
Invoice: OCTOBER 2025				387.50	0100-30-300-04-00-510602-	LEASE	337 STATE AVE CITY HALL ANNEX Property Rental			
				1,162.50	0100-10-135-09-00-510602-		Property Rental			
						CHECK	1024601 TOTAL:			1,550.00
1024602	10/07/2025	PRTD	14652 AMAZON CAPITAL SERVI	70933 69100	1C6X-TVrm-GNFY		09/24/2025		100725	34.79
Invoice: 1C6X-TVrm-GNFY				6.96	5101-50-400-24-00-510001-	ALL PW'S - KNIVES	Departmental Supplies			
				6.96	5002-40-400-20-00-510001-		Departmental Supplies			
				6.96	0100-30-400-25-00-510001-		Departmental Supplies			
				6.96	5000-40-400-21-00-510001-		Departmental Supplies			
				6.95	0100-40-400-19-02-510001-		Departmental Supplies			
				70944	1FDM-LJYY-9T7J		09/30/2025		100725	293.74
Invoice: 1FDM-LJYY-9T7J				58.75	5101-50-400-24-00-510001-	ALL PW'S - DEPARTMENT SUPPLIES	Departmental Supplies			
				58.75	5002-40-400-20-00-510001-		Departmental Supplies			
				58.75	0100-30-400-25-00-510001-		Departmental Supplies			
				58.75	5000-40-400-21-00-510001-		Departmental Supplies			
				58.74	0100-40-400-19-02-510001-		Departmental Supplies			

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		
				71030 69194	1DFL-V6JG-D7VX	09/17/2025		100725	158.72
Invoice:	1DFL-V6JG-D7VX		158.72	5103-50-500-29-00-510001-		EOC Communications Analog Materials Departmental Supplies			
				71031 69195	1R4V-RNWR-CDWY	09/17/2025		100725	150.08
Invoice:	1R4V-RNWR-CDWY		150.08	5103-50-500-29-00-510001-		EOC Communications Handsets/wall phones Departmental Supplies			
				71032 69196	1K3P-TD1L-DF3D	09/23/2025		100725	1,257.65
Invoice:	1K3P-TD1L-DF3D		1,257.65	5003-40-140-12-00-510202-		Network Cabinet, materials, Juniper Network Switch Hardware & Tools			
				71037 69201	1FMX-MDN3-6KNP	10/01/2025		100725	66.35
Invoice:	1FMX-MDN3-6KNP		66.35	0100-30-300-04-00-510001-		SLLC Departmental Supplies Departmental Supplies			
						CHECK	1024602	TOTAL:	1,961.33
1024603	10/07/2025	PRTD	12466	AT&T CALNET 3	71051 69215	9391012269 SEP 25	09/16/2025	100725	20.49
Invoice:	9391012269 SEP 25		20.49	5100-50-405-28-90-510701-		PHONE CHARGES Communications			
				71052 69216	9391012258 SEP 25	09/14/2025		100725	474.65
Invoice:	9391012258 SEP 25		474.65	0100-10-125-06-00-510701-		PHONE CHARGES Communications			
				71053 69217	9391012255 SEP 25	09/30/2025		100725	31.41
Invoice:	9391012255 SEP 25		31.41	5000-40-400-21-00-510701-		PHONE CHARGES Communications			
						CHECK	1024603	TOTAL:	526.55
1024604	10/07/2025	PRTD	7613	CA STATE DISBURSEMEN	70954 69119	20-2041314	10/03/2025	100725	242.30
Invoice:	20-2041314		242.30	0100-00-000-00-00-205141-		GARNISHMENT # 20-2041314 Garnishments Payable			
						CHECK	1024604	TOTAL:	242.30

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC		
1024605	10/07/2025	PRTD	7613	CA STATE DISBURSEMEN	70955 20-1412669 69120		10/03/2025		100725	300.00
Invoice: 20-1412669				300.00	0100-00-000-00-00-205141-	GARNISHMENT # 20-1412669		Garnishments Payable		
						CHECK	1024605	TOTAL:		300.00
1024606	10/07/2025	PRTD	7613	CA STATE DISBURSEMEN	70956 20-2655459 69121		10/03/2025		100725	198.46
Invoice: 20-2655459				198.46	0100-00-000-00-00-205141-	GARNISHMENT # 20-2655459		Garnishments Payable		
						CHECK	1024606	TOTAL:		198.46
1024607	10/07/2025	PRTD	4	PACIFIC GAS & ELECTR	71033 7952472969-0 SEP 25 69197		09/30/2025		100725	1,209.88
Invoice: 7952472969-0 SEP 25				1,209.88	0100-30-400-25-31-510707-	ELECTRICAL CHARGES		Power		
						71034 2770705903-9 SEP 25 69198	09/30/2025		100725	874.44
Invoice: 2770705903-9 SEP 25				874.44	5100-50-405-28-91-510707-	ELECTRICAL CHARGES		Power		
						71036 5376849141-6 SEP 25 69200	09/30/2025		100725	3,285.61
Invoice: 5376849141-6 SEP 25				3,285.61	5100-50-405-28-50-510707-	ELECTRICAL CHARGES		Power		
						71038 4769226569-8 SEP 25 69202	09/30/2025		100725	1,472.82
Invoice: 4769226569-8 SEP 25				1,472.82	0100-30-400-25-55-510707-	ELECTRICAL CHARGES		Power		
						71039 3962617783-4 SEP 25 69203	09/30/2025		100725	423.64
Invoice: 3962617783-4 SEP 25				423.64	5002-40-400-20-00-510707-	ELECTRICAL CHARGES		Power		
						71040 7993974272-6 SEP 25 69204	09/30/2025		100725	1,334.83
Invoice: 7993974272-6 SEP 25				1,334.83	5003-40-140-12-00-510707-	ELECTRICAL CHARGES		Power		
						71041 2201390425-9 SEP 25 69205	09/30/2025		100725	1,150.25
Invoice: 2201390425-9 SEP 25				1,150.25	5000-40-400-21-00-510707-	ELECTRICAL CHARGES		Power		

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		
				71042 69206	5950974657-0	SEP 25	09/30/2025	100725	1.59
Invoice: 5950974657-0	SEP 25						ELECTRICAL CHARGES		
		1.59	0801-40-400-19-04-510707-				Power		
				71043 69207	6630510414-4	SEP 25	09/30/2025	100725	3.22
Invoice: 6630510414-4	SEP 25						ELECTRICAL CHARGES		
		3.22	0803-40-400-19-04-510707-				Power		
				71044 69208	0698665734-1	SEP 25	09/30/2025	100725	3.57
Invoice: 0698665734-1	SEP 25						ELECTRICAL CHARGES		
		3.57	0807-40-400-19-04-510707-				Power		
				71045 69209	9145183303-1	SEP 25	09/30/2025	100725	6.82
Invoice: 9145183303-1	SEP 25						ELECTRICAL CHARGES		
		6.82	0811-40-400-19-04-510707-				Power		
				71046 69210	0762233535-9	SEP 25	09/30/2025	100725	161.32
Invoice: 0762233535-9	SEP 25						ELECTRICAL CHARGES		
		161.32	0807-40-400-19-04-510707-				Power		
				71047 69211	3396527511-9	SEP 25	09/30/2025	100725	563.69
Invoice: 3396527511-9	SEP 25						ELECTRICAL CHARGES		
		563.69	0100-30-400-25-33-510707-				Power		
				71049 69213	2690526140-5	SEP 25	09/29/2025	100725	4.27
Invoice: 2690526140-5	SEP 25						ELECTRICAL CHARGES		
		4.27	0802-40-400-19-04-510707-				Power		
CHECK 1024607 TOTAL:									10,495.95
1024608	10/07/2025	PRTD	7658 SEIU LOCAL 521	70957 69122	10/3/2025		10/03/2025	100725	721.42
Invoice: 10/3/2025							warrant 100325 DUES		
			706.42 0100-00-000-00-00-205145-				Association Dues Payable		
			15.00 0100-00-000-00-00-205145-				Association Dues Payable		
CHECK 1024608 TOTAL:									721.42
1024609	10/07/2025	PRTD	35 SHAFTER POLICE OFFIC	70949 69114	10/3/2025		10/03/2025	100725	1,400.00
Invoice: 10/3/2025							warrant 100325 DUES		
			1,400.00 0100-00-000-00-00-205145-				Association Dues Payable		

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

		CHECK	1024609	TOTAL:	1,400.00
NUMBER OF CHECKS	16	***	CASH ACCOUNT TOTAL	***	221,438.22
				COUNT	AMOUNT
TOTAL PRINTED CHECKS				9	17,396.01
TOTAL WIRE TRANSFERS				5	192,777.18
TOTAL EFT'S				2	11,265.03
		***	GRAND TOTAL	***	221,438.22

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED
CLERK: 5292jdelatorre

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2026	4	108										
APP	5001-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		7,204.46	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0000-00-000-00-00-100010-			10/07/2025	100725	100725			Cash: Mission Bank Acct#10755			221,438.22
									AP CASH DISBURSEMENTS JOURNAL			
APP	5100-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		6,636.49	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0100-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		202,712.77	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5101-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		65.71	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5002-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		489.35	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5000-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		1,247.37	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5103-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		308.80	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5003-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		2,592.48	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0801-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		1.59	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0803-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		3.22	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0807-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		164.89	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0811-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		6.82	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0802-00-000-00-00-205000-			10/07/2025	100725	100725			Accts Payable		4.27	
									AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL											221,438.22	221,438.22
APP	0000-00-000-00-00-209037-			10/07/2025	100725	100725			Due To 5001 - Refuse Operat		7,204.46	
APP	5001-00-000-00-00-109000-			10/07/2025	100725	100725			Due From Funds - Cash Pool			7,204.46
APP	0000-00-000-00-00-209046-			10/07/2025	100725	100725			Due To 5100 - Facility Maint		6,636.49	
APP	5100-00-000-00-00-109000-			10/07/2025	100725	100725			Due From Funds - Cash Pool			6,636.49
APP	0000-00-000-00-00-209001-			10/07/2025	100725	100725			Due To 0100 - Gen Fund		202,712.77	
APP	0100-00-000-00-00-109000-			10/07/2025	100725	100725			Due From Funds - Cash Pool			202,712.77
APP	0000-00-000-00-00-209047-			10/07/2025	100725	100725			Due To 5101 - Vehicle Maint		65.71	
APP	5101-00-000-00-00-109000-								Due From Funds - Cash Pool			65.71

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 0000-00-000-00-00-209038-	10/07/2025	100725	100725			Due To 5002 - Water Operat		489.35	
APP 5002-00-000-00-00-109000-	10/07/2025	100725	100725			Due From Funds - Cash Pool			489.35
APP 0000-00-000-00-00-209036-	10/07/2025	100725	100725			Due To 5000 - Wastewtr Operat		1,247.37	
APP 5000-00-000-00-00-109000-	10/07/2025	100725	100725			Due From Funds - Cash Pool			1,247.37
APP 0000-00-000-00-00-209049-	10/07/2025	100725	100725			Due To 5103 - Info Tech		308.80	
APP 5103-00-000-00-00-109000-	10/07/2025	100725	100725			Due From Funds - Cash Pool			308.80
APP 0000-00-000-00-00-209039-	10/07/2025	100725	100725			Due To 5003 - Transit Operat		2,592.48	
APP 5003-00-000-00-00-109000-	10/07/2025	100725	100725			Due From Funds - Cash Pool			2,592.48
APP 0000-00-000-00-00-209025-	10/07/2025	100725	100725			Due To 0801 - LLMD - 001-2005		1.59	
APP 0801-00-000-00-00-109000-	10/07/2025	100725	100725			Due From Funds - Cash Pool			1.59
APP 0000-00-000-00-00-209027-	10/07/2025	100725	100725			Due To Funds - 0803 - 003-2005		3.22	
APP 0803-00-000-00-00-109000-	10/07/2025	100725	100725			Due From Funds - Cash Pool			3.22
APP 0000-00-000-00-00-209031-	10/07/2025	100725	100725			Due To 0807 - LLMD - 002-2007		164.89	
APP 0807-00-000-00-00-109000-	10/07/2025	100725	100725			Due From Funds - Cash Pool			164.89
APP 0000-00-000-00-00-209035-	10/07/2025	100725	100725			Due To 0811 - LLMD - 001-2009		6.82	
APP 0811-00-000-00-00-109000-	10/07/2025	100725	100725			Due From Funds - Cash Pool			6.82
APP 0000-00-000-00-00-209026-	10/07/2025	100725	100725			Due To 0802 - LLMD - 002-2005		4.27	
APP 0802-00-000-00-00-109000-	10/07/2025	100725	100725			Due From Funds - Cash Pool			4.27
SYSTEM GENERATED ENTRIES TOTAL								221,438.22	221,438.22
JOURNAL 2026/04/108 TOTAL								442,876.44	442,876.44

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	2026	4	108	10/07/2025			
	0000-00-000-00-00-100010-					Cash: Mission Bank Acct#10755		221,438.22
	0000-00-000-00-00-209001-					Due To 0100 - Gen Fund	202,712.77	
	0000-00-000-00-00-209025-					Due To 0801 - LLMD - 001-2005	1.59	
	0000-00-000-00-00-209026-					Due To 0802 - LLMD - 002-2005	4.27	
	0000-00-000-00-00-209027-					Due To Funds - 0803 - 003-2005	3.22	
	0000-00-000-00-00-209031-					Due To 0807 - LLMD - 002-2007	164.89	
	0000-00-000-00-00-209035-					Due To 0811 - LLMD - 001-2009	6.82	
	0000-00-000-00-00-209036-					Due To 5000 - Wastewtr Operat	1,247.37	
	0000-00-000-00-00-209037-					Due To 5001 - Refuse Operat	7,204.46	
	0000-00-000-00-00-209038-					Due To 5002 - Water Operat	489.35	
	0000-00-000-00-00-209039-					Due To 5003 - Transit Operat	2,592.48	
	0000-00-000-00-00-209046-					Due To 5100 - Facility Maint	6,636.49	
	0000-00-000-00-00-209047-					Due To 5101 - Vehicle Maint	65.71	
	0000-00-000-00-00-209049-					Due To 5103 - Info Tech	308.80	
						FUND TOTAL	221,438.22	221,438.22
0100	General Fund	2026	4	108	10/07/2025			
	0100-00-000-00-00-109000-					Due From Funds - Cash Pool		202,712.77
	0100-00-000-00-00-205000-					Accts Payable	202,712.77	
						FUND TOTAL	202,712.77	202,712.77
0801	LLMD - 001-2005	2026	4	108	10/07/2025			
	0801-00-000-00-00-109000-					Due From Funds - Cash Pool		1.59
	0801-00-000-00-00-205000-					Accts Payable	1.59	
						FUND TOTAL	1.59	1.59
0802	LLMD - 002-2005	2026	4	108	10/07/2025			
	0802-00-000-00-00-109000-					Due From Funds - Cash Pool		4.27
	0802-00-000-00-00-205000-					Accts Payable	4.27	
						FUND TOTAL	4.27	4.27
0803	LLMD - 003-2005	2026	4	108	10/07/2025			
	0803-00-000-00-00-109000-					Due From Funds - Cash Pool		3.22
	0803-00-000-00-00-205000-					Accts Payable	3.22	
						FUND TOTAL	3.22	3.22
0807	LLMD - 002-2007	2026	4	108	10/07/2025			
	0807-00-000-00-00-109000-					Due From Funds - Cash Pool		164.89
	0807-00-000-00-00-205000-					Accts Payable	164.89	
						FUND TOTAL	164.89	164.89
0811	LLMD - 001-2009	2026	4	108	10/07/2025			

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
0811-00-000-00-00-109000-						Due From Funds - Cash Pool		6.82
0811-00-000-00-00-205000-						Accts Payable	6.82	
						FUND TOTAL	6.82	6.82
5000 Wastewater Operations	2026	4	108	10/07/2025				
5000-00-000-00-00-109000-						Due From Funds - Cash Pool		1,247.37
5000-00-000-00-00-205000-						Accts Payable	1,247.37	
						FUND TOTAL	1,247.37	1,247.37
5001 Refuse Operations	2026	4	108	10/07/2025				
5001-00-000-00-00-109000-						Due From Funds - Cash Pool		7,204.46
5001-00-000-00-00-205000-						Accts Payable	7,204.46	
						FUND TOTAL	7,204.46	7,204.46
5002 Water Operations	2026	4	108	10/07/2025				
5002-00-000-00-00-109000-						Due From Funds - Cash Pool		489.35
5002-00-000-00-00-205000-						Accts Payable	489.35	
						FUND TOTAL	489.35	489.35
5003 Transit Operations	2026	4	108	10/07/2025				
5003-00-000-00-00-109000-						Due From Funds - Cash Pool		2,592.48
5003-00-000-00-00-205000-						Accts Payable	2,592.48	
						FUND TOTAL	2,592.48	2,592.48
5100 Facility Maintenance	2026	4	108	10/07/2025				
5100-00-000-00-00-109000-						Due From Funds - Cash Pool		6,636.49
5100-00-000-00-00-205000-						Accts Payable	6,636.49	
						FUND TOTAL	6,636.49	6,636.49
5101 Vehicle Maintenance	2026	4	108	10/07/2025				
5101-00-000-00-00-109000-						Due From Funds - Cash Pool		65.71
5101-00-000-00-00-205000-						Accts Payable	65.71	
						FUND TOTAL	65.71	65.71
5103 Information Technology	2026	4	108	10/07/2025				
5103-00-000-00-00-109000-						Due From Funds - Cash Pool		308.80
5103-00-000-00-00-205000-						Accts Payable	308.80	
						FUND TOTAL	308.80	308.80

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0000 Pooled Cash Fund	221,438.22	
0100 General Fund		202,712.77
0801 LLMD - 001-2005		1.59
0802 LLMD - 002-2005		4.27
0803 LLMD - 003-2005		3.22
0807 LLMD - 002-2007		164.89
0811 LLMD - 001-2009		6.82
5000 Wastewater Operations		1,247.37
5001 Refuse Operations		7,204.46
5002 Water Operations		489.35
5003 Transit Operations		2,592.48
5100 Facility Maintenance		6,636.49
5101 Vehicle Maintenance		65.71
5103 Information Technology		308.80
TOTAL	221,438.22	221,438.22

** END OF REPORT - Generated by Jacqueline De La Torre **

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			
228	10/16/2025	EFT	13236 AMBER CHEMICAL INC	70945	0386357-IN	09/23/2025		101625	2,858.21		
				69110							
Invoice: 0386357-IN				2,858.21	5002-40-400-20-00-510900-	WATER - WATER CHEMICALS- HYPOCHLORITE Treatment Supplies					
				71128	0386424-IN	09/30/2025		101625	2,572.39		
				69292							
Invoice: 0386424-IN				2,572.39	5002-40-400-20-00-510900-	WATER - WATER CHEMICALS- HYPOCHLORITE Treatment Supplies					
				71129	0386449-IN	09/30/2025		101625	2,091.38		
				69293							
Invoice: 0386449-IN				2,091.38	5002-40-400-20-00-510900-	WATER - AMBER QUEST, TOTE Treatment Supplies					
				CHECK						228 TOTAL:	7,521.98
229	10/16/2025	EFT	1394 AMERICAN BUSINESS MA	71126	830493	10/06/2025		101625	255.05		
				69290							
Invoice: 830493				255.05	0100-40-400-18-00-510100-	ENGINEERING #14906 - USAGE CHARGE/BASE RATE Service Agreements					
				71237	830684	10/07/2025		101625	176.10		
				69400							
Invoice: 830684				35.22	5101-50-400-24-00-510000-	ALL PW'S #7458 - BASE/OVERAGE RATE/OVERAGE Office Supplies					
				35.22	5002-40-400-20-00-510000-	Office Supplies					
				35.22	0100-30-400-25-00-510000-	Office Supplies					
				35.22	0100-40-400-19-02-510000-	Office Supplies					
				35.22	5000-40-400-21-00-510000-	Office Supplies					
				71292	830037	10/01/2025		101625	116.73		
				69454							
Invoice: 830037				116.73	0100-20-200-14-00-510100-	POLICE-Contract usage 9/9-10/8/25 Service Agreements					
				CHECK						229 TOTAL:	547.88
230	10/16/2025	EFT	378 AMERICAN REFUSE INC	71127	364288	10/01/2025		101625	554.15		
				69291							
Invoice: 364288				554.15	0100-30-400-25-55-510706-	VETERAN'S HALL - REFUSE SERVICES - OCTOBER 2025 Refuse					
				71293	364292	10/01/2025		101625	294.81		
				69455							
Invoice: 364292				294.81	0100-20-200-14-00-510706-	POLICE-Range refuse Oct 25 Refuse					
				71294	364283	10/01/2025		101625	230.98		
				69456							

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			
Invoice: 364283				230.98	0100-20-200-14-00-510706-	POLICE-Refuse	Oct 25 Refuse			
				71429 69586	364544		10/01/2025		101625	147.31
Invoice: 364544				147.31	5100-50-405-28-50-510706-	SLLC American Refuse	Refuse			
				71431 69588	364285		09/30/2025		101625	482.15
Invoice: 364285				482.15	0100-20-200-15-00-510100-	Shelter Refuse Services	Service Agreements			
				71432 69589	364844		09/30/2025		101625	109,744.15
Invoice: 364844				109,744.15	5001-40-400-22-00-510114-	REFUSE-HOMES ALLEY/CURBSIDE PICKUP	SEPTEMBER 2025 Contract Services			
						CHECK	230 TOTAL:			111,453.55
231 10/16/2025 EFT	14425	CARLOS QUEZADA		71404 69562	369375		09/26/2025		101625	270.00
Invoice: 369375				240.00	0100-10-405-26-00-510300-	BUILDING - FLEET WASHES	Vehicle Operations			
				30.00	0100-10-405-27-00-510300-	Vehicle Operations				
				71406 69564	369380		10/10/2025		101625	270.00
Invoice: 369380				240.00	0100-10-405-26-00-510300-	BUILDING - FLEET WASH	Vehicle Operations			
				30.00	0100-10-405-27-00-510300-	Vehicle Operations				
						CHECK	231 TOTAL:			540.00
232 10/16/2025 EFT	968	DAKESSIAN LAW, LTD.		71381 69540	3630		09/30/2025		101625	24,948.75
Invoice: 3630				24,948.75	0100-10-125-07-00-510423-	CDTFA Local Tax Reallocation Dispute	Legal Services - Bus Devel			
						CHECK	232 TOTAL:			24,948.75
233 10/16/2025 EFT	109	JIM BURKE FORD		71226 69389	1631196		09/17/2025		101625	288.83
Invoice: 1631196				288.83	0100-20-200-14-00-510300-	POLICE-Unit #233 Air deflector	vehicle Operations			
				71227 69390	1631230		09/18/2025		101625	1,210.24
Invoice: 1631230						POLICE-Unit #241, 243 Center caps				

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			
1,210.24	0100-20-200-14-00-510300-			Vehicle Operations			
				CHECK	233 TOTAL:		1,499.07
235 10/16/2025 EFT	870 KOPPEL & GRUBER PUBL	71353 25-1527		09/30/2025	101625		6,404.07
	Invoice: 25-1527	69514		ANNUAL ADMIN LLMD & SEWER/REFUSE- JULY - SEPT 2025			
	167.50	0809-40-400-19-04-510400-		Professional Services			
	296.25	0810-40-400-19-04-510400-		Professional Services			
	348.75	0800-40-400-19-04-510400-		Professional Services			
	348.75	0803-40-400-19-04-510400-		Professional Services			
	296.25	0805-40-400-19-04-510400-		Professional Services			
	348.75	0806-40-400-19-04-510400-		Professional Services			
	167.50	0811-40-400-19-04-510400-		Professional Services			
	1,212.75	0808-40-400-19-04-510400-		Professional Services			
	348.75	0812-40-400-19-04-510400-		Professional Services			
	348.75	0814-40-400-19-04-510400-		Professional Services			
	296.25	0804-40-400-19-04-510400-		Professional Services			
	296.25	0807-40-400-19-04-510400-		Professional Services			
	348.75	0803-40-400-19-04-510400-		Professional Services			
	296.25	0804-40-400-19-04-510400-		Professional Services			
	1,028.75	0808-40-400-19-04-510400-		Professional Services			
	253.82	0100-40-400-18-00-510400-		Professional Services			
				CHECK	235 TOTAL:		6,404.07
236 10/16/2025 EFT	7160 NATIONAL DATA & SURV	71083 25-060012		07/31/2025	101625		1,410.00
	Invoice: 25-060012	69247		TRTAFFIC INTERSECTION ANALYSES - MULTIPLE LOCATION			
	1,410.00	0100-40-400-19-02-510400-		Professional Services			
				CHECK	236 TOTAL:		1,410.00
237 10/16/2025 EFT	1434 OPEN AND SHUT ENTERP	71246 112497		09/19/2025 67	101625		6,490.00
	Invoice: 112497	69409		POLICE - REPAIR TO ROLL GATE			
	6,490.00	5100-50-405-28-20-510205-		Building Repair & Maintenance			
				CHECK	237 TOTAL:		6,490.00
238 10/16/2025 EFT	768 ROLLAND JOHN HENRY V	71354 20250930		09/30/2025	101625		4,500.00
	Invoice: 20250930	69515		CONSULTANT AGREEMENT FOR CONTRACTED CITY SURVEYOR			
	4,500.00	0100-40-400-18-00-510401-		Engineering Services			
				CHECK	238 TOTAL:		4,500.00

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				
239	10/16/2025	EFT	556	SHAFTER DG SOLAR, LL	70994 58565037 69158		10/01/2025		101625	21,421.36
Invoice: 58565037				569.22	0100-20-200-15-00-510707-	SOLAR ELECTRICITY CHARGES - SEPTEMBER 2025				
				20,852.14	5002-40-400-20-00-510707-	Power Power				
						CHECK		239 TOTAL:		21,421.36
240	10/16/2025	EFT	291	SHAFTER PARTS & SUPP	71084 077971 69248		09/24/2025		101625	158.17
Invoice: 077971				158.17	0100-30-400-25-00-510202-	PARKS - TP ST BIT/13PC MULTI-DRIVE TAMP Hardware & Tools				
						CHECK		240 TOTAL:		158.17
242	10/16/2025	EFT	5364	TEL-TEC SECURITY SYS	71279 899512 69441		10/01/2025		101625	692.50
Invoice: 899512				37.50	5100-50-405-28-90-510100-	MONTHLY SECURITY SERVICES - Oct.25				
				122.50	5100-50-405-28-20-510100-	Service Agreements				
				92.50	5100-50-405-28-70-510100-	Service Agreements				
				102.50	5100-50-405-28-50-510100-	Service Agreements				
				82.50	5100-50-405-28-15-510100-	Service Agreements				
				87.50	5100-50-405-28-91-510100-	Service Agreements				
				65.00	5100-50-405-28-03-510100-	Service Agreements				
				102.50	5100-50-405-28-71-510100-	Service Agreements				
						CHECK		242 TOTAL:		692.50
243	10/16/2025	EFT	1000	THE GREEN HOTEL	71315 JULY-SEPT 2025 69477		10/01/2025		101625	8,672.74
Invoice: JULY-SEPT 2025				8,672.74	0100-30-400-25-54-510801-	First Quarter Billing Outside Agency Costs				
						CHECK		243 TOTAL:		8,672.74
1024610	10/16/2025	PRTD	193	ABC HEALTH PROFESSIO	70971 EM024520 69136		09/25/2025		101625	379.00
Invoice: EM024520				222.00	0100-20-200-15-00-510115-	Pre Emp.Medical Exam: F. Arismendez & J. Martello				
				157.00	5100-50-405-28-00-510115-	Recruitment Recruitment				
					71192 EM024669 69355		09/30/2025		101625	35.00
Invoice: EM024669				35.00	5100-50-405-28-00-510115-	Pre Employment TB - J Martello Recruitment				

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC		
				71408 69566	EM024758	10/08/2025		101625	20.00
Invoice: EM024758									
	20.00	0100-20-200-15-00-510115-					Pre Employment TB - F. Arismendez Recruitment		
							CHECK	1024610 TOTAL:	434.00
1024611	10/16/2025	PRTD	15329	ADVANCED DATA STORAG	71173 69337	0219456	09/27/2025	101625	41.30
Invoice: 0219456									
	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	
				71262 69424	0220501		09/30/2025	101625	41.30
Invoice: 0220501									
	41.30	0100-20-200-14-00-510100-						POLICE-Shred services for Sept 25 Service Agreements	
							CHECK	1024611 TOTAL:	82.60
1024612	10/16/2025	PRTD	1189	DRIVEN BRANDS HOLDIN	71248 69411	3806778	09/24/2025	101625	782.49
Invoice: 3806778									
	782.49	0100-20-200-14-00-510300-						POLICE-Unit #203 New windshield vehicle operations	
							CHECK	1024612 TOTAL:	782.49
1024613	10/16/2025	PRTD	14652	AMAZON CAPITAL SERVI	71066 69230	11TP-JTG3-DVW1	09/22/2025	101625	82.82
Invoice: 11TP-JTG3-DVW1									
	82.82	5103-50-500-31-00-510001-						GIS Book for Jose Departmental Supplies	
				71067 69231	1FRT-LMFN-H79X		09/29/2025	101625	107.24
Invoice: 1FRT-LMFN-H79X									
	107.24	5004-40-500-30-01-510001-						Supplies for Telecom Truck Departmental Supplies	
				71130 69294	1R9M-DJCK-CNQN		10/01/2025	101625	59.46
Invoice: 1R9M-DJCK-CNQN									
	59.46	0100-40-400-18-00-510001-						ENGINEERING - BATTERIES Departmental Supplies	
				71178 69342	1VX6-C7GQ-6J47		09/25/2025	101625	96.48
Invoice: 1VX6-C7GQ-6J47									
	96.48	0100-10-145-13-00-510001-						DEPARTMENTAL SUPPLIES - PLN Departmental Supplies	
				71180	1DX1-DWMK-LJY6		08/21/2025	101625	62.05

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			
Invoice: 1DX1-DWMK-LJY6				69344						
	20.68	0100-10-145-13-00-510001-				DEPARTMENTAL SUPPLIES - BLDG, CE, PLN				
	20.68	0100-10-405-27-00-510001-				Departmental Supplies				
	20.69	0100-10-405-26-00-510001-				Departmental Supplies				
				71260	1M13-CJGH-99HT		09/30/2025		101625	49.64
Invoice: 1M13-CJGH-99HT				69422						
	49.64	0100-20-200-14-00-510001-				POLICE-Departmental Supplies #296				
						Departmental Supplies				
				71297	1QNV-7GK1-9FPD		10/01/2025		101625	14.35
Invoice: 1QNV-7GK1-9FPD				69459						
	14.35	0100-20-200-14-00-510001-				POLICE-Coffee with a Cop items				
						Departmental Supplies				
				71298	1QDT-6CPG-PGKW		10/03/2025		101625	38.98
Invoice: 1QDT-6CPG-PGKW				69460						
	38.98	0100-20-200-14-00-510001-				POLICE-Departmental supplies				
						Departmental Supplies				
				71300	119J-R4JP-CFVG		10/06/2025		101625	124.90
Invoice: 119J-R4JP-CFVG				69462						
	124.90	0100-20-200-14-00-510001-				POLICE-Community events supplies				
						Departmental Supplies				
				71301	13DQ-RGVT-D6FW		10/06/2025		101625	421.42
Invoice: 13DQ-RGVT-D6FW				69463						
	421.42	0100-20-200-14-00-510001-				POLICE-Property room supplies				
						Departmental Supplies				
				71302	1LKX-LPJH-JM1W		10/08/2025		101625	75.06
Invoice: 1LKX-LPJH-JM1W				69464						
	75.06	0100-20-200-14-00-510001-				POLICE-Departmental supplies				
						Departmental Supplies				
				71305	1WWT-GJKG-7XGX		10/09/2025		101625	48.14
Invoice: 1WWT-GJKG-7XGX				69467						
	48.14	5101-50-400-24-00-510202-				SHOP - POWER SONIC GENUINE PS 12V 18 AH				
						Hardware & Tools				
				71309	1D66-J7XT-4PF4		10/06/2025		101625	150.65
Invoice: 1D66-J7XT-4PF4				69471						
	132.44	0100-10-110-03-00-510001-				Office and Department Supplies for ED & CM Depts.				
	9.10	0100-10-110-03-00-510000-				Departmental Supplies				
	9.11	0100-10-125-06-00-510000-				Office Supplies				
						Office Supplies				
				71310	11NW-4L3J-GJ1G		10/08/2025		101625	42.22
Invoice: 11NW-4L3J-GJ1G				69472						
	21.11	0100-10-125-06-00-510000-				Extension Cord & Coffee Machine Organizer				
						Office Supplies				

City of Shafter

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC			
				21.11	0100-10-110-03-00-510000-			Office Supplies	
				71355	1TGJ-NNWP-WKQW	10/11/2025		101625	-35.37
				69516					
Invoice: 1TGJ-NNWP-WKQW								Credit for Invoice: 13QR-3C6K-WRY7	
				-17.69	0100-10-125-06-00-510000-			Office Supplies	
				-17.68	0100-10-110-03-00-510000-			Office Supplies	
				71357	13QR-3C6K-WRY7	10/11/2025		101625	35.37
				69518					
Invoice: 13QR-3C6K-WRY7								Reordered Coffee Machine Organizer	
				17.69	0100-10-125-06-00-510000-			Office Supplies	
				17.68	0100-10-110-03-00-510000-			Office Supplies	
				71400	13P4-39M3-7L4X	10/14/2025		101625	38.60
				69558					
Invoice: 13P4-39M3-7L4X								DEPARTMENTAL SUPPLIES	
				12.86	0100-10-145-13-00-510001-			Departmental Supplies	
				12.86	0100-10-405-27-00-510001-			Departmental Supplies	
				12.88	0100-10-405-26-00-510001-			Departmental Supplies	
				71401	1NMQ-V3TV-1GRF	10/14/2025		101625	89.96
				69559					
Invoice: 1NMQ-V3TV-1GRF								DEPARTMENTAL SUPPLIES	
				29.98	0100-10-145-13-00-510001-			Departmental Supplies	
				29.98	0100-10-405-27-00-510001-			Departmental Supplies	
				30.00	0100-10-405-26-00-510001-			Departmental Supplies	
								CHECK 1024613 TOTAL:	1,501.97
1024614	10/16/2025	PRTD	356	ALI & OBAID MARKETIN	70471 74	09/16/2025		101625	14.99
				68646					
Invoice: 74						9/16/25		CC Meeting Dinner	
				14.99	0100-10-100-01-00-510006-			Food/Meals	
				70829	68998	09/26/2025		101625	83.88
				68998					
Invoice: 68998								DEPARTMENTAL SUPPLIES - BLDG, CE, PLN	
				27.96	0100-10-145-13-00-510001-			Departmental Supplies	
				27.96	0100-10-405-27-00-510001-			Departmental Supplies	
				27.96	0100-10-405-26-00-510001-			Departmental Supplies	
								CHECK 1024614 TOTAL:	98.87
1024615	10/16/2025	PRTD	751	ZIXCORP SYSTEMS INC	70959 3646429	09/02/2025		101625	6,882.15
				69124					
Invoice: 3646429								AppRiver - Annual Email Threat Protection/Archive	
				6,882.15	5103-50-500-29-00-510150-			Software Subscription	

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		
						CHECK	1024615	TOTAL:	6,882.15
1024616	10/16/2025	PRTD	3 AT&T	71342	1076 SEPT 25	10/10/2025		101625	31.54
				69504					
Invoice: 1076 SEPT 25				31.54	5002-40-400-20-00-510701-	PHONE CHARGES 238	841-1076 338		
							Communications		
				71343	1077 SEPT 25	10/10/2025		101625	31.54
				69505					
Invoice: 1077 SEPT 25				31.54	5002-40-400-20-00-510701-	PHONE CHARGES 238	841-1077 343		
							Communications		
				71344	1079 SEPT 25	10/10/2025		101625	31.54
				69506					
Invoice: 1079 SEPT 25				31.54	5002-40-400-20-00-510701-	PHONE CHARGES 238	841-1079 338		
							Communications		
				71345	3228 SEPT 25	10/10/2025		101625	33.46
				69507					
Invoice: 3228 SEPT 25				33.46	5002-40-400-20-00-510701-	PHONE CHARGES 960	739-3228 555		
							Communications		
						CHECK	1024616	TOTAL:	128.08
1024617	10/16/2025	PRTD	12466 AT&T CALNET 3	71253	9391064477 Sept 25	09/25/2025		101625	285.94
				69415					
Invoice: 9391064477 Sept 25				285.94	0100-20-200-14-00-510701-	POLICE-Phone charges			
							Communications		
				71340	9391012257 SEPT 25	10/10/2025		101625	31.93
				69502					
Invoice: 9391012257 SEPT 25				31.93	5002-40-400-20-00-510701-	PHONE CHARGES			
							Communications		
						CHECK	1024617	TOTAL:	317.87
1024618	10/16/2025	PRTD	1378 AXON ENTERPRISE, INC	71289	INUS383376	10/01/2025		101625	2,025.00
				69451					
Invoice: INUS383376				2,025.00	0100-20-200-14-00-510300-	POLICE-Unit #246	fleet wiring refresh kit		
							Vehicle Operations		
						CHECK	1024618	TOTAL:	2,025.00
1024619	10/16/2025	PRTD	14008 BADGER METER	70946	80211241	09/30/2025		101625	2,971.26
				69111					
Invoice: 80211241				2,971.26	5002-40-400-20-00-510150-	WATER - WATER CHEMICALS-	HYPOCHLORITE - SEPT 25		
							Software Subscription		

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
				E WA00005 -50 -525 -						
				5002-60-400-20-00-580100-			Capital Prj.- Infrastructure			
							CHECK	1024622	TOTAL:	6,876.00
1024623	10/16/2025	PRTD	9327	CALIFORNIA BUILDING	71220 69383	69383	09/30/2025	101625		2,638.80
				Invoice: 69383			CBSC FEES 3RD QTR			
				2,932.00 0100-00-000-00-00-205309-			CBSC Building Fee Deposits			
				-293.20 0100-10-405-26-00-410100-			Building Fees - Misc			
							CHECK	1024623	TOTAL:	2,638.80
1024624	10/16/2025	PRTD	78	CALIFORNIA TURF EQUI	70958 692483	692483	09/30/2025	101625		7,579.48
				Invoice: 692483			PARKS - EQUIPMENT PURCHASE/SAN JAQ AIR POLL			
				7,579.48 0100-30-400-25-00-510202-			Hardware & Tools			
					71132 693087	69296	10/03/2025	101625		188.42
				Invoice: 693087			PARKS - TOOTHED BLADE			
				188.42 0100-30-400-25-00-510202-			Hardware & Tools			
							CHECK	1024624	TOTAL:	7,767.90
1024625	10/16/2025	PRTD	424	CHARTER COMMUNICATIO	71029 167729201092125	167729201092125	09/21/2025	101625		14.80
				Invoice: 167729201092125			Spectrum CITY HALL TV FEES			
				14.80 5103-50-500-29-90-510100-			Service Agreements			
					71224 167729101091425	69387	09/14/2025	101625		361.51
				Invoice: 167729101091425			POLICE-Backup Internet			
				361.51 0100-20-200-14-00-510701-			Communications			
					71225 251061801091425	69388	09/14/2025	101625		270.00
				Invoice: 251061801091425			POLICE-SUB Backup Internet			
				270.00 0100-20-200-14-13-510701-			Communications			
							CHECK	1024625	TOTAL:	646.31
1024626	10/16/2025	PRTD	6980	CIVIC PLUS	71020 352003	352003	12/06/2025	101625		2,135.54
				Invoice: 352003			Full-Service Supplementation Annual Subscription			
				2,135.54 0100-10-120-05-00-510150-			Software Subscription			

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					Cash10755				
					VOUCHER	INVOICE	INV DATE	PO	WARRANT
					DOCUMENT	INVOICE DTL	DESC		
						CHECK	1024632	TOTAL:	137.94
1024633	10/16/2025	PRTD	1210	MATTHEW HERNANDEZ	71269 1015 69431	09/29/2025	101625		2,800.00
Invoice: 1015					560.00 0100-30-400-25-30-510114-	PARKS - SECURITY PATROL - SEPTEMBER 2025			
					560.00 0100-30-400-25-31-510114-	Contract Services			
					560.00 0100-30-400-25-33-510114-	Contract Services			
					560.00 0100-30-400-25-37-510114-	Contract Services			
					560.00 0100-30-400-25-47-510114-	Contract Services			
						CHECK	1024633	TOTAL:	2,800.00
1024634	10/16/2025	PRTD	1111	DENNIS FIDLER	71017 69181 69181	10/06/2025	101625		293.00
Invoice: 69181					293.00 0100-10-405-26-00-510501-	PER DIEM - CALBO EDUCATION WEEK - COSTA MESA Training			
						CHECK	1024634	TOTAL:	293.00
1024635	10/16/2025	PRTD	11059	DIVERSIFIED PROJECT	71270 9575589 69432	09/29/2025	20250354 101625		8,227.50
Invoice: 9575589					8,227.50	NPNS STREET & ROAD IMPROVEMENTS			
					E ST00022 -20 -200	-0308-SJAPC			
					0308-60-400-19-02-580100-	Capital Prj.- Infrastructure			
					71271 9575590 69433	09/29/2025	20250354 101625		19,385.52
Invoice: 9575590					19,385.52	NPNS STREET & ROAD IMPROVEMENTS			
					E ST00022 -20 -200	-0308-CalTr			
					0308-60-400-19-02-580100-	Capital Prj.- Infrastructure			
						CHECK	1024635	TOTAL:	27,613.02
1024636	10/16/2025	PRTD	9887	DOOLEY ENTERPRISES I	71247 27931 69410	09/24/2025	101625		79.72
Invoice: 27931					79.72 0100-20-200-14-00-510001-	POLICE-5.56MM M200 BLANK 2 Departmental Supplies			
						CHECK	1024636	TOTAL:	79.72
1024637	10/16/2025	PRTD	694	DP TRADING	70808 0925114 68980	09/19/2025	101625		598.35
Invoice: 0925114					598.35 0100-10-135-09-00-510116-	Service Awards Pins New Logo Employee Dev & Reten (SEDAC)			

City of Shafter

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC	
						CHECK	1024637	TOTAL:	598.35
1024638	10/16/2025	PRTD	14458	EMTS INC	71278 69440	10208617	09/25/2025	101625	1,025.00
Invoice: 10208617				1,025.00	0808-40-400-19-04-510110-	GOSSAMER/FLIGHT PARK LANDSCAPE - IRRIGATION REPAIR Landscaping Services			
						CHECK	1024638	TOTAL:	1,025.00
1024639	10/16/2025	PRTD	11510	ERIC D VASQUEZ	71181 69345	135NOINV10082025	10/07/2025	101625	58.00
Invoice: 135NOINV10082025				58.00	0100-40-400-19-02-510400-	Reimbursement for Class B DL Renewal Professional Services			
						CHECK	1024639	TOTAL:	58.00
1024640	10/16/2025	PRTD	158	FARM PUMP & IRRIGATI	70961 69126	I0016831	09/23/2025	101625	24.20
Invoice: I0016831				24.20	5002-40-400-20-00-510200-	WATER - 2x12 PVC NIPPLE Repairs & Maintenance			
						CHECK	1024640	TOTAL:	24.20
1024641	10/16/2025	PRTD	14044	FASTENAL COMPANY	70963 69128	CABAE32791	09/24/2025	20250036 101625	135.74
Invoice: CABAE32791				27.14	0100-40-400-19-02-510001-	ALL PW'S - VENDING MACHINE SUPPLIES			
				27.15	0100-30-400-25-00-510001-	Departmental Supplies			
				27.15	5000-40-400-21-00-510001-	Departmental Supplies			
				27.15	5002-40-400-20-00-510001-	Departmental Supplies			
				27.15	5101-50-400-24-00-510001-	Departmental Supplies			
				70964	CABAE32832	09/26/2025	20250036 101625	158.12	
Invoice: CABAE32832				31.64	0100-40-400-19-02-510001-	ALL PW'S - VENDING MACHINE SUPPLIES			
				31.62	0100-30-400-25-00-510001-	Departmental Supplies			
				31.62	5000-40-400-21-00-510001-	Departmental Supplies			
				31.62	5002-40-400-20-00-510001-	Departmental Supplies			
				31.62	5101-50-400-24-00-510001-	Departmental Supplies			
				70965	CABA32775	09/23/2025	20250036 101625	383.11	
Invoice: CABA32775				76.63	0100-40-400-19-02-510001-	ALL PW'S - VENDING MACHINE SUPPLIES			
				76.62	0100-30-400-25-00-510001-	Departmental Supplies			
				76.62	5000-40-400-21-00-510001-	Departmental Supplies			

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CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE DTL	DESC				
Invoice: 546598A	381.00	5002-40-400-20-00-510905-		70970 69135	546400A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	09/19/2025		101625	125.00
Invoice: 546400A	125.00	5002-40-400-20-00-510905-		70972 69137	545016A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	07/21/2025		101625	35.00
Invoice: 545016A	35.00	5002-40-400-20-00-510905-		70975 69140	544382A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	07/08/2025		101625	125.00
Invoice: 544382A	125.00	5002-40-400-20-00-510905-		70977 69141	544183A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	10/02/2025		101625	245.00
Invoice: 544183A	245.00	5002-40-400-20-00-510905-		70978 69142	544181A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	10/02/2025		101625	125.00
Invoice: 544181A	125.00	5002-40-400-20-00-510905-		70979 69143	544016A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	10/02/2025		101625	135.00
Invoice: 544016A	135.00	5002-40-400-20-00-510905-		70980 69144	544015A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	10/02/2025		101625	173.00
Invoice: 544015A	173.00	5002-40-400-20-00-510905-		70981 69145	543850A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	10/02/2025		101625	239.00
Invoice: 543850A	239.00	5002-40-400-20-00-510905-		70982 69146	543849A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	10/02/2025		101625	173.00
Invoice: 543849A	173.00	5002-40-400-20-00-510905-		70983 69147	546226A	BACTERIOLOGICAL TESTING FOR WATER SYSTEM Water Testing/Samples	09/12/2025		101625	65.00
Invoice: 546226A	65.00	5002-40-400-20-00-510905-								

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			
				70984 69148	546200A		09/12/2025		101625	633.00
Invoice: 546200A		633.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				70985 69149	546600A		09/26/2025		101625	207.00
Invoice: 546600A		207.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				70986 69150	546608A		09/25/2025		101625	431.00
Invoice: 546608A		431.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				70987 69151	546773A		09/29/2025		101625	125.00
Invoice: 546773A		125.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				70988 69152	54677A		09/29/2025		101625	185.00
Invoice: 54677A		185.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				70989 69153	546775A		09/29/2025		101625	125.00
Invoice: 546775A		125.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				70990 69154	546776A		09/29/2025		101625	125.00
Invoice: 546776A		125.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				70991 69155	546777A		09/29/2025		101625	125.00
Invoice: 546777A		125.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				70992 69156	544378A		07/02/2025		101625	1,145.00
Invoice: 544378A		1,145.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				70993 69157	543855A		10/03/2025		101625	665.00
Invoice: 543855A		665.00	5002-40-400-20-00-510905-			BACTERIOLOGICAL TESTING FOR WATER SYSTEM	Water Testing/Samples			
				71306	546395A		10/07/2025		101625	715.00

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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			
Invoice: 546395A						69468				
				715.00	5002-40-400-20-00-510905-		BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
						71307 546609A	10/07/2025		101625	573.00
						69469				
Invoice: 546609A							BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				573.00	5002-40-400-20-00-510905-		Water Testing/Samples			
						71308 546771A	10/02/2025		101625	103.00
						69470				
Invoice: 546771A							BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				103.00	5002-40-400-20-00-510905-		Water Testing/Samples			
						71316 546772A	10/02/2025		101625	65.00
						69478				
Invoice: 546772A							BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				65.00	5002-40-400-20-00-510905-		Water Testing/Samples			
						71372 546975A	10/09/2025		101625	27.00
						69532				
Invoice: 546975A							BACTERIOLOGICAL TESTING FOR WATER SYSTEM			
				27.00	5002-40-400-20-00-510905-		Water Testing/Samples			
								CHECK	1024644 TOTAL:	7,320.00
1024645	10/16/2025	PRTD	13646	FOSTER & FOSTER CONS	71382	38232	10/08/2025		101625	2,250.00
						69541				
Invoice: 38232							Prep of the 06/30/25 GASBS 68 report-CALPERS plans			
				2,250.00	0100-10-140-10-00-510400-		Professional Services			
								CHECK	1024645 TOTAL:	2,250.00
1024646	10/16/2025	PRTD	2802	FRESNO CITY COLLEGE	71256	19509745	09/29/2025		101625	107.00
						69418				
Invoice: 19509745							POLICE-CTO registration for J. Ryan			
				107.00	0100-20-200-14-00-510501-		Training			
								CHECK	1024646 TOTAL:	107.00
1024647	10/16/2025	PRTD	12391	GCI EQUIPMENT RENTAL	71056	194067-1	10/01/2025		101625	627.31
						69220				
Invoice: 194067-1							WATER - WELL #8 - TRACTOR SKID/SKID BREAKER/HITCH			
				627.31	5002-40-400-20-00-510200-		Repairs & Maintenance			
								CHECK	1024647 TOTAL:	627.31

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL	DESC		
1024648	10/16/2025	PRTD	32 GRAINGER	71057 69221	9637013138	09/10/2025		101625	168.38
Invoice: 9637013138				168.38	5002-40-400-20-00-510200-	WATER - FILTER CARTRIDGE Repairs & Maintenance			
						CHECK	1024648	TOTAL:	168.38
1024649	10/16/2025	PRTD	1444 HILLCREST SHEET META	71272 69434	960029286	10/03/2025		101625	474.00
Invoice: 960029286				474.00	5004-40-500-30-01-510100-	SITE #7 FANUCCHI - HVAC MAINTENANCE SERVICES Service Agreements			
				71273 69435	960029287	10/03/2025		101625	718.00
Invoice: 960029287				718.00	5100-50-405-28-15-510100-	ANIMAL CONTROL - HVAC MAINTENANCE SERVICES Service Agreements			
				71274 69436	960029288	10/03/2025		101625	1,075.00
Invoice: 960029288				1,075.00	5100-50-405-28-90-510205-	CITY HALL - REPAIR LEAK IN HVAC Building Repair & Maintenance			
				71275 69437	960029289	10/03/2025		101625	1,253.00
Invoice: 960029289				1,253.00	5100-50-405-28-20-510100-	ENGINEERING - HVAC MAINTENANCE SERVICES Service Agreements			
				71276 69438	960029290	10/03/2025		101625	454.00
Invoice: 960029290				454.00	5103-50-500-29-70-510200-	SITE #8 LERDO - HVAC MAINTENANCE SERVICES Repairs & Maintenance			
				71277 69439	960029340	10/03/2025		101625	600.00
Invoice: 960029340				600.00	0100-30-400-25-55-510205-	VETERAN'S HALL - HVAC MAINTENANCE SERVICES Building Repair & Maintenance			
				71339 69501	960029166	10/02/2025		101625	503.00
Invoice: 960029166				503.00	5100-50-405-28-20-510205-	ENGINEERING - REPAIR TO HVAC Building Repair & Maintenance			
				71341 69503	960029185	10/03/2025		101625	1,240.00
Invoice: 960029185				1,240.00	5100-50-405-28-15-510205-	ANIMAL CONTROL - REPAIR THERMOSTAT AND HVAC Building Repair & Maintenance			
						CHECK	1024649	TOTAL:	6,317.00

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		
1024650	10/16/2025	PRTD	2	HITCHCOCK'S AUTO PAR	71048 428148 69212		09/24/2025		101625	61.12
	Invoice: 428148			61.12	0100-30-400-25-00-510202-		PARKS - 3/8 DR TP TX SET	Hardware & Tools		
					71054 428224 69218		09/25/2025		101625	29.90
	Invoice: 428224			29.90	0100-30-400-25-00-510300-		PARK - FULL SYN DEXOS 0w20	Vehicle Operations		
					71055 428633 69219		10/03/2025		101625	70.75
	Invoice: 428633			70.75	0100-40-400-19-02-510001-		STREETS #214 - BAG OF RAGS/SLIKC MIST INTE/TIRE	Departmental Supplies		
					71073 428616 69236		10/03/2025		101625	1,120.03
	Invoice: 428616			1,120.03	0100-40-400-19-02-510204-		STREETS - MESSAGE BOARD - 6V BATTERY	Equipment Repair		
					71077 426075 69241		08/21/2025		101625	22.17
	Invoice: 426075			22.17	5003-40-140-12-00-510300-		TRANSIT AMBER LED LIGHT	Vehicle Operations		
					71165 423358 69329		07/03/2025		101625	6.28
	Invoice: 423358			6.28	0100-20-200-14-00-510300-		POLICE-Unit #181 Mini light bulb	Vehicle Operations		
					71172 423339 69336		07/03/2025		101625	11.06
	Invoice: 423339			11.06	0100-20-200-14-00-510300-		POLICE-Unit #181 Air filter	Vehicle Operations		
					71332 428753 69494		10/06/2025		101625	7.10
	Invoice: 428753			7.10	5002-40-400-20-00-510300-		WATER - TERMINAL TOP/BAT TERM BOLT	Vehicle Operations		
					71333 428752 69495		10/06/2025		101625	18.40
	Invoice: 428752			18.40	0100-30-400-25-00-510204-		PARKS - TRAILER PINS	Equipment Repair		
					71334 428823 69496		10/07/2025		101625	46.90
	Invoice: 428823			46.90	5002-40-400-20-00-510300-		WATER - BATTERY CABLE	Vehicle Operations		
					71335 428994		10/09/2025		101625	7.78

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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				
69497										
Invoice: 428994			7.78	0100-40-400-19-02-510300-		STREETS #114 - FUEL TRMT				
					71336	429049	10/10/2025	101625	78.34	
					69498					
Invoice: 429049			78.34	5101-50-400-24-00-510202-		SHOP - GREASE GUN/SKT/MICRO2/STAPLEX				
					71337	429025	10/10/2025	101625	79.71	
					69499					
Invoice: 429025			79.71	5002-40-400-20-00-510300-		WATER #224 - OIL FILTER/AIR FILTER/OIL 5W30				
					71338	429024	10/10/2025	101625	24.66	
					69500					
Invoice: 429024			24.66	5101-50-400-24-00-510001-		SHOP - STINGER FLASH LIGHT				
					71376	429171	10/13/2025	101625	40.82	
					69536					
Invoice: 429171			40.82	0100-40-400-19-02-510001-		STREETS - SWIVEL GRIPPER				
					71377	429071	10/10/2025	101625	46.61	
					69537					
Invoice: 429071			46.61	0100-40-400-19-02-510001-		STREETS #214 - AA MICROFIBER/CLEANER/CAR SCENT				
							CHECK	1024650 TOTAL:	1,671.63	
1024651	10/16/2025	PRTD	13383	HOME DEPOT CREDIT SE	71058	9351686	09/25/2025	101625	325.75	
					69222					
Invoice: 9351686			325.75	5003-40-140-12-00-510200-		DIAL-A-RIDE - CA LBR FEE/PREMIU CUT/DECKOVER/LOOP				
					71059	7513130	08/22/2025	101625	237.07	
					69223					
Invoice: 7513130			237.07	5100-50-405-28-50-510205-		LEARNING CENTER - DW 20 XR BL COMPACT				
					71060	6045072	09/02/2025	101625	104.03	
					69224					
Invoice: 6045072			104.03	5100-50-405-28-50-510205-		LEARNING CENTER - REDWOOD/PENCIL/FIR/OIL RED CHS				
					71074	8190647	09/10/2025	101625	582.37	
					69237					
Invoice: 8190647			582.37	5001-40-400-22-00-510114-		EDIBLE FOOD - REFRIGERATOR				

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC		
						CHECK	1024651	TOTAL:	1,249.22
1024652	10/16/2025	PRTD	10148	INFOSEND INC	71414 296531 69572	09/30/2025		101625	462.00
				Invoice: 296531			MONTHLY SERVICE FEE SEPTEMBER 2025		
				115.50	5000-40-400-21-00-510400-		Professional Services		
				115.50	5001-40-400-22-00-510400-		Professional Services		
				231.00	5002-40-400-20-00-510400-		Professional Services		
					71415 296263 69573	09/30/2025		101625	3,196.99
				Invoice: 296263			UTILITY BILL, DELINQUENT NOTICE PROCESSING		
				799.25	5000-40-400-21-00-510400-		Professional Services		
				799.25	5001-40-400-22-00-510400-		Professional Services		
				1,598.49	5002-40-400-20-00-510400-		Professional Services		
						CHECK	1024652	TOTAL:	3,658.99
1024653	10/16/2025	PRTD	11455	JAS PACIFIC	71349 BI15143 69510	09/09/2025	40	101625	5,987.50
				Invoice: BI15143			JAS PACIFIC - PLAN CHECK AND INSPECTOR SERVICES		
				5,987.50	0100-10-405-26-00-510400-		Professional Services		
					71350 BI15175 69511	10/06/2025	40	101625	17,962.50
				Invoice: BI15175			JAS PACIFIC - PLAN CHECK AND INSPECTOR SERVICES		
				17,962.50	0100-10-405-26-00-510400-		Professional Services		
						CHECK	1024653	TOTAL:	23,950.00
1024654	10/16/2025	PRTD	1453	JTS MODULAR, INC.	71383 PAYMENT APP #4 69543	09/30/2025	20250397	101625	327,370.00
				Invoice: PAYMENT APP #4			SHAFTER POLICE DEPARTMENT SUB MODULAR PROJECT		
				327,370.00					
					E PD00001 -50 -525 -0308				
					0308-60-200-14-00-580200-				
							Capital Prj.- Buildings & Imp.		
						CHECK	1024654	TOTAL:	327,370.00
1024655	10/16/2025	PRTD	1291	KAMAL SIADA	71311 125NOINV10102025 69473	10/10/2025		101625	185.00
				Invoice: 125NOINV10102025			Per Diem - 2025 California Economic Summit Training		
				185.00	0100-10-125-06-00-510501-				
						CHECK	1024655	TOTAL:	185.00

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
1024656	10/16/2025	PRTD	231 KERN ASPHALT PAVING	71062 69226	2053081-671		08/31/2025	20250391	101625	18,836.25
Invoice: 2053081-671				18,836.25			2025 Sand Sealing Project - Kern Asphalt			
				E ST00006 -50 -525 -			Capital Prj.- Other Imp.			
				0204-60-400-19-02-580300-						
				71133 69297	2053081-708		09/26/2025	60	101625	15,467.00
Invoice: 2053081-708				15,467.00	5002-40-400-20-00-510200-		Zerker Road Repairs- Water Department Repairs & Maintenance			
				71185 69349	2053081-709		09/26/2025	129	101625	33,463.00
Invoice: 2053081-709				33,463.00	5002-40-400-20-00-510200-		WATER - PIPE REPAIR ON FANUCCHI Repairs & Maintenance			
				71186 69350	2053081-707		09/26/2025	129	101625	8,627.00
Invoice: 2053081-707				8,627.00	5002-40-400-20-00-510200-		WATER - PIPE REPAIR ON FANUCCHI Repairs & Maintenance			
				CHECK 1024656 TOTAL:						76,393.25
1024657	10/16/2025	PRTD	1951 KERN CO DISTRICT ATT	71255 69417	2425_Shafter		09/26/2025		101625	20,062.08
Invoice: 2425_Shafter				20,062.08	0100-20-200-14-00-510120-		POLICE-FY 24-25 DUI Billing DUI Crime Lab			
				CHECK 1024657 TOTAL:						20,062.08
1024658	10/16/2025	PRTD	1021 KERN COUNTY CLERKS O	71326 69488	NOINV-10.21.2025		10/10/2025		101625	3,018.75
Invoice: NOINV-10.21.2025				2,968.75	0100-10-145-13-00-510400-		CDFW & PROCESSING FEE Professional Services			
				50.00	0100-10-145-13-00-510400-		Professional Services			
				CHECK 1024658 TOTAL:						3,018.75
1024659	10/16/2025	PRTD	607 KERN COUNTY HOSPITAL	71174 69338	8000001070		09/05/2025		101625	147.90
Invoice: 8000001070				147.90	0100-20-200-14-00-510400-		POLICE-Venipuncture Collection Professional Services			
				CHECK 1024659 TOTAL:						147.90

City of Shafter

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC			
1024660	10/16/2025	PRTD	801 KERN COUNTY SHERIFF'	71249 69412	2025-32-1	09/24/2025		101625	1,250.00
Invoice: 2025-32-1				1,250.00	0100-20-200-14-00-510115-	POLICE-Materials, books and EVOC for J. Gonzalez Recruitment			
						CHECK	1024660	TOTAL:	1,250.00
1024661	10/16/2025	PRTD	14379 KERN COUNTY SUPT OF	71222 69385	69385	09/30/2025		101625	261,516.47
Invoice: 69385				261,806.47	0100-00-000-00-00-205306-	SEPT. DEPOSIT School Fee Deposits Building Fees - Misc			
				-290.00	0100-10-405-26-00-410100-				
						CHECK	1024661	TOTAL:	261,516.47
1024662	10/16/2025	PRTD	1186 KEVIN ARCHULETA	71176 69340	Per diem 9/10/25	09/10/2025		101625	899.00
Invoice: Per diem 9/10/25				449.50	0100-20-200-14-00-510505-	POLICE-Supervisory Course Week 1 & 2 Travel			
				449.50	0100-20-200-14-00-510505-	Travel			
						CHECK	1024662	TOTAL:	899.00
1024663	10/16/2025	PRTD	170 KOEFRA INDUSTRIES,	71428 69585	0000679850	09/30/2025		101625	693.00
Invoice: 0000679850				693.00	0100-20-200-15-00-510100-	carcass removal service Service Agreements			
						CHECK	1024663	TOTAL:	693.00
1024664	10/16/2025	PRTD	653 KSI ENGINEERING, INC	71063 69227	115700	09/24/2025	97	101625	4,500.00
Invoice: 115700				4,500.00	0100-40-400-18-00-510401-	Rail Lease Agreement Engineering Services			
						CHECK	1024664	TOTAL:	4,500.00
1024665	10/16/2025	PRTD	1393 KENNY WILLIAMS	71223 69386	25003	09/17/2025		101625	6,357.50
Invoice: 25003				6,357.50	0100-20-200-14-00-510400-	POLICE-BWC Audit Professional Services			
						CHECK	1024665	TOTAL:	6,357.50

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CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC	
1024666	10/16/2025	PRTD	1233 LANCE LIPPINCOTT	71312 69474	110NOINV10102025	10/10/2025		101625	111.00
Invoice: 110NOINV10102025				111.00	0100-10-110-03-00-510501-	Per Diem - 2025 California Economic Summit Training			
						CHECK	1024666	TOTAL:	111.00
1024667	10/16/2025	PRTD	379 FLORENTINO MACIAS JR	71079 69243	NOINV - 10.01.2025	10/01/2025		101625	480.00
Invoice: NOINV - 10.01.2025				480.00	5003-40-140-12-00-510200-	TRANSIT TRAILER - DEEP CLEANING Repairs & Maintenance			
				71080 69244	4	09/30/2025		101625	2,768.00
Invoice: 4				2,768.00	5100-50-405-28-20-510109-	ENGINEERING-JANITORIAL SERVICES - SEPTEMBER 2025 Janitorial Services			
				71081 69245	3	09/30/2025		101625	3,277.38
Invoice: 3				3,277.38	0100-30-400-25-55-510109-	VETERAN'S HALL - AFTER EVENT CLEANING - SEPT 2025 Janitorial Services			
				71082 69246	5	09/30/2025		101625	4,149.93
Invoice: 5				113.93	5100-50-405-28-20-510001-	ALL PW'S - JANITORIAL SERVICES - SEPTEMBER 2025 Departmental Supplies			
				4,036.00	5100-50-405-28-20-510109-	Janitorial Services			
				71258 69420	7	09/30/2025		101625	880.00
Invoice: 7				880.00	0100-20-200-14-13-510109-	POLICE-SUB Janitorial services Sept 25 Janitorial Services			
				71259 69421	6	09/30/2025		101625	5,050.72
Invoice: 6				4,324.00	5100-50-405-28-14-510109-	POLICE-Janitorial services Sept 25 Janitorial Services			
				726.72	0100-20-200-14-00-510001-	Departmental Supplies			
				71328 69490	500	10/10/2025		101625	3,770.82
Invoice: 500				3,460.00	5100-50-405-28-90-510109-	CITY HALL JANITORIAL SERVICES SEPTEMBER 2025 Janitorial Services			
				310.82	5100-50-405-28-90-510001-	Departmental Supplies			
				71329 69491	1	10/10/2025		101625	1,394.00
Invoice: 1				1,394.00	5100-50-405-28-91-510109-	ANNEX JANITORIAL SERVICES SEPTEMBER 2025 Janitorial 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	1024667	TOTAL:	21,770.85
1024668	10/16/2025	PRTD	4174	MICHAEL JAMES	71064 69228	NOINV - 09.26.2025	09/26/2025	101625	214.50
				Invoice: NOINV - 09.26.2025	214.50	0100-40-400-18-00-510505-	PER DIEM - CITY MANAGER'S RETREAT 11.05.2025 Travel		
						CHECK	1024668	TOTAL:	214.50
1024669	10/16/2025	PRTD	858	MUNICIPAL MNGMNT ASS	71296 69458	14196	10/03/2025	101625	725.00
				Invoice: 14196	725.00	0100-20-200-14-00-510501-	POLICE-MMASC Annual Conference #305 Training		
						CHECK	1024669	TOTAL:	725.00
1024670	10/16/2025	PRTD	1547	MOBILE AG & INDUSTRI	71125 69289	120933	09/22/2025	101625	137.48
				Invoice: 120933	137.48	5002-40-400-20-00-510200-	WATER - CALIBRATION GAS/LITERS Repairs & Maintenance		
						CHECK	1024670	TOTAL:	137.48
1024671	10/16/2025	PRTD	1539	BRIAN KEITH SKELTON	71078 69242	4424	09/30/2025	101625	1,043.71
				Invoice: 4424	1,043.71	5002-40-400-20-00-510200-	WATER - WELL #14 - REPAIR TO ENGINE Repairs & Maintenance		
						CHECK	1024671	TOTAL:	1,043.71
1024672	10/16/2025	PRTD	1900	MUNISERVICES	71385 69544	INV06-021754	09/30/2025	101625	2,940.00
				Invoice: INV06-021754	2,940.00	0100-10-140-10-00-510100-	ACFR - September 2025 Service Agreements		
						CHECK	1024672	TOTAL:	2,940.00
1024673	10/16/2025	PRTD	1299	NEUTERING NOMAD INC.	71423 69581	2337016	09/26/2025	101625	1,250.00
				Invoice: 2337016	1,250.00	0100-20-200-55-00-510106-	Veterinarian Premise Permit Maintenance Subscriptions & Dues		
							09/26/2025	101625	525.00
				Invoice: 2337014	525.00	0100-20-200-55-00-510124-	Spay/Neuter/Vaccine Services Spay/Neuter Expenses		

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	1024673	TOTAL:	1,775.00
1024674	10/16/2025	PRTD	256 NOR SANITARY DISTRIC	71086	2458	07/22/2025		101625	64,610.46
Invoice: 2458				69250		WWTP O&M MONTHLY CHARGES - JUNE 2025			
				64,610.46	5000-40-400-21-00-510114-	Contract Services			
				71087	2475	09/24/2025		101625	54,663.13
Invoice: 2475				69251		WWTP O&M MONTHLY CHARGES - AUGUST 2025			
				54,663.13	5000-40-400-21-00-510114-	Contract Services			
				71088	2459	07/23/2025		101625	166,394.84
Invoice: 2459				69252		WWTP - UPGRADE/EXPANSION PROJECT - JUNE 2025			
				166,394.84		Capital Prj.- Infrastructure			
				E WW00010	-20	-200	-5000		
				5000-60-400-21-00-580100-					
				71090	2476	09/25/2025		101625	862.39
Invoice: 2476				69254		WWTP - UPGRADE/EXPANSION PROJECT - SEPT 2025			
				862.39		Capital Prj.- Infrastructure			
				E WW00010	-20	-200	-5000		
				5000-60-400-21-00-580100-					
						CHECK	1024674	TOTAL:	286,530.82
1024675	10/16/2025	PRTD	9992 O'REILLY AUTOMOTIVE	71091	2947-423606	09/10/2025		101625	41.86
Invoice: 2947-423606				69255		PARKS #54 - OIL FILTER/5QT MOTOR OIL/1AT MOTOR OIL			
				41.86	0100-30-400-25-00-510300-	Vehicle Operations			
				71092	2947-424520	09/16/2025		101625	-22.00
Invoice: 2947-424520				69256		PARKS - CORE RETURN			
				-22.00	0100-30-400-25-00-510300-	Vehicle Operations			
				71093	2947-424674	09/17/2025		101625	21.17
Invoice: 2947-424674				69257		SHOP - GL-WIPER FLD			
				21.17	5101-50-400-24-00-510300-	Vehicle Operations			
				71094	2947-425050	09/19/2025		101625	19.03
Invoice: 2947-425050				69258		PARKS #316 - AIR FILTER			
				19.03	0100-30-400-25-00-510300-	Vehicle Operations			
				71095	2947-425012	09/19/2025		101625	57.64

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: 2947-425012				69259					
	57.64	0100-30-400-25-00-510300-			PARKS #316 - OIL FILTER/5 QT MOTOR OIL/1 QT MOTOR	Vehicle Operations			
				71096	2947-425007	09/19/2025		101625	-22.00
Invoice: 2947-425007				69260					
	-22.00	0100-40-400-18-00-510300-			ENGINEERING - CORE RETURN	Vehicle Operations			
				71097	2947-424999	09/19/2025		101625	27.32
Invoice: 2947-424999				69261					
	27.32	5101-50-400-24-00-510202-			SHOP - SOCKET	Hardware & Tools			
				71098	2947-424998	09/19/2025		101625	228.29
Invoice: 2947-424998				69262					
	228.29	0100-40-400-18-00-510300-			ENGINEERING #115 - BATTERY/CORE CHARGE/BATTERY FEE	Vehicle Operations			
				71099	2947-425697	09/23/2025		101625	132.38
Invoice: 2947-425697				69263					
	132.38	5002-40-400-20-00-510300-			WATER - MOTOR OIL/APPLICATR/BATT BRUSH/METAL PLS	Vehicle Operations			
				71100	2947-426906	10/02/2025		101625	31.09
Invoice: 2947-426906				69264					
	31.09	0100-30-400-25-33-510202-			PARKS - VETERAN'S - 13PC STAR	Hardware & Tools			
					CHECK	1024675 TOTAL:			514.78
1024676	10/16/2025	PRTD	21	OFFICE DEPOT BUSINES	71254	438497418001	09/26/2025	101625	208.48
Invoice: 438497418001				69416					
	208.48	0100-20-200-14-00-510000-			POLICE-Office supplies	Office Supplies			
					CHECK	1024676 TOTAL:			208.48
1024677	10/16/2025	PRTD	14271	OILDALE MUTUAL WATER	71102	NOINV - 09.30.2025	10/01/2025	101625	716.15
Invoice: NOINV - 09.30.2025				69266					
	716.15	0808-40-400-19-04-510704-			WATER - ACCT #016937 - 9350 7TH STANDARD-LANDCS	water			
				71103	NOINV - 09.29.2025	10/01/2025		101625	517.45
Invoice: NOINV - 09.29.2025				69267					
	517.45	0808-40-400-19-04-510704-			WATER - ACCT #027652 - 9600 AMBERDALE WAY (PARK)	water			
				71104	NOINV - 09.28.2025	10/01/2025		101625	34.30
				69268					

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				Cash10755				
				VOUCHER	INVOICE	INV DATE	PO	WARRANT
				DOCUMENT	INVOICE	DTL	DESC	NET
Invoice: NOINV - 09.28.2025	34.30	0808-40-400-19-04-510704-						
				71105 69269	NOINV - 09.27.2025	10/01/2025		105.85
Invoice: NOINV - 09.27.2025	105.85	0808-40-400-19-04-510704-						
				71106 69270	NOINV - 09.26.2025	10/01/2025		402.25
Invoice: NOINV - 09.26.2025	402.25	0808-40-400-19-04-510704-						
				71107 69271	NOINV - 09.25.2025	10/01/2025		712.55
Invoice: NOINV - 09.25.2025	712.55	0808-40-400-19-04-510704-						
				71108 69272	NOINV - 09.24.2025	10/01/2025		758.15
Invoice: NOINV - 09.24.2025	758.15	0808-40-400-19-04-510704-						
				71109 69273	NOINV - 09.23.2025	10/01/2025		1,684.05
Invoice: NOINV - 09.23.2025	1,684.05	0808-40-400-19-04-510704-						
				71110 69274	NOINV - 09.22.2025	10/01/2025		1,150.55
Invoice: NOINV - 09.22.2025	1,150.55	0808-40-400-19-04-510704-						
				71111 69275	NOINV - 09.21.2025	10/01/2025		34.30
Invoice: NOINV - 09.21.2025	34.30	0808-40-400-19-04-510704-						
				71112 69276	NOINV - 09.20.2025	10/01/2025		745.45
Invoice: NOINV - 09.20.2025	745.45	0808-40-400-19-04-510704-						
				71113 69277	NOINV - 09.19.2025	10/01/2025		724.55
Invoice: NOINV - 09.19.2025	724.55	0808-40-400-19-04-510704-						
				71114 69278	NOINV - 09.18.2025	10/01/2025		562.55
Invoice: NOINV - 09.18.2025	562.55	0808-40-400-19-04-510704-						

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC		
				71115 69279	NOINV - 09.17.2025	10/01/2025		101625	772.55
Invoice: NOINV - 09.17.2025				772.55	0808-40-400-19-04-510704-	WATER - ACCT #022325 - 3960	GOSSAMER GRV - LANDSC		
						Water			
				71116 69280	NOINV - 09.16.2025	10/01/2025		101625	648.95
Invoice: NOINV - 09.16.2025				648.95	0808-40-400-19-04-510704-	WATER - ACCT #022388 - 9451	COBBLE CREEK DR		
						Water			
				71117 69281	NOINV - 09.15.2025	10/01/2025		101625	396.95
Invoice: NOINV - 09.15.2025				396.95	0808-40-400-19-04-510704-	WATER - ACCT #026635 - 9005	COBBLE CREEK DR		
						Water			
				71118 69282	NOINV - 09.14.2025	10/01/2025		101625	167.75
Invoice: NOINV - 09.14.2025				167.75	0808-40-400-19-04-510704-	WATER - ACCT #022326 - 3960	GOSSAMER GRV - LNDSC		
						Water			
								CHECK 1024677 TOTAL:	10,134.35
1024678	10/16/2025	PRTD	1548 OMNI FAMILY HEALTH	71379 69542	NOINV01/03/25	01/03/2025		101625	5,000.00
Invoice: NOINV01/03/25				5,000.00					
					E ST00029 -30 -300 -				
					0100-60-400-19-02-580100-				
								Capital Prj.- Infrastructure	
								CHECK 1024678 TOTAL:	5,000.00
1024679	10/16/2025	PRTD	1293 ONE STEP GPS, LLC	71085 69249	95822	09/26/2025		101625	729.00
Invoice: 95822									
				39.05	0100-40-400-18-00-510150-	MONTHLY GPS TRACKING SYSTEM - SEPTEMBER 2025			
				78.11	0100-10-405-26-00-510150-	Software Subscription			
				325.45	0100-40-400-19-02-510150-	Software Subscription			
				78.11	5003-40-140-12-00-510150-	Software Subscription			
				13.02	5101-50-400-24-00-510150-	Software Subscription			
				91.13	0100-30-400-25-00-510150-	Software Subscription			
				52.07	5002-40-400-20-00-510150-	Software Subscription			
				39.05	5006-40-400-23-00-510150-	Software Subscription			
				13.01	5100-50-405-28-00-510150-	Software Subscription			
								CHECK 1024679 TOTAL:	729.00

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		
1024680	10/16/2025	PRTD	15151	ORDIZ-MELBY INC	71399 69557	009153	08/29/2025	20250040 101625	23,350.00
Invoice: 009153				23,350.00	Aquatic Center Building Design				
				E PF00004 -20	-210	-0100	Capital Prj.- Buildings & Imp.		
				0100-60-400-25-52-580200-					
				CHECK 1024680 TOTAL:					23,350.00
1024681	10/16/2025	PRTD	4	PACIFIC GAS & ELECTR	71035 69199	9898158900-9 SEP 25	09/30/2025	101625	10,557.71
Invoice: 9898158900-9 SEP 25				10,557.71	ELECTRICAL CHARGES Power				
				0100-20-200-14-00-510707-					
				71187 69351	9859576522-7 SEPT 25	09/30/2025	101625		38,560.32
Invoice: 9859576522-7 SEPT 25				38,560.32	ELECTRICAL CHARGES Power				
				5002-40-400-20-00-510707-					
				71197 69360	3668776705-7 SEPT 25	09/30/2025	101625		11,419.07
Invoice: 3668776705-7 SEPT 25				11,419.07	ELECTRICAL CHARGES Power				
				5002-40-400-20-00-510707-					
				71199 69362	4006021273-1 SEPT 25	09/30/2025	101625		16,627.42
Invoice: 4006021273-1 SEPT 25				16,627.42	ELECTRICAL CHARGES Power				
				5002-40-400-20-00-510707-					
				71200 69363	8299603596-8 SEPT 25	09/30/2025	101625		5,216.65
Invoice: 8299603596-8 SEPT 25				5,216.65	ELECTRICAL CHARGES Power				
				0100-30-400-25-53-510707-					
				71202 69365	8407410335-3 SEPT 25	09/30/2025	101625		347.68
Invoice: 8407410335-3 SEPT 25				347.68	ELECTRICAL CHARGES Power				
				5000-40-400-21-00-510707-					
				71203 69366	6808476934-5 SEPT 25	09/30/2025	101625		636.93
Invoice: 6808476934-5 SEPT 25				636.93	ELECTRICAL CHARGES Power				
				5002-40-400-20-00-510707-					
				71210 69373	4719291705-3 SEPT 25	09/30/2025	101625		324.94
Invoice: 4719291705-3 SEPT 25				324.94	ELECTRICAL CHARGES Power				
				5000-40-400-21-00-510707-					
				71211	0393879868-7 SEPT 25	09/30/2025	101625		93.97

City of Shafter

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				Cash10755					
				VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE DTL	DESC			
Invoice: 0393879868-7 SEPT 25				69374					
	93.97	0808-40-400-19-04-510707-			ELECTRICAL CHARGES	Power			
				71212	2130406998-8 SEPT 25	09/30/2025		101625	152.56
Invoice: 2130406998-8 SEPT 25				69375					
	41.21	0100-20-200-14-00-510707-			ELECTRICAL CHARGES	Power			
	4.96	0100-20-200-15-00-510707-				Power			
	8.25	0100-40-400-18-00-510707-				Power			
	8.86	0810-40-400-19-04-510707-				Power			
	22.88	0811-40-400-19-04-510707-				Power			
	22.59	5001-40-400-22-00-510707-				Power			
	14.94	5002-40-400-20-00-510707-				Power			
	8.25	5003-40-140-12-00-510707-				Power			
	4.12	5101-50-400-24-00-510707-				Power			
	16.50	5100-50-405-28-17-510707-				Power			
				71213	2974410365-5 SEPT 25	09/30/2025		101625	1,157.02
Invoice: 2974410365-5 SEPT 25				69376					
	1,157.02	5000-40-400-21-00-510707-			ELECTRICAL CHARGES	Power			
				71214	1430578397-0 SEPT 25	09/30/2025		101625	3,433.97
Invoice: 1430578397-0 SEPT 25				69377					
	3,433.97	5002-40-400-20-00-510707-			ELECTRICAL CHARGES	Power			
				71215	7309037098-9 SEPT 25	09/30/2025		101625	7,542.35
Invoice: 7309037098-9 SEPT 25				69378					
	7,542.35	5002-40-400-20-00-510707-			ELECTRICAL CHARGES	Power			
				71216	0007164861-2 SEPT 25	09/30/2025		101625	251.32
Invoice: 0007164861-2 SEPT 25				69379					
	136.45	0100-10-125-06-00-510707-			ELECTRICAL CHARGES	Power			
	114.87	5000-40-400-21-00-510707-				Power			
				71280	2644018719-8 SEPT 25	09/30/2025		101625	58.56
Invoice: 2644018719-8 SEPT 25				69442					
	58.56	0100-40-400-19-04-510707-			ELECTRICAL CHARGES	Power			
				71281	1906024164-3 SEPT 25	09/30/2025		101625	261.92
Invoice: 1906024164-3 SEPT 25				69443					
	261.92	5000-40-400-21-00-510707-			ELECTRICAL CHARGES	Power			
				71282	1098600677-2 SEPT 25	09/30/2025		101625	193.38
Invoice: 1098600677-2 SEPT 25				69444					
					ELECTRICAL CHARGES				

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CHECK NO CHK DATE TYPE VENDOR NAME

				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL	DESC		
	193.38	0808-40-400-19-04-510707-					Power		
				71284 69446	8758714175-2	SEPT 25 09/30/2025		101625	1,939.09
Invoice: 8758714175-2	25						ELECTRICAL CHARGES		
	969.55	5004-40-500-30-01-510707-					Power		
	969.54	5103-50-500-29-70-510707-					Power		
				71285 69447	1110247266-6	SEPT 25 09/30/2025		101625	75.89
Invoice: 1110247266-6	25						ELECTRICAL CHARGES		
	75.89	0100-40-400-19-04-510707-					Power		
				71331 69493	2633336175-1	SEPT 25 10/10/2025		101625	15.28
Invoice: 2633336175-1	25						ELECTRICAL CHARGES		
	15.28	0811-40-400-19-04-510707-					Power		
CHECK 1024681 TOTAL:									98,866.03
1024682	10/16/2025	PRTD	11867	PACIFIC TIRE	71076 69240	46222	08/22/2025	101625	188.55
Invoice: 46222							TRANSIT TE-26 NEW TIRE		
	188.55	5003-40-140-12-00-510303-					Vehicle Operations- Tires		
				71232 69395	45149	09/19/2025		101625	27.68
Invoice: 45149							POLICE-Unit #247 Flat tire repair		
	27.68	0100-20-200-14-00-510300-					Vehicle Operations		
				71233 69396	45158	09/19/2025		101625	100.00
Invoice: 45158							POLICE-Unit #162 Dismount, mount, and balance		
	100.00	0100-20-200-14-00-510300-					Vehicle Operations		
				71244 69407	45185	09/24/2025		101625	103.98
Invoice: 45185							POLICE-Unit #202 New tire sensors		
	103.98	0100-20-200-14-00-510300-					Vehicle Operations		
				71245 69408	45233	09/30/2025		101625	27.14
Invoice: 45233							POLICE-Unit #250 Flat tire repair		
	27.14	0100-20-200-14-00-510300-					Vehicle Operations		
				71351 69512	45244	10/01/2025		101625	27.14
Invoice: 45244							WATER #118 - REPAIR FLAT		
	27.14	5002-40-400-20-00-510300-					Vehicle Operations		
				71352	46287	10/06/2025		101625	27.68

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
Invoice: 46287				69513						
				27.68	5002-40-400-20-00-510300-		WATER #216 - REPAIR FLAT			
							Vehicle Operations			
						CHECK	1024682	TOTAL:		502.17
1024683	10/16/2025	PRTD	705 PERRY MCMASTERS	71402 69560	69560		10/14/2025		101625	174.00
Invoice: 69560										
				174.00	0100-10-405-27-00-510505-		PER DIEM - CACEO CONFERENCE SACRAMENTO 2025			
							Travel			
						CHECK	1024683	TOTAL:		174.00
1024684	10/16/2025	PRTD	1546 PHILLIP NICHOLS	71075 69239	5807B82901		10/02/2025		101625	80.00
Invoice: 5807B82901										
				80.00	0100-10-405-26-00-510505-		SELF PARKING - CALBO CONFERENCE 2025			
							Travel			
						CHECK	1024684	TOTAL:		80.00
1024685	10/16/2025	PRTD	7815 PROFORCE LAW ENFORCE	71250 69413	584549		09/25/2025	20250337	101625	1,560.66
Invoice: 584549										
				1,560.66	0100-20-200-14-00-510001-		POLICE-CONCEAL CARRIER # 300			
							Departmental Supplies			
							09/25/2025	8	101625	1,560.66
Invoice: 584555										
				1,560.66	0100-20-200-14-00-510001-		POLICE-J. Flores vest			
							Departmental Supplies			
						CHECK	1024685	TOTAL:		3,121.32
1024686	10/16/2025	PRTD	12208 QUEST IRRIGATION INC	71120 69284	25-5226		09/12/2025		101625	161.59
Invoice: 25-5226										
				161.59	0100-30-400-25-00-510200-		PARKS - PVC MALE ADAPTER/SOLENOID VALVE/FHS TEE			
							Repairs & Maintenance			
							09/12/2025		101625	226.08
Invoice: 25-5227										
				226.08	0100-30-400-25-00-510202-		PARKS - PLUG DUAL/HOLE PUNCH TOOL/HOSE COUPLING			
							Hardware & Tools			
						CHECK	1024686	TOTAL:		387.67
1024687	10/16/2025	PRTD	276 RICHLAND CHEVROLET	71122 69286	172279		10/03/2025		101625	1,479.94
Invoice: 172279										
							FACILITIES MAINTENANCE - RACKS			

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				VOUCHER	INVOICE	Cash10755 INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC			
1024692	10/16/2025	PRTD	264 RICHARD SALAZAR JR	71264 69426	2025-6015	10/08/2025		101625	8,394.00
Invoice: 2025-6015				8,394.00	0100-30-400-25-55-510205-	VETERAN'S HALL - INSTALL CONOPY FIXTURES/INDOOR MO Building Repair & Maintenance			
						CHECK	1024692	TOTAL:	8,394.00
1024693	10/16/2025	PRTD	1248 RT LAWRENCE CORPORAT	71426 69584	50178	09/30/2025		101625	719.76
Invoice: 50178				179.94	5000-40-400-21-00-510400-	Lockbox Processing Fees for September 2025			
				179.94	5001-40-400-22-00-510400-	Professional Services			
				359.88	5002-40-400-20-00-510400-	Professional Services			
						CHECK	1024693	TOTAL:	719.76
1024694	10/16/2025	PRTD	14190 RYAN HITCHCOCK	71069 69233	6587232001	10/02/2025		101625	80.00
Invoice: 6587232001				80.00	0100-10-405-26-00-510505-	SELF PARKING - CALBO CONFERENCE 2025 Travel			
						CHECK	1024694	TOTAL:	80.00
1024695	10/16/2025	PRTD	13709 SAN JOAQUIN ENGINEER	71134 69298	1257	10/02/2025	20250273	101625	1,055.00
Invoice: 1257				1,055.00	E ST00038.1 -20 -200	STREETS - RECONSTRUCTION PROJECT			
					0204-60-400-19-02-580100-	Capital Prj.- Infrastructure			
				71135	1256	10/02/2025	20250024	101625	577.50
Invoice: 1256				577.50	0100-40-400-18-00-510401-	Plan Check Services- Various Sites Engineering Services			
						CHECK	1024695	TOTAL:	1,632.50
1024696	10/16/2025	PRTD	12962 SEQUOIA EQUIPMENT CO	71136 69300	BAK-5149	10/02/2025		101625	658.72
Invoice: BAK-5149				658.72	0100-40-400-19-02-510204-	STREETS - BACKHOE T4B - REPAIR PARK BRAKE Equipment Repair			
						CHECK	1024696	TOTAL:	658.72

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE	DTL	DESC		
1024697	10/16/2025	PRTD	6355	SHAFTER AUTO BODY &	71290 000403 69452		10/01/2025		101625	90.00
Invoice: 000403				90.00	0100-20-200-14-00-510300-	POLICE-Unit #203 Driver side spot light replacemen Vehicle Operations				
						CHECK	1024697	TOTAL:		90.00
1024698	10/16/2025	PRTD	15015	SHAFTER TRUE VALUE I	71142 2509-248998 69306		09/23/2025		101625	69.69
Invoice: 2509-248998				69.69	0100-40-400-19-02-510001-	STREETS - SUMP - FUEL/OIL/CHAIN LOOP Departmental Supplies				
					71143 2509-248997 69307		09/23/2025		101625	20.15
Invoice: 2509-248997				10.53	0100-40-400-19-02-510200-	WATER - ZINC CORNER IRON/HILLMAN FASTNERS/DRY BIT Repairs & Maintenance				
				9.62	0100-40-400-19-02-510202-	Hardware & Tools				
					71144 2509-249365 69308		09/26/2025		101625	38.15
Invoice: 2509-249365				38.15	0100-40-400-19-02-510001-	STREETS - FUEL/OIL/HAND SANITIZER/CAR FRESHENER Departmental Supplies				
					71145 2509-249351 69309		09/26/2025		101625	6.96
Invoice: 2509-249351				6.96	0100-40-400-19-02-510001-	STREETS - LOADER - GOO GONE GEL Departmental Supplies				
					71146 2509-249350 69310		09/26/2025		101625	39.39
Invoice: 2509-249350				10.69	0100-40-400-19-02-510202-	WATER - MET PAINT/CLR PAINT/COUPLING/DRIVER BIT Hardware & Tools				
				28.70	0100-40-400-19-02-510200-	Repairs & Maintenance				
					71147 2509-249342 69311		09/26/2025		101625	12.42
Invoice: 2509-249342				12.42	0100-40-400-19-02-510001-	STREETS - PRESSURE EASHER - HAND SANITIZER/BLEACH Departmental Supplies				
					71148 2509-249802 69312		09/29/2025		101625	24.66
Invoice: 2509-249802				24.66	0100-40-400-19-02-510001-	STREETS - SUMP - GAL BAR & CHAIN OIL Departmental Supplies				
					71149 2509-249863 69313		09/29/2025		101625	36.21
Invoice: 2509-249863				36.21	5002-40-400-20-00-510200-	WATER - GALV BOX NAIL/BLU MARKING PAINT Repairs & Maintenance				
					71150 2509-249943		09/30/2025		101625	20.90

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				VOUCHER	INVOICE	Cash10755			
						INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL		DESC	
Invoice: 2509-249943				69314					
	20.90	5002-40-400-20-00-510200-				WATER - OUT TWIST PHOTO SENSOR		Repairs & Maintenance	
				71151	2510-250122	10/01/2025		101625	21.41
Invoice: 2510-250122				69315					
	21.41	5002-40-400-20-00-510200-				WATER - CUT/GRIND/MTL DISC		Repairs & Maintenance	
				71152	2510-250387	10/03/2025		101625	52.20
Invoice: 2510-250387				69316					
	52.20	0100-40-400-19-02-510001-				STREETS #117 - CLEANER/TAPE/TOWEL		Departmental Supplies	
				71188	2508-244618	08/25/2025		101625	124.71
Invoice: 2508-244618				69352					
	75.16	5002-40-400-20-00-510200-				WATER - BLADE/GLUE/PEN/KNIFE/DISH SOAP/FASTNERS		Repairs & Maintenance	
	49.55	5002-40-400-20-00-510001-						Departmental Supplies	
				71191	2508-245319	08/30/2025		101625	25.92
Invoice: 2508-245319				69354					
	25.92	5002-40-400-20-00-510001-				WATER - HEX KEY/MISC ITEM		Departmental Supplies	
				71193	2509-247064	09/10/2025		101625	10.50
Invoice: 2509-247064				69356					
	10.50	0100-40-400-19-02-510001-				STREETS - READY MIX 80LB		Departmental Supplies	
				71194	2509-247028	09/10/2025		101625	15.64
Invoice: 2509-247028				69357					
	15.64	0100-40-400-19-02-510001-				STREETS - FUEL/OIL		Departmental Supplies	
				71195	2509-248088	09/17/2025		101625	10.50
Invoice: 2509-248088				69358					
	10.50	0100-40-400-19-02-510001-				STREETS - READY MIX 80LB		Departmental Supplies	
				71196	2509-248211	09/18/2025		101625	6.42
Invoice: 2509-248211				69359					
	6.42	0100-40-400-19-02-510001-				STREETS - 60LB CONCRETE MIX		Departmental Supplies	
				71198	2510-250256	10/02/2025		101625	67.30
Invoice: 2510-250256				69361					
	67.30	5002-40-400-20-00-510001-				WATER - TAPE MEASURE/MARKING PAINT/AERO COATING		Departmental Supplies	
				71219	2509-248945	09/23/2025		101625	101.93
				69382					

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				Cash10755				
				VOUCHER	INVOICE	INV DATE	PO	WARRANT
				NET				
				DOCUMENT	INVOICE DTL	DESC		
				1,030.83	0100-30-400-25-00-510300-	Vehicle Operations		
				1,030.82	5000-40-400-21-00-510300-	Vehicle Operations		
				1,030.82	0100-40-400-19-02-510300-	Vehicle Operations		
				889.25	5003-40-140-12-00-510300-	Vehicle Operations		
				628.19	0100-10-405-26-00-510300-	Vehicle Operations		
				186.25	0100-10-405-27-00-510300-	Vehicle Operations		
				664.75	0100-40-400-18-00-510300-	Vehicle Operations		
				146.21	0100-10-110-03-00-510300-	Vehicle Operations		
				295.00	5100-50-405-28-00-510300-	Vehicle Operations		
				149.62	5103-50-500-29-00-510300-	Vehicle Operations		
				71268	1517	07/31/2025	101625	1,287.00
				69430				
Invoice: 1517				386.10	0100-10-405-26-00-510001-	BUILDING/ALL PW'S - EMROIDERED LOGO FRONT CAPS		
				150.15	5101-50-400-24-00-510001-	Departmental Supplies		
				150.15	5002-40-400-20-00-510001-	Departmental Supplies		
				150.15	0100-30-400-25-00-510001-	Departmental Supplies		
				150.15	5000-40-400-21-00-510001-	Departmental Supplies		
				150.15	0100-40-400-19-02-510001-	Departmental Supplies		
				150.15	0100-40-400-18-00-510001-	Departmental Supplies		
				CHECK	1024701	TOTAL:		
								9,818.90
1024702	10/16/2025	PRTD	332 SPAY NEUTER IMPERATI	71421	251014	10/01/2025	101625	4,750.00
				69579				
Invoice: 251014				4,750.00	0100-20-200-55-00-510111-	October 2025 SPAY/NEUTER Clinic #1		
						Vet Care Services		
				71422	251015	10/01/2025	101625	4,750.00
				69580				
Invoice: 251015				4,750.00	0100-20-200-55-00-510111-	October 2025 SPAY/NEUTER Clinic #2		
						Vet Care Services		
				CHECK	1024702	TOTAL:		
								9,500.00
1024703	10/16/2025	PRTD	704 ST OF CA DEPT OF CON	71217	69380	09/30/2025	101625	10,686.14
				69380				
Invoice: 69380				11,248.57	0100-00-000-00-00-205307-	SMI FEE 3RD QTR		
				-562.43	0100-10-405-26-00-410100-	SMI Fee Deposits		
						Building Fees - Misc		
				CHECK	1024703	TOTAL:		
								10,686.14
1024704	10/16/2025	PRTD	1522 STALLARD PANEBIANCO	71065	243	10/06/2025	101625	1,950.00
				69229				
Invoice: 243				1,950.00	0100-10-130-08-00-510421-	Legal Services: Personnel Matter		
						Legal Services - Personnel		

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE	DTL	DESC		
						CHECK	1024704	TOTAL:	1,950.00	
1024705	10/16/2025	PRTD	14779	STANDARD PLUMBING SU	70995 ZHRK79 69159		09/24/2025		101625	45.03
Invoice: ZHRK79				45.03	5100-50-405-28-91-510200-	CITY HALL ANNEX - TOILT SEAT ELNG WOOD WHT Repairs & Maintenance				
					70996 ZHV627 69160		09/25/2025		101625	21.34
Invoice: ZHV627				21.34	5002-40-400-20-00-510200-	WATER - HM IND ASSORT Repairs & Maintenance				
					70997 ZHQC64 69161		09/24/2025		101625	24.88
Invoice: ZHQC64				24.88	0100-40-400-19-02-510200-	STREETS - LERDO HWY - PVC FIP CAP/BALL VALVE Repairs & Maintenance				
					70999 ZHP496 69163		09/23/2025		101625	87.02
Invoice: ZHP496				87.02	5002-40-400-20-00-510200-	WATER - FLEX SEAL/TEE SxSxS PVC/COUPLE/ADAPTER Repairs & Maintenance				
					71000 ZHN094 69164		09/23/2025		101625	128.65
Invoice: ZHN094				109.37	0100-40-400-19-02-510200-	STREETS - ROLLER GLDN/PAINT TRY/PAINT Repairs & Maintenance				
				19.28	0100-40-400-19-02-510001-	Departmental Supplies				
					71001 ZHMQ28 69165		09/23/2025		101625	71.36
Invoice: ZHMQ28				38.59	5002-40-400-20-00-510200-	WATER - RAZOR/JIGSAW/TAPE/ULTRA FINSH BLD/SPRY Repairs & Maintenance				
				32.77	5002-40-400-20-00-510001-	Departmental Supplies				
					71002 ZHLX04 69166		09/22/2025		101625	18.21
Invoice: ZHLX04				18.21	0100-30-400-25-00-510001-	ALL PARKS - QUIK INT DETAILER/KEYRING/KIC 11 R3 Departmental Supplies				
					71003 ZJB422 69167		09/27/2025		101625	32.97
Invoice: ZJB422				32.97	0100-30-400-25-33-510001-	PARKS - VETERAN'S - TOILET CLR/MOUSE TRAP/GLUE TRA Departmental Supplies				
					71004 ZHXX05 69168		09/26/2025		101625	21.44
Invoice: ZHXX05				21.44	0100-30-400-25-00-510001-	ALL PARKS - MAG TORPEDO LVL 12" 4 VIAL Departmental Supplies				
					71005 ZHXD54 69169		09/26/2025		101625	139.23

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC				
Invoice: ZHxD54		139.23	5100-50-405-28-00-510001-	71006 69170	ZHNT96	FACILITIES MAINTENANCE - COMPACT TAPE/HM IND ASSOR Departmental Supplies	09/23/2025	101625		52.51
Invoice: ZHNT96		52.51	5100-50-405-28-00-510001-	71007 69171	ZHXQ77	FACILITIES MAINTENANCE - DRAIN CLEANER/HAIR CLOG/B Departmental Supplies	09/26/2025	101625		50.39
Invoice: ZHXQ77		50.39	5100-50-405-28-00-510001-	71008 69172	ZHYP97	FACILITIES MAINTENANCE - BATTERY/ALUMINUM CUTT Departmental Supplies	09/26/2025	101625		121.15
Invoice: ZHYP97		121.15	5002-40-400-20-00-510001-	71009 69173	ZJDB97	WATER - TRASH CAN/BLADE/KEY SET/HEX KEY Departmental Supplies	09/29/2025	101625		75.02
Invoice: ZJDB97		75.02	5100-50-405-28-00-510001-	71010 69174	ZJGG55	FACILITIES MAINTENANCE - SCREW/BARPET2/TORX BIT/IM Departmental Supplies	09/30/2025	101625		101.35
Invoice: ZJGG55		101.35	5002-40-400-20-00-510001-	71011 69175	ZJH093	WATER - BRUSH/PENCIL/MAG/MARKER/SPRYPAINT Departmental Supplies	09/30/2025	101625		40.44
Invoice: ZJH093		40.44	5002-40-400-20-00-510200-	71012 69176	ZJJM26	WATER - WELL #14 - BLDNG BLOCK Repairs & Maintenance	10/01/2025	101625		25.18
Invoice: ZJJM26		25.18	0100-30-400-25-31-510200-	71013 69177	ZJJF03	PARKS - RODRIGUEZ - SHOWER STRN/FLEX GLUE Repairs & Maintenance	10/01/2025	101625		18.85
Invoice: ZJJF03		18.85	0100-40-400-19-02-510001-	71014 69178	ZJHL26	STREETS - MSKG TAPE/MARKER Departmental Supplies	09/30/2025	101625		19.29
Invoice: ZJHL26		19.29	5002-40-400-20-00-510001-	71016 69180	ZJLW74	WATER - BATTERY ALK AA Departmental Supplies	10/02/2025	101625		23.94
Invoice: ZJLW74		23.94	0100-30-400-25-37-510200-	PARKS - STRINGHAM - HM IND ASSORT Repairs & Maintenance						

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT		INVOICE DTL DESC				
Invoice: ZJMH25				71019 69183	ZJMH25		10/02/2025		101625	134.65
	48.25	5100-50-405-28-00-510202-				FACILITIES MAINTENANCE - SCRWDVR KIT/GLOVES/BATT				
	86.40	5100-50-405-28-00-510001-				Hardware & Tools				
						Departmental Supplies				
Invoice: ZJMD26				71021 69185	ZJMD26		10/02/2025		101625	21.44
	21.44	5100-50-405-28-00-510202-				FACILITIES MAINTENANCE - BLADE				
						Hardware & Tools				
Invoice: ZJNC27				71022 69186	ZJNC27		10/02/2025		101625	79.33
	79.33	0100-30-400-25-33-510200-				PARKS - VETERAN'S - RVT/RIVET TOOL METEL/GFI ST				
						Repairs & Maintenance				
Invoice: ZJGX87				71024 69188	ZJGX87		09/30/2025		101625	3.85
	3.85	5100-50-405-28-00-510001-				FACILITIES MAINTENANCE - KNOB WOOD 1.5 RD PK2				
						Departmental Supplies				
Invoice: ZJLV46				71026 69190	ZJLV46		10/02/2025		101625	29.13
	29.13	0100-30-300-75-51-510804-				DOWNTOWN DECORTATIONS - HEAVY DUTY STRAP HRS12				
						Community Promotions				
Invoice: ZJL605				71027 69191	ZJL605		10/01/2025		101625	17.14
	17.14	0100-30-300-75-51-510804-				DOWNTOWN DECORTATIONS - TAPE/NTRL STNDRD DTY				
						Community Promotions				
Invoice: ZHNZ43				71028 69192	ZHNZ43		09/23/2025		101625	14.50
	14.50	0100-40-400-19-02-510110-				STREETS - LERDO - PVC MIP/PVC MALE ADAPTOR				
						Landscaping Services				
Invoice: ZFYQ03				71204 69367	ZFYQ03		09/08/2025		101625	51.43
	51.43	5100-50-405-28-50-510205-				LEARNING CENTER - HELMSMAN SATIN/RED GRNT/BRSH				
						Building Repair & Maintenance				
Invoice: ZJQ048				71205 69368	ZJQ048		10/03/2025		101625	40.73
	40.73	5100-50-405-28-00-510202-				SHOP - WELD ROD/WELDING ROD				
						Hardware & Tools				
Invoice: ZJNR12				71206 69369	ZJNR12		10/02/2025		101625	-7.51
	-7.51	0100-30-400-25-33-510200-				PARKS - VETERAN'S - RIVET TOOL METAL/SWIVEL DIECAS				
						Repairs & Maintenance				

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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
				71207 69370	ZJWW47		10/06/2025		101625	15.99
Invoice: ZJWW47	15.99	5100-50-405-28-50-510205-					LEARNING CENTER - STUD FINDER MAGNETIC Building Repair & Maintenance			
				71208 69371	ZJY387		10/07/2025		101625	71.84
Invoice: ZJY387	71.84	5100-50-405-28-50-510205-					LEARNING CENTER - MAG TORPEDO LVL/STEP DRLBIT Building Repair & Maintenance			
				71209 69372	ZJZD22		10/07/2025		101625	5.36
Invoice: ZJZD22	5.36	0100-30-400-25-33-510200-					PARKS - VETERAN'S - HM IND ASSORT Repairs & Maintenance			
				71288 69450	ZJJN75		10/01/2025		101625	20.99
Invoice: ZJJN75	20.99	0100-20-200-14-00-510300-					POLICE-Fleet supplies Vehicle Operations			
				71299 69461	ZJVB13		10/06/2025		101625	41.77
Invoice: ZJVB13	41.77	0100-20-200-14-00-510300-					POLICE-Fleet supplies Vehicle Operations			
				71317 69479	ZJNQ18		10/02/2025		101625	14.47
Invoice: ZJNQ18	14.47	0100-30-300-75-51-510804-					DOWNTOWN DECORTATIONS - NTRL STNDRD DTY 100PK Community Promotions			
				71318 69480	ZJR078		10/03/2025		101625	96.50
Invoice: ZJR078	96.50	5002-40-400-20-00-510001-					WATER - HINGED PLUG/EXTNSION CORD Departmental Supplies			
				71319 69481	ZJW904		10/06/2025		101625	46.10
Invoice: ZJW904	26.82	0100-30-400-25-33-510200-					PARKS - VETERAN'S - GATE VALVE/SCREWDRIVER SET Repairs & Maintenance			
	19.28	0100-30-400-25-33-510202-					Hardware & Tools			
				71320 69482	ZJX156		10/06/2025		101625	60.08
Invoice: ZJX156	60.08	5002-40-400-20-00-510200-					WATER - AIR FITTING/FL ADP/TAPE/PVC Repairs & Maintenance			
				71321 69483	ZJYG50		10/07/2025		101625	19.98
Invoice: ZJYG50	19.98	0100-30-400-25-51-510200-					PARKS - DOWNTOWN - PVC ST ELL/COUPLING SXS/PIPE RE Repairs & Maintenance			
				71322	ZKD848		10/08/2025		101625	127.52

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			
Invoice: ZKD848				69484						
	53.63	5002-40-400-20-00-510001-					WATER - PVC PIPE/WALL/PURPLE/LOVOC/ELL/ELLSXT			
	73.89	5002-40-400-20-00-510200-					Departmental Supplies			
				71323	ZKD111					
				69485						
Invoice: ZKD111										
	88.99	5101-50-400-24-00-510202-					10/08/2025	101625		88.99
				71324	ZKCG41					
				69486						
Invoice: ZKCG41										
	32.15	0100-40-400-19-02-510001-					10/08/2025	101625		32.15
				71325	ZKFZ37					
				69487						
Invoice: ZKFZ37										
	9.65	5101-50-400-24-00-510001-					10/09/2025	101625		48.25
	9.65	5002-40-400-20-00-510001-								
	9.65	0100-30-400-25-00-510001-								
	9.65	5000-40-400-21-00-510001-								
	9.65	0100-40-400-19-02-510001-								
				71327	ZKH658					
				69489						
Invoice: ZKH658										
	41.81	5101-50-400-24-00-510001-					10/09/2025	101625		41.81
				71374	ZKKB98					
				69534						
Invoice: ZKKB98										
	267.05	0100-30-400-25-00-510202-					10/10/2025	101625		267.05
				71375	ZKK736					
				69535						
Invoice: ZKK736										
	120.71	5100-50-405-28-90-510200-					10/10/2025	101625		120.71
							CITY HALL - SLIDE RND/SOCKET SET/FAUCET 2H/PENETRA			
							Repairs & Maintenance			
							CHECK	1024705	TOTAL:	2,622.50
1024706	10/16/2025	PRTD	452	STINSON STATIONERS	71218	347150-0				
					69381					
Invoice: 347150-0										
	552.00	0100-30-300-04-00-510001-					09/26/2025	101625		552.00
							SLLC Depart Supplies			
							Departmental Supplies			
							CHECK	1024706	TOTAL:	552.00

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		
1024707	10/16/2025	PRTD	6132 SUN COUNTRY FLOWERS	71023 69187	73446483		10/03/2025		101625	96.53
Invoice: 73446483				96.53	0100-10-100-01-00-510802-	D. Haley Sympathy Plant		Community Promotion		
						CHECK		1024707 TOTAL:		96.53
1024708	10/16/2025	PRTD	1337 SUPERIOR AG & AUTO I	71137 69301	3840		09/26/2025		101625	97.32
Invoice: 3840				97.32	5002-40-400-20-00-510200-	WATER - ACETYLENE/OXYGEN COMPRESSED		Repairs & Maintenance		
				71138 69302	3847		09/29/2025		101625	29.44
Invoice: 3847				29.44	5002-40-400-20-00-510204-	WATER - WELL SITES - STAINLESS STEEL HOSE		Equipment Repair		
				71139 69303	3856		10/01/2025		101625	43.40
Invoice: 3856				43.40	0100-40-400-19-02-510204-	STREETS #415 - SWEEPER - DEF BY PEAK 2.5 GAL		Equipment Repair		
				71140 69304	3868		10/02/2025		101625	198.99
Invoice: 3868				198.99	0100-30-400-25-00-510001-	PARKS - GLOVE/COVERALLS		Departmental Supplies		
				71141 69305	3869		10/02/2025		101625	16.30
Invoice: 3869				16.30	0100-30-400-25-00-510001-	PARKS - SUPER CLEANER/JB WELD MIX CARDED		Departmental Supplies		
				71265 69427	3844		09/29/2025		101625	294.94
Invoice: 3844				294.94	5004-40-500-30-01-510108-	TELECOM - FANUCCHI - GENERATOR BATTERY		Facility Support		
				71356 69517	3884		10/07/2025		101625	287.17
Invoice: 3884				287.17	5100-50-405-28-17-510205-	MCCF - GENERATOR - BATTERY		Building Repair & Maintenance		
						CHECK		1024708 TOTAL:		967.56
1024709	10/16/2025	PRTD	298 TAG/AMS, INC	71391 69550	5219		10/08/2025		101625	500.00
Invoice: 5219				30.00	0100-30-400-25-00-510400-	Random DOT Testing		Professional Services		
				220.00	0100-40-400-19-02-510400-			Professional Services		

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	
				200.00	5002-40-400-20-00-510400-			Professional Services	
				50.00	5000-40-400-21-00-510400-			Professional Services	
						CHECK	1024709	TOTAL:	500.00
1024710	10/16/2025	PRTD	30	TERMINIX INTERNATIONAL	71161 463897508	09/15/2025		101625	178.31
					69325				
				Invoice: 463897508					
				178.31	5100-50-405-28-20-510100-			ALL PW'S - PEST CONTROL SERVICES	
								Service Agreements	
					71177 463903986	09/15/2025		101625	113.12
					69341				
				Invoice: 463903986					
				113.12	0100-20-200-14-00-510100-			POLICE-Pest Control services Sept 25	
								Service Agreements	
						CHECK	1024710	TOTAL:	291.43
1024711	10/16/2025	PRTD	1465	TOP DOG POOL SUPPLY	71158 121507	10/01/2025		101625	6,324.16
					69322				
				Invoice: 121507					
				6,324.16	0100-30-400-25-52-510905-			AQUATIC CENTER - POOL SUPPLIES/50LBS SODIUM BICARB	
								Water Testing/Samples	
					71159 121508	10/01/2025		101625	6,500.00
					69323				
				Invoice: 121508					
				6,500.00	0100-30-400-25-52-510905-			AQUATIC CENTER - MONTHLY POOL SERVICE - OCT 2025	
								Water Testing/Samples	
					71160 121452	09/17/2025		101625	188.29
					69324				
				Invoice: 121452					
				188.29	0100-30-400-25-52-510905-			AQUATIC CENTER - POOL SUPPLIES/CHLORINE	
								Water Testing/Samples	
						CHECK	1024711	TOTAL:	13,012.45
1024712	10/16/2025	PRTD	12660	TRAFFIC MANAGEMENT I	71153 06-118464	09/18/2025		101625	181.60
					69317				
				Invoice: 06-118464					
				181.60	0100-40-400-19-02-510200-			STREETS - SQUARE POST/POST SLEEVE/ANCHOR	
								Repairs & Maintenance	
					71154 06-118460	09/18/2025		101625	669.43
					69318				
				Invoice: 06-118460					
				669.43	0100-40-400-19-02-510200-			STREETS - MOUNT HARDWARE/PIPE/CLAMPS/REFLECTIVE	
								Repairs & Maintenance	
					71155 06-118812	10/02/2025		101625	686.96
					69319				
				Invoice: 06-118812					
				686.96	0100-40-400-19-02-510200-			STREETS - GLASS BEADS	
								Repairs & Maintenance	

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
				71156 69320	06-118789		10/02/2025		101625	686.96
Invoice: 06-118789				686.96	0100-40-400-19-02-510200-	STREETS - GLASS BEADS	Repairs & Maintenance			
				71364 69524	06-118927		10/07/2025		101625	155.60
Invoice: 06-118927				155.60	0100-40-400-19-02-510001-	STREETS - SIGN - RIGHT LANE CLOSED AHEAD	Departmental Supplies			
				CHECK 1024712 TOTAL:						2,380.55
1024713	10/16/2025	PRTD	303 TYACK'S TIRES	71157 69321	245180		09/24/2025		101625	284.08
Invoice: 245180				284.08	0100-40-400-19-02-510300-	STREETS - BACKHOE - NEW TIRE/DISMOUNT & MOUNT	Vehicle Operations			
				CHECK 1024713 TOTAL:						284.08
1024714	10/16/2025	PRTD	9559 VARNER BROS INC	71171 69335	NOINV - 10.01.2025		10/01/2025		101625	288.42
Invoice: NOINV - 10.01.2025				288.42	0808-40-400-19-04-510706-	REFUSE - GOSSAMER GROVE NEW REFUSE SERVICE-OCT 25	Refuse			
				71368 69528	560164		10/06/2025		101625	62,256.20
Invoice: 560164				62,256.20	5001-40-400-22-00-510114-	REFUSE - GOSSAMER GROVE REFUSE SERVICE - SEPT 2025	Contract Services			
				CHECK 1024714 TOTAL:						62,544.62
1024715	10/16/2025	PRTD	7021 VERIZON WIRELESS	71363 69523	6124517003		09/26/2025		101625	3,770.33
Invoice: 6124517003				260.75	5103-50-500-29-00-510701-	Verizon wireless Acct. 05 - MDCs & Mobiles	Communications			
				171.98	0100-20-200-15-00-510701-	Communications	Communications			
				1,375.44	0100-20-200-14-00-510701-	Communications	Communications			
				293.98	0100-20-200-14-00-510701-	Communications	Communications			
				1,668.18	0100-20-200-14-00-510701-	Communications	Communications			
				CHECK 1024715 TOTAL:						3,770.33
1024716	10/16/2025	PRTD	1101 VESTIS GROUP, INC. (	71163 69327	2601759907		10/02/2025		101625	339.79
Invoice: 2601759907				46.61	0100-30-400-25-00-500502-	ALL PW'S - UNIFORM SERVICES - 10.02.2025	Uniform & Equipment Allowance			
				7.42	5101-50-400-24-00-500502-	Uniform & Equipment Allowance	Uniform & Equipment Allowance			
				17.73	5101-50-400-24-00-510001-	Departmental Supplies	Departmental Supplies			

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		
	122.33	0100-40-400-19-02-500502-				Uniform & Equipment Allowance		
	1.95	5006-40-400-23-00-500502-				Uniform & Equipment Allowance		
	28.55	5000-40-400-21-00-500502-				Uniform & Equipment Allowance		
	112.67	5002-40-400-20-00-500502-				Uniform & Equipment Allowance		
	2.53	5101-50-400-24-00-500502-				Uniform & Equipment Allowance		
				71164	2601756258	09/18/2025	101625	462.81
				69328				
Invoice: 2601756258						ALL PW'S - UNIFORMAL SERVICES - 09.18.2025		
	69.11	0100-30-400-25-00-500502-				Uniform & Equipment Allowance		
	22.42	5101-50-400-24-00-500502-				Uniform & Equipment Allowance		
	17.73	5101-50-400-24-00-510001-				Departmental Supplies		
	106.99	0100-40-400-19-02-500502-				Uniform & Equipment Allowance		
	1.95	5006-40-400-23-00-500502-				Uniform & Equipment Allowance		
	21.17	5000-40-400-21-00-500502-				Uniform & Equipment Allowance		
	83.12	5002-40-400-20-00-500502-				Uniform & Equipment Allowance		
	137.80	0100-30-400-25-00-510001-				Departmental Supplies		
	2.52	5101-50-400-24-00-500502-				Uniform & Equipment Allowance		
				71166	2601758067	09/25/2025	101625	690.58
				69330				
Invoice: 2601758067						ALL PW'S - UNIFORMAL SERVICES - 09.25.2025		
	59.61	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		
	175.93	0100-40-400-19-02-500502-				Uniform & Equipment Allowance		
	3.51	5006-40-400-23-00-500502-				Uniform & Equipment Allowance		
	82.93	5000-40-400-21-00-500502-				Uniform & Equipment Allowance		
	330.17	5002-40-400-20-00-500502-				Uniform & Equipment Allowance		
	2.53	5101-50-400-24-00-500502-				Uniform & Equipment Allowance		
				71167	2601759152	09/30/2025	101625	67.96
				69331				
Invoice: 2601759152						LEARNING CENTER - MAT SERVICES - 09.30.2025		
	67.96	5100-50-405-28-50-510100-				Service Agreements		
				71168	2601759146	09/30/2025	101625	157.80
				69332				
Invoice: 2601759146						CITY HALL - MATS SERVICES/RESTROOM SERVICES -09.30		
	157.80	5100-50-405-28-90-510100-				Service Agreements		
				71169	2601757319	09/23/2025	101625	267.60
				69333				
Invoice: 2601757319						CITY HALL - MATS AND TABLECLOTHS - 09.30.2025		
	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		
				71170	2601757320	09/23/2025	101625	194.65
				69334				
Invoice: 2601757320						CITY HALL - SANITIZER SERVICES/SOAP SERVICES-09.23		
	194.65	5100-50-405-28-90-510100-				Service Agreements		

City of Shafter A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000-00-000-00-00-100010-
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				VOUCHER	INVOICE	Cash10755	INV DATE	PO	WARRANT	NET
				DOCUMENT	INVOICE	DTL	DESC			
				71365	2601761733		10/09/2025		101625	437.75
				69525						
Invoice: 2601761733				50.11	0100-30-400-25-00-500502-	ALL PW'S - UNIFORMAL SERVICES - 10.09.2025				
				7.42	5101-50-400-24-00-500502-	Uniform & Equipment Allowance				
				17.73	5101-50-400-24-00-510001-	Uniform & Equipment Allowance				
				120.99	0100-40-400-19-02-500502-	Departmental Supplies				
				1.95	5006-40-400-23-00-500502-	Uniform & Equipment Allowance				
				137.80	0100-30-400-25-00-510001-	Uniform & Equipment Allowance				
				20.15	5000-40-400-21-00-500502-	Departmental Supplies				
				79.07	5002-40-400-20-00-500502-	Uniform & Equipment Allowance				
				2.53	5101-50-400-24-00-500502-	Uniform & Equipment Allowance				
				71367	2601760966		10/07/2025		101625	194.65
				69527						
Invoice: 2601760966				194.65	5100-50-405-28-90-510100-	CITY HALL - SANITIZER SERVICES/SOAP SERVICES-10.07				
						Service Agreements				
						CHECK	1024716	TOTAL:		2,813.59
1024717	10/16/2025	PRTD	1023	SHELTERED WINGS INC	71257	2359595	09/30/2025	48	101625	884.76
					69419					
Invoice: 2359595				884.76	0100-20-200-14-00-510001-	POLICE-5-StrikeFire II Red/Green Dot scope - AR15				
						Departmental Supplies				
						CHECK	1024717	TOTAL:		884.76
1024718	10/16/2025	PRTD	45	WAGeworks, INC	70790	INV8262865	09/23/2025		101625	197.00
					68961					
Invoice: INV8262865				197.00	0100-10-135-09-00-510400-	Monthly Admin & Compliance Fee: September 2025				
						Professional Services				
						CHECK	1024718	TOTAL:		197.00
1024719	10/16/2025	PRTD	14473	WASCO VETERINARY CLI	71425	wascovet101525	08/15/2025		101625	422.25
					69583					
Invoice: wascovet101525				422.25	0100-20-200-55-00-510124-	vet care servies				
						Spay/Neuter Expenses				
						CHECK	1024719	TOTAL:		422.25
1024720	10/16/2025	PRTD	9515	WILLIAMS CLEANING SY	71184	59695	09/08/2025		101625	735.06
					69348					
Invoice: 59695				735.06	0100-40-400-19-02-510204-	STREETS - REPAIR TO THERMOSTAT				
						Equipment Repair				

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	1024720	TOTAL:		735.06
1024721	10/16/2025	PRTD	1341 WILLIAMS SCOTSMAN, I	71182 9024615134	09/18/2025	20250205	101625			15,809.82
				69346	Temporary Police Department Substation Trailer					
				Invoice: 9024615134	15,809.82	0100-20-200-14-13-510602-				
					71369 9024759141	10/09/2025	20250205	101625		2,747.51
				69529	Temporary Police Department Substation Trailer					
				Invoice: 9024759141	2,747.51	0100-20-200-14-13-510602-				
						CHECK	1024721	TOTAL:		18,557.33
1024722	10/16/2025	PRTD	13495 WINTER AUTOMOTIVE RE	71228 2766	09/17/2025		101625			104.44
				69391	POLICE-Unit # 221 Oil service					
				Invoice: 2766	104.44	0100-20-200-14-00-510300-				
					71229 2767	09/18/2025		101625		104.44
				69392	POLICE-Unit # 202 oil service					
				Invoice: 2767	104.44	0100-20-200-14-00-510300-				
					71230 2768	09/19/2025		101625		104.44
				69393	POLICE-Unit # 162 Oil service					
				Invoice: 2768	104.44	0100-20-200-14-00-510300-				
					71231 2770	09/22/2025		101625		104.44
				69394	POLICE-Unit # 244 Oil service					
				Invoice: 2770	104.44	0100-20-200-14-00-510300-				
					71303 2802	10/08/2025		101625		138.70
				69465	POLICE-Unit #230 Oil service					
				Invoice: 2802	138.70	0100-20-200-14-00-510300-				
						CHECK	1024722	TOTAL:		556.46
1024723	10/16/2025	PRTD	1495 WITCHER ELECTRIC INC	71183 41913AA	09/26/2025		101625			216.54
				69347	WATER - WELL #20 - REPAIR TO VFD					
				Invoice: 41913AA	216.54	5002-40-400-20-00-510200-				
						CHECK	1024723	TOTAL:		216.54

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 128 *** CASH ACCOUNT TOTAL *** 1,673,419.41

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	114	1,477,159.34
TOTAL EFT'S	14	196,260.07

*** GRAND TOTAL *** 1,673,419.41

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
2026	4	268										
APP	5002-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		216,925.64	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0000-00-000-00-00-100010-			10/16/2025	101625	101625			Cash: Mission Bank Acct#10755			1,673,419.41
									AP CASH DISBURSEMENTS JOURNAL			
APP	0100-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		539,184.92	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5101-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		2,470.76	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5000-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		292,979.77	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5100-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		33,344.07	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5001-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		173,700.00	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0809-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		167.50	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0810-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		305.11	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0800-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		348.75	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0803-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		697.50	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0805-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		296.25	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0806-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		348.75	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0811-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		205.66	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0808-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		13,976.62	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0812-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		348.75	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0814-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		348.75	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0804-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		592.50	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0807-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		296.25	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5103-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		9,813.68	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5004-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		1,845.73	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0200-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		8,307.69	
									AP CASH DISBURSEMENTS JOURNAL			
APP	0308-00-000-00-00-205000-			10/16/2025	101625	101625			Accts Payable		354,983.02	
									AP CASH DISBURSEMENTS JOURNAL			
APP	5003-00-000-00-00-205000-								Accts Payable		1,992.08	

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 0204-00-000-00-00-205000-	10/16/2025	101625	101625			AP CASH DISBURSEMENTS JOURNAL Accts Payable		19,891.25	
APP 5006-00-000-00-00-205000-	10/16/2025	101625	101625			AP CASH DISBURSEMENTS JOURNAL Accts Payable		48.41	
	10/16/2025	101625	101625			AP CASH DISBURSEMENTS JOURNAL GENERAL LEDGER TOTAL		1,673,419.41	1,673,419.41
APP 0000-00-000-00-00-209038-	10/16/2025	101625	101625			Due To 5002 - Water Operat		216,925.64	
APP 5002-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			216,925.64
APP 0000-00-000-00-00-209001-	10/16/2025	101625	101625			Due To 0100 - Gen Fund		539,184.92	
APP 0100-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			539,184.92
APP 0000-00-000-00-00-209047-	10/16/2025	101625	101625			Due To 5101 - Vehicle Maint		2,470.76	
APP 5101-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			2,470.76
APP 0000-00-000-00-00-209036-	10/16/2025	101625	101625			Due To 5000 - Wastewtr Operat		292,979.77	
APP 5000-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			292,979.77
APP 0000-00-000-00-00-209046-	10/16/2025	101625	101625			Due To 5100 - Facility Maint		33,344.07	
APP 5100-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			33,344.07
APP 0000-00-000-00-00-209037-	10/16/2025	101625	101625			Due To 5001 - Refuse Operat		173,700.00	
APP 5001-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			173,700.00
APP 0000-00-000-00-00-209033-	10/16/2025	101625	101625			Due To 0809 - LLMD - 001-1995		167.50	
APP 0809-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			167.50
APP 0000-00-000-00-00-209034-	10/16/2025	101625	101625			Due To 0810 - LLMD - 001-1998		305.11	
APP 0810-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			305.11
APP 0000-00-000-00-00-209024-	10/16/2025	101625	101625			Due To 0800 - LLMD - 001-2002		348.75	
APP 0800-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			348.75
APP 0000-00-000-00-00-209027-	10/16/2025	101625	101625			Due To Funds - 0803 - 003-2005		697.50	
APP 0803-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			697.50

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
APP	0000-00-000-00-00-209029-		10/16/2025	101625	101625			Due To 0805 - LLMD - 001-2006		296.25	
APP	0805-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			296.25
APP	0000-00-000-00-00-209030-		10/16/2025	101625	101625			Due To 0806 - LLMD - 001-2007		348.75	
APP	0806-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			348.75
APP	0000-00-000-00-00-209035-		10/16/2025	101625	101625			Due To 0811 - LLMD - 001-2009		205.66	
APP	0811-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			205.66
APP	0000-00-000-00-00-209032-		10/16/2025	101625	101625			Due To 0808 - LLMD - 001-2015		13,976.62	
APP	0808-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			13,976.62
APP	0000-00-000-00-00-209055-		10/16/2025	101625	101625			Due To 0812 - DTLL1-2021		348.75	
APP	0812-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			348.75
APP	0000-00-000-00-00-209057-		10/16/2025	101625	101625			Due To 0814 - DTLL1-2022		348.75	
APP	0814-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			348.75
APP	0000-00-000-00-00-209028-		10/16/2025	101625	101625			Due To 0804 - LLMD - 004-2005		592.50	
APP	0804-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			592.50
APP	0000-00-000-00-00-209031-		10/16/2025	101625	101625			Due To 0807 - LLMD - 002-2007		296.25	
APP	0807-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			296.25
APP	0000-00-000-00-00-209049-		10/16/2025	101625	101625			Due To 5103 - Info Tech		9,813.68	
APP	5103-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			9,813.68
APP	0000-00-000-00-00-209040-		10/16/2025	101625	101625			Due To 5004 - Telecom Operat		1,845.73	
APP	5004-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			1,845.73
APP	0000-00-000-00-00-209002-		10/16/2025	101625	101625			Due To 0200 - Federal Grant		8,307.69	
APP	0200-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			8,307.69
APP	0000-00-000-00-00-209060-		10/16/2025	101625	101625			Due To 0308 - Street Projects		354,983.02	
APP	0308-00-000-00-00-109000-		10/16/2025	101625	101625			Due From Funds - Cash Pool			354,983.02
APP	0000-00-000-00-00-209039-							Due To 5003 - Transit Operat		1,992.08	

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-	10/16/2025	101625	101625			Due From Funds - Cash Pool			1,992.08
APP 0000-00-000-00-00-209006-	10/16/2025	101625	101625			Due To 0204 - TDA - Streets		19,891.25	
APP 0204-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			19,891.25
APP 0000-00-000-00-00-209042-	10/16/2025	101625	101625			Due To 5006 - Rail Operat		48.41	
APP 5006-00-000-00-00-109000-	10/16/2025	101625	101625			Due From Funds - Cash Pool			48.41
SYSTEM GENERATED ENTRIES TOTAL								1,673,419.41	1,673,419.41
JOURNAL 2026/04/268 TOTAL								3,346,838.82	3,346,838.82

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	2026	4	268	10/16/2025			
	0000-00-000-00-00-100010-					Cash: Mission Bank Acct#10755		1,673,419.41
	0000-00-000-00-00-209001-					Due To 0100 - Gen Fund	539,184.92	
	0000-00-000-00-00-209002-					Due To 0200 - Federal Grant	8,307.69	
	0000-00-000-00-00-209006-					Due To 0204 - TDA - Streets	19,891.25	
	0000-00-000-00-00-209024-					Due To 0800 - LLMD - 001-2002	348.75	
	0000-00-000-00-00-209027-					Due To Funds - 0803 - 003-2005	697.50	
	0000-00-000-00-00-209028-					Due To 0804 - LLMD - 004-2005	592.50	
	0000-00-000-00-00-209029-					Due To 0805 - LLMD - 001-2006	296.25	
	0000-00-000-00-00-209030-					Due To 0806 - LLMD - 001-2007	348.75	
	0000-00-000-00-00-209031-					Due To 0807 - LLMD - 002-2007	296.25	
	0000-00-000-00-00-209032-					Due To 0808 - LLMD - 001-2015	13,976.62	
	0000-00-000-00-00-209033-					Due To 0809 - LLMD - 001-1995	167.50	
	0000-00-000-00-00-209034-					Due To 0810 - LLMD - 001-1998	305.11	
	0000-00-000-00-00-209035-					Due To 0811 - LLMD - 001-2009	205.66	
	0000-00-000-00-00-209036-					Due To 5000 - Wastewtr Operat	292,979.77	
	0000-00-000-00-00-209037-					Due To 5001 - Refuse Operat	173,700.00	
	0000-00-000-00-00-209038-					Due To 5002 - Water Operat	216,925.64	
	0000-00-000-00-00-209039-					Due To 5003 - Transit Operat	1,992.08	
	0000-00-000-00-00-209040-					Due To 5004 - Telecom Operat	1,845.73	
	0000-00-000-00-00-209042-					Due To 5006 - Rail Operat	48.41	
	0000-00-000-00-00-209046-					Due To 5100 - Facility Maint	33,344.07	
	0000-00-000-00-00-209047-					Due To 5101 - Vehicle Maint	2,470.76	
	0000-00-000-00-00-209049-					Due To 5103 - Info Tech	9,813.68	
	0000-00-000-00-00-209055-					Due To 0812 - DTLL1-2021	348.75	
	0000-00-000-00-00-209057-					Due To 0814 - DTLL1-2022	348.75	
	0000-00-000-00-00-209060-					Due To 0308 - Street Projects	354,983.02	
						FUND TOTAL	1,673,419.41	1,673,419.41
0100	General Fund	2026	4	268	10/16/2025			
	0100-00-000-00-00-109000-					Due From Funds - Cash Pool		539,184.92
	0100-00-000-00-00-205000-					Accts Payable	539,184.92	
						FUND TOTAL	539,184.92	539,184.92
0200	Federal Grant	2026	4	268	10/16/2025			
	0200-00-000-00-00-109000-					Due From Funds - Cash Pool		8,307.69
	0200-00-000-00-00-205000-					Accts Payable	8,307.69	
						FUND TOTAL	8,307.69	8,307.69
0204	Tran. Dev. Act - Streets	2026	4	268	10/16/2025			
	0204-00-000-00-00-109000-					Due From Funds - Cash Pool		19,891.25
	0204-00-000-00-00-205000-					Accts Payable	19,891.25	
						FUND TOTAL	19,891.25	19,891.25
0308	State Grants Projects	2026	4	268	10/16/2025			

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
0308-00-000-00-00-109000-						Due From Funds - Cash Pool		354,983.02
0308-00-000-00-00-205000-						Accts Payable	354,983.02	
						FUND TOTAL	354,983.02	354,983.02
0800 LLMD - 001-2002	2026	4	268	10/16/2025				
0800-00-000-00-00-109000-						Due From Funds - Cash Pool		348.75
0800-00-000-00-00-205000-						Accts Payable	348.75	
						FUND TOTAL	348.75	348.75
0803 LLMD - 003-2005	2026	4	268	10/16/2025				
0803-00-000-00-00-109000-						Due From Funds - Cash Pool		697.50
0803-00-000-00-00-205000-						Accts Payable	697.50	
						FUND TOTAL	697.50	697.50
0804 LLMD - 004-2005	2026	4	268	10/16/2025				
0804-00-000-00-00-109000-						Due From Funds - Cash Pool		592.50
0804-00-000-00-00-205000-						Accts Payable	592.50	
						FUND TOTAL	592.50	592.50
0805 LLMD - 001-2006	2026	4	268	10/16/2025				
0805-00-000-00-00-109000-						Due From Funds - Cash Pool		296.25
0805-00-000-00-00-205000-						Accts Payable	296.25	
						FUND TOTAL	296.25	296.25
0806 LLMD - 001-2007	2026	4	268	10/16/2025				
0806-00-000-00-00-109000-						Due From Funds - Cash Pool		348.75
0806-00-000-00-00-205000-						Accts Payable	348.75	
						FUND TOTAL	348.75	348.75
0807 LLMD - 002-2007	2026	4	268	10/16/2025				
0807-00-000-00-00-109000-						Due From Funds - Cash Pool		296.25
0807-00-000-00-00-205000-						Accts Payable	296.25	
						FUND TOTAL	296.25	296.25
0808 LLMD - 001-2015	2026	4	268	10/16/2025				
0808-00-000-00-00-109000-						Due From Funds - Cash Pool		13,976.62
0808-00-000-00-00-205000-						Accts Payable	13,976.62	
						FUND TOTAL	13,976.62	13,976.62
0809 LLMD - 001-1995	2026	4	268	10/16/2025				
0809-00-000-00-00-109000-						Due From Funds - Cash Pool		167.50

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	0809-00-000-00-00-205000-						Accts Payable	167.50	
							FUND TOTAL	167.50	167.50
0810	LLMD - 001-1998	2026	4	268		10/16/2025			
	0810-00-000-00-00-109000-						Due From Funds - Cash Pool		305.11
	0810-00-000-00-00-205000-						Accts Payable	305.11	
							FUND TOTAL	305.11	305.11
0811	LLMD - 001-2009	2026	4	268		10/16/2025			
	0811-00-000-00-00-109000-						Due From Funds - Cash Pool		205.66
	0811-00-000-00-00-205000-						Accts Payable	205.66	
							FUND TOTAL	205.66	205.66
0812	LLMD - 001-2021	2026	4	268		10/16/2025			
	0812-00-000-00-00-109000-						Due From Funds - Cash Pool		348.75
	0812-00-000-00-00-205000-						Accts Payable	348.75	
							FUND TOTAL	348.75	348.75
0814	LLMD - 001-2022	2026	4	268		10/16/2025			
	0814-00-000-00-00-109000-						Due From Funds - Cash Pool		348.75
	0814-00-000-00-00-205000-						Accts Payable	348.75	
							FUND TOTAL	348.75	348.75
5000	Wastewater Operations	2026	4	268		10/16/2025			
	5000-00-000-00-00-109000-						Due From Funds - Cash Pool		292,979.77
	5000-00-000-00-00-205000-						Accts Payable	292,979.77	
							FUND TOTAL	292,979.77	292,979.77
5001	Refuse Operations	2026	4	268		10/16/2025			
	5001-00-000-00-00-109000-						Due From Funds - Cash Pool		173,700.00
	5001-00-000-00-00-205000-						Accts Payable	173,700.00	
							FUND TOTAL	173,700.00	173,700.00
5002	Water Operations	2026	4	268		10/16/2025			
	5002-00-000-00-00-109000-						Due From Funds - Cash Pool		216,925.64
	5002-00-000-00-00-205000-						Accts Payable	216,925.64	
							FUND TOTAL	216,925.64	216,925.64
5003	Transit Operations	2026	4	268		10/16/2025			
	5003-00-000-00-00-109000-						Due From Funds - Cash Pool		1,992.08
	5003-00-000-00-00-205000-						Accts Payable	1,992.08	

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	1,992.08	1,992.08
5004 Telecommunications Operations	2026	4	268	10/16/2025			
5004-00-000-00-00-109000-					Due From Funds - Cash Pool		1,845.73
5004-00-000-00-00-205000-					Accts Payable	1,845.73	
					FUND TOTAL	1,845.73	1,845.73
5006 Rail Operations	2026	4	268	10/16/2025			
5006-00-000-00-00-109000-					Due From Funds - Cash Pool		48.41
5006-00-000-00-00-205000-					Accts Payable	48.41	
					FUND TOTAL	48.41	48.41
5100 Facility Maintenance	2026	4	268	10/16/2025			
5100-00-000-00-00-109000-					Due From Funds - Cash Pool		33,344.07
5100-00-000-00-00-205000-					Accts Payable	33,344.07	
					FUND TOTAL	33,344.07	33,344.07
5101 Vehicle Maintenance	2026	4	268	10/16/2025			
5101-00-000-00-00-109000-					Due From Funds - Cash Pool		2,470.76
5101-00-000-00-00-205000-					Accts Payable	2,470.76	
					FUND TOTAL	2,470.76	2,470.76
5103 Information Technology	2026	4	268	10/16/2025			
5103-00-000-00-00-109000-					Due From Funds - Cash Pool		9,813.68
5103-00-000-00-00-205000-					Accts Payable	9,813.68	
					FUND TOTAL	9,813.68	9,813.68

City of Shafter

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0000 Pooled Cash Fund	1,673,419.41	
0100 General Fund		539,184.92
0200 Federal Grant		8,307.69
0204 Tran. Dev. Act - Streets		19,891.25
0308 State Grants Projects		354,983.02
0800 LLMD - 001-2002		348.75
0803 LLMD - 003-2005		697.50
0804 LLMD - 004-2005		592.50
0805 LLMD - 001-2006		296.25
0806 LLMD - 001-2007		348.75
0807 LLMD - 002-2007		296.25
0808 LLMD - 001-2015		13,976.62
0809 LLMD - 001-1995		167.50
0810 LLMD - 001-1998		305.11
0811 LLMD - 001-2009		205.66
0812 LLMD - 001-2021		348.75
0814 LLMD - 001-2022		348.75
5000 Wastewater Operations		292,979.77
5001 Refuse Operations		173,700.00
5002 Water Operations		216,925.64
5003 Transit Operations		1,992.08
5004 Telecommunications Operations		1,845.73
5006 Rail Operations		48.41
5100 Facility Maintenance		33,344.07
5101 Vehicle Maintenance		2,470.76
5103 Information Technology		9,813.68
TOTAL	1,673,419.41	1,673,419.41

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

City of Shafter

DETAIL PROOF - FINAL REPORT

Pay Period 10/01/25 To 10/31/25

WARRANT: 100125 PAYROLL TYPE: COUNCIL

CHECK DATE: 10/01/2025

Earnings-Deductions Proof Summaries

DEDUCTION SUMMARY

DED	TYPE	EMPLOYEE AMT	EMPLOYER AMT	TOTAL AMT	EMPLOYEE GROSS	FICA/MED. CALC
1000	FICA	54.06	54.06	108.12	871.96	x 12.40% = 108.12
1100	MEDICARE	12.61	12.61	25.22	871.96	x 2.90% = 25.29
2300	MEDICAL	250.00	8,013.00	8,263.00	900.00	
2310	DENTAL	228.04	196.51	424.55	900.00	
2320	VISION	0.00	82.90	82.90	900.00	
3000	FIT	0.00	0.00	0.00	871.96	
4000	SIT	0.00	0.00	0.00	871.96	
8300	CA SDI	16.20	0.00	16.20	1,350.00	
8310	CA UI	0.00	21.60	21.60	1,350.00	
9999	DIRECT DEP	789.09	0.00	789.09	1,350.00	
Total:		1,350.00	8,380.68			

Total Females:	1	Gross Pay:	200.00
Total Males:	9	Gross Pay:	1,150.00
Total Employees:	10	Gross Pay:	1,350.00

Total Pre-Notes: 0

Available Cash Balance after payroll: -21,781,630.00

Total Cash Requirements:

Total Employee Checks:	0.00
Total Employee/Employer ACH Transactions:	789.09
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: 789.09

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:	171.14
Total Invoices other payrolls:	0.00

APPROVED BY:

IP.

City of Shafter

DETAIL PROOF - FINAL REPORT

Pay Period 09/13/25 To 09/26/25

WARRANT: 100325 PAYROLL TYPE: BIWEEKLY

CHECK DATE: 10/03/2025

Earnings-Deductions Proof Summaries

9999 DIRECT DEP	424,345.84	0.00	424,345.84	639,347.90
Total:	638,002.52	243,439.37		

Total Females:	61	Gross Pay:	190,818.06
Total Males:	89	Gross Pay:	448,529.84
Total Employees:	150	Gross Pay:	639,347.90

Total Pre-Notes: 0

Available Cash Balance after payroll: -22,215,411.75

Total Cash Requirements:

Total Employee Checks:	0.00
Total Employee/Employer ACH Transactions:	434,570.84
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: 434,570.84

Payments to be Processed:

Total Telephone Transfers:	0.00
----------------------------	------

Remaining Payroll Liabilities:

Total Employee/Employer (Check type = No check):	41,236.16
Total Pay Escrow:	0.00
Total Escrow Balance:	0.00
Total Invoices this payroll:	302,939.23
Total Invoices other payrolls:	0.00
Total Checks/Invoices/EFT/Telephone transfers this payroll (deferred):	102,695.66
Total Checks/Invoices/EFT/Telephone transfers other payrolls (deferred):	8,770.45

Total Liabilities: 455,641.50

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

APPROVED BY:

I.P.



CERTIFICATE

OF RECOGNITION

PROUDLY PRESENTED TO :

Lideres Campesinas del comite de Kern Norte

recognizing the work they have done in honor of
victims of violence

A blue ink signature of Chad Givens, written in a cursive style.

Chad Givens, Mayor
October 28, 2025



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: Johnny Rubio, IT Director

SUBJECT: ARCTIC WOLF'S SECURITY ANNUAL SUBSCRIPTION
RENEWAL

RECOMMENDATION

Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; and approve the annual renewal of the Arctic Wolf Security as a Service contract in the amount of \$58,391.61.

BACKGROUND

The City entered into an agreement with Arctic Wolf in October 2022 to provide an additional layer of cybersecurity protection against potential attacks and malicious activity. By November 2022, the IT Department collaborated with Arctic Wolf engineers to fully implement the required hardware and configurations, enabling real-time network monitoring.

Since implementation, the Arctic Wolf support team and the IT Department have held monthly meetings to review reports, analyze network activity, and identify weaknesses within the City's internal network and IoT devices (internet-connected devices requiring network access).

This Security-as-a-Service model has proven instrumental, as hardware sensors continuously analyze network data, allowing for rapid detection and response to potential digital threats. The need for enhanced cybersecurity support became particularly clear following the 2020 ransomware incident, which disrupted City operations for an extended period. To further strengthen defenses, the IT Department has since added a Managed Risk module (requiring an additional security appliance) and implemented an email security add-on to help guard against malicious messages.

FISCAL IMPACT

The Operating IT Budget for FY 2024–2025 includes sufficient funds to cover the annual contract cost of \$58,391.61.

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 an annual contract renewal for Arctic Wolf security services and therefore, it is the creation of a governmental funding mechanism or other

CONSENT CALENDAR

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. Quote



XIT Solutions
1112 20th Street
Bakersfield, California 93301
United States
<http://www.xitsolutions.com>
(P) 661-635-0365
(F) 661-635-0162

Quotation (Open)	
Date	Expiration Date
Sep 04, 2025 02:31 PM PDT	10/31/2025
Modified Date	
Oct 08, 2025 10:05 AM PDT	
Quote #	
58556 - rev 1 of 1	
Description	
Artic Wolf	
SalesRep	
Lopez, Robert (P) 661-635-0365 ext. 209	
Customer Contact	
Rubio, Johnny (P) +16617465000 jrubio@shafter.com	

Customer

City of Shafter (CO1417)
Rubio, Johnny
336 Pacific Ave
Shafter, CA 93263
United States
(P) +16617465000

Bill To

City of Shafter
336 Pacific Ave
Shafter, CA 93263
United States

Ship To

City of Shafter
336 Pacific Ave
Shafter, CA 93263
United States

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	Tax	Qty	Unit Price	Total
1	MDR MR + 4 TOUCHPOINTS ARCTIC WOLF PLUS USER LICs -SILVER	AW-PLUS-USER-SILVER	No	165	\$222.88	\$36,775.20
2	MDR MR + 4 TOUCHPOINTS ARCTIC WOLF PLUS SERVER LICs SILVER	AW-PLUS-SERVER-SILVE	No	38	\$222.88	\$8,469.44
3	MDR LOG RET 1YR SVCS ARCTIC WOLF MDR LOG RET 1YR	AW-MDR-1YR	No	203	\$12.79	\$2,596.37
4	200SRS SENSOR 2X10G MM FIBER SFP+ MOD W LC CONN HW ARCTIC WOLF	AW-MDR-2XX-S-10G	No	2	\$4,000.00	\$8,000.00
5	Arctic Wolf Managed Detection and Response Remote monitoring - for Microsoft Office 365 - 1 user - 24x7	AW-MDR-O365	No	150	\$17.00	\$2,550.00
6	200SRS MNGD RISK SCNR HW ARCTIC WOLF 200SRS MNGD RISK SCNR	AW-MR-2XX-S	No	1	\$0.20	\$0.20
7	ARCTIC WOLF SECURITY OPERATIONS WARRANTY - 1M (ENROLLMENT REQUIRED)	AW-WARRANTY-1000	No	1	\$0.20	\$0.20
8	Arctic Wolf Platform Base Platform Remote monitoring - 24x7	AW-PLATFORM-BASE	No	1	\$0.20	\$0.20

All prices listed in this quote are subject to change without notice. XIT Solutions reserves the right to adjust pricing due to fluctuations caused by tariffs, supplier costs, government regulations, or other market conditions. Final pricing will be confirmed at the time of order placement.

Subtotal: \$58,391.61
Tax (7.2500%): \$0.00
Shipping: \$0.00
Total: \$58,391.61

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: Randy Milligan, Police Chief

SUBJECT: SHAFTER POLICE DEPARTMENT ASSISTANT CHIEF POSITION
APPROVAL

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; authorize the City Manager to add an Assistant Chief position within the Shafter Police Department’s organizational structure as part of the operating budget.

BACKGROUND

The City of Shafter is one of the fastest-growing communities in California, and the Police Department has nearly doubled in sworn and professional staff in the last two years. Additionally, the department has introduced new programs and technologies to enhance public safety, improve officer capabilities, and build community trust. When compared to nearby communities, the City of Shafter has enjoyed a level of safety.

Currently, the police department is staffed with 42 sworn personnel consisting of the Chief, three Lieutenants (Operations, Administrative, and Support), Six Sergeants (Four Patrol, one Administrative, and one Assigned to the South Area Sub-Station), Six Senior Officers (Four Patrol, & Two Detectives), 25 Patrol Officers, and 1 School Resource Officer funded by the Richland School District.

Additionally, the Police Department employs 18 professional staff positions, which consist of one Executive Assistant, one Dispatch Supervisor, seven Dispatchers, one Records Supervisor, one Records Clerk, one Property/Evidence Manager, one Property Technician, one Animal Control Manager, two Animal Control Officers, and two Animal Control Attendants.

The Police Department currently has four sworn positions vacant and one non-sworn position vacant. The department has eleven positions, either in field training or in the background process.

Over the last two years, the Police Department’s responsibilities have increased significantly. With the continued growth of the City, the Police Department will need to continue adding more sworn personnel and professional staff to maintain operations. To address this, Staff recommends the addition of an Assistant Chief position. This

CONSENT CALENDAR

position provides enhanced leadership capacity and operational effectiveness. The new position will provide direct administrative and operational support to the Chief of Police, manage day-to-day departmental activities, and improve strategic planning and community engagement. This addition is essential for ensuring efficient department operations and continuity of leadership, especially as the department's responsibilities expand.

FISCAL IMPACT

The cost of the Assistant Chief position is estimated at approximately \$295,000 annually. However, this position will be funded through existing salary savings from current vacancies and other unspent personnel appropriations. Therefore, no additional budget appropriation is required for Fiscal Year 2025/26, and no impact is expected for the current Fiscal Year 2024/25.

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 an Assistant Chief position 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

Not Applicable

ATTACHMENTS

None



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: Randy Milligan, Police Chief

SUBJECT: CALIFORNIA HIGHWAY PATROL WEAPONS SHOOTING RANGE AGREEMENT

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; and approve and authorize the Chief of Police to enter into a three-year contractual agreement with California Highway Patrol for the use of the Weapons Shooting Range.

BACKGROUND

Since 2009, the Shafter Police Department has contracted with multiple local agencies to use the department's weapons shooting range. These arrangements have resulted in generating some revenue for expansion and upgrading of the shooting range, the most recent being the second phase installation of the electronic moving target technology used at the pistol bay.

Additionally, the ability to have other entities has offered opportunities for Shafter officers to attend trainings that are local versus some distance away. Many times, some specialty trainings have resulted in student spots being dedicated to Shafter officers as well as having no cost to the agency.

All of the opportunities to use the range creates positive relationships with all the various entities that use it as well, from the District Attorney's office, California Highway Patrol (CHP), Kern County Probation and so on. Overall, this is a significant rapport builder as well as a helpful way to generate funding for continued improvement of the range.

The current three-year agreement with the California Highway Patrol will expire on December 31, 2025. The California Highway Patrol has approached the police department to update the contract for an additional three years.

FISCAL IMPACT

Approval of the agreement with the California Highway Patrol Buttonwillow Office will generate approximately \$5,700 per year. The three-year life of the agreement will generate \$17,100

CEQA ANALYSIS

CONSENT CALENDAR

The action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines because the action is to enter into a 3-year contractual agreement with CHP for the use of the existing City of Shafter Firearms Facility and therefore, it is a 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. 25C426000 City of Shafter (2)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

25C426000

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

City of Shafter Police Department

2. The term of this Agreement is:

START DATE

01/01/2026

THROUGH END DATE

12/31/2028

3. The maximum amount of this Agreement is:

\$17,100.00 (Seventeen Thousand One Hundred Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions - 02/2025	*
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Shafter Police Department

CONTRACTOR BUSINESS ADDRESS

201 Central Valley Highway

CITY

Shafter

STATE

CA

ZIP

93263

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

5. Detailed description of work to be performed:

- A. The weapons firing range use shall be limited to CHP personnel assigned to the Buttonwillow Area office. Maximum number of CHP personnel using range: 31 per quarter.
- B. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs. The classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the Range Master.
- C. Contractor and CHP agree the weapons firing range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.
- D. The CHP agrees that its members using the weapons firing range facilities under this Agreement shall be governed by the range safety rules established by Contractor.
- E. Brass will be retained by Contractor.
- F. The weapons firing range must be able to accommodate the following:
 - 1) .40 caliber pistol (loaded with Department-issued ammunition currently 180G)
 - a. Twelve (12) shoots per year, one (1) each month or two (2) every other month.
 - b. Two (2) qualification shoots which must be performed at the following distances:
2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.
 - c. Ten (10) practice shoots, of which two (2) night shoots are recommended.
 - d. Use for make-up shoots at times mutually agreeable to both parties.
 - 2) Tactical rifle (.223 caliber)
 - a. Four (4) shoots per year (quarterly).
 - b. One (1) night shoot is required.
 - c. Maximum distance of 50 yards.
 - 3) Shotgun (00 buckshot)
 - a. Eight (8) shoots per year (two (2) quarterly).
 - b. Two (2) night shoots required.
 - c. Distance 15 yards maximum.
- G. Inspection and test firing of weapons:
 - 1) All weapons are to be test fired after each required inspection by the Buttonwillow Weapons Range Officer.
 - 2) Use of facility to test fire weapons will be coordinated between the Buttonwillow Weapons Range Officer and the Contractor.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: Jonathan S. Finney, Lieutenant
Office: Buttonwillow Area office
Address: 29449 Stockdale Highway
Bakersfield, CA 93314

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Rate Schedule

CHP agrees to pay Contractor \$475.00 (Four Hundred Seventy-Five Dollars and Zero Cents), monthly in arrears for actual services rendered, for use of the weapons firing range facility.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Both Contractor and CHP reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other.
2. Agreement may be amended by mutual written consent of the parties hereto.
3. If Contractor shall be temporarily unable to provide services, the State, during the period of Contractor's inability to provide services, reserves the rights to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the Agreement rate.
4. Contractor agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of the Contractor.
5. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution
6. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor Shafter agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: Rogelio Sanchez, Finance Director, Isarel Perez-Hernandez, CMT,
Deputy Finance Director

SUBJECT: LAFCO BUDGET APPROPRIATION APPROVAL

RECOMMENDATION

Council find that the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; adopt Resolution No. 3047, a Resolution of the City Council of the City of Shafter, authorizing appropriation of funds to pay the City of Shafter’s annual allocation to the Kern Local Agency Formation Commission (LAFCO).

BACKGROUND

The Local Agency Formation Commission (LAFCo) is an independent regulatory agency. Every county in California has its own LAFCo. In Kern County, LAFCo is responsible for:

- Reviewing and approving boundary changes for cities and special districts (annexations, detachments, formations, dissolutions)
- Preparing Municipal Service Reviews (MSRs) to evaluate the capacity of local agencies to provide services
- Promoting the efficient delivery of governmental services
- Discouraging urban sprawl and encouraging orderly growth.

Kern LAFCo is composed of a seven-member Commission consisting of representatives from the County Board of Supervisors, cities, independent special districts, and the public.

LAFCo Budget and Cost Allocation

Each year, Kern LAFCo adopts an operating budget that is allocated among:

- One-third County of Kern
- One-third all cities collectively
- One-third all independent special districts collectively

The cities’ one-third share is then prorated among individual cities based on each city’s

general revenues reported to the State Controller's Office. Cities with higher general revenues contribute a larger portion of the total city share.

Once the LAFCo budget is adopted, the Kern County Auditor-Controller calculates the exact amount owed by each city and issues invoices, typically in the first quarter of the fiscal year.

For example, if the total LAFCo budget were \$600,000, cities collectively would owe \$200,000. A city that represents 10 percent of the total city general revenues would owe \$20,000.

Current Year Invoice and Budget Increase

The City received an invoice for \$20,790 for Fiscal Year 2025-26, which represents a significant increase compared to prior years. Kern LAFCo staff has explained that the increase is primarily due to:

- Expansion of staff positions from 3.5 to 4.5 FTEs to support a new Municipal Service Review program
- Rising CalPERS, insurance, and operating costs
- An overall budget increase of approximately 119% compared to the previous fiscal year

These increases were adopted as part of Kern LAFCo's annual budget process. While Shafter's allocation is higher than most Cities of similar population, this is directly tied to Shafter's higher reported general revenues, not discretionary factors. The invoice is attached, along with the LAFCo budget and the resolution adopted by the Commission.

FISCAL IMPACT

The City's share of Kern LAFCo's Fiscal Year 2025–26 budget is \$20,790, representing an increase from the prior year due to LAFCo's expanded staffing and operational costs. This amount is not currently included in the adopted General Fund budget. Staff recommends that Council authorize a budget adjustment to allocate funding from available General Fund contingency or savings from vacant positions to ensure timely payment.

While the increase is significant, it reflects LAFCo's countywide cost-sharing formula based on general revenues reported to the State Controller's Office. Shafter's higher contribution is a byproduct of the City's strong fiscal performance and growing general revenue base.

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 the LAFCO budget appropriation for the City of Shafter 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

ATTACHMENTS

1. Resolution No. 3047
2. LAFCo Invoice
3. LAFCo Final Budget
4. Kern LAFCo - Reso no. 25-11

RESOLUTION NO. 3047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER AUTHORIZING AN APPROPRIATION OF FUNDS TO PAY THE CITY OF SHAFTER'S ANNUAL ALLOCATION TO THE KERN LOCAL AGENCY FORMATION COMMISSION (LAFCO)

WHEREAS, the Local Agency Formation Commission (LAFCo) is an independent regulatory agency established under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.) to oversee boundary changes, service delivery, and municipal organization within each county in California; and

WHEREAS, Kern LAFCo's annual budget is divided equally into thirds, with one-third paid by the County, one-third by the cities collectively, and one-third by the independent special districts collectively, with each city's share prorated based on its proportion of general revenues as reported to the State Controller's Office; and

WHEREAS, the City of Shafter has received an invoice from the Kern County Auditor-Controller for its Fiscal Year 2025-26 share of LAFCo costs in the amount of \$20,790, representing an increase over prior years due to expanded staffing levels, increased pension and insurance costs, and implementation of a new Municipal Service Review program; and

WHEREAS, payment of the City's proportional LAFCo share is required by law to maintain good standing and compliance with state-mandated local governance regulations; and

WHEREAS, sufficient funds are not currently appropriated in the adopted Fiscal Year [2025-26] General Fund budget to cover this expense, necessitating a one-time budget appropriation.

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: The City Council hereby authorizes an appropriation of **\$20,790** from the General Fund to pay the City of Shafter's share of the Kern Local Agency Formation Commission's Fiscal Year 2025-26 budget.

SECTION 2: The City Manager or designee is authorized to process payment to the Kern County Auditor-Controller upon approval of this resolution.

SECTION 3: This action is not a "project" subject to the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15060(c)(3), because it involves general policy and administrative funding without physical changes to the environment.

SECTION 4: This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED ON THIS 21st DAY OF OCTOBER, 2025.

Chad Givens, Mayor

ATTEST

Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney

August 21, 2025

City of Shafter
336 Pacific Ave
Shafter, CA 93263

SUBJECT: RECOVERY OF LAFCO'S OPERATING COSTS FOR FISCAL YEAR 2026

The operating costs identified for City of Shafter is \$20,790.

In accordance with Government Code Section 56381 et. seq. and LAFCo commission's Resolution 01-04 and 12-23, the Auditor-Controller-County Clerk has calculated each agency's share of LAFCo's operation costs. Within 60 days of receiving this letter, it is the responsibility of your agency to remit your identified operating costs.

Please let us know, in the future, if your district would like to be billed automatically via journal.

Please remit to:

Kern County Auditor-Controller-County Clerk
1115 Truxtun Avenue, 2nd Floor
Bakersfield, CA 93301-4639

If you have any questions or concerns regarding this matter, please contact me by phone at 661-868-3550 or by e-mail at moraleser@kerncounty.com.

**LOCAL AGENCY FORMATION COMMISSION
ALLOCATION OF COST TO TAXING AGENCIES
FISCAL YEAR 2024-2025**

AGENCY	PERCENT	ALLOCATION
COUNTY	100.00%	310,755
CITIES		
City of Arvin	1.487%	4,620
City of Bakersfield	70.788%	219,976
City of California City	2.152%	6,688
City of Delano	6.594%	20,492
City of Maricopa	0.107%	333
City of McFarland	1.550%	4,816
City of Ridgecrest	4.174%	12,969
City of Shafter	6.690%	20,790
City of Taft	1.230%	3,823
City of Tehachapi	2.567%	7,976
City of Wasco	2.662%	8,271
TOTAL CITIES	100.000%	310,754
INDEPENDENT SPECIAL DISTRICTS		
Arvin Community Services District	0.498%	1,547
Arvin-Edison Water Storage District	4.151%	12,899
Bear Mountain Recreation and Park District	0.105%	325
Bear Valley Community Services District	1.157%	3,597
Belridge Water Storage District	2.385%	7,410
Berrenda Mesa Water District	2.708%	8,416
Boron Community Services District	0.096%	300
Buena Vista Water Storage District	1.833%	5,695
Buttonwillow County Water District	0.059%	184
Buttonwillow Recreation and Park District	0.058%	182
Cawelo Water District	2.444%	7,596
Cemetery District No. 1	0.205%	638
Delano Mosquito Abatement District	0.161%	499
Desert Lake Community Services District	0.029%	92
East Kern Cemetery District	0.069%	215
East Kern Health Care District	0.032%	101
East Niles Community Services District	1.562%	4,854
Eastern Kern Resource Conservation District	0.006%	19
Enos Lane Public Utility District	0.010%	30
Frazier Park Public Utility District	0.151%	468
Golden Hills Community Service District	0.390%	1,211
Greenfield County Water District	0.242%	752
Henry Miller Water District	0.665%	2,066
Indian Wells Valley Airport District	0.260%	807
Indian Wells Valley Water District	1.617%	5,025
Inyokern Community Services District	0.000%	0
Kern County Citrus Pest Control District	0.100%	312
Kern County Water Agency	27.407%	85,172
Kern Delta Water District	1.711%	5,316
Kern Mosquito and Vector Control	0.734%	2,281
Kern River Valley Cemetery District	0.025%	79
Kern Valley Healthcare District	0.000%	0
Kern Valley Resource Conservation District	0.000%	0
Kern-Tulare Water District	1.278%	3,971
Lamont Public Utility District	0.669%	2,079

**LOCAL AGENCY FORMATION COMMISSION
ALLOCATION OF COST TO TAXING AGENCIES
FISCAL YEAR 2024-2025**

AGENCY	PERCENT	ALLOCATION
Lamont Storm Water District (Kern)	0.001%	1
Lebec County Water District	0.057%	176
Lost Hills Utility District (Kern)	0.138%	430
Lost Hills Water District	2.300%	7,149
McAllister Ranch Irrigation District	0.000%	0
McFarland Recreation and Park District	0.125%	388
Mettler County Water District	0.017%	53
Minter Field Airport District	0.273%	848
Mojave Air and Space Port	1.362%	4,231
Mojave Public Utility District	0.368%	1,142
Mountain Meadows Community Services District	0.000%	0
Muroc Hospital District	0.000%	0
North Edwards Water District	0.017%	54
North Kern Cemetery District	0.209%	648
North Kern - South Tulare Hospital District	0.000%	0
North Kern Water Storage District	3.222%	10,014
North of the River Municipal Water District	0.664%	2,063
North of the River Recreation and Park District	1.314%	4,082
North of the River Sanitary District No. 1 (Kern)	1.446%	4,494
North West Kern Resource Conservation District	0.011%	31
Olcese Water District	0.000%	0
Quail Valley Water District	0.021%	64
Rand Communities Water District	0.029%	89
Rosamond Community Services District	1.341%	4,168
Rosedale-Rio Bravo Water Storage District	4.518%	14,041
Semitropic Water Storage District	9.637%	29,949
Shafter Recreation and Park District	0.102%	319
Shafter-Wasco Irrigation District	1.128%	3,506
South Fork Mosquito Abatement District	0.003%	9
South Kern Cemetery District	0.052%	162
Southern San Joaquin Municipal Utility District	2.963%	9,208
Southwest Healthcare District	0.016%	50
Stallion Springs Community Services District	0.361%	1,121
Tehachapi - Cummings County Water District	1.418%	4,408
Tehachapi Cemetery District	0.076%	235
Tehachapi Valley Healthcare District	0.000%	0
Tehachapi Resource Conservation District	0.005%	13
Tehachapi Valley Recreation and Park District	0.202%	628
Tejon-Castac Water District	0.000%	0
Wasco Recreation and Park District	0.000%	0
West Kern Water District	2.483%	7,716
West Side Cemetery District	0.071%	221
West Side Health Care District	0.768%	2,386
West Side Mosquito and Vector Control District	0.141%	437
West Side Recreation and Park District	0.250%	776
Wheeler Ridge-Maricopa Water Storage District	10.074%	31,307
Total Special Districts	100.000%	310,755

KERN LAFCO PROPOSED FINAL BUDGET FOR FISCAL YEAR 2025-2026

<u>INCOME</u>	<u>EXP</u>	ADOPTED 22-23	ADOPTED 23-24	ADOPTED 24-25	ADOPTED 25-26
USER FEES		50,000	50,000	50,000	60,000
AGENCY CONTRIBUTIONS		686,439	784,900	844,625	1,004,685
<u>TOTAL REVENUE</u>		736,439	834,900	894,625	1,064,685
<u>SALARIES & EMPLOYEE BENEFITS</u>	6100				
SALARIES	6110	337,864	355,000	367,425	455,285
FICA	6410	22,500	22,500	28,500	34,900
UNFUNDED LIABILITY PERS	6430	71,000	69,000	93,000	93,000
STATE RETIREMENT	6430	34,500	41,000	49,000	55,900
EMP. GROUP INSURANCE	6510	77,475	102,000	104,500	143,000
WORKERS COMP.	6600	1,400	1,400	1,800	2,800
<u>SALARIES & EMPLOYEE BENEFITS</u>		544,739	590,900	644,225	784,885
<u>SERVICES & SUPPLIES</u>	6800				
INSURANCE - GEN. LIABILITY	6900	7,000	7,100	8,500	8,500
MEMBERSHIPS	7400	1,600	2,000	2,100	7,100
OFFICE EXPENSE	7450	28,000	28,000	26,000	35,000
PROF. & SPEC. SERVICES	7500	92,000	140,000	140,000	151,500
PUBL. & LEGAL NOTICES	7600	6,000	6,000	5,000	5,000
RENTS AND LEASES	7650	36,500	37,500	45,000	45,000
SPECIAL DEPT. EXPENSES	7700	1,600	1,900	2,000	2,200
TRANSPORTATION & TRAVEL	7740	16,000	18,000	18,000	21,000
TT/PERSONAL VEHICLE MILE.	7750	3,000	3,500	3,800	4,500
<u>SERVICES & SUPPLIES TOTAL</u>		191,700	244,000	250,400	279,800
		736,439	834,900	894,625	1,064,685
TOTAL ANNUAL DIFF. %		105.2%	113.4%	107.2%	119.0%

KERN LAFCO PROPOSED FINAL BUDGET FOR FISCAL YEAR 2025-2026

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**Kern Local Agency
Formation Commission**
5300 Lennox Ave. Suite 303
Bakersfield, CA 93309
661-716-1076
www.kernlafco.org

MEMO

DATE: April 16, 2025
TO: Kern LAFCo Commissioners
FROM: Blair Knox, Executive Officer
RE: Justification of Draft Final Budget 2025-2026

Attached please find the proposed 2025-2026 LAFCo Draft Final Budget. State law requires that a preliminary budget be adopted prior to the consideration of the final budget. The final budget is due June 15, 2025.

Update since Preliminary Budget

Two issues were raised at the Preliminary Budget hearing.

First, the addition of security for Commission meetings was requested. The building ownership was contacted and indicated that they have an agreement with Trans West for security services. Staff has reached out to receive a quote and as of this writing, have not received a response. An estimate will be provided at the Commission meeting if available.

The second issue concerns modifications to the Municipal Service Review Policy. The Commission asked that staff reach out to the Cities and Special Districts. Staff met via video conference as part of the City Manager's meeting and an invitation to a video conference was sent to General Managers of independent Special Districts. The City managers showed support for addressing issues with agencies that are in distress as several are adjacent or near their cities.

Seventeen Special Districts attended the video conference. A comment was received in favor of placing the cost of the MSR's on the budget and collected through the yearly assessment.

Both groups asked about how individual agencies would be selected. Neither group objected to the need for this work to be accomplished.

RESERVE: The amount of unused sick and vacation time has dropped significantly since last year's budget. If the Commission continues with the same formula (10% of the budget + unused sick and vacation time = reserve amount) then the reserve will actually go down.

Overview

The approach to the previous 2024-2025 budget was focused on restructuring how cities and special districts provide services across the County. This year's budget focuses on Municipal Service Reviews (MSR) compliance.

There are opportunities to reorganize how services are provided to improve reliability and cost effectiveness throughout the County. Doing so will require additional resources that will benefit LAFCo partner agencies and the public in the long run.

Currently, we are operating with 3 full-time positions and one part-time position, all filled. The part-time position is working on long-term projects, with the expectation that we will need technical assistance with applications, feasibility studies, CEQA documentation, etc. Short term, these technical roles will be handled by outside engineering firms or consultants or a fifth employee will need to be hired and budgeted for.

Revenue

User Fees – This item includes fees received from applicants for processing applications. It also includes any reimbursements received. The fee schedule was revised starting in the 2021-2022 budget year. This last year we had more proceedings, therefore more fees collected meeting expectations. The expectation for 2025-2026 is for the number of proceedings to rise slightly, therefore the amount budgeted reflects a small increase. A fee increase is considered in another item on the agenda.

Agency Contributions – The yearly assessment is divided with one third from the County, one third from the Cities and one third from the Special Districts. These contributions are calculated and collected by the County. This number will be adjusted to account for any carryover from the 2024-2025 budget.

For several years this Commission took 25% of the carryover and used it to pay down CalPERS unfunded retirement liability. Last year the Commission approved 50% of the carryover to go towards unfunded liability payments. As CalPERS operates from numbers that are two and three years old, the current liability is beginning to show the recovery after the COVID downturn in the economy. If the Commission chooses to do so, the Commission can continue to be more aggressive and use 50% of the carryover to pay down the unfunded liability again this year.

Expenditures

Salaries and FICA – The proposed level of funding covers three full time employees: Executive Officer, Deputy Executive Officer/Senior Analyst, Administrative Assistant/Clerk as well as a part time Assistant to the Executive Officer/Receptionist. Salaries and benefits make up approximately 3/4th's of the entire yearly budgeted expenses.

State Retirement and Unfunded Liability PERS– LAFCo is budgeting the employer portion of retirement which will be 18.32% (2024-2025), up from 16.15% (2023-2024) for the new fiscal year. LAFCo employees pay 100% of the employee portion which will be 7.80%.

Fiscal Year	Employer Cost Rate	Normal	Employer Amortization of Unfunded Accrued Liability
2024-25	18.32%		\$92,356

<i>Projected Results</i>		
2025-26	18.3%	\$92,000

Employee Group Insurance – This includes the set amount each covered employee receives in health benefits for the year plus an estimated rollover from the current year. Although this number looks high, only a portion is used each year. Any unused portion stays with LAFCo if an employee leaves for any reason. Employees reimburse 20% of all health benefits used.

Workers Comp – Workers Compensation Insurance through SDRMA shows a significant increase.

Insurance – General Liability – This insurance, also through SDRMA has also risen.

Memberships – This amount covers CSDA and Kern County Special Districts Association memberships. The possible breakup of CALAFCO has created an opportunity to fund a new effort. An additional \$5,000 will be added to the budget for potentially joining a new effort or potentially review of changes to CALAFCO if they choose to reorganize.

Office Expense – This item covers general office expenses supplies, equipment, and the maintenance contract for the copy machine. Computer software is increasingly paid for on a yearly basis. The amount includes equipment replacement for Windows 10 compatible computers.

Rents and Leases – The Commission recently agreed to a one-year lease extension with an opportunity to opt out after 6-months, with a 60-day notice. This will allow for additional time for any number of other space opportunities to present themselves.

Professional and Specialized Services – This item is for Commissioner stipends, audits, legal counsel, bookkeeping, HR services, Kern Television, IT services, reports and lists from the Assessor and Elections, as well as any specialized consulting services that may be needed by the Commission. The budget for this category increases as additional work is expected. As the Commission determines whether to move forward with potential consolidation or restructuring of agencies, studies will need to be developed to address the path forward. For various reasons, bringing those studies forward has taken longer than anticipated as other agencies involved have been slow to buy in.

Transportation & Travel and TT/Personal Vehicle Miles – This category increases slightly with more trips to trainings, cities and special district expected.

Reserve- Commission policy requires a reserve of 10%. In addition, accrued vacation and sick leave is also set aside. Due to a significant amount of sick and vacation time being used in the current fiscal year, the actual reserve will go down slightly compared to last year.

Additional Employee Option - During another item on the agenda there will be discussion about mandatory Municipal Services Reviews (MSR) that will require additional funding. One option is to hire an additional staff member to write MSR's. This option is included in a separate column under the heading Employee 5.

RECOMMENDATION:

Approve the Draft Final Budget for 2025-2026 including a potential 5th employee and additional funds for security services as LAFCo Commission meetings. Use 50% of the carryover from the previous year to pay down CalPERS unfunded liability. Reduce reserve to meet the existing formula.

**BEFORE THE LOCAL AGENCY FORMATION COMMISSION
COUNTY OF KERN, STATE OF CALIFORNIA**

In the Matter of:	Resolution No. 25-11
ADOPTION OF KERN LOCAL AGENCY FORMATION COMMISSION 2025-2026 PROPOSED FINAL BUDGET AS PER GOVERNMENT CODE § 56381	Proceeding No. ----
	Minute Book 72

I, Blair Knox, Executive Officer, of the LOCAL AGENCY FORMATION COMMISSION, COUNTY OF KERN, STATE OF CALIFORNIA, hereby certify that the following resolution, proposed by Commissioner **Couch**, seconded by Commissioner **Clark**, was duly adopted by the Commission at an official meeting thereof held on the 16th day of April 2025 by the following vote:

Aye: Clark, Couch, Endicott, Flores, Gonzales, McKibbin, Zaragoza

Nay: None

Abstain: None

Absent: Ayon, Fowler



Blair Knox, Executive Officer

RESOLUTION MAKING DETERMINATION

Whereas, the Commission held a public hearing in person, by Zoom and by teleconference on the proposed Fiscal Year 2025-2026 LAFCo Final Budget on April 16, 2025, pursuant to a notice of hearing which was published and posted;

Whereas, at said hearing, the Commission heard and received evidence, both oral and written regarding the proposal, and all person's present were given an opportunity to be heard; and

Whereas, the Commission is fully advised in the premises; now therefore, be it
Resolved that the Local Agency Formation Commission, County of Kern, State of California, on behalf of its members, finds and determines as follows:

1. *specific reference is hereby made to all the papers, documents, files and proceedings heretofore and now taken, had and filed in this matter with particular reference to Minute Item 4/16/25-6, as appears upon the official minutes of the proceedings of this Commission;*
2. *all of the proceedings heretofore and now taken and had in this matter have been and now are in all respects as required by law;*
3. *pursuant to the authority granted by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, the Proposed Fiscal Year 2025-2026 LAFCo Final Budget is hereby approved and attached hereto;*
4. *the Executive Officer of this Commission is authorized and directed to provide copies of this resolution in the manner provided by law.*

KERN LAFCO PROPOSED FINAL BUDGET FOR FISCAL YEAR 2025-2026

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		736,439	834,900	894,625	1,064,685
TOTAL ANNUAL DIFF. %		105.2%	113.4%	107.2%	119.0%



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: Rogelio Sanchez, Finance Director, Isarel Perez-Hernandez, CMT, Deputy Finance Director

SUBJECT: PART-TIME/FULL-TIME TRANSIT DRIVER AUTHORIZATION

RECOMMENDATION

Council find that the action is not defined as a “project” under Section 15378(b)(5) of the CEQA Guidelines; and adopt Resolution No. 3048, a Resolution of the City Council of the City of Shafter, authorizing the City Manager or Designee to add and fund a Transit Driver Position (Full-Time or Part-Time) to support increased ridership and service reliability within the Shafter Transit System.

BACKGROUND

The City of Shafter continues to experience significant population and economic growth. New housing developments in Gossamer Grove and increased job opportunities within the Wonderful Logistics Park have expanded the community’s transportation needs. According to the California Department of Finance, population estimates from 2020 to 2025 show that Shafter has grown by approximately 18 percent, making it one of the fastest-growing cities in Kern County. In comparison, several neighboring cities have either remained stable or experienced population decline. This trend highlights Shafter’s position as a regional growth center and a community of increasing economic opportunity. (See *Figure 1 and Figure 2*)

This growth is reflected not only in new residential construction but also in a notable rise in public transit ridership. Since the implementation of the Free Ride Program in May 2025, ridership has increased steadily. The program, fully funded through a state transit grant (Low Carbon Transit Operations Program - LCTOP), has removed financial barriers for residents and encouraged greater reliance on shared transportation. The current grant funding extends for another three years, and staff are actively preparing a second-round application to ensure program continuity and long-term sustainability.

The Free Ride Program and Shafter’s expanding transit network directly support the State of California’s Climate Action and Sustainable Transportation goals, which emphasize reducing greenhouse gas emissions, vehicle miles traveled, and dependence on single-occupancy vehicles. The California Air Resources Board (CARB) Scoping Plan calls for local governments to play an active role in shifting travel behavior toward public and shared transportation options. By increasing ridership and enhancing service reliability, Shafter is contributing to these statewide efforts to improve air quality,

reduce carbon emissions, and promote sustainable growth.

DISCUSSION

Expanding the City's transit capacity is essential to maintaining reliable service as Shafter continues to grow. Increased service requests to the Industrial Complex, student ridership after school, the Gossamer Grove development have placed additional pressure on the existing transit team. A round trip to these destinations can take up to forty minutes, which reduces bus availability within the city core and contributes to scheduling challenges. Delays and reduced trip frequency can affect residents who rely on transit for work, school, doctor appointments, and essential services. The Kern Council of Governments (Kern COG) recently conducted the first phase of outreach for its Countywide Transportation Plan. Feedback from Shafter riders and non-riders throughout Kern County identified similar challenges, including driver shortages, late bus arrivals, and limited service to outlying employment areas. Many respondents suggested dedicated routes for seniors and commuters, along with additional staffing to improve reliability. These findings align closely with the local conditions observed in Shafter, where population and ridership have grown significantly.

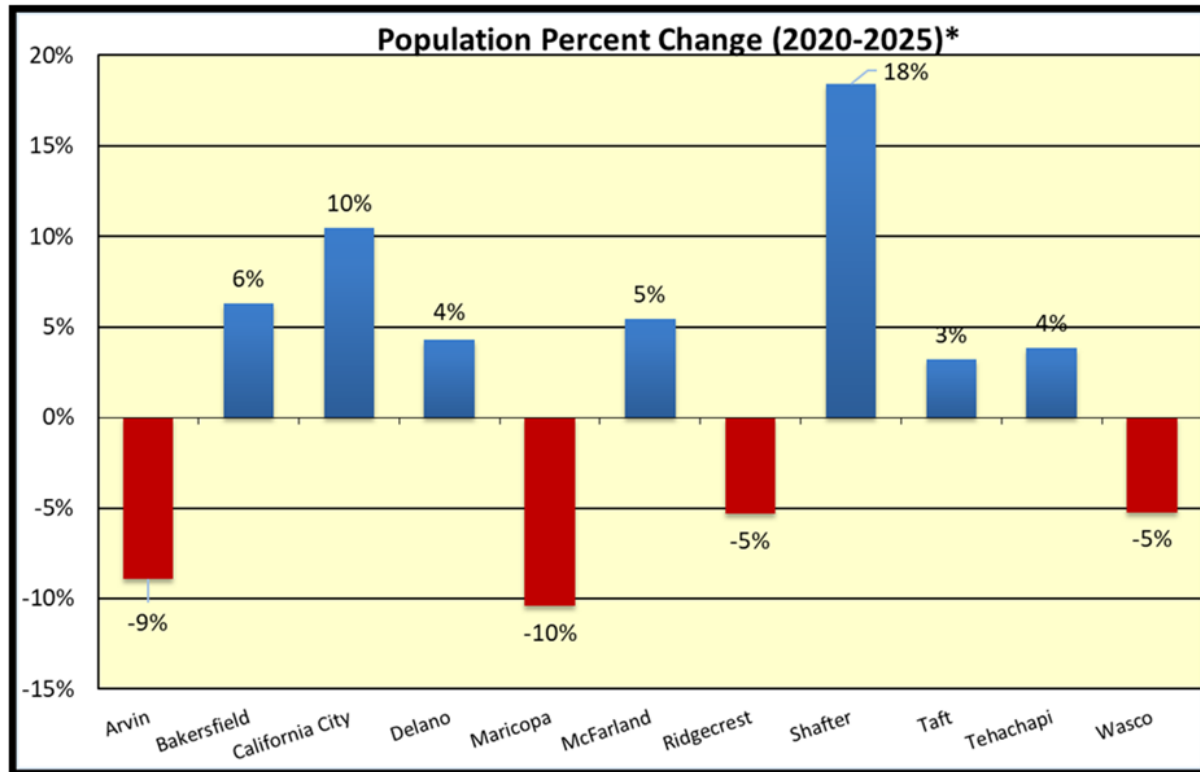
To respond to this demand, Staff recommend adding a Transit Driver position that may be filled as either full-time or part-time, depending on operational needs and the applicant pool. This flexible approach allows the City to attract a wider range of qualified candidates. Some applicants, such as retired certified drivers, may prefer part-time schedules, while others may seek full-time positions. Having the option for both ensures service continuity and helps prevent excessive workloads for current staff. Staff is working on the purchase of an additional transit van to improve route coverage and scheduling flexibility. Together, these actions will allow the City to expand service where it is most needed while maintaining safe and dependable operations. The position and vehicle purchase will be fully funded through available transit grants, with no impact on the General Fund.

Public transportation remains a cornerstone of California's environmental and sustainability strategy. Every additional rider who chooses transit over driving helps reduce carbon emissions, improve local air quality, and relieve traffic congestion. The City's Free Ride Program has already proven successful in promoting these goals by encouraging shared transportation and lowering household travel costs. Expanding service capacity through potential dedicated routes to the Industrial Complex, and Gossamer Grove would further strengthen this effort.

These initiatives directly align with the State of California's Climate Action and Sustainable Transportation goals outlined by the California Air Resources Board (CARB). The State's plan calls for a forty percent reduction in greenhouse gas emissions from 1990 levels by 2030. Public transit expansion is a key part of achieving this objective. By providing more frequent and accessible service, Shafter can reduce single-occupancy vehicle use, support regional mobility, and contribute meaningfully to state and local climate targets. The City's approach balances sustainability, operational

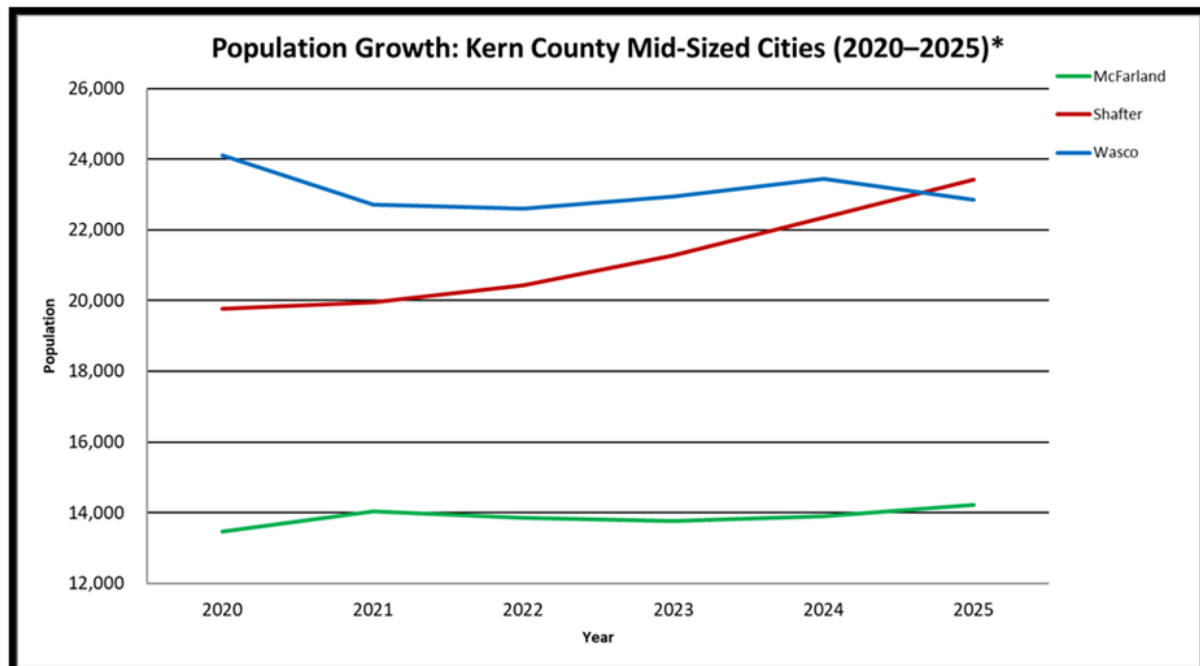
PART-TIME/FULL-TIME TRANSIT DRIVER AUTHORIZATION

efficiency, and workforce well-being. Expanding transit staffing and resources will allow Shafter to continue providing reliable, environmentally responsible transportation that meets the needs of a growing community.



* Exclusions such as residents on federal military installations, state mental institutions, state and federal correctional institutions and veteran homes are excluded.

* Source: <https://dof.ca.gov/wp-content/uploads/sites/352/2024/04/PriceandPopulation2024.pdf>



PART-TIME/FULL-TIME TRANSIT DRIVER AUTHORIZATION

* Exclusions such as residents on federal military installations, state mental institutions, state and federal correctional institutions and veteran homes are excluded.

* Source: <https://dof.ca.gov/wp-content/uploads/sites/352/2024/04/PriceandPopulation2024.pdf>

FISCAL IMPACT

The proposed position will be fully funded through existing and anticipated transit allocations, including State Transportation Assistance (STA), Local Transportation Funds (LTF), and Federal Transit Administration (FTA) operating grants. There will be no impact to the General Fund.

The approved pay range for the Transit Driver classification is Range 108, equivalent to \$2,296 biweekly or approximately \$60,000 annually in base pay.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is to authorize one part-time/full-time transit driver 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

No

ATTACHMENTS

1. Resolution No. 3048

RESOLUTION NO. 3048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ADD AND FUND A TRANSIT DRIVER POSITION (FULL-TIME OR PART-TIME) TO SUPPORT INCREASED RIDERSHIP AND SERVICE RELIABILITY WITHIN THE SHAFTER TRANSIT SYSTEM

WHEREAS, the City of Shafter continues to experience significant population and economic growth, resulting in a measurable increase in local transit ridership; and

WHEREAS, since the implementation of the Free Ride Program in May 2025, funded through state transit grants, ridership has increased substantially and is expected to continue rising over the next several years; and

WHEREAS, the Kern Council of Governments (Kern COG) recently conducted the first phase of outreach for its Countywide Transportation Plan, during which residents and transit users expressed the need for improved frequency, expanded routes, and additional staffing to enhance reliability; and

WHEREAS, expanding the City's transit staffing capacity is consistent with the State of California's Climate Action and Sustainable Transportation goals established by the California Air Resources Board (CARB), which promote reduced greenhouse gas emissions, vehicle miles traveled, and single-occupancy vehicle use; and

WHEREAS, providing flexibility in recruitment for either a full-time or part-time position allows the City to attract a broader pool of qualified applicants, including retired certified drivers seeking part-time work and new candidates seeking full-time opportunities; and

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: The City Council hereby authorizes the City Manager or designee to add one Transit Driver position, which may be filled as either a full-time or part-time role based on operational needs

SECTION 2: The City Manager or designee is authorized to use available grant funds from the State Transportation Assistance (STA) program, Federal Transit Administration (FTA) allocations, or other applicable transit funding sources to fund all personnel costs associated with this position.

SECTION 3: This action is not a "project" subject to the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15060(c)(3), because it involves general policy and administrative funding without physical changes to the environment.

SECTION 4: This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED ON THIS 21st DAY OF OCTOBER, 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: October 21, 2025

DEPARTMENT: Rogelio Sanchez, Finance Director, Isarel Perez-Hernandez, CMT,
Deputy Finance Director

SUBJECT: FINANCE DEPARTMENT STAFFING INCREASE

RECOMMENDATION

Council find that the action is not defined as a “project” under Section 15378(b)(5) of the CEQA Guidelines; approve the addition of one full-time position within the Finance Department to strengthen operational capacity, enhance analytical and compliance functions, and expand strategic initiatives; and authorize staff to fund the position through existing and proportionally allocated enterprise and operating funds, with minimal impact to the General Fund and inclusion in the next budget cycle.

BACKGROUND

The City continues to experience one of the fastest rates of growth in Kern County and the State of California. Between January 2024 and January 2025, Shafter led all California cities over 20,000 residents with a population increase of approximately 4.7 percent. This expansion—driven by new residential development in Gossamer Grove, industrial growth in the Shafter Industrial Complex, and continued investment in infrastructure, has substantially increased the City’s fiscal oversight responsibilities.

While Shafter’s population and economy have grown rapidly, Finance Department staffing levels have remained unchanged for many years. Despite this, the department continues to operate at a high standard of accuracy, transparency, and accountability. Finance is the foundation that supports every other City department—overseeing payroll, vendor payments, grants, utility billing, transit funding, and financial reporting that ensures the City remains solvent, compliant, and audit-ready.

Among all City departments, Finance has consistently demonstrated the highest level of cost control. Over the past six years (FY 2018–19 through FY 2023–24), Finance’s expenditures have grown by only 0.2% annually, compared to nearly 9% for Police and Public Works.

	Six Yr CAGR
Department(19 to 24)	
Police	8.9%

FINANCE DEPARTMENT STAFFING INCREASE

Public Works	8.9%
Finance	0.2%
Building	8.9%
Community Services	7.0%
Planning	6.8%
City Manager	8.3%
HR	5.5%
City Clerk	-1.8%

Despite this remarkably lean growth, Finance continues to meet increasing demands for financial reporting, compliance, and interdepartmental support. This level of productivity and cost containment underscores the department's efficiency and fiscal stewardship.

Strategic Financial Value and Impact

Finance is not merely an administrative function—it is a revenue generator and risk mitigator. Recent accomplishments illustrate the department's measurable contribution to the City's financial strength:

- **Investment Income Growth:** Citywide interest income increased from \$1.22 million in FY 2020-21 to a projected \$4.86 million in FY 2024-25, a 30% year-over-year increase from the prior fiscal year. This reflects proactive portfolio management through diversified investments including LAIF, California CLASS, and U.S. Bank securities such as bonds and certificates of deposit.
- **Cost Avoidance and Savings:** Through timely reconciliations, improved procurement oversight, and internal controls, Finance has prevented costly errors and improved accountability across departments.
- **Grant Funding and Revenue Opportunities:** The department is expanding efforts to pursue state and federal grant programs, conduct property and sales tax audits, and identify opportunities for revenue recovery related to purchasing card misuse, allocation errors, and underreported tax distributions.

Collectively, these efforts enhance financial flexibility, safeguard public funds, and support strategic investments in infrastructure, safety, and community services.

Need for Additional Staffing

As the City grows, the demands on the Finance Department have become more technical and wide-ranging. Core workload drivers include:

- **Compliance and Reporting:** More complex requirements under state and federal programs, including transit (FTA, LCTOP), infrastructure grants, and ARPA compliance.

FINANCE DEPARTMENT STAFFING INCREASE

- **Utility Billing and Service Expansion:** Increased accounts from new housing and business growth create more transactions, adjustments, and reconciliations.
- **Grant Management:** Competitive grants require detailed applications, tracking, and reporting—tasks that demand time and specialized expertise.
- **Cross-Training and Continuity:** A lean structure limits redundancy; when staff are unavailable, workload pressures can affect other critical deadlines.

Adding a new position will strengthen the department's ability to manage these demands while also providing the capacity to innovate, through development of data dashboards, financial forecasting models, and performance reporting tools that support informed decision-making by City leadership and Council.

Strategic Vision

- The Finance Department's mission extends beyond accounting—it is about building financial resilience for the City's future. With adequate staffing, the department will have greater capacity to:
- Conduct multi-year fiscal forecasting and capital improvement planning;
- Perform internal audits to identify cost savings and compliance risks;
- Pursue competitive grant programs to fund infrastructure and community enhancements; and
- Support data-driven decision-making through improved analytics and transparency tools.

This investment ensures that the City can maintain its strong reputation for fiscal excellence while continuing to serve a growing and dynamic community.

The City's growth and success are a direct reflection of sound fiscal management and strategic foresight. The Finance Department has delivered exceptional results while maintaining one of the lowest expenditure growth rates in the organization. Adding a new full-time position will ensure that Finance can continue to deliver value, safeguard resources, pursue external funding, and strengthen the City's long-term financial health. Investing in Finance is, ultimately, an investment in Shafter's continued prosperity.

FISCAL IMPACT

The proposed position will be funded through existing and proportionally allocated enterprise and operating funds, including Water, Wastewater, and Transit, with minimal impact to the General Fund. Staff will review existing budget capacity to absorb costs during the current fiscal year and will fully incorporate the position into the FY 2025–26 Budget.

The position may be classified at either Range 209 or Range 261, depending on qualifications and experience. At Range 261, Step E, the total compensation package is approximately \$4,673 bi-weekly, or \$164,530 annually, including salary and benefits.

FINANCE DEPARTMENT STAFFING INCREASE

The estimated budgetary impact for FY 2025–26 is approximately \$110,000, reflecting partial-year costs and proportional funding allocations across multiple funds.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is the approval of one additional full-time position for the finance department 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

No

ATTACHMENTS

None



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: Rogelio Sanchez, Finance Director, Isarel Perez-Hernandez, CMT,
Deputy Finance Director

SUBJECT: LEGAL SERVICES BUDGET APPROPRIATION INCREASE

RECOMMENDATION

Council find that the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve a budget adjustment in the amount of \$230,000 to the Legal Services appropriation for FY 2025–26, increasing the total budget from \$834,000 to \$1,064,000; and authorize the Finance Director to allocate funds as necessary to support ongoing and emerging legal matters.

BACKGROUND

The City of Shafter retains legal counsel to provide ongoing advisory and litigation services on matters involving municipal governance, contracts, labor relations, land use, and compliance with state and federal law. These services are essential to ensure that the City remains in compliance with statutory requirements and is adequately protected from legal exposure.

Each fiscal year, the City budgets for legal services based on historical activity and anticipated casework. However, as new or unanticipated issues arise during the fiscal year, budget adjustments are sometimes necessary to maintain sufficient resources for legal representation. The City is currently managing complex legal matters related to sales tax sharing agreements, intergovernmental negotiations, and compliance reviews. These matters have substantial fiscal and policy implications for the City’s long-term revenue stability and may require expanded coordination with specialized outside counsel.

In addition, Staff anticipates increased legal costs associated with personnel-related matters and employment law compliance. These include advisory services, negotiations, and documentation reviews necessary to ensure consistency with applicable state and federal labor regulations. To ensure that the City can continue to respond promptly and effectively to these evolving issues, an increase to the Legal Services budget is warranted. The requested adjustment will provide sufficient flexibility to manage active and pending matters without interrupting essential legal representation.

The Finance Department will continue to monitor expenditures closely and provide

CONSENT CALENDAR

LEGAL SERVICES BUDGET APPROPRIATION INCREASE

periodic updates to City Council regarding overall legal costs and potential reimbursement opportunities, if applicable. Maintaining strong and timely legal representation is vital to protecting the City's financial integrity and public interests. The requested budget adjustment ensures the City is prepared to address ongoing and emerging legal issues related to sales tax agreements, personnel matters, and compliance reviews. Proactive authorization of this funding will allow staff and counsel to respond effectively while maintaining the City's longstanding commitment to fiscal responsibility and transparency.

FISCAL IMPACT

The adopted FY 2025–26 budget includes \$834,000 for Legal Services (Account [insert account number]). Staff recommends an increase of \$230,000, bringing the total appropriation to \$1,064,000.

The adjustment will be funded from the General Fund contingency and savings from vacant positions, ensuring no impact to service levels in other departments. This proactive measure will allow the City to maintain uninterrupted legal coverage and safeguard its financial and operational interests.

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 an appropriation increase for legal services 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

ATTACHMENTS

None



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: Steve Esselman, Planning Director

SUBJECT: GENERAL PLAN AMENDMENT NO. 23-39 AND ZONE CHANGE
NO. 23-72

RECOMMENDATION

Staff recommends your Council conduct hearing to consider General Plan Amendment (GPA) No. 23-39 and Zone Change (ZC) No. 23-72 and:

1. Adopt a Mitigated Negative Declaration for the project;
2. Approve Resolution No. 3046 approving GPA No. 23-39; and
3. Introduce for first reading, by title only, and waive reading of Ordinance No. 772 approving ZC No. 23-72.

The GPA amends the City of Shafter General Plan land use designation for the property from LDR (Low Density Residential) to MHDR (Medium High Density Residential). The ZC changes the zone district under Title 17 of the Shafter Municipal Code from R-1 (Low Density Residential) to R-3 (Medium High Density Residential) of an approximately 8.72-acre parcel (Assessor's Parcel Number 028-180-57) located at the northeast corner of Birch Street and East Los Angeles Avenue.

Should Council decline the project, staff recommends that \$9 million from reserves be allocated to cover potential state fines and the legal defense for the City.,

BACKGROUND

1. Location: Northeast corner of Birch Street and East Los Angeles Avenue. **See Exhibit 1.**
2. General Plan Designation: The site's current land use designation is LDR (Low Density Residential). **See Exhibit 2.**
3. Zoning: The site is currently zoned R-1 (Low Density Residential). **See Exhibit 3.**
4. Acreage: 8.72 acres
5. On-site Land Use: The project site is vacant.
6. Off-site Land Use: The site is surrounded by multi-family residential to the north, single-family residential to the east, vacant land (zoned Estate) to the south, and

PUBLIC HEARINGS

an existing residence and vacant land (zoned Low Density Residential) to the west.

The Cesar Chavez Foundation, on behalf of the property owner, National Farm Workers Service Center, Inc., is requesting the general plan amendment and zone change. At the August 12, 2025, Planning Commission meeting, the Commission voted to recommend approval of the general plan amendment and zone change to the City Council.

On October 7, 2025, the City Council opened a public hearing on the project, took public comment in support and opposition, asked questions of staff, and unanimously voted to continue the public hearing to a date certain of October 21, 2025.

ANALYSIS:

This project consists of a request for a GPA/ZC to allow the development of 174 multi-family units at 30%, 40%, 50%, and 60% AMI (Area Median Income) distributed across three (3) three-story buildings on an approximately 8.72-acre site totaling 342,160 square-feet at the northeast corner of Birch Street and East Los Angeles Street (APN 028-180-57). **See Exhibit 4 and 5.**

The development would be constructed in three phases, Phase I and Phase II will mirror each other, Phase I includes 62 units (130,299 square-feet) with 124 on-site parking spaces, Phase II includes 62 units (130,299 square-feet) with 124 on-site parking spaces, and Phase III includes 50 units (81,560 square-feet) with 100 on-site parking spaces, pertaining a total of 174 units and 348 on-site parking spaces. The project will include two full-access driveways along Birch Street, two full-access driveways along South Mannel Avenue, and four full-access driveways along East Los Angeles Avenue.

The project site is located within Section 15, Township 28 South, Range 25 East, Mount Diablo Base & Meridian. The project site lies within the Rio Bravo USGS 7.5-minute topographic quadrangle.

The City reviewed the Shafter Municipal Code Title 17 (Zoning Ordinance) and determined that the closest similar use to what is being proposed is “multi-family attached dwelling units with enhanced amenities (common open space and recreation areas)”. The proposed GPA would change the designation of the parcel from LDR (Low Density Residential) to MHDR (Medium High Density Residential); the current LDR designation allows for up to five dwelling units per acre while the MHDR designation would allow for up to 20 units per acre. The proposed ZC would change the zone classification from R-1 (Low Density Residential) to R-3 (Medium High Density Residential); the current R-1 classification allows for up to five dwelling units per acre while the R-3 classification would allow for up to 24 units per acre. Therefore, the theoretical maximum number of dwelling units per acre because of the proposed GPA and ZC, if approved, is 20 units per acre. The applicant is proposing a multi-family

apartment complex at 20 units per acre.

Breakdown of Phases I, II, and III

Phases I and II will consist of two three-story residential buildings with 60 family units and two manager units at 30%, 40%, 50%, and 60% AMI levels. The three-story residential building will consist of 48 one-bedroom units (575 square-feet), 32 two-bedroom units (778 square-feet), 32 three-bedroom units (1,079 square-feet), and four (4) three-bedroom manager units. Phases I and II will mirror each other totaling 124 units and include 248 on-site parking spaces.

Phase III will consist of one (1) three-story residential building with 22 one-bedroom units (575 square-feet), 13 two-bedroom units (778 square-feet), and 14 three-bedroom units (1,079 square-feet) at 30%, 40%, 50%, and 60% AMI and one (1) three-bedroom manager unit. Phase III includes a total of 50 units and 100 on-site parking spaces.

After completion of all three phases, there will be a total of 174 units with 348 on-site parking spaces. Additionally, the project will be constructed and maintained in accordance with the 2010 ADA Standards for Accessible Design and will meet all the requirements of the California Building Code Title 24.

The project site is going to be developed to City of Shafter development standards, which include onsite and offsite improvements. Onsite improvements include, but not limited to, the following:

- Paved and Covered parking areas
- Landscaping
- Security fence
- Security lighting

The offsite improvements consist of the following:

- Sidewalk Improvements along Birch Street, South Mannel Avenue, and East Los Angeles Avenue
- Connection to existing water line in East Los Angeles Avenue
- Connection to the existing dry sewer line of East Los Angeles and ending the connection at the east of Birch Street and west of South Mannel Avenue to the northern property line

If the project were to be approved, the applicant would have to submit for site plan review to ensure that the multi-family apartment complex complies with the objective standards found in the Zoning Ordinance, California Building Code, and Engineering Design Manual.

Additionally, the site plan would have to be approved by the Shafter Police Department to ensure that the project includes “defensible space design.” Defensible space design guidelines focus on creating built environments that naturally deter crime and promote resident safety through environmental design. Key principles include territoriality (clearly defining public, semi-public, and private spaces to foster a sense of ownership), natural surveillance (ensuring residents can observe public areas through window placement and lighting), image (maintaining an appearance that discourages vandalism and signals care), and milieu (situating developments within safe, supportive surroundings). By enhancing visibility, access control, and resident engagement, the “defensible space design” approach empowers communities to take an active role in crime prevention.

GENERAL PLAN AND HOUSING ELEMENT COMPATIBILITY/CONSISTENCY

Staff has reviewed the proposal for compatibility with the applicable objectives and policies contained within the Shafter General Plan land use element and find the following:

2.5 Residential Uses

Objective: Provide a variety of housing types suitable to a broad range of socioeconomic groups and a residential environment that enhances residents’ quality of life and reinforces those characteristics of a rural, small town that make Shafter a desirable place to live.

The project is consistent with this objective because it helps provide a variety of housing types suitable for a broad range of socioeconomic groups. The project is consistent with the surrounding land uses, including an existing multi-family project adjacent to and north of the project site, and therefore is consistent with the existing residential environment that enhances residents’ quality of life and reinforces those characteristics of a rural, small town that make Shafter a desirable place to live.

Policy 3: Broaden the range of housing types and encourage innovation in available housing types. In addition to traditional single-family housing, provide:

1. Move-up and executive housing opportunities;
2. Housing for those desiring amenities not typically found in small town subdivisions (e.g., common open space and recreational areas);
3. Opportunities for those not desiring dwelling on an individual lot or a mobile home lifestyle; and
4. Appropriate housing for active seniors and those requiring some degree of assistance or care.

The project is consistent with this policy because it broadens the range of housing

types in addition to traditional single-family housing, it provides move-up or executive housing opportunities, and it provides opportunities for those not desiring to dwell on an individual lot or a mobile home lifestyle.

Policy 4: Ensure that multifamily projects fit the scale of the community, are consistent with Shafter's small town community character, are of high quality, and are well maintained.

The project is consistent with this policy because it fits the scale with adjacent land uses, namely the existing multi-family residential area adjacent to and north of the project site. If this project is approved, future site plan review shall ensure that the project is consistent with Shafter's small town community character, is of high quality, and is well maintained. As discussed above, the project would be reviewed and approved by the Shafter Police Department to ensure "defensible space design" to create a residential environment that is safer, more secure, and fosters a stronger sense of community and responsibility among residents.

Staff has reviewed the proposal for compatibility with the applicable objectives and policies contained within the Shafter 2023-2031 Housing Element and find the following:

Goal 1: Provide a diversity of development opportunities to enhance the City's living environment and to satisfy the housing needs of Shafter residents.

The project is consistent with this goal because it helps provide a diversity of development opportunities to enhance the City's living environment and to satisfy the housing needs of Shafter residents.

Policy 1.1: Provide adequate residential sites to produce new for-sale and rental residential units for existing and future residents.

The project is consistent with this policy because it helps provide adequate residential sites to produce new rental residential units for existing and future residents.

Program 1.1.1: Rezone Sites to Accommodate Housing Need

Rezone sufficient sites (from those identified in Appendix B Residential Sites Inventory as adequate to accommodate lower income housing) to zones that allow the City to fully accommodate its RHNA in the lower income categories of 1,109 total units, e.g., rezone at least 187 acres to minimum density of 20 units/acre, assuming 25% of units lower income, to accommodate shortfall of 935 units.

In general, the City will work with property owners to determine which parcels in the Residential Sites Inventory to target for rezoning. The City will work with the property owners of these sites in taking the actions described in Program 1.1.3 (Large Sites) to facilitate subdivision and development of appropriately sized sites for affordable housing.

- Each site to be rezoned shall meet the criteria identified in Gov. Code §65583.2(h) and (i):
 1. Zoned to allow owner-occupied and rental multi-family residential use by right for developments that include at least 20% of units affordable to lower income households (Use by right means that the local government's review cannot require a conditional use permit, planned unit development permit, or other discretionary local government review that would constitute a "project" under the California Environmental Quality Act. However, subdivisions are allowed to be a discretionary review in accordance with the local ordinance, and non-discretionary design review using objective standards may be conducted.).
 2. Zoned to allow at least 16 units on the site;
 3. Zoned to require a minimum density of 20 units per acre (for suburban jurisdictions, including Shafter);
 4. At least 50% of the remaining lower-income housing need shall be accommodated on residentially zoned sites (with a limited exception for mixed use)- (this provision is superseded by the solid bullet below); and
 5. Sites shall meet utilities requirements to satisfy Gov. Code §65583.2(b)(5)(B).
- To maintain the validity of the realistic capacity assumptions, all sites to be rezoned shall be residentially zoned.
- Sites to be rezoned should affirmatively further fair housing by promoting an inclusive community with site locations distributed throughout the community.

Sites previously identified in prior housing element site inventories (i.e., APN 536-010-50 in Mission Lakes Specific Plan): These sites have been previously identified in prior Housing Element site inventories and meet the criteria identified in Gov. Code §65583.2(c)—nonvacant sites identified in a prior housing element and vacant sites that have been included in two or more consecutive prior planning periods.

- For these existing high density zoned sites to count toward the RHNA in the lower income categories, these sites shall be zoned:
 1. To allow residential use by right (as described above) for developments that include at least 20% of units affordable to lower income households.
 2. At residential densities consistent with Gov. Code §65583.2(c)(3)—density per analysis or allowing at least 20 units per acre (for suburban jurisdictions including Shafter)- (current zone density of these sites is currently consistent).

The project is consistent with this program because it would rezone 8.72 acres to allow for a multi-family residential development at a density of 20 units/acre (174 total units) as opposed to the current 3.5 units/acre (30 total units) at the project site. The housing element currently includes the project site as a single-family residential site where it was assumed that up to 30 single-family homes for moderate-income buyers could be

built. By rezoning the site, an additional 174 units of low-income housing can instead go towards the City's RHNA. Per Program 1.1.1 of the Shafter 2023-2031 Housing Element (see below for more information), the City must rezone at least 187 acres to minimum density of 20 units/acre, assuming 25% of units lower income, to accommodate a shortfall of 935 units to satisfy the City's RHNA for low-income housing. This project would provide 174 multi-family units towards this shortfall.

Policy 2.3: Facilitate the development of new housing for all economic segments of the community, including lower-, moderate-, and above moderate-income households.

The project is consistent with this policy because it facilitates the development of new housing for all economic segments of the community, including lower-income households.

Policy 3.2: Assure the provision of housing opportunities for those residents of the City who have special housing needs, including farm workers, the elderly, disabled, large families, and the homeless.

The project is consistent with this policy because it provides housing opportunities for those residents of the City who have special housing needs.

COMPLIANCE WITH THE CALIFORNIA HOUSING ACCOUNTABILITY ACT

Since the applicant is proposing 174 multi-family units at 30%, 40%, 50%, and 60% AMI, consideration of Housing Accountability Act (HAA), Government Code Section 65589.5, is required for the project. The HAA establishes limitations to a local government's ability to deny, reduce the density of, or make infeasible housing development projects that are consistent with objective local development standards and contribute to meeting housing needs.

The California Department of Housing and Community Development (HCD) developed a memorandum in 2020 that provides technical assistance for HAA. As part of the memorandum, HCD created a decision matrix on whether a project can be denied without violating HAA. **Exhibit 6** provides the HAA decision matrix developed by HCD.

The following provides a HAA analysis for this project and informs that the City is severely limited in making changes that affect the project's feasibility and/or density. Moreover, there is no basis upon which it may be denied.

1. *Does the project meet the definition of a housing development?* Yes, the project is a housing development and therefore HAA applies.

2. *Are 20% of the total units affordable to very low- or low-income households, 100% affordable to moderate- or middle-income households, or an emergency shelter? Yes, the project would provide at least 20% units that are affordable to very low- or low-income households and therefore HAA applies.*

3. *Does one of the following apply?*
 1. *Housing element is in compliance, RHNA has been met (permitted) or exceeded for all income categories proposed for project. No, RHNA has not been met.*
 2. *Project has a specific, adverse impact upon the public health or safety, and there is no feasible method to mitigate or avoid impact. A “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. No, the City has no such standards.*
 3. *Denial is required to comply with specific state or federal law, and there is no feasible method to comply. No, there is no applicable federal law that applies here.*
 4. *The project is proposed on land zoned for agriculture or inadequate water or sewer. No.*
 5. *The project is inconsistent with both zoning and general plan land use designation, and the project is not proposed on a site identified in the housing element, and there are sufficient sites to accommodate the Regional Housing Needs Allocation (RHNA) or zoning for emergency shelters. No, while the project is currently inconsistent with both zoning and the general plan land use designation, it is proposed on a site identified in the housing element and there are currently not sufficient sites to accommodate the RHNA for the City. Per Program 1.1.1 of the Shafter 2023-2031 Housing Element (see below for more information), the City must rezone at least 187 acres to minimum density of 20 units per acre, assuming 25% of units lower income, to accommodate a shortfall of 935 units to satisfy the City’s RHNA for low-income housing.*

Therefore, the project cannot be denied without risking a potential HAA violation. Failure to comply with the requirements of the HAA (by denying a qualifying project), exposes the City to lawsuits, compliance orders, fines and penalties and attorney fees. In addition, a court is authorized to force the City to approve the project anyway.

BENEFITS OF THE PROJECT TO SHAFTER

While the City is without authority to deny the project, staff should point out that there are several benefits that staff believe are relevant and inform why staff is recommending approval of the project.

First, the housing element currently includes the project site as a single-family residential site where it was assumed that up to 30 single-family homes for moderate-income buyers could be built. By approving the GPA/ZC, 174 multi-family units at 30%, 40%, 50%, and 60% AMI could instead be built and this proposed rezoning to allow 174 low-income multi-family units would go towards the requirement in the housing element to rezone at least 187 acres to minimum density of 20 units/acre, assuming 25% of units lower income, to accommodate a shortfall of 935 units to satisfy the City's RHNA for low-income housing. The City currently has sufficient planned development to accommodate the loss of 30 moderate-income residential units to satisfy the RHNA in the City for this type of housing. The RHNA is a California state-mandated process that determines how much housing must be planned for by each jurisdiction (city or county) within its housing element. This process ensures that cities and counties plan for adequate housing to accommodate all income levels within the community.

Second, it is good planning practice for a City to provide a range of housing products from single-family to multi-family. Multi-family units are typically cheaper to build and rent per unit than single-family homes. Therefore, multi-family residential provides the ability for lower-income households, particularly the young and the elderly, with affordable opportunities for housing. Currently, there is a lack of multi-family residential with the City limits and this project would help fill that need.

Third, as further discussed below, the project furthers several objectives, policies, goals, and programs of the General Plan land use and housing elements.

Finally, a multi-family residential area already exists adjacent to and north of the project site. The development of additional multi-family residential units at the site because of the GPA/ZC would be an extension of this area and would not be inconsistent with its surrounding land uses.

NOTICING

As required by Senate Bill 18, all general plan amendments require consultation with California Native American tribes. Staff requested a tribal consultation list from the Native American Heritage Commission, and Staff received a list with 25 tribal contacts. Staff provided a letter dated March 14, 2024 to each contact on the list.

Public notice for the proposed project and environmental determination were also advertised in The Shafter Press. All property owners within 1,000 feet of the project site were notified by United States Postal Service mail regarding this public hearing.

Comments Received: The City received a comment from the Santa Rosa Rancheria Tachi Yokut Tribe stating that, due to the location of this project, the tribe will be deferring to the more local tribes of the area. Comment noted for the record. The City also received a comment from the Yuhaaviatam of San Manuel Nation (YSMN) stating that project is located outside of their ancestral territory and, as such, YSMN will not be requesting to receive consulting party status with the lead agency or to participate in the

scoping, development, or review of documents created pursuant to legal and regulatory mandates. Comment noted for the record.

FISCAL IMPACT:

There is no fiscal impact because of the proposed action.

CEQA ANALYSIS:

Based upon an initial study, Staff has determined that the project, with mitigation measures, would not have a significant effect on the environment. Therefore, a Mitigated Negative Declaration (MND) (State Clearinghouse No. 2025050756) was prepared for this project in accordance with the California Environmental Quality Act (CEQA). The MND was circulated for a 30-day public and agency review period from June 24, 2022 to July 24, 2022. The MND is provided as **Exhibit 7**.

Comments Received: The following comments were received by staff during the public review period for the MND.

- Don Loveless – The commenter states that they are the owner of about 20 acres just to the west of the project site and is responding to a request from staff to provide his comments in writing for the record. The commenter states that it is their understanding that there will be an environmental impact report and mitigation statement for any negative findings and that hard copies will be made available to the commenter. The commenter provides some history on the previous development of multi-family housing to the north of and adjacent to the project site and asserts that his farm was shut down because of the previous project. The commenter expresses concern about traffic along Birch Street and E. Los Angeles Avenue, and specifically about the potential widening of these roads and its effect on the commenter's property. The commenter expresses concern over the effects to his property's value as well as noise and traffic because of the project. The commenter hypothesizes about what would happen if the applicant bought 20 additional acres next door to the project; staff assumes the commenter is referring to his property.

Response to Comments: Staff has prepared a MND (see **Exhibit 7**) with a Mitigation Monitoring and Reporting Program (MMRP) in compliance with CEQA and has created hard copies of the MND and MMRP for the commenter. To date, the commenter has not picked up the hard copies.

Per Section 10.270 of the Zoning Ordinance (Right to Farm Provisions), farmland within 300 feet of urban uses are not considered a nuisance if the agricultural use is conducted or maintained for commercial purposes, conducted in a manner consistent with proper and accepted customs and standards, and the agricultural use has been in

operation for more than three years and was not a nuisance at the time it began.

Regarding right-of-way (ROW) and the potential need to widen Birch Street and E. Los Angeles Avenue to accommodate the project, Assessor's Maps 028-28 (commenter's properties), 28-18 (project site) show a 30-foot ROW for Birch Street between the project site (APN 028-180-57) and the commenter's properties (APNs 208-280-03 and -04) to allow for the extension of Birch Street to E. Los Angeles Avenue. The project site would give up an additional 8 feet along its western property line to match up with the existing 38-foot-wide ROW for Birch Street to the north of this segment of Birch Street to be improved as part of the project and in compliance with approved Parcel Map No. 10996 and similar to the approved offsite improvements shown for the Los Rosas Apartments (the existing apartments to the north of the project site) found in the City's Engineering files; there are currently no plans to widen E. Los Angeles Avenue because of the project. The City cannot ask for additional ROW from the commenter along the frontage of his property to accommodate the project; ROW acquisition that affects the commenter's property would only occur if the commenter decides to further develop his property, such as through the approval of a tract map or another entitlement for an urban land use, that can be conditioned to require the widening of roads along its frontage at the time of approval by the Planning Commission and City Council.

The MND determined that there would be a less-than-significant impact on noise and traffic because of the project and property values are not an issue area under CEQA. However, there are numerous peer-reviewed papers that conclude that multi-family projects do not result in decreased property values to surrounding properties and instead increase property values due to the increased cost of building multi-family on a parcel as opposed to single-family residential.

If the applicant purchases the nearby 20 acres of land (staff is assuming the commenter means his property) to build additional multi-family housing, the applicant would have to go through the same entitlement process because the nearby 20 acres is currently general plan-designated and zoned for single-family residential. The entitlement process would include obtaining a recommendation from the Planning Commission and approval from the City Council as well as the need to comply with CEQA.

The State CEQA Guidelines have been followed in the evaluation of the environmental effects of this project. Significant environmental impacts were not identified with the project proposal. Therefore, a MND was prepared for the project. Compliance with the mitigation measures in the MND, local ordinances, state laws, and construction to the standards of the California Building Codes and Shafter's Engineering Design Manual would reduce impacts to a less-than-significant level.

FISCAL IMPACT

There is no fiscal impact because of the proposed action if approved. If the item is declined, it is likely that the City could face fines in an amount between \$10,000-\$50,000 per unit per month (\$1.7-8.7 million), and additional costs associated with legal defense. Amounts obligated to legal defense/fines in this matter may exceed \$9 million.

CEQA ANALYSIS

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- Don Loveless – The commenter states that they are the owner of about 20 acres just to the west of the project site and is responding to a request from staff to provide his comments in writing for the record. The commenter states that it is their understanding that there will be an environmental impact report and mitigation statement for any negative findings and that hard copies will be made available to the commenter. The commenter provides some history on the previous development of multi-family housing to the north of and adjacent to the project site and asserts that his farm was shut down because of the previous project. The commenter expresses concern about traffic along Birch Street and E. Los Angeles Avenue, and specifically about the potential widening of these roads and its effect on the commenter's property. The commenter expresses concern over the effects to his property's value as well as noise and traffic because of the project. The commenter hypothesizes about what would happen if the applicant bought 20 additional acres next door to the project; staff assumes the commenter is referring to his property.

Response to Comments: Staff has prepared a MND (see **Exhibit 7**) with a Mitigation Monitoring and Reporting Program (MMRP) in compliance with CEQA and has created hard copies of the MND and MMRP for the commenter. To date, the commenter has not picked up the hard copies.

Per Section 10.270 of the Zoning Ordinance (Right to Farm Provisions), farmland within 300 feet of urban uses are not considered a nuisance if the agricultural use is conducted or maintained for commercial purposes, conducted in a manner consistent with proper and accepted customs and standards, and the agricultural use has been in operation for more than three years and was not a nuisance at the time it began.

Regarding right-of-way (ROW) and the potential need to widen Birch Street and E. Los Angeles Avenue to accommodate the project, Assessor's Maps 028-28 (commenter's properties), 28-18 (project site) show a 30-foot ROW for Birch Street between the project site (APN 028-180-57) and the commenter's properties (APNs 208-280-03 and -04) to allow for the extension of Birch Street to E. Los Angeles Avenue. The project site would give up an additional 8 feet along its western property line to match up with the existing 38-foot-wide ROW for Birch Street to the north of this segment of Birch Street

to be improved as part of the project and in compliance with approved Parcel Map No. 10996 and similar to the approved offsite improvements shown for the Los Rosas Apartments (the existing apartments to the north of the project site) found in the City's Engineering files; there are currently no plans to widen E. Los Angeles Avenue because of the project. The City cannot ask for additional ROW from the commenter along the frontage of his property to accommodate the project; ROW acquisition that affects the commenter's property would only occur if the commenter decides to further develop his property, such as through the approval of a tract map or another entitlement for an urban land use, that can be conditioned to require the widening of roads along its frontage at the time of approval by the Planning Commission and City Council.

The MND determined that there would be a less-than-significant impact on noise and traffic because of the project and property values are not an issue area under CEQA. However, there are numerous peer-reviewed papers that conclude that multi-family projects do not result in decreased property values to surrounding properties and instead increase property values due to the increased cost of building multi-family on a parcel as opposed to single-family residential.

If the applicant purchases the nearby 20 acres of land (staff is assuming the commenter means his property) to build additional multi-family housing, the applicant would have to go through the same entitlement process because the nearby 20 acres is currently general plan-designated and zoned for single-family residential. The entitlement process would include obtaining a recommendation from the Planning Commission and approval from the City Council as well as the need to comply with CEQA.

The State CEQA Guidelines have been followed in the evaluation of the environmental effects of this project. Significant environmental impacts were not identified with the project proposal. Therefore, a MND was prepared for the project. Compliance with the mitigation measures in the MND, local ordinances, state laws, and construction to the standards of the California Building Codes and Shafter's Engineering Design Manual would reduce impacts to a less-than-significant level.

APPROVED BY THE CITY ATTORNEY

ATTACHMENTS

1. Exhibit 1 - Vicinity Map
2. Exhibit 2 - Existing General Plan Land Use Map
3. Exhibit 3 - Existing Zone District Map
4. Exhibit 4 - Conceptual Development Plan
5. Exhibit 5 - Elevations
6. Exhibit 6 - HAA Decision Matrix
7. Exhibit 7 - Mitigated Negative Declaration
8. Exhibit 8 - Ordinance No. 772
9. Exhibit A of Exhibit 8
10. Exhibit 9 - Resolution No. 3046
11. Exhibit A of Exhibit 9

Exhibit 1 - Vicinity Map



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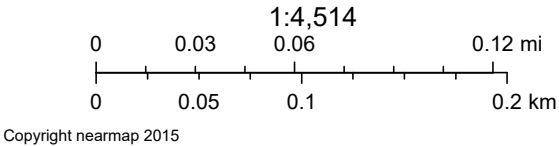


Figure 3: General Plan Land Use



Figure 4: Zoning



Figure 5: Site Plan

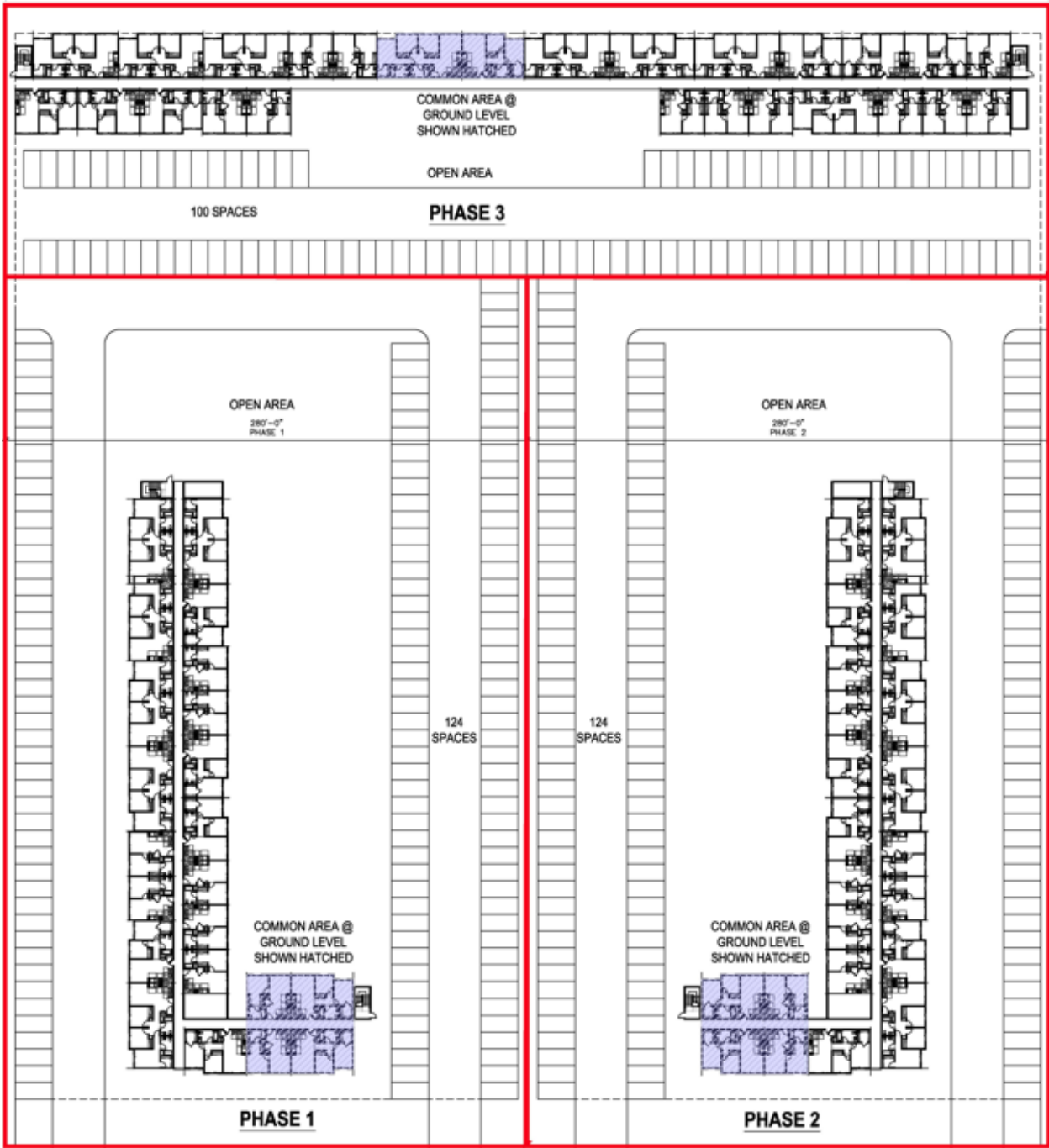


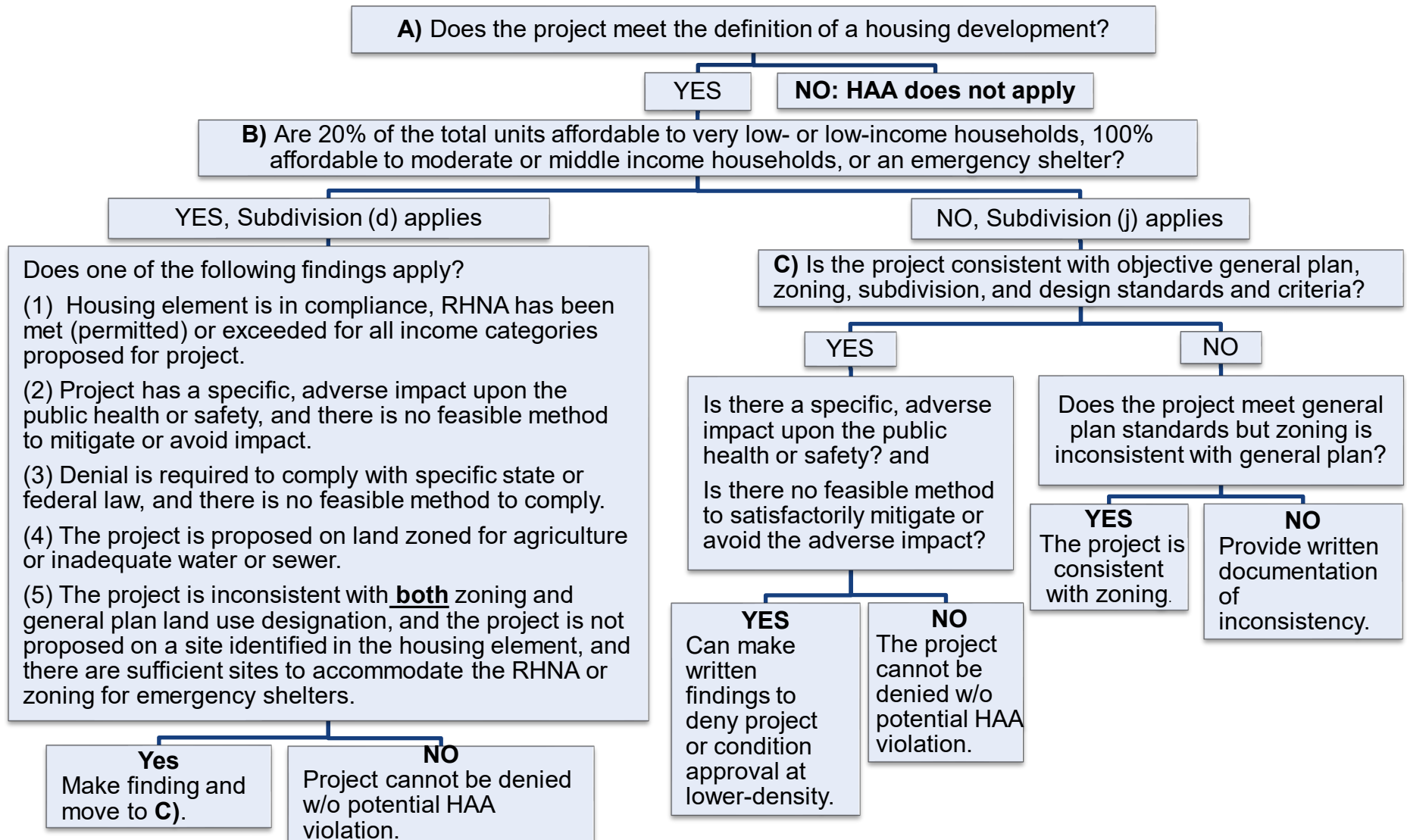
Exhibit 5 - Elevations

Figure 6: Elevations



Housing Accountability Act Decision Matrix

This decision tree generally describes the components of the HAA. Both affordable and market-rate developments are protected by components of the HAA. The statute contains detailed requirements that affect the applicability of the HAA to a specific housing project based on its characteristics.





May 15, 2025

CITY OF SHAFTER, CALIFORNIA

Mitigated Negative Declaration

**General Plan Amendment No. 23-39 &
Zone Change No. 23-72
(Cesar Chavez Multi-Family)**

City of Shafter
336 Pacific Avenue
Shafter, CA 93263

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CITY OF SHAFTER

MITIGATED NEGATIVE DECLARATION

The City of Shafter (City) has completed an initial study (attached) of the possible environmental effects of the following-described project and has determined that a Mitigated Negative Declaration is appropriate. It has been found that the proposed project, as described and proposed to be mitigated (if required), would not have a significant effect on the environment. This determination has been made according to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines.

Project Title: General Plan Amendment 23-39 & Zone Change 23-72 (Cesar Chavez Multi-Family)

Comment Period Begins: May 15, 2025

Comment Period Ends: June 17, 2025

Mitigation Measures

Mitigation Measures (included in the proposed project to avoid potentially significant effects) are as follows:

Air Quality Impact Mitigation Measures

1. Prior to grading plan approval, the applicant/developer shall submit documentation to the Planning Department that they will/have met all air quality control measures, design features, and rules required by the San Joaquin Valley Air Pollution Control District, including but not limited to the following:

To minimize Fugitive Dust during construction, the applicant will comply with the following:

- Apply water to unpaved surfaces and areas.
- Use non-toxic chemical or organic dust suppressants on unpaved roads and traffic areas.
- Limit or reduce vehicle speed on unpaved roads and traffic areas.
- Maintain areas in a stabilized condition by restricting vehicle access.
- Install wind barriers.
- During high winds, cease outdoor activities that disturb the soil.
- Keep bulk materials sufficiently wet when handling.
- Store and handle materials in a three-sided structure.

- When storing bulk materials, apply water to the surface or cover the storage pile with a tarp.
- Don't overload haul trucks. Overloaded trucks are likely to spill bulk materials.
- Cover haul trucks with a tarp or other suitable cover. Or, wet the top of the load enough to limit visible dust emissions.
- Clean the interior of cargo compartments on emptied haul trucks prior to leaving a site.
- Prevent trackout by installing trackout control devices at all project access points.
- Clean up trackout at least once a day. If along a busy road or highway, clean up trackout immediately.
- Monitor dust-generating activities and implement appropriate measures for maximum dust control.

Diesel Particulate Matter: during construction, the applicant will comply with the following design features:

- Construction equipment should be maintained in proper tune.
 - All construction vehicles should be prohibited from excessive idling. Excessive idling is defined as five (5) minutes or longer.
 - Minimize the simultaneous operation of multiple construction equipment units, to the maximum extent feasible.
 - Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible.
 - Establish staging areas for the construction equipment that are as far from adjacent residential homes, as feasible.
 - Use haul trucks with on-road engines instead of off-road engines for on-site hauling.
2. Prior to grading plan approval, the applicant/developer shall submit proof to the Planning Department that the project has complied with the San Joaquin Valley Air Pollution Control District's Indirect Source Rule (Rule 9510).

Biological Resources Impact Mitigation Measures

3. San Joaquin Kit Fox (*Vulpes macrotis mutica*)
- Prior to ground disturbance, a pre-construction survey must be conducted 14 - 30 days within the Project Area and a 500-foot buffer to identify active or potential San Joaquin kit fox dens.
 - If potential kit fox dens are observed within the Project Area, a 50-foot avoidance buffer should be implemented. If construction activities require the destruction of a potential den, then den monitoring shall be conducted by a qualified biologist for a minimum of 4 consecutive nights following the protocols set forth in the U.S.

Fish and Wildlife Service Standardized Recommendations for the Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (USFWS 2011). Known dens shall require an avoidance buffer of at least 100 feet. If a known den cannot be avoided, it shall be left undisturbed, and the monitoring biologist shall be contacted immediately. Natal dens found within the Project Area or within a 500-foot buffer surrounding the Project Area should be avoided and the USFWS and CDFW shall be contacted.

- To prevent the entrapment of a San Joaquin kit fox or other wildlife, all steep walled, open trenches greater than 2 feet in depth should be covered at the end of each day. If covering an open excavation is not feasible, escape ramps made of earthen material or wooden planks at a 1:1- slope (45-degree angle) should be implemented. Trenches should be inspected in the morning prior to commencing work activities and prior to backfilling. If a San Joaquin kit fox or any other special-status species is found within the excavation, the monitoring biologist shall be contacted immediately. At no time should any personnel attempt to handle, corral, remove, or otherwise interact with the animal.

4. Swainson's Hawk (*Buteo swainsoni*)

- If construction activities are to take place during the nesting season (February - August), a preconstruction survey will be conducted 14 - 30 days prior to ground disturbing activities within the Project Area and a 500-foot buffer to identify individual Swainson's hawk's and active nests. This survey can be conducted concurrently with the San Joaquin kit fox pre-construction survey described above, depending on the timing of the pre-construction survey.
 - If any active Swainson's hawk nest is found during the pre-construction survey, a qualified biologist will prescribe an appropriate buffer zone surrounding the nest and a plan to be implemented to prevent disruption of nesting activities. If nest disruption is not possible, CDFW should be contacted for guidance.

5. Tricolored blackbird (*Agelaius tricolor*)

- If construction activities are to take place during the nesting season for tricolored blackbird (February - May), a pre-construction survey will be conducted 14 - 30 days prior to ground disturbing activities within the Project Area and a 500-foot buffer to identify individual tricolored blackbirds and active nests. This survey can be conducted concurrently with the San Joaquin kit fox pre-construction survey described above, depending on the timing of the preconstruction survey.
 - If any active tricolored blackbird nest sites are found during the pre-construction survey, a qualified biologist will prescribe an appropriate buffer zone surrounding

the nest site and a plan to be implemented to prevent disruption of nesting activities.

6. Other Migratory Birds

- Other migratory birds may use the proposed Project Site or surrounding lands for feeding, nesting, and roosting. In compliance with Sections 3503 and 3503.5 of the California Fish and Game Code and the Migratory Bird Treaty Act, if construction activities are to occur during the nesting and breeding season (February 1 through August 31), a qualified biologist shall determine the presence of any native bird and raptor nests prior to construction activities. If any nests are identified, appropriate buffer zones will be established around any identified nests to prevent disruption of nesting. If an adequate buffer zone cannot be established around any active nest, CDFW and USFWS will be contacted for guidance.

7. General Wildlife Avoidance Measures

- To further ensure no special-status species are impacted by the project, the project will comply with the following general wildlife avoidance measures during the construction period.
 - All vehicles should implement a maximum 10mph speed limit within the Project Area or adhere to the posted speed limit.
 - To avoid the entrapment of any animal, all excavations greater than 2 feet should be backfilled by the end of day. If backfilling by the end of day is not possible, excavations should be covered in a way to prevent wildlife species from entering the excavation. If excavations cannot be covered, an earthen escape ramp or a ramp constructed of wooden planks should be implemented inside the excavation at a 1:1 slope (45 degrees). If any wildlife is found entrapped inside an open excavation, the biologist should be contacted immediately. All pipes, culverts, or similar structures staged onsite should be capped in a way to prevent the entry of wildlife. Such structures should be checked prior to moving to ensure no wildlife is entrapped inside.
 - All food-related trash items including wrappers, cans, bottles, and scraps should be disposed of in a securely closed container and removed from the site at the end of each day.
 - No firearms or pets should be allowed onsite.
 - Any protected wildlife species that may venture onsite should be allowed to leave the site of their own accord. No attempt to handle or otherwise engage with the animal should be made. If after a reasonable amount of time the animal does not leave the Project Site, the biologist should be contacted.

Cultural Resources Impact Mitigation Measures

8. If prehistoric or historic-era cultural materials are encountered during construction activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations may be required to mitigate adverse impacts from project implementation. These additional studies may include avoidance, testing, and evaluation or data recovery excavation.
9. If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (Chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the county coroner.

Geology and Soils Impact Mitigation Measures

10. If any paleontological resources are encountered during ground disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources, can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources.

Greenhouse Gas Emissions Impact Mitigation Measures

11. Prior to the issuance of building permits, the project will provide proof to the Planning Department that the project scores a minimum of 29 points using the San Joaquin Valley Air Pollution Control District (SJVAPCD) GHG Emission Reduction Best Performance Standard (BPS) Measures for Development Projects.

INITIAL STUDY CHECKLIST

(CEQA APPENDIX G: ENVIRONMENTAL CHECKLIST FORM)

1. Project title: General Plan Amendment 23-39 & Zone Change 23-72 (Cesar Chavez Multi-Family)
2. Lead agency name and address: City of Shafter
336 Pacific Avenue
Shafter, CA 93263
3. Contact person and phone number: Steve Esselman
Planning Director
661-746-5002
4. Project location: Northeast Corner of Birch Street and East Los Angeles Street (Attachment B, Figure 1: Project Location, Figure 2: Aerial Overview)
5. Project sponsor's name and address: Cesar Chavez Foundation
555 N. Broadway Avenue, Unit B103
Los Angeles, CA 90012
6. General plan designation: LDR (Low Density Residential) (Attachment B, Figure 3: General Plan Land Use)
7. Zoning: R-1 (Low Density Residential) (Attachment B, Figure 4: Zoning)
8. Description of project (describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation):

This project consists of a request for a General Plan Amendment (GPA) and a Zone Change (ZC) to allow the development of 174 multi-family units at 30%, 40%, 50%, and 60% Area Medium Income (AMI) distributed across three (3) three-story buildings on an approximately 7.85-acre site totaling 342,160 square-feet at the northeast corner of Birch Street and East Los Angeles Street (APN 028-180-57) (Attachment B, Figure 5: Site Plan, Figure 6: Elevations). The development would be constructed in three (3) phases, Phase I and Phase II will mirror each other, Phase I includes 62 units (130,299 square-feet) with 124 on-site parking spaces, Phase II includes 62 units (130,299 square-feet) with 124 on-site parking spaces, and Phase III includes 50 units (81,560 square-feet) with 100 on-site parking spaces, pertaining a total

of 174 units and 348 on-site parking spaces (Figure 5, Site Plan). The project will include two (2) full-access driveways along Birch Street, two (2) full-access driveways along South Mannel Avenue, and four (4) full-access driveways along East Los Angeles Avenue.

The project site is located within Section 15, Township 28 South, Range 25 East, Mount Diablo Base & Meridian. The project site lies within the Rio Bravo USGS 7.5-minute topographic quadrangle.

Breakdown of Phases I, II, and III

Phases I and II will consist of two (2) three-story residential buildings with 60 family units and two (2) manager units at 30%, 40%, 50%, and 60% AMI levels. The three-story residential building will consist of 48 one-bedroom units (575 square-feet), 32 two-bedroom units (778 square-feet), 32 three-bedroom units (1,079 square-feet), and four (4) three-bedroom manager units. Phases I and II will mirror each other totaling 124 units and include 248 on-site parking spaces.

Phase III will consist of one (1) three-story residential building with 22 one-bedroom units (575 square-feet), 13 two-bedroom units (778 square-feet), and 14 three-bedroom units (1,079 square-feet) at 30%, 40%, 50%, and 60% AMI and one (1) three-bedroom manager unit. Phase III includes a total of 50 units and 100 on-site parking spaces.

After completion of all three (3) phases, there will be a total of 174 units with 348 on-site parking spaces. Additionally, the project will be constructed and maintained in accordance with the 2010 ADA Standards for Accessible Design and will meet all the requirements of the California Building Code Title 24.

The City reviewed the Shafter Municipal Code Title 17 (Zoning Ordinance) and determined that the closest similar use to what is being proposed is “multi-family attached dwelling units with enhanced amenities (common open space and recreation areas).” This use is allowed within the Medium High Residential (R-3) zone and therefore, a GPA and ZC is required. The parcel is also currently zoned Low Density Residential (R-1) and the land use is designated as Low Density Residential. Proposed projects within the R-3 zone must also adhere to maximum allowable density of twenty (20) dwelling units per net acre to ensure compatibility with the Zoning Ordinance and General Plan.

The project site is going to be developed to City of Shafter development standards which include onsite and offsite improvements. Onsite improvements include, but not limited to, the following:

- Paved and Covered parking areas
- Landscaping
- Security fence
- Security lighting

The offsite improvements consist of the following:

- Sidewalk Improvements along Birch Street, South Mannel Avenue, and East Los Angeles Avenue
- Connection to existing water line in East Los Angeles Avenue
- Connection to the existing dry sewer line of East Los Angeles and ending the connection at the east of Birch Street and west of South Mannel Avenue to the northern property line

9. Surrounding land uses and setting:

The site is surrounded by residential and agricultural uses to the north, east, south and west as further described:

- North: Casa Amelia Cadena (a multi-family complex), zoned medium-density residential
- East: South Mannel Avenue, single-family residential, zoned low-density residential
- South: East Los Angeles Avenue, vacant land, zoned low-density residential
- West: Birch Street, scattered residential uses, zoned low-density residential

10. Other public agencies whose approval is anticipated to be required (e.g., permits, financing approval, or participation agreement):

- City of Shafter—Mitigated Negative Declaration consideration and adoption
- City of Shafter—Grading permit
- City of Shafter—Building permit
- City of Shafter—Site Plan Review
- City of Shafter—Potable water and sewer will-serve letters
- San Joaquin Valley Air Pollution Control District—Indirect Source Rule compliance
- State Water Resources Control Board—National Pollutant Discharge Elimination System General Permit

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

No, California Native American tribes traditionally and culturally affiliated with the project area have not requested consultation.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist in the following pages:

- | | | |
|--|--|---|
| ☐ Aesthetics | ☐ Agricultural/Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology/Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards/Haz. Mat. |
| ☐ Hydrology/Water Quality | ☐ Land Use/Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population/Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☐ Tribal Cultural Res. |
| ☐ Utilities/Service Systems | ☐ Wildfire | ☐ Mandatory Findings |

Determination

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION would be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there would not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION would be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect has been 1) adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) addressed by mitigation measures based on the earlier analysis as described on the attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable legal standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Steve Esselman, Planning Director

May 7, 2025

Date

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ENVIRONMENTAL ISSUE

Aesthetics

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of project views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with the applicable zoning or other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Evaluation of Environmental Effects

- a) Less than significant impact. The proposed project consists of a total of 174 multi-family units and 378 on-site parking spaces on an approximately 7.85-acre site. The site is located on undeveloped land with a low-density residential (LDR) land use designation and low-density residential (R-1) zoning classification. The project is requesting a GPA and ZC, which would allow for the proposed project. There are residential uses to the north, east, southwest, and west and agricultural uses to the southeast of the project site.

According to the City of Shafter General Plan, the site is not within or in the vicinity of an identified scenic vista, and no known aesthetic resources exist on or near the site. The project does not lie near or within a State Designated or Eligible State Scenic Highway (Caltrans 2025). Furthermore, development of the project would not block or preclude views to any area containing important or what would be considered visually appealing landforms. The project does not include the removal of trees determined to be scenic or of scenic value, the destruction of rock outcroppings or degradation of any historic building(s). Therefore, the project would not have a substantial adverse effect on a scenic vista.

- b) No impact. Please see response to a. above. Therefore, the project would not substantially damage scenic resources, including, but not limited to, trees, rock outcrops, and historic buildings within a state scenic highway.

- c) Less than significant impact. The project is surrounded by residential uses to the north, east, southwest, and west and agricultural uses to the southeast. The project would be visible from passing motorists and the surrounding residences. The proposed project includes a request for a GPA and ZC to develop three (3) three-story residential buildings consisting of 174 units which is consistent with the surrounding land use designations. The parcel located to the north of the project site is Medium High Residential, therefore, changes to the visual quality and character of the project site would be compatible with the existing residential uses and adhere to similar residential uses in the surrounding areas. Given that the project is requesting a GPA and ZC, the project would not substantially degrade the existing visual character or quality of the site and its surroundings in a non-urban area or conflict with the applicable zoning or other regulations governing scenic quality in an urban area.
- d) Less than significant impact. The project will be developed in three (3) phases. Phases I and II would begin construction in December 2026 and Phase III would begin construction in March 2029. Construction of the proposed project would generally occur during daytime hours, typically from 7:00 a.m. to 7:00 p.m. All lighting would be directed downward and shielded to focus illumination on the desired work areas only and prevent light spillage onto adjacent properties. Because lighting used to illuminate work areas would be shielded, focused downward, and turned off by 7:00 p.m., the potential for lighting to affect any residents adversely is minimal. Increased truck traffic and the transport of construction materials to the project site would temporarily increase glare conditions during construction. However, this increase in glare would be minimal. Construction activity would focus on specific areas on the sites, and any sources of glare would not be stationary for a prolonged period.

During operations, all lighting would be directed downward and shielded to focus illumination on the site only and prevent light spillage onto off-site properties. Furthermore, the project would be designed and improved with all applicable policies and regulations along with appropriate setbacks, landscaping, and screening to minimize light and glare impacts.

Therefore, the project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forestland or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in the conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Evaluation of Environmental Effects

- a) No impact. The 7.85-acre vacant site currently has a low-density residential land use designation (LDR) and a low-density residential zoning classification (R-1). The project is requesting a GPA and ZC, which would allow for the proposed project. The project site is surrounded by residential uses to the north, east, southwest, and west and agricultural uses to the southeast.

CEQA uses the California Department of Conservation Division of Land Resource Protection's Farmland Mapping project (FMMP) categories of "Prime Farmland," "Farmland of Statewide Importance," and "Unique Farmland" to define "agricultural land" for the purposes of assessing environmental impacts (PRC Section 21060.1[a]). The project site is designated as "Grazing Land" (DOC 2022).

The project site is not designated as Prime Farmland, Farmland of Statewide Importance, Unique Farmland, or Farmland of Local Importance. Additionally, much of the project and surrounding areas are currently zoned for nonagricultural uses except a parcel located southeast of the project site. Therefore, the project would not significantly convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) to non-agricultural use.

- b) No impact. The project is surrounded by residential uses to the north, east, southwest, and west and agricultural uses to the southeast. The proposed project includes a request for a GPA and ZC to develop three (3) three-story residential buildings consisting of 174 units which is consistent with the surrounding land use designations.

Neither the project site nor the parcels adjacent to its boundary are subject to Williamson Act contracts. Therefore, the project would not conflict with existing zoning for agricultural use or a Williamson Act contract.

- c) No impact. The Public Resources Code Section 12220 (g) and Section 4526 defines "forest land" as land that can support 10% native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits. There are no forest lands identified on the project site or within its vicinity. Therefore, the project would not conflict with existing zoning for, or cause rezoning of forest land or timberland, or timberland zoned Timberland Production.
- d) No impact. Please see response to c. above. Therefore, the project would not result in the loss of forestland or conversion of forest land to non-forest.
- e) No impact. Please see responses to a. through d. above. Therefore, the project would not involve other changes in the existing environment, which, due to their location or nature, could result in conversion of farmland to non-agricultural use or conversion of forest land to non-forest use.

Air Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☒	☐	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial amount of people?	☐	☐	☒	☐

Evaluation of Environmental Effects

Air Quality and Greenhouse Gas Impact Study was prepared for the NEC Birch Street and E. Los Angeles Street Residential Project, Cesar Chavez Foundation, prepared by RK Engineering Group, Inc., April 2025, included as Appendix A.

- a) Less than significant impact. The project is located within the San Joaquin Valley Air Pollution Control District jurisdiction, in the San Joaquin Valley Air Basin (SJVAB). Emission sources because of the project would include both on-site and off-site construction-related work. The project's annual construction emissions are compared with the SJVAPCD criteria pollutant thresholds of significance and the daily construction emissions are compared with the District's Ambient Air Quality Analysis Screening Levels. As shown in the tables below, the project did not exceed the SJVAPCD nor the ambient air quality analysis screening thresholds. Therefore, the project would not conflict with or obstruct implementation of the applicable air quality plan.

As shown in the table below, the SJVAPCD has established specific criteria pollutants thresholds of significance which are the six air pollutants analyzed for this project.

SJVAPCD Air Quality Significance Thresholds for Criteria Pollutants	
Air Pollutant	Tons/Year
Carbon Monoxide (CO)	100
Oxides of Nitrogen (NO _x)	10
Volatile Organic Compounds (VOC)	10
Sulfur Oxides (SO _x)	27
Particulate Matter (PM ₁₀)	15
Particulate Matter (PM _{2.5})	15

RK Engineering Group, Inc 2023.

Construction of the project would result in air pollutant emissions. Emissions from construction would result from fuel combustion and exhaust from equipment as well as vehicle traffic, grading, and the use of toxic materials (e.g., lubricants). The following table provides the estimated annual construction emissions because of the project.

Annual Construction Air Quality Emissions						
Maximum Annual Emissions (tons/year)						
Year	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
2026	0.22	1.60	2.60	0.00	0.33	0.14
2027	0.57	0.08	0.13	0.00	0.01	0.00
Maximum¹	0.57	1.60	2.60	0.00	0.33	0.14
SJVUAPCD Threshold	10	10	100	27	15	15
Exceeds Threshold (?)	No	No	No	No	No	No

RK Engineering Group, Inc 2023.

¹ Maximum annual emission includes both on-site and off-site emissions

As shown in the above table, the project's annual construction emissions will be below the applicable SJVUAPCD criteria air pollutant significance thresholds levels.

Construction Emissions Ambient Air Quality Screening						
Maximum Annual Emissions (lbs/day)						
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Site Preparation	3.21	29.24	29.64	0.05	9.12	5.13
Grading	1.75	18.20	18.81	0.04	4.34	2.21
Building Construction	1.63	11.14	21.87	0.03	2.08	0.76
Paving	1.23	7.19	10.65	0.01	0.50	0.34
Architectural Coating	55.94	0.94	2.22	0.00	0.33	0.09
Maximum¹	55.94	29.24	29.64	0.05	9.12	5.13
SJVUAPCD Screening Threshold	100	100	100	100	100	100
Exceeds Threshold (?)	No	No	No	No	No	No

RK Engineering Group, Inc 2023.

¹ Maximum annual emission includes both on-site and off-site emissions

The table above shows that the project's daily construction emissions will be below the applicable ambient air quality analysis screening thresholds.

The project would also result in long-term emissions including both on-site and off-site emissions. The proposed project's long-term operations emissions are generated from mobile, energy, and area sources as well as from water use and waste generation emissions. Most of these emissions impacts are from mobile sources traveling to and from the project area.

The following tables show the project's estimated annual and daily long-term operation emissions.

Annual Operational Air Quality Emissions (tons/year)						
Source	VOC	NOx	CO	SO₂	PM₁₀	PM_{2.5}
Mobile Sources	0.59	0.74	6.31	0.02	1.64	0.43
Energy Sources	0.01	0.21	0.09	0.00	0.02	0.02
Area Sources	0.99	0.09	2.52	0.01	0.24	0.23
Total	1.59	1.04	8.92	0.03	1.90	0.68
SJVAPCD Threshold	10	10	100	27	15	15
Exceeds Threshold (?)	No	No	No	No	No	No

RK Engineering Group, Inc 2023.

Operational Emissions Ambient Air Quality						
Source	VOC	NOx	CO	SO₂	PM₁₀	PM_{2.5}
Mobile Sources	3.52	4.33	43.13	0.10	9.10	2.5
Energy Sources	0.07	1.14	0.48	0.01	0.09	0.09
Area Sources	9.28	2.18	49.75	0.14	5.73	5.52
Total	12.87	7.65	93.36	0.25	14.92	7.96
SJVAPCD Threshold	100	100	100	100	100	100
Exceeds Threshold (?)	No	No	No	No	No	No

RK Engineering Group, Inc 2023.

As shown in the above tables, the annual and daily long-term operational emissions are also not predicted to exceed SJVAPCD significance thresholds levels. Given that the project's short-term construction impact on regional air resources will not exceed SJVAPCD significance thresholds levels, the project would not conflict with or obstruct implementation of the applicable air quality plan. Therefore, the project's long-term operation impact on regional air resources will be less than significant.

- b) Less than significant impact with mitigation incorporated. Under Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI) (SJVAPCD 2015), any project that would have individually significant air quality impacts would also be considered to have significant cumulative air quality impacts. Impacts of local pollutants are cumulatively significant when the combined emissions from the project and other planned projects exceed air quality standards. The following table shows the project's contribution to cumulative emissions calculated for both Kern County and the greater SJVAB.

Cumulative Emissions						
	ROG	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Kern County – 2015	22,484	20,842	33,872	511	13,688	3,833
SJVAB – 2015	112,931	96,105	199,509	2,738	95,667	21,681
Proposed project	1.59	1.04	8.92	0.03	1.90	0.68
Proposed project's % of Kern	0.007%	0.004%	0.02%	0.005%	0.013%	0.017%

Reference: RK Engineering Group, Inc. 2023. SJVAB 2015.

As shown in the above table, the project does not pose a significant increase to estimated cumulative emissions for criteria pollutants in nonattainment within Kern County and the greater SJVAB. The project's regional contribution to cumulative impacts would be negligible (well less than 1% for all pollutants under consideration) and therefore, the project's contribution is not cumulatively considerable.

Additionally, the GAMAQI, citing California Code of Regulations (CCR) Section 15064(h)(3), states on page 66 that “[a] Lead Agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program, including, but not limited to an air quality attainment or maintenance plan that provides specific requirements that will avoid or substantially lessen the cumulative problem within the geographic area in which the project is located” (SJVAPCD 2015).

SJVAPCD Rule 2010 requires any person constructing, altering, replacing or operating any source operation which emits, may emit, or may reduce emissions to obtain an Authority to Construct or a Permit to Operate from the SJVAPCD Air Pollution Control Officer (APCO). The project will comply with this rule by obtaining authorization from APCO prior to commencing construction on the project.

SJVAPCD Rule 2201 requires review and offset of stationary sources of air pollution and no net increase in emissions above specified thresholds from new and modified stationary sources of all nonattainment pollutants and their precursors. This is achieved through the use of mechanisms as approved by the SJVAPCD, such as emission trade-offs by which a permit to construct or operate any source pollution is granted. The project will comply with this rule by demonstrating compliance when obtaining authorization from APCO under Rule 2010. For example, compliance with Rule 2201 may include using Best Available Control Technology and providing emission offsets.

SJVAPCD Rule 4102 protects the health and safety of the public by prohibiting discharge from any source whatsoever of air contaminants that cause injury, detriment, nuisance, or other annoyance to any considerable number of people. The project will comply with this rule by not discharging air contaminants or other materials, which cause injury, detriment, nuisance, or other annoyance to any considerable number of people.

SJVAPCD Rule 4601 regulates VOC emissions from architectural coatings by regulating architectural coating storage, cleanup, and labeling requirements. This rule is applicable to any person who supplies, markets, sells, offers for sale, applies, or solicits the application of any architectural coating, or who manufactures, blends, or repackages any architectural coating for use within the SJVAPD. The project will comply with this rule by appropriately storing and disposing of paints and solvents used for architectural coating.

SJVAPCD Rule 9510 requires the reduction of emissions of nitrogen oxides (NO_x) and particulate matter smaller than ten microns in aerodynamic diameter (PM₁₀) associated with construction and operational activities of development projects occurring within the San Joaquin Valley. Rule 9510 applies to new development projects that would equal or exceed specific size limits called applicability thresholds (e.g., developing more than 2,000 square feet of commercial space, 25,000 square feet of light industrial space, 10,000 square feet of heavy industrial space, or 50 residential units). The project is subject to SJVAPCD Rule 9510 because it exceeds the applicability threshold of 50 residential or dwelling units. Accordingly, the project must reduce the portion of the emissions occurring during construction and operational phases through on-site measures or pay off-site mitigation fees. The objective of this rule is to reduce construction NO_x and PM₁₀ emissions by 20% and 45%, respectively, as well as to reduce operational NO_x and PM₁₀ emissions by 33.3% and 50%, respectively, when compared to unmitigated projects. The SJVAPCD uses CalEEMod (California Emission Estimator Model) to estimate emissions of NO_x and PM₁₀ for potential land uses. Examples of measures that may be implemented to reduce emissions pursuant to this rule include, but are not limited to, incorporating energy efficiency beyond Title 24 requirements, providing bicycle lanes throughout a project, using cleaner fleet construction vehicles, providing employee incentives for using alternative transportation, and building in proximity to existing or planned bus stops. When a development project cannot reduce its NO_x and PM₁₀ emissions to the level required by Rule 9510, then the difference must be mitigated through the payment of an offsite emissions reduction fee. One hundred percent (100%) of all off-site mitigation fees are used by the SJVAPCD to fund emission reduction projects through its Incentives Programs, achieving emission reductions on behalf of the project.

SJVAPCD Regulation VIII- Fugitive PM₁₀ Prohibition requires the project to comply with standard fugitive dust control measures during construction to regulate concentrations PM₁₀. Regulation VIII requires receipt of a District-approved Dust Control Plan or Construction Notification form before the issuance of the first grading permit. The project will comply with this regulation by implementing mitigation measures as listed above.

The Guidance Manual for Preparation of Health Risk Assessments (HRA Guidelines) adopted by the California Office of Environmental Health Hazard Assessment (OEHHA) provides procedures for the use in the Air Toxic Hot Spots Program or for permitting existing, new, or modified stationary sources (RK Engineering Group, Inc. 2023). The HRA Guidelines provide risk factors based on exposure to toxic substances over a 30-year life span. The project's construction is not expected to be a long-term source of toxic air contaminant emissions and short-term risks factors have not been developed. Due to the reduced risk from short-term

exposure, SJVAPCD does not require the evaluation of long-term cancer risk or chronic health impacts for construction activities due to the project. Therefore, the project will comply with SJVAPCD and HRA Guidelines as the project has implemented mitigated measures to reduce diesel particulate matter during construction activities without the need for a HRA evaluation (RK Engineering Group, Inc. 2023).

Due to the fact that 1) the air quality modeling indicates that the project's regional contribution to cumulative impacts would be negligible and 2) the project would comply with the requirements of the SJVAPCD attainment plans and rules and mitigation measures which require the applicant to provide proof of such compliance, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.

- c) Less than significant impact with mitigation incorporated. Sensitive receptors are defined as locations where young children, chronically ill individuals, the elderly, or people who are more sensitive than the general population reside, such as schools, parks, playgrounds, hospitals, nursing homes, daycare centers, and residential dwelling units. The nearest sensitive receptors to the project site include existing residential dwelling units, single-family residential dwellings, Amelia Cadena Apartments, and medical offices. The closest school is Grow Academy School located approximately 0.9 miles to the west of the project site. The closest hospital is Omni Family Health Walk-in Clinic approximately 0.9 miles to the east, and the closest daycare facility is Shafter Child Development Center approximately 0.9 miles to the west. The project applicant will incorporate mitigation to establish staging areas for the construction equipment that are as distant as possible from adjacent sensitive receptors (residential land uses). By incorporating mitigation, the project's predicted operational emissions is not expected to affect any on-site sensitive receptors and are not expected to have any adverse impact on any known sensitive receptors.
- d) Less than significant impact. The SJVAPCD's GAMAQI states "An analysis of potential odor impacts should be conducted for both of the following two situations:
1. Generators – projects that would potentially generate odorous emissions proposed to locate near existing sensitive receptors or other land uses where people may congregate and
 2. Receivers – residential or other sensitive receptor projects or other projects built for the intent of attracting people locating near existing odor sources.

The proposed project is a residential project located near other residential uses. Expected uses are not known to be a source of nuisance odors and are not listed in Table 6 of the SJVAPCD GAMAQI. Therefore, the project is anticipated to have a less-than-significant odor impact. Therefore, the project would not create objectionable odors affecting a substantial number of people.

Biological Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Evaluation of Environmental Effects

Biological Resources Evaluation prepared for Shafter Family Apartments, Cesar Chavez Foundation prepared by South Valley Biology Consulting, LLC, March 2025, included as Appendix B.

- a) Less than significant with mitigation incorporated. A search of the California Natural Diversity Data Base (CNDDDB) and biological field survey consisting of a reconnaissance-level site survey were conducted to identify reported historical occurrences of special-status plants, wildlife species, and sensitive habitats within the project and surrounding areas. The CNDDDB identified a total of five special-status wildlife species to occur within a 5-mile radius of the project site. Of the five special-status wildlife species only three were labeled as “possible” to having potential to occur or have been observed in the project and surrounding area. The

three identified special-status wildlife species include the San Joaquin kit fox (*Vulpes macrotis mutica*), Swainson's Hawk (*Buteo swainsoni*), and tricolored blackbird (*Agelaius tricolor*).

Given the possible presence of the San Joaquin kit fox, Swainson's Hawk, tricolored blackbird, and migratory birds on the project site or surrounding areas, direct and/or indirect impacts could result in impacts to transient species and therefore, mitigation measures have been implemented for these species. Additionally, general wildlife avoidance mitigation measures have been implemented.

With implementation of mitigation, the project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by CDFW or USFWS.

- b) No impact. The CNDDDB identified three special-status plant species to occur within 5-miles of the project site, which include the Kern mallow (*Eremalche kernensis*), San Joaquin woollythreads (*Monolopia congdonii*), and Hoover's eriastrum (*Eriastrum hooveri*). Due to the possible presence of the special-status plant species, a reconnaissance level survey within the entirety of the project site was performed on March 4, 2025, which focused on identifying any sensitive wildlife. The reconnaissance level survey confirmed that the project site consists entirely of non-native ruderal, weedy vegetation apart from a patch of California mustard (*Caulanthus lasiophyllus*) and Foxtail barley (*Hordeum murinum*). No special-status plant species listed as either Threatened or Endangered under the Federal Endangered Species Act (FESA) and/or California Endangered Species Act (CESA) were observed within the project site. Additionally, the project does not overlap with any federally designated critical habitats. The project does not support any riparian or other sensitive natural communities, nor does it overlap with any designated critical habitat. Therefore, the project would have no impact on any riparian habitat or other sensitive natural community.
- c) No impact. There are no jurisdictional waterways or wetlands present within the project area as identified in the National Hydrography Dataset (NHD) and confirmed during the field survey.

There are no wetlands or water features on or in the vicinity of the project. The project would have no impact on jurisdictional aquatic resources and no mitigation measures are warranted. Therefore, the project would have no impact on federally protected wetlands.

- d) Less than significant impact. Wildlife movement corridors, also referred to as dispersal corridors or landscape linkages, are generally defined as linear features along which animals can travel from one habitat or resource area to another. Wildlife movement corridors can be large tracts of land that connect regionally important habitats that support wildlife in general, such as stop-over habitat that supports migrating birds or large contiguous natural habitats that support animals with very large home ranges [e.g., coyotes (*Canis latrans*), mule deer

(*Odocoileus hemionus californicus*)]. They can also be small scale movement corridors, such as riparian zones, that provide connectivity and cover to support movement at a local scale.

The project is not located within any identified wildlife linkages or corridors identified by the California Essential Habitat Connectivity project. No potential wildlife corridors occur within the project area.

The project is not located within a mapped wildlife movement corridor or linkage, and none were observed during the survey (CDFW 2025). The project would not have any impacts to wildlife movement corridors. Therefore, the project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites.

- e) No impact. The project does not conflict with the adopted 2005 City of Shafter General Plan Update and is not subject to any local ordinances. Therefore, the project would not conflict with any local policies or ordinances protecting biological resources.
- f) No impact. The project is within the range of the PG&E San Joaquin Valley Operations and Maintenance Habitat Conservation Plan, but this Plan applies only to PG&E operations and maintenance projects and does not apply to this project. Therefore, the project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

Evaluation of Environmental Effects

- a) No impact. The site is vacant and therefore, it has been verified in the field that no structures, including potentially historic structures, are located at the project site. Therefore, the project would not cause a substantial adverse change in the significance of a historical resource.
- b) Less than significant with mitigation incorporated. There are no known archaeological resources at the site. However, there is still the potential to unearth previously unknown archeological resources at the site as grading and other ground-disturbing activities have the potential to damage or destroy such resources. Mitigation requires if prehistoric or historic-era cultural materials are encountered during construction activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations may be required, and these additional studies may include avoidance, testing, and evaluation or data recovery excavation.
- c) Less than significant with mitigation incorporated. No human remains have been discovered at the project site, and no burials or cemeteries are known to occur within the area of the site. However, construction would involve earth-disturbing activities, and it is still possible that human remains may be discovered, possibly in association with archaeological sites. Implementation of mitigation that included immediately ceasing work and contacting the County coroner and Native American tribal representatives, if needed, would ensure that the proposed project would not directly or indirectly destroy previously unknown human remains. With mitigation, the project would not disturb any human remains, including those interred outside of dedicated cemeteries.

Energy

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Evaluation of Environmental Effects

- a) Less than significant impact. Project construction would require temporary energy demands typical of other residential construction projects that occur throughout the state and this development's construction would not result in inefficient or unnecessary consumption of energy resources beyond typical residential construction. All new construction within the City of Shafter must adhere to modern building standards, including California Code of Regulations Title 24, which outlines energy efficiency standards for new residential and nonresidential buildings to ensure that new buildings do not wastefully, inefficiently, or unnecessarily consume energy. Therefore, the project would not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation and the impacts are less than significant.
- b) Less than significant impact. There is no adopted plan by the City of Shafter for renewable energy or energy efficiency. As discussed in response to a. above, all new development projects within the City are required to adhere to modern building standards related to energy efficiency. Additionally, the City encourages applicants and developers to go beyond the required standards and make their developments even more efficient through programs such as LEED, or Leadership in Energy and Environmental Design, which is a green building rating system that provides a framework to create healthy, highly efficient, and cost-saving green buildings. Other encouraged programs available to applicants and developers are Title 20 appliance energy efficiency standards and 2005 building energy efficiency standards. Therefore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency and impacts are less than significant.

Geology and Soils

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines & Geology Special Publication No. 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Evaluation of Environmental Effects

- a) The following discusses the potential for the project to expose people or structures to substantial adverse effects because of various geologic hazards. Potential seismic hazards in the planning area involve strong ground shaking, fault rupture, liquefaction, and landslides.
- i. No impact. The City of Shafter is subject to moderate to severe ground shaking because of the alluvial soils that underlie the area and its proximity to active faults. Additionally, the thick sedimentary deposits in the City create the likelihood that a strong earthquake or other disturbance in the area could cause ground subsidence (typically a gradual settling or sinking of the ground surface with little or no horizontal movement). The General Plan policy 7.1.1. requires that all new developments comply with the most recent Uniform Building Code's seismic design standards.

The project site is not located within an Alquist-Priolo Earthquake Fault Zone. Per the Department of Conservation, California Geologic Survey Regulatory Maps (DOC 2022), the nearest fault line is the North of Oildale fault, which lies approximately 7 miles east of the project site. The greatest potential for substantial geologic adverse effects in the City is posed by the San Andres Fault, which is located approximately 4 miles west of the Kings County boundary line within Monterey County. The distance from the nearest active faults precludes the possibility of fault rupture on the project site. Although the project area could potentially experience ground shaking, the magnitude of the hazard would not be severe as indicated by the General Plan and project construction will comply with the applicable local and State requirements. Therefore, the project would not directly or indirectly cause potential substantial effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault.

- ii. Less than significant impact. See response to a. above. The City is surrounded on three sides by active fault systems, several of which are less than 10 miles from the City boundaries. In addition, there are faults outside the San Joaquin Valley, but close enough that a major earthquake could affect Shafter. The General Plan policy 7.1.1. requires that all new developments comply with the most recent Uniform Building Code's seismic design standards.

The project site lies within the vicinity of five earthquake fault lines – North of Oildale, Oildale, Pond, Oil Center, and Rio Bravo Ranch (DOC 2025). Given the high seismicity of the southern San Joaquin Valley region, moderate to severe ground shaking associated with earthquakes on the nearby faults can be expected within the project area and throughout Kern County. In the event of an earthquake on one of the nearby faults, it is likely that the project would experience ground shaking.

While such seismic shaking would be less severe from an earthquake that originates at a greater distance from the project site, the side effects could potentially be damaging to people or structures. The project is required to design structures and infrastructure to withstand substantial ground shaking in accordance with all applicable State law and applicable codes included in the California Building Code Title 24 for earthquake construction standards and building standards code including those relating to soil characteristics. The project shall adhere to all applicable local and State regulations to reduce any potentially significant impacts to structures resulting from strong seismic ground shaking at the project site. Therefore, the project would not directly or indirectly cause potential substantial effects, including the risk of loss, injury, or death involving strong seismic ground shaking.

- iii. Less than significant impact. Liquefaction is defined as a phenomenon where earthquake-induced ground vibrations increase the pore pressure in saturated, granular soils until it is equal to the confining, overburden pressure. When this occurs, the soil can completely lose its shear strength and enter a liquefied state. The

possibility of liquefaction is dependent upon grain size, relative density, confining pressure, saturation of the soils, and intensity and duration of ground shaking. For liquefaction to occur, three criteria must be met: “low density,” coarse-grained (sandy) soils, a groundwater depth of less than about 50 feet, and a potential for seismic shaking from nearby large magnitude earthquake.

The USDA-NRCS Web Soil Survey shows that the project site contains Wasco sandy loam at a 0 to 2 percent slope (South Valley Biology Consulting, LLC 2025). The project is relatively flat and level with no major changes in grade. Additionally, the possibility of flooding is rare as the site is in an area of minimal rainfall. Because the project site contains well drained sandy soils, there is a negligible risk of liquefaction occurring at the project site during a seismic event.

Structures constructed as part of the project would be required by State law to be constructed in accordance with all applicable California Building Code and Title 24 construction standards. Therefore, the project would not expose people or structures to potential substantial adverse effects involving seismic-related ground failure, including liquefaction.

- iv. No impact. The project site is located on the floor of the San Joaquin Valley, west of the Sierra Nevada foothills. The topography is flat, with an elevation of approximately 250 to 3,700 feet above mean sea level, and no significant topological features. As such, there is no potential for rock fall and landslides to impact the project in the event of a major earthquake, as the area has no significant elevation changes. Based on the predicted maximum horizontal accelerations at the project site and the soil types, minor subsurface settlement may occur onsite during a major earthquake, and this is considered less than significant. The site is flat and there is a low potential for landslides. Therefore, the project would not expose people or structures to potential substantial adverse effects involving landslides.
- b) Less than significant impact. The project site contains Wasco sandy loams. Due to the characteristics of the on-site soil types, the relatively flat terrain, and low precipitation (about 4 to 7 inches/annually), implementation of the project would not result in significant erosion, displacement of soils or soil expansion problems. The project would be subject to City ordinances and standards relative to soils and geology. Standard compliance requirements include detailed site-specific soil analysis prior to issuance of building permits and adherence to applicable building codes in accordance with the Uniform Building Code.

Construction of the site would temporarily disturb soils, which could loosen soil, and the removal of vegetation could contribute to future soil loss and erosion by wind and storm water runoff. The project would have to request coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activities (No. 2012-0006-DWQ) (General Permit) because the project would result in one or more acres of ground disturbance. To conform to the requirements of

the General Permit, a Storm Water Pollution Prevention Plan (SWPPP) would need to be prepared that specifies best management practices (BMPs) to prevent construction pollutants, including eroded soils (such as topsoil), from moving offsite. Implementation of the General Permit and BMPs requirements would mitigate erosion of soil during construction activities.

During operation, the soils would be sufficiently compacted to required engineered specifications, revegetated in compliance with City requirements, or paved over with impervious surfaces such that the soils at the site would not be particularly susceptible to soil erosion. Therefore, the project would not result in substantial soil erosion or the loss of topsoil.

- c) Less than significant impact. See Geology and Soils responses above. As indicated in previous responses, the site is flat and does not have slopes. Additionally, the site is not located near any area with sufficient slope that could result in off-site landslides. Moreover, the project will be designed by an engineer to resist potential side-effects of spreading, subsidence, liquefaction, or collapse. Therefore, the project would not be located on a geologic unit or soil that is unstable, or that would become unstable because of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.
- d) Less than significant impact. See Geology and Soils responses above. Expansive clay soils are subject to shrinking and swelling due to changes in moisture content over the seasons. These changes can cause damage or failure of foundations, utilities, and pavements. During periods of high moisture content, expansive soils under foundations can heave and result in structures lifting. In dry periods, the same soils can collapse and result in settlement of structures. According to Physical and Chemical Properties of the Soils in the USDA Kern County Soil Survey, the upper five feet of the onsite soil (Wasco sandy loam) is considered to have low shrink-swell or expansion potential. In addition, the site is not located in an area of expansive soil. Compliance with applicable City of Shafter General Plan policies, Municipal Code, and the California Building Code, would reduce potential site-specific impacts to less-than-significant levels. Therefore, the project would not be located on expansive soil creating substantial risks to life or property.
- e) No impact. The project would not require the use of a septic system because the project would connect to the existing City sewer services. Therefore, the project would not result in soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.
- f) Less than significant with mitigation incorporated. The General Plan confirms that the City of Shafter has received sediments from the Coast Ranges to the west, the Sierra Nevada to the east, and to a lesser degree from activity on the San Andreas Fault system. These sediments contain different species of fossils, reflecting the different periods of deposition. General Plan policy 6.6.3. includes a standard condition of approval for new development projects. The policy requires that if cultural or paleontological resources are encountered during grading,

alteration of earth materials in the vicinity of the find be halted until a qualified expert has evaluated the find and recorded identified cultural resources. With implementation of mitigation, the project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☒	☐	☐
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☒	☐	☐

Evaluation of Environmental Effects

Air Quality and Greenhouse Gas Impact Study was prepared for the NEC Birch Street and E. Los Angeles Street Residential Project, Cesar Chavez Foundation, prepared by RK Engineering Group, Inc., April 2025, included as Appendix A.

- a) Less than significant impact with mitigation incorporated. The project would generate an incremental contribution and, when combined with the cumulative increase of all other sources of greenhouse gases (GHG), could contribute to global climate change impacts. Although the project is expected to emit GHG, the emission of GHG by a single project into the atmosphere is not necessarily an adverse environmental effect. Rather, it is the increased accumulation of GHG from more than one project and many sources in the atmosphere that may result in global climate change. The resultant consequences of climate change can cause adverse environmental effects. A project's GHG emissions typically would be relatively very small in comparison to state or global GHG emissions and, consequently, they would, in isolation, have no significant direct impact on climate change. Therefore, a project's GHG emissions and the resulting significance of potential impacts are more properly assessed on a cumulative basis.

According to SJVAPCD's *Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA*, a proposed project may utilize Best Performance Standards (BPS) to achieve a less than significant impact from GHG emissions. The BPS have been developed to enforce specific reduction strategies as part of the CEQA process for development projects. Projects that garner at least 29 points are presumed to be consistent with SJVAPCD guidelines. Consistent with CEQA and SJVUAPCD guidelines, such projects would be determined to have a less than significant individual and cumulative impact for GHG emissions.

The project will implement mitigation measures that include quantified measures and nine (9) unquantified BPS measures, for which the SJVUAPCD has not assigned specific point values. These measures include actions like installing electric stoves in residences and

increasing land use density beyond nine units per acre. Based on the CAPCOA *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*, December 2021, installing only electric stoves could result in up to a 15% reduction in GHG emissions associated with electricity, while increasing land use density above nine units per acre could result in up to a 30% reduction in GHG emissions associated with Vehicle Miles Traveled (VMT) (RK Engineering Group, Inc 2025).

For those reasons, the project's annual construction and operational GHG emissions shown in the tables below are primarily for disclosure purposes.

Annual Construction Greenhouse Gas Emissions (MT/year)¹				
Year	CO₂	CH₄	N₂O	CO₂e
2026	546.81	0.02	0.02	553.91
2027	18.66	0.00	0.00	18.76
Total	565.47	0.02	0.02	572.67
Amortized over 30 years	18.85	0.00	0.00	19.09

RK Engineering Group, Inc 2023.

¹ MT/year = metric tons per year

As shown in the table above, the estimated total GHG emissions during construction will be approximately 572.67 MTCO₂e per year, or 19.09 MTCO₂e per year when amortized over 30 years. The construction of the project would be temporary; therefore, the project would not consist of a lasting, ongoing source of GHG emissions.

Additionally, GHG emissions are estimated for on-site and off-site operational activity using CalEEMod. The table below shows the project's estimated generation and usage of GHG emissions from mobile, energy, area, water, waste, and refrigerant sources.

Annual Operational Greenhouse Gas Emissions (MT/year)¹				
Emission Source	CO₂	CH₄	N₂O	CO₂e
Mobile	1,641.13	0.05	0.06	1,663.77
Energy	329.10	0.04	0.00	330.66
Area	105.46	0.17	0.00	109.65
Water	5.19	0.23	0.01	12.58
Waste	11.47	1.15	0.00	40.15
Refrigerant	--	--	--	0.20
30-year Construction Amortization	18.85	0.00	0.00	19.09
Total	2,111.21	1.63	0.07	2,176.10

RK Engineering Group, Inc 2023.

¹ MT/year = metric tons per year

As shown in the table above, the estimated annual operational GHG emissions will be 2,176.02 MTCO₂e per year, including operational emissions and amortized construction.

By complying with the implemented mitigation measures, mandatory requirements of the latest 2022 California Building Code, including Title 24, Part 11, CALGreen, and Title 24, Part 6, Energy Code, the project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment.

- b) Less than significant impact with mitigation incorporated. See response to a. above. The project will be required to comply with the mandatory requirements of the latest 2022 California Building Code, including Title 24, Part 11, CALGreen, and Title 24, Part 6, Energy Code. The purpose of the building standards is to reduce negative environmental impacts through planning and design, energy, efficiency, water efficiency and conservation, and material and resource conservation. As the California Building Standards were developed to help meet the requirements of the Global Warming Solutions Act (AB 32), which was adopted to reduce California's GHG emissions by achieving the maximum technologically feasible and cost-effective GHG emission reductions. Therefore, by complying with the California Building Standards Code and implemented mitigations, the project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHG.

Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous material into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

Evaluation of Environmental Effects

- a) Less than significant impact. The project proposes to develop 174 multi-family units and would not involve the routine transport, use, or disposal of hazardous materials as defined by the Hazardous Materials Transportation Uniform Safety Act. However, construction activities would require transport, storage, use, and/or disposal of hazardous materials such as fuels and grease for the fueling/servicing of construction equipment, and there is the potential for upset and accident conditions that could release such material into the environment. Such substances would be stored in temporary storage tanks/sheds that would be located at the site. Although these types of materials are not acutely hazardous, they are classified as hazardous materials and create the potential for accidental spillage, which could expose construction workers. All transport, storage, use, and disposal of hazardous materials used in the construction of the project would be in strict accordance with federal and state laws and regulations. During construction of the project, Material Safety Data Sheets (MSDS)

for all applicable materials present at the site would be made readily available to onsite personnel. During construction, non-hazardous construction debris would be generated and disposed of at approved facilities for handling such waste. Also, during construction, waste disposal would be managed using portable toilets located at reasonably accessible onsite locations.

Although the project operation will require day-to-day maintenance activities, it would not involve the routine transport, use, or disposal of hazardous materials as defined by the Hazardous Materials Transportation Uniform Safety Act. Maintenance of the residential buildings would require the transport, storage, use, and/or disposal of household hazardous materials such as paints, cleaners, oils, batteries, and pesticides. Building tenants are required to follow any instructions for use and storage provided on product labels carefully to prevent any accidents in the living space. Users should also read product labels for disposal directions to reduce the risk of products exploding, igniting, leaking, mixing with other chemicals, or posing other hazards on the way to a disposal facility. Therefore, the project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

- b) Less than significant impact. Please refer to response a. above. Therefore, the project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous material into the environment.
- c) No impact. The closest schools to the project site are Golden Oak Elementary and Grow Academy located approximately 1.5 miles west of the site. Given the distance and the intervening uses, there is very limited potential for the project to affect the schools in the vicinity. Therefore, the project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 miles of an existing or proposed school.
- d) No impact. According to the EnviroStor and Cortese lists pursuant to Government Code (GC) Section 65962.5, no portion of the project site is identified on either list, which provides the location of known hazardous waste concerns (EnviroStor 2025). Therefore, the project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to GC Section 65962.5 and, as a result, create a significant hazard to the public or the environment.
- e) No impact. The project is not located within the adopted Airport Land Use Plan for Minter Airport (Shafter 2005). The closest airport is Minter Airport located approximately 6 miles east of the project site. Therefore, the project would not result in a safety hazard for people residing or working in the project area because of a public airport or public use airport.
- f) Less than significant impact. The City maintains an emergency plan for response to disasters, including but not limited to earthquakes, floods, fires, hazardous spills or leaks, major

industrial accidents, major transportation accidents, major storms, airplane crashes, civil unrest, and national security emergencies. In a disaster, the City could experience significant casualties, property damage, and utility service interruptions, potentially exceeding the response capabilities of both the City and the County. The plan outlines the general authority, organization, and response actions for City staff to undertake, in compliance with existing law, when disasters happen. The objectives of the plan are to reduce loss of life, injury, and property losses through effective management of emergency forces (Shafter 2005). The emergency plan includes objectives and policies that would prevent new development from interfering with emergency response of evacuation plans. The project will comply with all local regulations related to the construction of new development that is consistent with the emergency plan. The project would also comply with the appropriate local and State requirements regarding emergency response plans and access. The proposed project would not inhibit the ability of local roadways to accommodate emergency response and evacuation activities. Therefore, the project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

- g) Less than significant impact. According to the Fire Hazard Severity Zone Viewer, the project is located outside the State Responsibility Area severity zones (Cal Fire 2024). Additionally, the City maintains an emergency plan for response to disasters, including fires. The objectives of the plan are to reduce loss of life, injury, and property losses through effective management of emergency forces (Shafter 2005). The emergency plan includes objectives and policies that would prevent new development from interfering with emergency response of evacuation plans. The project will comply with all local regulations related to the construction of new development that is consistent with the emergency plan. The project would also comply with the appropriate local and State requirements regarding emergency response plans and access. The proposed project would not inhibit the ability of local roadways to accommodate emergency response and evacuation activities. Therefore, the project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires.

Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage system or provide substantial additional sources of polluted runoff;				
or	☐	☐	☒	☐
iv. Impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk of release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Evaluation of Environmental Effects

- a) Less than significant impact. As discussed in Geology and Soils above, the project site's soil type has a low-to-medium susceptibility to sheet and rill erosion by rainfall and a low susceptibility to wind erosion at the ground surface. Disturbance of onsite soils during construction could result in soil erosion and siltation, and subsequent water quality degradation through increased turbidity and sediment deposition during storm events to offsite locations. Additionally, disturbed soils have an increased potential for fugitive dust to be released into the air and carried offsite. As described in Geology and Soils, the project would be required to comply with the General Permit. To conform to the requirements of the General Permit, a SWPPP would need to be prepared that specifies BMPs to prevent construction pollutants from moving offsite. The project is required to comply with the General Permit because project-related construction activities would disturb at least 1 acre

of soil. The City owns and maintains a municipal separate storm sewer system (MS4). The project's operational urban storm water discharges are covered under the Central Valley Water Resources Quality Control Board (CVRWQCB) National Pollutant Discharge Elimination System Permit and Waste Discharge Requirements General Permit for Discharges from Municipal Separate Storm Sewer Systems (Order No. R5-2016-0040-018; NPDES No. CAS0085324) (MS4 Permit) (CVRWQCB 2024). The MS4 Permit mandates the implementation of a storm water management framework to ensure that water quality is maintained within the City because of operational storm water discharges throughout the City, including the project site. By complying with the General Permit and MS4 Permit, the project would not violate any water quality standards or waste discharge requirements. Therefore, the project would violate any water quality standards or waste discharge requirements.

- b) Less than significant impact. A large groundwater basin covering over 1.7 million acres underlies most of the southern San Joaquin Valley, including the City, and has been providing water for the area since the early 1900s. This basin is replenished by the natural runoff from the Sierra Nevada, as well as through percolation from the many irrigation canals that import water into the area from other regions of the State. The City's drinking water is derived from the aquifers within the basin and is pumped to the surface by a system of groundwater wells operated by the City. The City owns and operates its own public water system, including groundwater wells, above-ground water storage tanks with booster stations, an above-ground tank and booster plant, and water distribution lines (City of Shafter 2005).

Under the Urban Water Management Planning Act, every urban water supplier that provides water for municipal purposes to more than 3,000 customers or supplies more than 3,000 acre-feet of water annually is required to prepare and adopt an Urban Water Management Plan (UWMP) every five years (Shafter 2021). The UWMP serves as a foundational document and source of information for Water Supply Assessments (Senate Bill 610) and Written Verifications of Water Supply (Senate Bill 221), as it includes a 25-year projection of water demand and supply under both wet and dry year scenarios.

Given that the project is a residential development and may result in population growth, the City's 2020 UWMP has incorporated the project's anticipated population increase into its demand projections. Based on these projections, it was concluded that the City has sufficient existing water supply capacity to serve the proposed development. By State law, current UWMP do not need to address the Sustainable Groundwater Management Act (SGMA) or sustainable groundwater management currently. Prior to obtaining a building permit, the applicant will have to obtain a water will-serve letter. As a result, the project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.

- c) The following discusses whether the project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces.

- i. Less than significant impact. The project site does not contain any blue-line streams or other surface water features and therefore, the project would not alter the course of a river or stream. The project site would be graded and, as a result, the internal drainage pattern at the site would be altered from the baseline condition. Additionally, the project would result in increased impervious surfaces (i.e., building pads, sidewalks, asphalt parking area, etc.) at the site, which would reduce percolation to ground and result in greater amounts of storm water runoff concentrations at the site. If uncontrolled, differences in drainage patterns and increased impervious surfaces could result in substantial erosion or siltation on- or off-site. However, the project would be required to comply with the General Permit during construction and MS4 permit during operation. To comply with the MS4 Permit, the City requires compliance with adopted building codes, including complying with an approved drainage plan, which avoids on- and offsite flooding, erosion, and siltation problems. Therefore, the project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or offsite.
- ii. Less than significant impact. Refer to response c.i above. Therefore, the project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site.
- iii. Less than significant impact. Refer to response c.i. above. Therefore, the project would not create or contribute runoff water that would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.
- iv. Less than significant impact. Construction activities could potentially degrade water quality through the occurrence of erosion or siltation at the project site.

Construction of the project would include soil-disturbing activities that could result in erosion and siltation, as well as the use of harmful and potentially hazardous materials required to operate vehicles and equipment. The transport of disturbed soil or the accidental release of potentially hazardous materials could result in water quality degradation. The project would be required to comply with the NPDES Construction General Permit. Additionally, a SWPPP would be prepared to specify BMPs to prevent construction pollutants. The project would not otherwise substantially degrade water quality.

The project site is located outside the 500-year floodplain and is not located within a 100-year flood hazard area (FEMA 2024). Therefore, the project would not impede or redirect flood flows.

- d) No impact. As noted above, the project site is not within a FEMA flood hazard zone, nor is it located near the ocean or a steep topographic feature (i.e., mountain, hill, bluff, etc.). Tsunamis are waves generated in oceans from seismic activity. Due to the inland location of the site, tsunamis are not considered a hazard for the site. Therefore, there is no potential for the site to be inundated by tsunami or mudflow.

A seiche is a wave generated by the periodic oscillation of a body of water whose period is a function of the resonant characteristics of the containing basin as controlled by its physical dimensions. There is no body of water within the vicinity of the project site. There is no potential for inundation of the project site by seiche.

There are no nearby levees that would be susceptible to failure or flooding of the site. Therefore, the project would not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding because of the failure of a levee.

- e) Less than significant impact. Refer to a. through d. responses above. The Project would not conflict with or obstruct the implementation of any water quality control plan. The Project would be subject to the requirements of the NPDES Stormwater Program and would be required to comply with a SWPPP. The SWPPP would identify all potential sources of pollution that could affect stormwater discharges from the project site and specify BMPs to prevent significant impacts related to stormwater runoff. Moreover, the project is within the jurisdiction of the Kern County Subbasin Groundwater Sustainability Agency (GSA). The Groundwater Sustainability Plan (GSP) was adopted by the Kern County Subbasin GSA in December 2024 (Kern County GSP 2024). The project would not conflict with or obstruct the implementation of this GSP. Therefore, the project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Land Use and Planning

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating and environmental effect?	☐	☐	☒	☐

Evaluation of Environmental Effects

- a) No impact. The project does not include the construction of roads or any other physical barrier. The project includes the development of 174 multi-family units and is adjacent to existing multi-family development. The project is a continuation of the existing urban development pattern of the City, therefore, the project would not physically divide an established community.
- b) Less than significant impact. The proposed project requires a GPA and ZC to be consistent with the General Plan land use designation and the zoning classification. The GPA would change the land use designation and zoning classification from low-density residential to medium high-density residential to allow the development of 174 multi-family units. If a GPA and ZC are approved by the City, the project would be consistent with the General Plan land use designation and the zoning classification. Therefore, the project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.

Mineral Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site that is delineated in a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Evaluation of Environmental Effects

- a) No impact. The California Department of Conservation, Geological Survey classifies lands into Aggregate and Mineral Resource Zones (MRZs) based on guidelines adopted by the California State Mining and Geology Board, as mandated by the Surface Mining and Reclamation Act of 1974. These MRZs identify whether known or inferred significant mineral resources are present in areas. Lead agencies are required to incorporate identified MRZs resource areas delineated by the State into their General Plans. The principal mineral resources within the City are oil and natural gas. The southern portion of Kern County is a major oil producing region, with oil fields extending into the southern portion of Shafter's Planning Area (Shafter 2005).

No oil or gas resources have been identified in or extracted from the project site. According to the California Geologic Energy Management Division (CalGEM) [formerly called Division of Oil, Gas and Geothermal Resources (DOGGR)], the project site is not located in an identified oilfield and there are no known wells located on the site (CalGEM 2025). The proposed project would not result in the loss of availability of mineral resources as the project does not propose the extraction of mineral resources. Additionally, the proposed project would not restrict the ability of mineral rights' holders in the area to exercise their legal rights to access surrounding sites for the exploration and/or extraction of underlying oil research or other natural resources. Therefore, the project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

- b) No impact. As noted above, the project is not designated as a mineral recovery area. The project would not alter any existing plans that protect mineral resources. As a result, the proposed project would not interfere with known mining operations and would not result in the loss of land designated for mineral and petroleum. Therefore, the project would not result in the loss of availability of a locally important mineral resource recovery site that is delineated in a local general plan, specific plan or other land use plan.

Noise

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive ground-borne vibration or ground-borne noise levels?	☐	☐	☒	☐
c) For a project within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Evaluation of Environmental Effects

Noise Impact Study prepared for the NEC Birch Street and E. Los Angeles Street Residential Project, Cesar Chavez Foundation, prepared by RK Engineering Group, Inc., October 2023, included as Appendix C.

- a) Less than significant impact. The project's construction would generate temporary increases in noise levels. The General Plan Section 7.7 requires exterior noise levels in residential zones to be maintained at 60 to 65 decibels utilizing site and architectural design features to mitigate noise impacts when feasible (Shafter 2005). Therefore, a roadway noise impact analysis was performed to determine if a significant impact would occur if noise levels exceed the applicable noise standards and the project results in an increase of 3.0 dBA or more above "Without Project" conditions. It is assumed that all homes in the vicinity of the project site are equipped with fresh air supply or air conditioning systems and thus a windows closed condition is applicable. Additionally, a change of 3 dBA is considered barely perceptible by the average health human ear (RK Engineering Group, Inc 2023). As a result, the project will not cause a significant permanent increase in roadway noise levels along adjacent roadways. The project would not generate substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.
- b) Less than significant impact. The project is expected to create temporary ground-borne noise and vibration because of the construction activities (during site preparation and grading). Ground-borne noise is due to construction equipment used during the phases of construction, including site preparation, grading, building, construction, paving, and architectural coating. Noise levels are calculated based on the average distance of equipment

over a 1-hour period to the nearest adjacent property (RK Engineering Group, Inc. 2023). The project's estimated construction noise levels have been calculated using the Federal Highway Administration Roadway Construction Noise Model Version 1.1. The table below shows the noise level impacts from the center of the nearest plot to the nearest sensitive receptor property line.

Project Construction Noise Levels at 360 Feet				
Phase	Equipment	Quantity	Equipment Noise Level at 360 feet (Dba Leq)	Combined Noise Level Dba Leq)
Site Preparation	Tractors/Loaders/Backhoes	2	66.9	69.9
Grading	Graders	1	67.9	70.4
	Tractors/Loaders/Backhoes	1	66.9	
Building Construction	Tractors/Loaders/Backhoes	2	66.9	69.9
Paving	Rollers	2	67.9	70.9
Architectural Coating	Air Compressors	1	60.6	60.7
Worst Case Construction Phase Noise Level Criteria (Dba Leq)				70.9
FTA Daytime General Assessment Construction Noise Criteria (dBA Leq)				90.0
Noise level exceed FTA criteria?				No

As shown in the table above, the project is expected to generate a maximum noise level of 70.9 dBA. Therefore, the project's construction noise levels will not exceed the Federal Transit Administration General Assessment Construction Noise Criteria threshold (RK Engineering Group, Inc. 2023).

Additionally, the project also performed a construction vibration assessment, which utilized the vibration levels and methodology determined by the 2018 Transit Noise and Vibration Impact Assessment Manual, Federal Transit Administration (FTA 2018). The table below shows the Federal Transit Administration referenced vibration levels (RK Engineering Group, Inc 2023).

Typical Construction Vibration Levels		
Equipment	Peak Particle Velocity (PPV) (inches/second) at 25 feet	Approximate Vibration Level at 25 feet
Piledriver (impact), upper range	1.518	112
Piledriver (impact), typical	0.644	104
Piledriver (sonic), upper range	0.734	105
Piledriver (sonic), typical	0.170	93
Clam shovel drop (slurry wall)	0.202	94
Hydro mill	0.008	66
(slurry wall)	0.017	75
Vibratory Roller	0.210	94
Hoe Ram	0.089	87
Large bulldozer	0.089	87
Caisson drill	0.089	87
Loaded trucks	0.076	86
Jackhammer	0.035	79
Small bulldozer	0.003	58

The following table shows the project's construction related vibration at the nearest structures to the project area. The distance between the construction area to the nearest structure is 58 feet.

Construction Vibration Impact Analysis		
Construction Activity	Calculated Vibration Level – PPV (in/sec)	Annoyance Criteria Level
Large Bulldozer	0.035	Barely Perceptible
Vibratory Roller	0.083	Barely Perceptible
Loaded Trucks	0.030	Barely Perceptible
*Distance to Nearest Structure 58 feet		

Based on the tables above, the project related construction activity is not expected to cause any potential damage to the nearest structures (RK Engineering Group, Inc 2023). Therefore, the project would not expose persons to or generation of excessive ground-borne vibration or ground-borne noise levels.

- c) No impact. As noted in the Hazards and Hazardous Materials section, the project is not located within the adopted Airport Land Use Plan for Minter Airport (Shafter 2005). The nearest airport to the project site is the Minter Field Airport Districted located approximately 4 miles east from the project site. Therefore, the project would not expose people residing or working in the project area to excessive noise levels for a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport.

Population and Housing

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project;				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Evaluation of Environmental Effects

- a) Less than significant impact. The project includes the development of new housing to accommodate the housing demand and provide housing to farmworker families, as stated the project does not include any new roads. According to the California Department of Finance the City's reported population on January 2023 was 21,309 and on January 2024 was 22,226, which showed a population increase of 4.3 percent (DOF 2024). If this positive trend continues, the population in the City will continue to increase and will require more housing. As stated, the project would assist with the need for housing in the City and would not induce substantial unplanned population growth in the area, either directly or indirectly.
- b) No impact. The project site is undeveloped and will not involve demolition of existing housing and will not require the construction of replacement housing elsewhere. Therefore, the project would not displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere.

Public Services

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☒	☐
ii. Police protection?	☐	☐	☒	☐
iii. Schools?	☐	☐	☒	☐
iv. Parks?	☐	☐	☒	☐
v. Other public facilities?	☐	☐	☒	☐

Evaluation of Environmental Effects

a) The following discusses whether the project would result in substantial adverse physical impacts to public services. The need for additional public service is generally directly correlated to population growth and the resultant additional population's need for services beyond what is currently available.

- i. Less than significant impact. The construction and operation of the project would result in an increase in demand for fire protection services leading to the construction of new or physically altered facilities. Under contract with the City of Shafter, fire suppression support is provided by the Kern County Fire Department located at 325 Sunset Avenue.

The City of Shafter will ensure that construction activities are conducted in accordance with local and State fire codes. Services are adequately planned for within the City's General Plan through policies to ensure the City maintains the fire department's performance and response standards by allocating the appropriate resources. As stated, the project applicant is responsible for the development impact fees and constructing any infrastructure needed to serve the project. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, to maintain acceptable service ratios, response times or other performance objectives for fire protection.

- ii. Less than significant impact. Law enforcement and public protection are provided by the City of Shafter Police Department. The City's police station is located at 201 Central Valley Hwy. The project would increase demand for public safety protection as the project is a residential development. However, the project applicant is responsible for the development impact fees and constructing any infrastructure needed to serve the project. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, to maintain acceptable service ratios, response times or other performance objectives for police protection.
- iii. Less than significant impact. The project would impact on school facilities as the project is a residential development. However, the project would accommodate population growth and provide affordable housing to local families. Additionally, the project applicant is responsible for the school impact fees and constructing any infrastructure needed to serve the project. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, to maintain acceptable service ratios, response times or other performance objectives for schools.
- iv. Less than significant impact. The project would impact on parks and recreation facilities. However, the project applicant is required to pay recreation impact fees. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, to maintain acceptable service ratios, response times or other performance objectives for parks.
- v. Less than significant impact. The project would impact on other public facilities such as libraries, hospitals, or emergency medical facilities. However, the project applicant is responsible for development impact fees and constructing any infrastructure needed to serve the project. The proposed project would comply with the objectives and policies of the General Plan. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, to maintain acceptable service ratios, response times or other performance objectives for other public facilities.

Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Evaluation of Environmental Effects

- a) Less than significant impact. The project could potentially increase the use of existing neighborhood and regional parks; however, the project applicant is required to pay development impact fees, which allows the City to upgrade, expand, or upkeep existing neighborhood and regional parks. Therefore, the project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would not occur or be accelerated.
- b) No impact. As discussed in this MND, with mitigation, the development of 174 multi-family units would not have an adverse physical effect on the environment. Therefore, the project would not include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment.

Transportation/Traffic

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

Evaluation of Environmental Effects

A Traffic Impact Study was prepared for the NEC Birch Street and E. Los Angeles Street Multi-Family Residential Project, Cesar Chavez Foundation, prepared by RK Engineering Group, Inc., October 2023, included as Appendix D.

- a) Less than significant impact. The City has not finalized or adopted any policies or methodologies for VMT analysis. As such, the California Governor's Office Land Use and Climate Innovation (LCI) formally known as the Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA will be used as a basis for this project's VMT analysis and provides screening criteria that lead agencies can apply to effectively screen projects from project-level assessment.

As stated, the project proposes the construction of 174 affordable housing units. The OPR Advisory recognizes that affordable housing projects typically generate lower VMT than market-rate housing, and a project consisting of a high percentage of affordable housing may be a basis for the lead agency to find a less significant impact on VMT. Adding affordable housing to infill locations generally improves jobs-housing match, in turn shortening commutes and reducing VMT. Evidence supports a presumption of a less than significant impact for a 100% affordable residential development in infill locations. Because the project consists of 100% affordable housing, the project may be presumed to have a less-than-significant impact on VMT and no further VMT analysis would be required (RK Engineering Group, Inc., 2023). Therefore, the project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

- b) Less than significant impact. See response to a. above. The project consists of 100% affordable housing, therefore, the project may be presumed to have a less than significant

impact on VMT and not further VMT analysis would be required (RK Engineering Group, Inc., 2023). As stated, the project would not conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b).

- c) Less than significant impact. The project will be designed to current standards and safety regulations. All site access/egresses will be constructed to comply with design and safety standards of Chapter 33 of the California Building Codes and the guidelines of Title 24 to create safe and accessible roadways. Vehicles exiting the site will be provided with a clear view of the roadway without obstructions. Landscaping associated with the entry driveways could impede such views, if improperly installed. Specific circulation patterns and driveway designs will incorporate all applicable safety measures to ensure that hazardous design features or inadequate emergency access to the site or other areas surrounding the project area will not occur. Therefore, the project would not substantially increase hazards due to a design feature or incompatible uses.
- d) Less than significant impact. See response to c. above. The project would be required to comply with all emergency access requirements adopted and set forth in the City of Shafter Municipal Code. These requirements and all others required to be included in the project design will be verified by the City prior to project approval. Therefore, the project would not result in inadequate emergency access.

Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code §21074 as either a site, feature, place, cultural landscape that is geographically defined in the terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code §5020.1(k), or	☐	☐	☐	☒
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code §5021.1. In applying the criteria set forth in subdivision (c) of Public Resources Code §5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

Evaluation of Environmental Effects

- a) No impact. There are no sites, features, places, cultural landscapes that are geographically defined in the terms of the size and scope of the landscape, sacred places, or objects with cultural value to a California Native American tribe located on the site. Therefore, the project would not cause a substantial adverse change in the significance of a tribal cultural resource that is listed in the California Register of Historical Resources or in a local register of historical resources.
- b) No impact. See response to a. above and in the Cultural Resources section. Therefore, the project would not cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency to be significant.

Utilities and Service Systems

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electrical power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c) Result in the determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulation related to solid waste?	☐	☐	☐	☒

Evaluation of Environmental Effects

- a) Less than significant impact. Refer to Geology and Soils and Hydrology and Water Quality responses above regarding potable and irrigation water, wastewater, and stormwater. The above analysis concluded that the project would not require the relocation or construction of new or expanded facilities for potable and irrigation water, wastewater, and stormwater facilities.

The Pacific Gas and Electric Company (PG&E) provides electricity to the City. The existing trunk and transmission facilities are adequate to meet present and projected demand for the project site. The project will connect to the existing PG&E transmission lines for electrical power, but lighting would be minimal.

The City is served by multiple telecommunication providers such as AT&T, Spectrum, T-Mobile, ATel Communications, and Municipal Fiber Network.

No natural gas is proposed for the project.

Therefore, the project would not require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas,

or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.

- b) Less than significant impact. Refer to the Hydrology and Water Quality responses above. Therefore, the project has sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years.
- c) Less than significant impact. The project will connect to the City's sewer mains and wastewater will be treated at the wastewater treatment plant owned and operated by the North of the River (NOR) Sanitary District which is in a Joint Powers Agreement with the City. The wastewater treatment plant is currently designing an upgrade and expansion for additional treatment capacity. The wastewater treatment capacity will increase from 7.5 million gallons per day to 10 million gallons per day (NORSD 2025). Therefore, it has been determined by the wastewater treatment provider which serves or may serve the project has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.
- d) Less than significant impact. Two franchise haulers, American Refuse and Varner Brothers, serve properties in the City. American Refuse is the franchise hauler within the city core area and will provide service to the proposed project. Solid waste that is collected is disposed of at the Shafter/Wasco Landfill and the Bakersfield Metropolitan (Bena) Landfill. These landfills are owned and operated by the Kern County Waste Management Department. The Shafter/Wasco Landfill is the City's primary landfill, while the Bena Landfill accepts some refuse from industrial uses within the City. Both facilities are designated as Class III landfills and have the capacity to serve projected solid waste disposal needs through December 2053 and April 2046, respectively. Implementation of the project would result in the generation of solid waste on the project site, which would increase the demand for solid waste disposal. During construction these materials, which are not anticipated to contain hazardous materials, would be collected and transported away from the site. The project, in compliance with federal, State, and local statutes and regulations related to solid waste, would dispose of all waste generated onsite at an approved solid waste facility. Additionally, prior to obtaining a building permit, the applicant will have to obtain a landfill will-serve letter. Therefore, the project would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.
- e) No impact. See response to d. above. The 1989 California Integrated Waste Management Act (AB 939) requires Kern County to attain specific waste diversion goals. In addition, the California Solid Waste Reuse and Recycling Access Act of 1991, as amended, requires expanded or new development projects to incorporate storage areas for recycling bins into the project design. The reuse and recycling of construction debris would reduce operating expenses and save valuable landfill space. As stated above, the Shafter/Wasco Landfill is the City's primary landfill, while Bena Landfill accepts some refuse from industrial uses within the City. Both facilities have the capacity to serve projected solid waste disposal needs through

2056 and 2046, respectively. Therefore, the project would comply with federal, state, and local management and reduction statutes and regulation related to solid waste.

Wildfires

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or areas classified as very high hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, or other factors, exacerbate wildfire risk, and thereby expose project occupants to, pollutant concentrations from a wildfire or uncontrolled spread of wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Evaluation of Environmental Effects

- a) Less than significant impact. See Hazards and Hazardous Materials section regarding emergency response. According to data from the Cal Fire, there are no fire hazard severity zones on the project site or within the City boundaries (CalFire 2024). As noted previously, the City of Shafter maintains an emergency plan for response to disasters, including fires. The objectives of the plan are to reduce loss of life, injury, and property losses through effective management of emergency forces (Shafter 2005). The emergency plan includes objectives and policies that would prevent new development from interfering with emergency response of evacuation plans. The project will comply with all local regulations related to the construction of new development that is consistent with the emergency plan. The project would also comply with the appropriate local and State requirements regarding emergency response plans and access. The proposed project would not inhibit the ability of local roadways to accommodate emergency response and evacuation activities. Therefore, the project would not substantially impair an adopted emergency response plan or emergency evacuation plan.
- b) Less than significant impact. The project site is in a region dominated by residential and agricultural uses. The topography of the area is flat. The project would install the required infrastructure to meet water supply demands for fire protection services. Development of the project will not increase the need for fire protection services or expand the service area of the local Fire Department, and the project will comply with all applicable fire codes and

regulations. Therefore, the project would not exacerbate wildfires and expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire due to slope, prevailing winds, and other factors.

- c) No impact. The Pacific Gas and Electric Company (PG&E) provides electricity to the City. The existing trunk and transmission facilities are adequate to meet present and projected demand to the project site. The project will connect to the existing PG&E transmission lines for electrical power. Therefore, the project would not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.
- d) No impact. The site is topographically flat land, as is the surrounding area. There are no slopes on or near the property and the project would not expose the people or structures to significant risks from downslope or downstream flooding or landslides due to a result of runoff, post fire instability or drainage changes. According to FEMA Flood Insurance Rate Maps the project is within an area of minimal flood hazards (FEMA 2024). Therefore, the project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Mandatory Findings of Significance:				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐
c) Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Evaluation of Environmental Effects

- a) Less than significant with mitigation incorporated. As evaluated in this document, the project would not substantially degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; reduce the number or restrict the range of an endangered, rare, or threatened species; or eliminate important examples of the major periods of California history or prehistory. With implementation of the mitigation measures recommended in this document, the project would not have the potential to degrade the quality of the environment, significantly impact biological resources, or eliminate important examples of the major periods of California history or prehistory. Therefore, with the following mitigation measures the project would have a less than significant impact. Therefore, the project, with the implementation of the identified conditions of approval, best management practices, and mitigation measures, would not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

- b) Less than significant impact with mitigation incorporated. As described in the impact analyses in this document, any potentially significant impacts of the project would be reduced to a less-than-significant level through implementation of the project as described and by mitigation measures. The project would not otherwise combine with impacts of related development to add considerably to any cumulative impacts in the region. With mitigation, the proposed project would not have impacts that are individually limited, but cumulatively considerable. Therefore, the project would have a less than cumulatively considerable impact with mitigation incorporated. There is no substantial evidence that with the implementation of the identified conditions of approval, best management practices, and mitigation measures, there are any cumulative effects associated with this project.
- c) Less than significant with mitigation incorporated. All the project's impacts, both direct and indirect, that are attributable to the project were identified and mitigated. The project mitigation measures will substantially reduce or eliminate impacts of the project. Therefore, the project, with mitigation, would not have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly.

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13. RK Engineering Group, Inc. 2025. NEC Birch Street and Los Angeles Street Residential Project Air Quality and Greenhouse Gas Impact Study. April.
14. RK Engineering Group, Inc. 2023. NEC Birch Street and Los Angeles Street Residential Project Noise Impact Study. October.
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ATTACHMENT A
MMRP

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 23-39 & ZC 23-72 (Cesar Chavez Multi-Family)

No.	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
#1	Prior to grading plan approval, the applicant/developer shall submit documentation to the Planning Department that they will/have met all air quality control measures, design features, and rules required by the San Joaquin Valley Air Pollution Control District, including but not limited to the following: To minimize Fugitive Dust during construction, the applicant will comply with the following: • Apply water to unpaved surfaces and areas. • Use non-toxic chemical or organic dust suppressants on unpaved roads and traffic areas. • Limit or reduce vehicle speed on unpaved roads and traffic areas. • Maintain areas in a stabilized condition by restricting vehicle access. • Install wind barriers. • During high winds, cease outdoor activities that disturb the soil. • Keep bulk materials sufficiently wet when handling. • Store and handle materials in a three-sided structure. • When storing bulk materials, apply water to the surface or cover the storage pile with a tarp. • Don't overload haul trucks. Overloaded trucks are likely to spill bulk materials. • Cover haul trucks with a tarp or other suitable cover. Or, wet the top of the load enough to limit visible dust emissions. • Clean the interior of cargo compartments on emptied haul trucks prior to leaving a site. • Prevent trackout by installing trackout control devices at all project access points. • Clean up trackout at least once a day. If along a busy road or highway, clean up trackout immediately. • Monitor dust-generating activities and implement appropriate measures for maximum dust control.	Prior to grading plan approval	San Joaquin Valley Air Pollution Control District; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. The applicant/developer shall obtain written proof from the SJVAPCD that the project will/have met all air quality control measures and rules. 3. Provide documentation to the Planning Department for the record.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 23-39 & ZC 23-72 (Cesar Chavez Multi-Family)

No.	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
	Diesel Particulate Matter: during construction, the applicant will comply with the following design features: • Construction equipment should be maintained in proper tune. • All construction vehicles should be prohibited from excessive idling. Excessive idling is defined as five (5) minutes or longer. • Minimize the simultaneous operation of multiple construction equipment units, to the maximum extent feasible. • Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible. • Establish staging areas for the construction equipment that are as far from adjacent residential homes, as feasible. • Use haul trucks with on-road engines instead of off-road engines for on-site hauling.				
#2	Prior to grading plan approval, the applicant/developer shall submit proof to the Planning Department that the project has complied with the San Joaquin Valley Air Pollution Control District's Indirect Source Rule (Rule 9510).	Prior to grading plan approval	San Joaquin Valley Air Pollution Control District; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. The applicant/developer shall obtain written proof from the SJVAPCD that the project will/have met all air quality control measures and rules. 3. Provide documentation to the Planning Department for the record.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 23-39 & ZC 23-72 (Cesar Chavez Multi-Family)

No.	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
#3	San Joaquin Kit Fox (<i>Vulpes macrotis mutica</i>) Prior to ground disturbance, a pre-construction survey must be conducted 14 - 30 days within the Project Area and a 500-foot buffer to identify active or potential San Joaquin kit fox dens. - If potential kit fox dens are observed within the Project Area, a 50-foot avoidance buffer should be implemented. If construction activities require the destruction of a potential den, then den monitoring shall be conducted by a qualified biologist for a minimum of 4 consecutive nights following the protocols set forth in the U.S. Fish and Wildlife Service Standardized Recommendations for the Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (USFWS 2011). Known dens shall require an avoidance buffer of at least 100 feet. If a known den cannot be avoided, it shall be left undisturbed, and the monitoring biologist shall be contacted immediately. Natal dens found within the Project Area or within a 500-buffer surrounding the Project Area should be avoided and the USFWS and CDFW shall be contacted. - To prevent the entrapment of a San Joaquin kit fox or other wildlife, all steep walled, open trenches greater than 2 feet in depth should be covered at the end of each day. If covering an open excavation is not feasible, escape ramps made of earthen material or wooden planks at a 1:1- slope (45-degree angle) should be implemented. Trenches should be inspected in the morning prior to commencing work activities and prior to backfilling. If a San Joaquin kit fox or any other special-status species is found within the excavation, the monitoring biologist shall be contacted immediately. At no time should any personnel attempt to handle, corral, remove, or otherwise interact with the animal.	Prior to ground disturbance	Qualified Biologist; City of Shafter Planning Department; California Department of Fish and Wildlife		
Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. Contract a qualified biologist to perform a pre-construction survey within 14 days prior to ground disturbance activities. 3. Provide results of survey to the Planning Department for the record. 4. If special-status species found, then contact CDFW to determine avoidance and minimization measures.					

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 23-39 & ZC 23-72 (Cesar Chavez Multi-Family)

No.	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
#4	Swainson's Hawk (<i>Buteo swainsoni</i>) - If construction activities are to take place during the nesting season (February - August), a preconstruction survey will be conducted 14 - 30 days prior to ground disturbing activities within the Project Area and a 500-foot buffer to identify individual Swainson's hawk's and active nests. This survey can be conducted concurrently with the San Joaquin kit fox pre-construction survey described above, depending on the timing of the pre-construction survey. - If any active Swainson's hawk nest is found during the pre-construction survey, a qualified biologist will prescribe an appropriate buffer zone surrounding the nest and a plan to be implemented to prevent disruption of nesting activities. If nest disruption is not possible, CDFW should be contacted for guidance.	Prior to ground disturbance	Qualified Biologist; City of Shafter Planning Department; California Department of Fish and Wildlife		
Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. Contract a qualified biologist to perform a pre-construction survey within 14 days prior to ground disturbance activities. 3. Provide results of survey to the Planning Department for the record. 4. If special-status species found, then contact CDFW to determine avoidance and minimization measures.					
#5	Tricolored blackbird (<i>Agelaius tricolor</i>) - If construction activities are to take place during the nesting season for tricolored blackbird (February - May), a pre-construction survey will be conducted 14 - 30 days prior to ground disturbing activities within the Project Area and a 500-foot buffer to identify individual tricolored blackbirds and active nests. This survey can be conducted concurrently with the San Joaquin kit fox pre-construction survey described above, depending on the timing of the preconstruction survey. - If any active tricolored blackbird nest sites are found during the pre-construction survey, a qualified biologist will prescribe an appropriate buffer zone surrounding the nest site and a plan to be implemented to prevent disruption of nesting activities.	Prior to ground disturbance	Qualified Biologist; City of Shafter Planning Department; California Department of Fish and Wildlife		
Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. Contract a qualified biologist to perform a pre-construction survey within 14 days prior to ground disturbance activities. 3. Provide results of survey to the Planning Department for the record. 4. If special-status species found, then contact CDFW to determine avoidance and minimization measures.					

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 23-39 & ZC 23-72 (Cesar Chavez Multi-Family)					
No.	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
#6	Other Migratory Birds Other migratory birds may use the proposed project site or surrounding lands for feeding, nesting, and roosting. In compliance with Sections 3503 and 3503.5 of the California Fish and Game Code and the Migratory Bird Treaty Act, if construction activities are to occur during the nesting and breeding season (February 1 through August 31), a qualified biologist shall determine the presence of any native bird and raptor nests prior to construction activities. If any nests are identified, appropriate buffer zones will be established around any identified nests to prevent disruption of nesting. If an adequate buffer zone cannot be established around any active nest, CDFW and USFWS will be contacted for guidance.	Prior to ground disturbance	Qualified Biologist; City of Shafter Planning Department; California Department of Fish and Wildlife		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. Contract a qualified biologist to perform a pre-construction survey within 14 days prior to ground disturbance activities. 3. Provide results of survey to the Planning Department for the record. 4. If special-status species found, then contact CDFW to determine avoidance and minimization measures.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 23-39 & ZC 23-72 (Cesar Chavez Multi-Family)

No.	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
#7	General Wildlife Avoidance Measures To further ensure no special-status species are impacted by the project, the project will comply with the following general wildlife avoidance measures during the construction period. - All vehicles should implement a maximum 10mph speed limit within the Project Area or adhere to the posted speed limit. - To avoid the entrapment of any animal, all excavations greater than 2 feet should be backfilled by the end of day. If backfilling by the end of day is not possible, excavations should be covered in a way to prevent wildlife species from entering the excavation. If excavations cannot be covered, an earthen escape ramp or a ramp constructed of wooden planks should be implemented inside the excavation at a 1:1 slope (45 degrees). If any wildlife is found entrapped inside an open excavation, the biologist should be contacted immediately. All pipes, culverts, or similar structures staged onsite should be capped in a way to prevent the entry of wildlife. Such structures should be checked prior to moving to ensure no wildlife is entrapped inside. - All food-related trash items including wrappers, cans, bottles, and scraps should be disposed of in a securely closed container and removed from the site at the end of each day. - No firearms or pets should be allowed onsite. - Any protected wildlife species that may venture onsite should be allowed to leave the site of their own accord. No attempt to handle or otherwise engage with the animal should be made. If after a reasonable amount of time the animal does not leave the project site, the biologist should be contacted.	During construction	City of Shafter Planning Department; Qualified Biologist (if needed); California Department of Fish and Wildlife (if needed)		
Steps to Compliance: - This mitigation measure shall be incorporated as a condition of approval for any site plan review. - Provide results of survey to the Planning Department for the record. - If special-status species found, then contact CDFW to determine avoidance and minimization measures.					
#8	If prehistoric or historic-era cultural materials are encountered during construction activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools	During construction	Qualified Archeologist; City of Shafter Planning Department		
Steps to Compliance:					

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 23-39 & ZC 23-72 (Cesar Chavez Multi-Family)

No.	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
	and debris, shell, bone, ceramics, and fire-affected rock as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations may be required to mitigate adverse impacts from project implementation. These additional studies may include avoidance, testing, and evaluation or data recovery excavation.	1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. If prehistoric or historic-era cultural materials are discovered, halt all work, and contact a qualified archaeologist to assess finds and recommend procedures. 3. If necessary, implement recommended procedures. 4. Provide summary of all relevant activities to the Planning Department for the record.			
#9	If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (Chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the county coroner.	During construction	City of Shafter Planning Department; Kern County Coroner (if needed); Native American Heritage Commission (if needed)		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. If human remains are uncovered, halt all work and contact the Kern County Coroner to evaluate the remains and follow the appropriate procedures and protocols. 3. If the County Coroner determines that the remains are Native American, the applicant/developer shall contact the Native American Heritage Commission. 4. If Native American human remains are located, the applicant/developer shall implement and comply with the requirements listed in this mitigation measure. 5. Provide summary of all relevant activities to the Planning Department for the record.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 23-39 & ZC 23-72 (Cesar Chavez Multi-Family)					
No.	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
#10	If any paleontological resources are encountered during ground disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources, can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources.	During construction	Qualified Paleontologist; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. Contract a qualified paleontologist, if needed. 3. Perform additional investigations and fossil recovery, if needed. 4. Perform significance evaluation and effectuate recommendations, if needed. 5. Provide summary of all relevant activities to the Planning Department for the record.			
#11	Prior to the issuance of building permits, the project will provide proof to the Planning Department that the project scores a minimum of 29 points using the San Joaquin Valley Air Pollution Control District (SJVAPCD) GHG Emission Reduction Best Performance Standard (BPS) Measures for Development Projects.	Prior to building permit issuance	City of Shafter Building Department; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. The applicant/developer shall submit percolation testing results to the Shafter Building Department. 3. Provide summary of all relevant activities to the Planning Department for the record.			

ATTACHMENT B
Figures

Figure 1: Regional Location

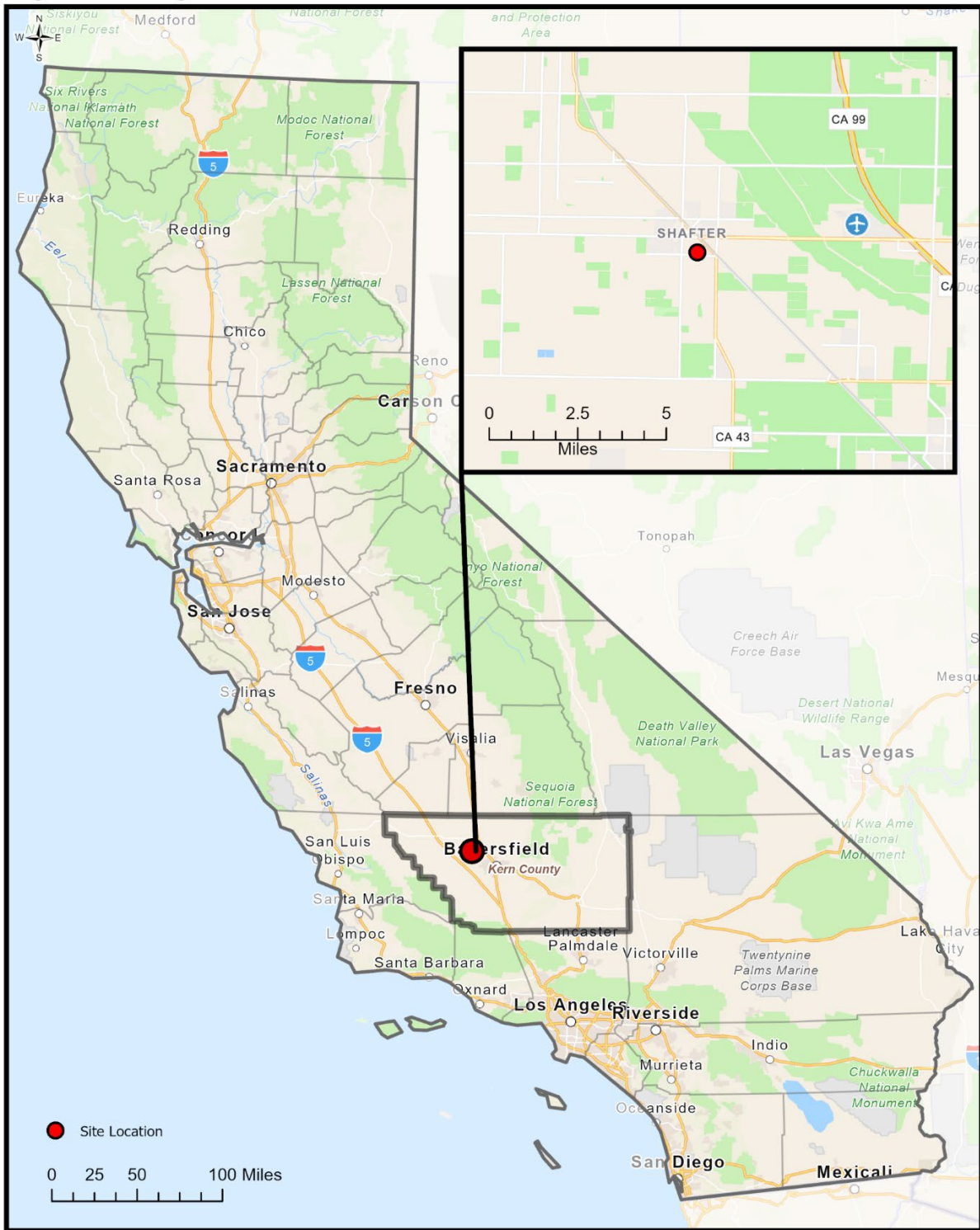


Figure 2: Aerial Overview



Figure 3: General Plan Land Use



Figure 4: Zoning



Figure 5: Site Plan

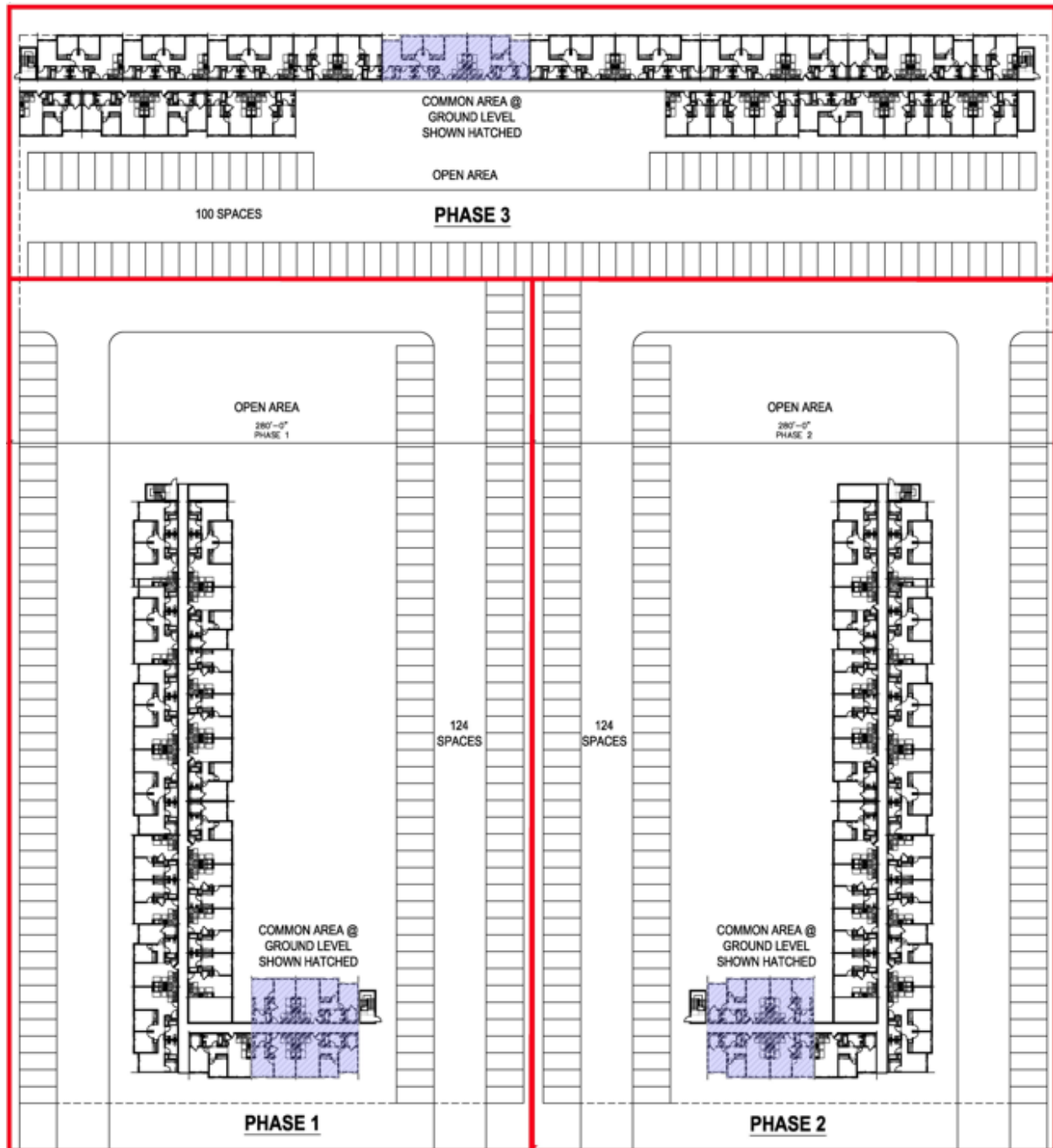


Figure 6: Elevations



ORDINANCE NO. 772

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER APPROVING ZONE CHANGE NO. 23-72.

WHEREAS, the City Council has, at its regularly scheduled meeting on October 7, 2025, and continued to a date certain of October 21, 2025, studied and considered Zone Change No. 23-72, a request to change the zone classification from R-1 (Low Density Residential) to R-3 (Medium High Density Residential) on 8.7 acres (Accessor's Parcel Number 028-180-57) located at the northeast corner of Birch Street and East Los Angeles Avenue as depicted in Exhibit "A", attached hereto and made a part of this ordinance as set forth herein (the "Project"); and

WHEREAS, it was determined that the Project, with mitigation, would not have a significant effect on the environment and therefore, a Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Mitigated Negative Declaration for the Project includes enforceable mitigation described in the Mitigation, Monitoring, and Reporting Program ("MMRP"); and

WHEREAS, the City Council has determined that the provisions of CEQA and the State CEQA Guidelines have been followed; and

WHEREAS, the City of Shafter Planning Department (336 Pacific Avenue, Shafter, California) is the custodian of all documents and other materials upon which the environmental determination is based; and

WHEREAS, adoption of a Mitigated Negative Declaration for the Project has been approved; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the City of Shafter Zoning Map to enhance the quality of life and to protect the health, safety, and welfare of its citizens by applying orderly development in the City; and

WHEREAS, a timely and properly noticed public hearing for proposed Zone Change No. 23-72 was held by the City Council of the City of Shafter at a regular meeting on October 7, 2025, and continued to a date certain of October 21, 2025, at which hearing evidence, oral and documentary, was admitted on behalf of said zone change.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shafter, in a regular session assembled on the 4th day of November, 2025, resolved to approve Zone Change No. 23-72 as illustrated in Exhibit "A".

PASSED AND ADOPTED THIS 4th DAY OF NOVEMBER, 2025.

Chad Givens, Mayor

ATTEST

Yazmina Pallares, City Clerk

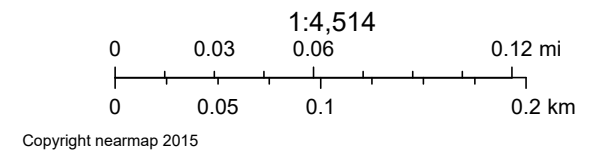
APPROVED AS TO FORM:

Marco A. Martinez, City Attorney

Exhibit A



3/14/2024, 1:30:20 PM



RESOLUTION NO. 3046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER ADOPTING MITIGATED NEGATIVE DECLARATION AND APPROVING GENERAL PLAN AMENDMENT NO. 23-39.

WHEREAS, the City Council has, at its regularly scheduled meeting on October 7, 2025, and continued to a date certain of October 21, 2025, studied and considered General Plan Amendment No. 23-39, a request to amend the general plan designation from LDR (Low Density Residential) to MHDR (Medium High Density Residential) on 8.7 acres (Accessor's Parcel Number 028-180-57) located at the northeast corner of Birch Street and East Los Angeles Avenue as depicted in Exhibit "A", attached hereto and made a part of this resolution as set forth herein (the "Project"); and

WHEREAS, it was determined that the Project, with mitigation, would not have a significant effect on the environment and therefore, a Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Mitigated Negative Declaration for the Project includes enforceable mitigation described in the Mitigation, Monitoring, and Reporting Program ("MMRP"); and

WHEREAS, the City Council has determined that the provisions of CEQA and the State CEQA Guidelines have been followed; and

WHEREAS, the City of Shafter Planning Department (336 Pacific Avenue, Shafter, California) is the custodian of all documents and other materials upon which the environmental determination is based; and

WHEREAS, adoption of a Mitigated Negative Declaration for the Project has been approved; and

WHEREAS, the City Council has determined that the proposal is consistent with the City of Shafter General Plan; and

WHEREAS, a timely and properly noticed public hearing for proposed General Plan Amendment No. 23-39 was held by the City Council of the City of Shafter at a regular meeting on October 7, 2025, and continued to a date certain of October 21, 2025, at which hearing evidence, oral and documentary, was admitted on behalf of said general plan amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shafter, in a regular session assembled on the 21st day of October, 2025, resolved to adopt the Mitigated Negative Declaration for the Project and approve General Plan Amendment No. 23-39 as illustrated in Exhibit "A".

PASSED AND ADOPTED THIS 21st DAY OF OCTOBER, 2025.

Chad Givens, Mayor

ATTEST

Yazmina Pallares, City Clerk

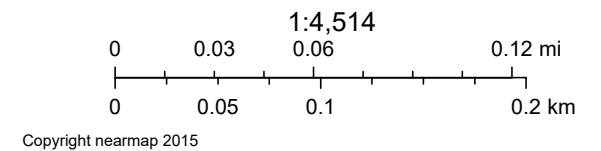
APPROVED AS TO FORM:

Marco A. Martinez, City Attorney

Exhibit A



3/14/2024, 1:30:20 PM





CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: Randy Milligan, Police Chief

SUBJECT: RESIDENT ACCESS TO DATA ON POLICE ACTIVITIES VIA
CITIZEN RIMS COMMUNITY PORTAL

RECOMMENDATION

Council find the item does not require CEQA review, as the action is a demonstration of the Citizen RIMS community portal; receive and file presentation.

BACKGROUND

The Shafter Police Department has utilized Citizen RIMS for several years. The community portal was designed to provide the public access to an array of law enforcement data, from current crime activity, such as recent arrests, stolen vehicles, missing persons and past activity.

The adoption of Citizen RIMS was driven by the Police Department's commitment to transparency and keeping the residents of Shafter informed of crime trends and enforcement efforts in the community.

Residents and business owners will also have the capability to register their home and business security systems with the police department or request property checks while they are away.

Police Department Staff are proud to announce the Citizen Rims platform has been revamped to provide the citizens with more data involving the activity of the police department and services available to our residents.

FISCAL IMPACT

No fiscal impact. The Citizen RIMS upgrade was completed within the Police Department's existing budget, and no additional appropriations are required.

CEQA ANALYSIS

This item does not require discretionary action as it is for informational purposes only. Therefore, it does not trigger CEQA review.

APPROVED BY THE CITY ATTORNEY

Not Applicable

**RESIDENT ACCESS TO DATA ON POLICE ACTIVITIES VIA CITIZEN RIMS COMMUNITY
PORTAL**

ATTACHMENTS

None



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: Randy Milligan, Police Chief

SUBJECT: POLICE MOTOR UNIT PROGRAM APPROVAL AND FUNDING
FOR SAID PROGRAM COSTS

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve purchase of training cost, motor officer uniform, protective equipment, and two (2) BMW police motorcycles with a total estimated cost of \$101,729.06.

BACKGROUND

The Shafter Police Department is actively developing strategies to reduce crime and enhance the quality of life for residents and visitors in the City. The department employs patrol personnel, a dedicated Traffic Control Unit, and soon a Commercial Traffic Unit to enforce traffic laws. Their primary goal is to decrease traffic collisions and the resulting injuries while ensuring the safe and efficient movement of both vehicular and pedestrian traffic. These efforts contribute to safer roadways, fewer fatalities and injuries, and reduced property damage.

Over the years, department staff have observed a significant increase in both vehicular and pedestrian traffic. In response to complaints and to improve traffic safety, Staff have been considering the addition of motor officers to conduct proactive traffic enforcement in problem areas. This approach aims to enhance the effectiveness of traffic safety measures and to supplement patrol efforts, strengthening public safety initiatives when necessary.

Using a motorcycle for traffic enforcement provides an efficient means of administering traffic laws due to its maneuverability, allowing officers to navigate potentially obstructed roadways and various terrains. Motorcycles also facilitate direct contact with the public and serve as a beneficial community relations tool. Motor officers are primarily patrol officers who use motorcycles for transportation and enforcement of traffic laws. In addition to regular patrol duties, the motor officer will engage in general traffic enforcement, targeted enforcement in problem areas experiencing hazardous violations, traffic enforcement during special events, investigation of traffic collisions, and assistance with traffic-related issues in the city.

The Police Department receives numerous requests for directed enforcement from

MANAGEMENT REPORT

POLICE MOTOR UNIT PROGRAM APPROVAL AND FUNDING FOR SAID PROGRAM COSTS

residents, City Staff, and school personnel. Additionally, ongoing traffic rate analysis indicates where the department should focus its enforcement efforts. Many areas in need of enforcement can only be adequately addressed by a police motorcycle due to roadway traffic and other safety-related factors.

Currently, the Police Department does not have a motor officer, and due to increasing traffic safety issues and concerns, Staff recommends the establishment of a Motor Unit. To accomplish this, Staff are requesting funding for the following items:

- POST Motor Officer School for two officers: \$3,753
- Purchase of uniform gear and protective equipment for two officers: \$15,186.80
- Purchase of two 2026 BMW R 1300 RT-P motorcycles and related up-fitting equipment: \$82,789.26

Total Cost \$101,729.06

Staff recommended that the Police Department utilize the BMW motorcycle for the new motor units, as the BMW is a purpose-built vehicle specifically designed for law enforcement. The BMW offers a superior combination of safety, performance, and durability with advanced safety technology and exceptional handling.

Currently, the closest dealership for the 2026 BMW is located in Long Beach and is utilized by surrounding agencies. The Long Beach dealership provides expedited service for motorcycles and offers tow service as needed.

FISCAL IMPACT

If approved, a one-time General Fund budget adjustment of \$101,729.06 will be required to fund the establishment of the Motor Unit. The cost will be fully offset by existing salary savings from vacant positions, and no additional appropriation or ongoing fiscal impact is anticipated.

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 training costs, motor officer uniform, protective equipment, and two (2) BMW police motorcycles. 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. Draft Motor Unit Policy
2. BMW Quote
3. 2024-2025 Training Rates
4. Uniform Quote

POLICE MOTOR UNIT PROGRAM APPROVAL AND FUNDING FOR SAID PROGRAM COSTS

5. Helmet Quote
6. Boot Quote

Motorcycle Assigned to Traffic Enforcement

525.1 PURPOSE AND SCOPE

The motorcycle officer's primary responsibilities are traffic enforcement and other related duties such as handling accident reports and investigations, and participation in traffic education and awareness programs.

It is the objective of the traffic motor section to insure, through enforcement and education, the smooth, safe movement of traffic within the city of Shafter.

525.2 AUTHORIZED OPERATORS

Only those officers who have successfully completed a P.O.S.T. certified motorcycle training course and who possess a valid Class M license, shall be allowed to operate a department-owned police motorcycle. Officers who have been selected to attend motorcycle school, may participate in supervised department training prior to attendance of the P.O.S.T. certified motorcycle training course.

525.2.1 OPERATION OF THE POLICE MOTORCYCLE

- A. Officers shall operate the police motorcycle in accordance with state law and the departmental policies as outlined in this and other departmental general orders.
- B. The police motorcycle is designed for the operator only, and no passengers shall be allowed on the motorcycle.
- C. Officers shall not engage in traffic enforcement on police motorcycles when the weather makes such operation hazardous. During inclement weather, the motor officer will report for duty in the basic police officer uniform and will be assigned a police car.

525.2.2 PURSUITS AND CODE 3 OPERATION

The motorcycle officer may engage in the pursuit of a violator that he/she has attempted to stop, if the situation warrants such action. All emergency equipment shall be activated and the department policy regarding pursuits shall be followed.

The motorcycle officer shall discontinue the pursuit as soon as sufficient marked police unit(s) is/are in a position to safely take it over. The motorcycle officer shall then continue safely to the termination point for purposes of identification and documentation.

The motorcycle officer may respond Code Three to injury accidents when there are no other units in the area to respond and they will use all due caution, taking into account the traffic conditions and the limited visibility of a police motorcycle due to its small size.

525.3 EQUIPMENT

The following equipment shall be worn by the motorcycle officer when operating a police motorcycle:

Shafter Police Department

Shafter PD Policy Manual

Motorcycle Assigned to Traffic Enforcement

- A. The motorcycle officer shall wear his/her department supplied helmet at all times when operating a police motorcycle.
- B. The motorcycle officer shall wear full finger gloves when operating a police motorcycle.
- C. The motorcycle officer shall wear eye protection when operating a police motorcycle. The eye protection lenses may be either clear or tinted for daylight use. They shall be clear for nighttime riding. Eye protection can include full face helmet windshield.
- D. The motorcycle officer shall wear the black motorcycle or duty boots.

525.3.1 EQUIPMENT CHANGES PROHIBITED

No additions, removal or alteration of any equipment shall be made unless it is approved by the chief of police or his designee. Any such modifications shall be completed by those person(s) or businesses authorized by the chief of police or his designee.

(a) Each officer is responsible for the following items of maintenance on their motorcycle.

- 1. Tire inspection, done daily; inspect for undue wear and check for proper air inflation.
- 2. Maintain a safe fluid level in the engine oil reservoir, transmission gear case, and brake fluid reservoir. This inspection is to be done daily, prior to starting the motorcycle.
- 3. Inspection of the chain and sprockets or drive system is to be done once a week to insure they are adequately oiled and in good repair. Lubricate if necessary.
- 4. A daily check for appearance will be done. Cleaning of the police motorcycle is the responsibility of the operator.

BMW RT-P Motor Pricing Form

(2026 Model Year)



Color	Option Code	
1 Night Black & Alpine White III	753	
0 Night Black	716	
0 Alpine White III (special order)	751	
0 Black Blue (special order +60 days) \$119.60	999	(see below)
0 Saphir Blue (special order + 60 days) \$119.60	999	(see below)
0 Violet Blue (special order +60 days)	756	
0 Glacier Silver Metallic (special order)	N99	

Revised: August 4, 2025

Quotation:

City of Shafter

Option Code

Retail Price

Motorcycle

\$24,265.26

Factory Special-Order Options - Plan 90-120 Days for Delivery

0 Headlight Pro (includes 134)	219	\$560.23	\$0.00
0 Gear Shift Assist Pro	222	\$304.55	\$0.00
0 GPS Prep	272	\$179.55	\$0.00
0 Chrome Exhaust (Includes 340)	19F	\$229.55	\$0.00
0 Dark Chrome Exhaust (Includes 34A)	19J	\$359.09	\$0.00
1 Additional LED Headlights (driving lights)	562	\$470.45	\$470.45
0 High Seat Black	77E	\$0.00	\$0.00
0 Low Seat Black	77D	\$0.00	\$0.00
1 Dynamic Package	235	\$2,114.77	\$2,114.77
0 Dynamic Package with Auto Shift 22A	235	\$3,055.68	\$0.00
1 Rider Assistant Safety Package	5AS	\$825.00	\$825.00
0 Black Blue	999	\$119.60	\$0.00
0 Sapphire Blue	999	\$119.60	\$0.00

The Features Below Denote Standard Order Deck

US Authority Package	\$339.77
BMW Electronic Siren	\$1,220.45

Weather Protection, Tire Pressure Monitors, Heated Seat, Cruise Control

Additional Labor Operations Provided by Dealer

No radio install	\$0.00
Shipping	\$350.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Doc. Fee	\$85.00
CVR Fee	\$34.00
Tire Fee	\$3.50
	\$0.00
	\$0.00
	\$0.00

Units	Quotation valid for 60 days	Total Price - Page 1	\$29,708.22
1	from date noted below.	Total Price - Page 2	\$454.69
		Total Price - Page 3	\$754.54
		Parts From Other Suppliers - Page 4	\$6,460.48

Date of Quote: 8/21/2025

Long Beach BMW Motorcycles
2125 E. Spring St. Long Beach, CA. 90806

Dealer Basic Assembly / Preparation	\$526.00
Motorcycle Freight	\$695.00
Total Retail Price per Unit with Options	\$38,598.93
State Sales Tax (if applicable)	\$2,795.70
Total Retail Price per Unit with Options	\$41,394.63

7.25%

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

BMW RT-P Motor Pricing Form - Page 2

See Special Notation Comment



Quotation for:
City of Shafter

Per	Dealer Installed Options / Retrofits	BMW P/N	Order #	Retail	Total Retail
0	Shift Assistant Pro (hardware)	23 00 1 543 107	0	\$95.73	\$0.00
0	Screw Torx drive (order two)	07 12 9 904 977	0	\$2.46	\$0.00
0	Enabling Code	77 15 8 395 839	0	\$45.00	\$0.00
0	LED Additional Headlight (order 2)	63 17 9 898 785	0	\$183.65	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 398	0	\$3.36	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 377	0	\$9.36	\$0.00
0	Hex Nut With Plate (order 2)	07 11 9 905 544	0	\$1.11	\$0.00
0	Bracket, Left (order 1)	77 51 5 A89 145	0	\$95.02	\$0.00
0	Bracket, Right (order 1)	77 51 5 A89 146	0	\$95.02	\$0.00
1	Extra Ignition Key - Keyless Fob Transmitter	66 12 5 A94 F18	1	\$454.69	\$454.69
0	Heated Seat - Low TBD	52 53 5 A78 7B8	0	\$740.82	\$0.00
0	Heated Seat - High TBD	52 53 5 A78 7C0	0	\$740.82	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
0	BMW Battery Charger	61 43 2 408 594	0	\$134.24	\$0.00
0	Motorcycle Charging Plug	61 43 2 411 680	0	\$22.64	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories - Page 3

Qty	Item Description	BMW P/N	Order #	Retail	Total Retail
Per	Additional Accessories				
Engine Protection					
1	Rocker Cover Protection Left Side (order 1)	77 14 5 A6E 645	1	\$68.33	\$68.33
1	Rocker Cover Protection Right Side (order 1)	78 14 5 A6E 646	1	\$68.33	\$68.33
4	Body Screw W/O collar (order 4)	46 63 8 568 780	4	\$5.80	\$23.20
4	Body Screw W/collar (order 4)	46 63 8 550 994	4	\$7.74	\$30.96
4	Grommet (order 4)	11 84 5 B38 938	4	\$4.06	\$16.24
1	Bush (order 1)	11 84 8 544 832	1	\$7.06	\$7.06
1	Large Skid Plate (order 1)	11 84 7 914 425	1	\$342.42	\$342.42
2	Fillister Head Screws (order 2)	07 12 9 907 402	2	\$3.08	\$6.16
1	Engine Guard Holder (order 1)	11 84 8 829 202	1	\$27.18	\$27.18
1	Skid Plate Holder Front (order 1)	11 84 5 A64 A34	1	\$40.68	\$40.68
1	Skid Plate Holder Rear (order 1)	12 84 5 A64 A35	1	\$40.68	\$40.68
4	Fillister Head Screw (order 4)	07 12 9 907 383	4	\$3.60	\$14.40
2	Spacer Bush (order 2)	11 84 5 A6A 026	2	\$4.80	\$9.60
4	Clip Nut (order 4)	07 14 7 693 887	4	\$3.61	\$14.45
4	Grommet (order 4)	13 53 1 341 283	4	\$4.15	\$16.61
4	Bush (order 4)	11 84 8 544 832	4	\$7.06	\$28.24
Adjustable Footrest System					
0	Rider Foot Peg Left	46 71 5 A73 D11	0	\$75.20	\$0.00
0	Rider Foot Peg Right	47 71 5 A73 D12	0	\$75.20	\$0.00
0	Footbrake Lever, adjustable	77 23 5 A73 F61	0	\$219.20	\$0.00
0	Gearshift Lever, adjustable	77 25 5 A73 C87	0	\$219.20	\$0.00
0	Pin (order 2)	46 717 675 691	0	\$18.21	\$0.00
0	Circlip (order 2)	07 11 9 909 941	0	\$2.76	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

[illegible]

Estimate

Date: 08/21/2025 09:11:40 PM

Estimate Name: City of Shafter 25

From: FMS Accessories.com

SKU	Image	Product(s)	Price	Qty.	Total
FMSA-GHTSS		LTI TruSpeed S Lidar Choice: RH 2015+ RT-P	\$299.00	1	\$299.00
		New FMS BT Audio Amplifier	\$120.00	1	\$120.00
FMSA-EA-LPIDS		License Plate ID Light Set	\$59.00	1	\$59.00
FMSA-MT-LPMT		License Plate Mounting Set	\$10.90	1	\$10.90
FMSA-MT-RMB		Rifle Mounting Bracket Choice: 2026+ R 1300 RT-P RH Only	\$79.00	1	\$79.00
FMSA-GL-ARM		AR Rifle Mount Choice: Standard Lower Support / Std. Muzzle Cup / Sight Shield	\$767.00	1	\$767.00
FMSA-MT-CPM7		KA3 FMS Cell Phone 1" Ball Mount w/Bolts	\$19.00	1	\$19.00
FMSA-LPM		BMW Laptop Pivot Mount w/Optional Printer Enclosure	\$235.00	1	\$235.00
FMSA-MT-SSE		Side Stand Extension	\$36.00	1	\$36.00
FMSA-KA3-SBIC		KA3 Saddlebag Inner Cover - Lid Storage	\$59.00	1	\$59.00
FMSA-KA3-TOB		KA3 Tip-Over Blocks	\$29.00	1	\$29.00
Total Amount : \$1712.90					

**MOTORCYCLE TRAINING RATES
2024-2025 FISCAL YEAR
CHP FEDERAL TAX ID NO.: 94-2257827**

**MOTORCYCLE ENFORCEMENT
TRAINING PROGRAM (METP)**

11 days / 84 hours
(POST 32550)

RESIDENCE:	ROOM:	\$25.00/DAY
	MEALS:	\$21.00/DAY*
	TOTAL:	\$46.00/DAY
	11 DAYS:	\$506.00
INSTRUCTION:		\$70.38/DAY
	10 DAYS	\$703.80
TOTAL COST:		<u>\$1,209.80</u>

CERTIFIED MOTORCYCLE TRAINING

OFFICER (CMTO)

3 days / 24 hours
(POST 32560)

RESIDENCE:	ROOM:	\$25.00/DAY
	MEALS:	\$21.00/DAY*
	TOTAL:	\$46.00/DAY
	3 DAYS:	\$138.00
INSTRUCTION:		\$87.34/DAY
	3 DAYS:	\$262.02
TOTAL COST:		<u>\$400.02</u>

**MOTORCYCLE OFFICER UPDATE
TRAINING (MOUTC)**

2 days / 16 hours
(POST 32575)

RESIDENCE:	ROOM:	\$25.00/DAY
	MEALS:	\$21.00/DAY*
	TOTAL:	\$46.00/DAY
	2 DAYS:	\$92.00
INSTRUCTION:		\$101.10/DAY
	2 DAYS:	\$202.20
TOTAL COST:		<u>\$294.20</u>

**CERTIFIED MOTORCYCLE TRAINING
OFFICER REFRESHER (CMTOR)**

2 days / 16 hours
(POST 32554)

RESIDENCE:	ROOM:	\$25.00/DAY
	MEALS:	\$21.00/DAY*
	TOTAL:	\$46.00/DAY
	2 DAYS:	\$92.00
INSTRUCTION:		\$87.34/DAY
	2 DAYS:	\$174.68
TOTAL COST:		<u>\$266.68</u>

**Plan IV – POST reimbursement for
travel and per diem**

N/A – no POST reimbursement

* \$7.00 per meal

Stretch Trousers

\$699.00

A Next-Level Upgrade from Standard Duty Pants

Designed to look like traditional duty pants but engineered to outperform them in every way.

Key Features:

- **Exceptional Strength:**
Constructed from material that is **5 times stronger than leather** for unmatched abrasion resistance.
- **Advanced Impact Protection:**
Equipped with *Tri-Armor* that provides full coverage for the knees, shins, and a complete wrap around the thighs—**offering more protection than any other motorcycle pant**. The armor conforms to your body within 40 minutes for a custom fit.
- **All-Weather Performance:**
Breathes better than jeans in hot weather and performs exceptionally well in the cold. The fabric is water-resistant and dries quickly—**typically within minutes** after rain stops. On bikes without windshields, water penetration begins only after about **30 minutes of rain**.
- **American-Made Quality:**
Proudly **manufactured in-house in the USA** by Motoport.
- **Custom Fit Guarantee:**
Tailored to fit exactly like your best-fitting jeans—**regardless of size**. If your weight changes, we offer alteration services to maintain the perfect fit.
- **Hassle-Free Care:**
Fully **machine washable**. The pants will never shrink or stretch out of shape.
- **Comfort Lining:**
Lined with *Hydrophilic Nylon Mesh* for superior comfort and effortless dressing and undressing.

Motor Duty Shirt

\$425.00

Motor Duty Shirt

The First Traditional-Looking Police Shirt Engineered for Protection and Hot Weather Comfort

Designed specifically for law enforcement professionals, the Motoport Motor Duty Shirt offers the classic appearance of a traditional uniform shirt—combined with advanced features for comfort, durability, and safety.

Why Officers Are Making the Switch

Traditional duty shirts often fall short when it comes to functionality. They provide no crash protection, little durability, and zero sun defense—a growing concern as long-term sun exposure contributes to increased rates of skin cancer among officers wearing short sleeves.

In response, Motoport developed the Motor Duty Long Sleeve Shirt—a superior solution for today's demanding law enforcement environment.

Key Features & Benefits:

- **Advanced Fabric Technology:**
Built with NanoSphere® and 3XDry® the most effective materials for heat management on the market.
- **All-Weather Comfort:**
Performs better in high heat than any traditional shirt; long sleeves offer UV protection while staying cooler than short-sleeve options.
- **Integrated Armor:**
Optional impact protection for elbows, forearms, and shoulders—ideal for high-risk situations like foot pursuits or crashes.
- **Exceptional Durability:**
Outlasts traditional duty shirts by 2 to 3 times, with stronger seam and tear resistance.
- **Fade & Sweat Resistant:**
Maintains a professional appearance—no fading, even after prolonged sun exposure, and no visible sweat in extreme heat.

- **Easy Care:**
Fully machine washable, armor included. Quick to hang dry, water-repellent, and stain-resistant.
- **Custom Fit:**
Tailored to your measurements for maximum comfort and function.
- **Proudly Made in the USA**



Shipping

	Product	Price	Quantity	Subtotal
x	 Stretch Trousers	\$699.00	6	\$4,194.00
x	 Motor Duty Shirt	\$425.00	6	\$2,550.00

Coupon code

Apply coupon

Update cart



Cart totals

Subtotal \$6,744.00

Total **\$6,744.00**

Proceed to checkout

800-777-6499
Motoportusa1@gmail.com



Phone *

Email address *

☐ Create an account?

Additional information

Order notes (optional)

Notes about your order, e.g. special notes for delivery.



Your order

Product	Subtotal
Stretch Trousers × 6	\$4,194.00
Motor Duty Shirt × 6	\$2,550.00
Subtotal	\$6,744.00
Total	\$6,744.00



Credit Card



Pay with your credit card.

Card Holder *

📞 800-777-6499
✉ Motoportusa1@gmail.com



Showroom open by appointment only!

1223 Pacific Oaks Place

Suite #103

Escondido, CA 92029

800-777-6499

Motoportusa1@gmail.com

The Best In The World

How can we make this claim? We manufacture great looking gear that has the best armor for impact protection, covering more of the body than any other motorcycle apparel. No other company can match the tear/abrasion and seam strength of our apparel. Our apparel will take you from -20f to 120f. and is 100%

Waterproof/Windproof/Breathable. No need to have different gear for different weather. We can fix, alter and custom size no matter how big or small the rider can be. Motoport has the Best Guarantee [READ MORE](#)



© Motoport





Shafter Police Department - 2 LS2 Carbon X - with communications

Shafter Police Department
201 Central Valley Hwy
Shafter, CA 93263

James York
jyork@shafter.com
6617468500

Reference: 20250819-143532121
Quote created: August 19, 2025
Quote expires: October 18, 2025
Quote created by: Andrew Coukos

andrew@superseer.com
+13036746663

Products & Services

Quantity	Item & Description	Unit Price	Total
2	S1651CF-LS2-4CF1 Seer Modular Helmet – LS2 Advant X Carbon Fiber Helmet – High Gloss White with Carbon Fiber Pattern High Trim – Sun Shield Inner Lens – Adjustable Clear and Dark Smoke Outer Lens – Micro Metric Quick Release – Air Channeling System – Removable, Washable Interior w/ Anti-Bacterial, Anti-Microbial Fabric – Pin Lock Anti-Fog Lens Included Please Specify Size When Placing Order	\$640.00	\$1,280.00
2	KE-21S Setcom Helmet Kit – Snap-on – Dual Speaker with Flexboom Noise Cancelling Microphone installed onto helmet harness at no charge	\$421.00	\$842.00

Quantity	Item & Description	Unit Price	Total
2	SBTE-MZ4 Setcom MOCS II SpeakerMic PO Wireless Bluetooth Transceiver, Cellphone and PA integration Auto Speaker Mute Auto Microphone Mute Weather Resistant Mic Enclosure Powered by Portable Radio Portable Radio Only Configuration Custom Molded Enclosure For Use With KE Series Helmet Kits with Cell Phone button	\$1,275.00	\$2,550.00
2	MBT-B BMW Setcom MOCS II MOCS II PO Wireless Base Kit for BMW Motorcycles, PTT and PA Transceiver	\$691.00	\$1,382.00
One-time subtotal			\$6,054.00
Freight			\$88.80
			\$6,142.80

Purchase term

Terms: NET 30 DAYS

Delivery: 4-6 WEEKS ARO

FOB: EVERGREEN

Freight: PRE-PAID & ADDED TO INVOICE

Questions? Contact me



Andrew Coukos

andrew@superseer.com

+13036746663

SUPER SEER CORPORATION

PO BOX 700

EVERGREEN, CO 80437

United States

[CLICK HERE](#) for **CLEARANCE SALE: FIRE & POLICE BOOTS + FREE SHIPPING ON ORDERS \$100 +**



MOTORCYCLE BOOT (LACES)

★★★★☆ 11 reviews

\$575.00

SIZE	SOLE	ZIPPER	QUANTITY
5	Vibram Lug	With Zipper	- 2 +

ADD TO CART

DESCRIPTION: 5-5.5 ounce military grade corrected grain leather motorcycle boots.4-4.5 ounce vegetable tanned leather lined leg, Vibram Soles, available in lug, Flat or P276 Polyurathane/Rubber combination . Available in Buckle or lace top. Removable polyurethane footbed adds comfort. For custom boots, please print out the sizing chart and follow directions. Please ask some one else to draw the outline of your feet and do the measurement

CUSTOMIZATION: If you need a custom size or fit, please call us. We offer sizes 3.5 to 15. Widths A to EEEE. We do not list all options below.

SOLE OPTIONS: VIBRAM LUG , FLAT OR P276

CLOSURE OPTIONS: Lace Top or Buckle Top

QUESTIONS? Call (818) 767-5152 or fill out our email info@allamericanboot.com

MADE TO ORDER: We custom make your pair so you get the perfect fit.

MEASURING INSTRUCTIONS: Please measure carefully and accurately, unfortunately we cannot be held responsible for customer measuring errors. See measuring instructions for more information or give us a call.

SHIPS IN:10-12weeks

FREE SHIPPING: We offer free domestic shipping & returns. Low cost international

Share  

Customer Reviews



CLICK HERE for CLEARANCE SALE: FIRE & POLICE BOOTS + FREE SHIPPING ON ORDERS
\$100 +

SHOPPING CART



Motorcycle Boot (Laces)

5 / Vibram Lug / With Zipper

Remove

QUANTITY

- 2 +

\$1,150.00

SPECIAL INSTRUCTIONS FOR SELLER

\$1,150.00

Shipping & taxes calculated at checkout

CHECK OUT

HOW CAN WE HELP?

CONTACT US

SHIPPING & PAYMENT INFO

All American Boot



shop **Pay**

jyork@shafter.com

Ship to

James York, 201 Central Valley Hwy, Shafter CA 93263, US

Shipping method

FREE SHIPPING

FREE

Payment option



Pay now
Pay the entire amount today



Pay in monthly installments
You'll choose your plan on another step

Payment method



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Sign me up for news and offers from this store

Pay now

Check out as guest

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CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: October 21, 2025

DEPARTMENT: David Franz, Community Services Director

SUBJECT: CHESS GARDEN PROJECT CHANGE OF FUNDING SOURCE

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve a budget amendment in the amount of \$250,000 from General Fund Reserves to add the Shafter Library & Learning Center Chess Garden Project to the Capital Improvement Plan and Direct staff to proceed with advertising the project for public bid in accordance with the City of Shafter procurement policies.

BACKGROUND

On June 3, 2025, Council approved final construction documents and authorized a Chess Garden project to proceed to bidding, pending Community Development Block Grant (CDBG) funding administered through Kern County.

Chess Garden will convert an underutilized space on the southeast side of the Shafter Library into a functional outdoor gathering area, including chess tables with integrated boards, benches, landscaping, decorative fencing, and a gate entrance. Design was completed by Wynn-Smith Landscape Architecture.

While the City executed an agreement with Kern County to utilize CDBG funding, staff has since encountered significant and repeated challenges with the County's grant administration. County administration of grant funds has made timely progress on this project unfeasible.

To avoid further delays, staff recommends proceeding with this project using local funding. This would make the project subject to the City of Shafter's own procurement guidelines, significantly expediting the process.

FISCAL IMPACT

The Chess Garden Project was initially planned to be funded through Community Development Block Grant (CDBG) allocations administered by Kern County. Due to ongoing administrative delays that have made timely execution impractical, staff recommends proceeding with local funding.

This action will reallocate \$250,000 from General Fund Reserves to establish the project within the Capital Improvement Plan. The transfer will provide full project

MANAGEMENT REPORT

CHESS GARDEN PROJECT CHANGE OF FUNDING SOURCE

funding under the City's own procurement and contracting procedures, ensuring faster delivery and improved oversight.

While this adjustment reduces available General Fund reserves, the impact is one-time and limited, and the overall reserve balance remains above the City's policy threshold. No additional operating costs are anticipated beyond existing maintenance responsibilities, which will be absorbed by the Community Services Department.

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 change of funding source for a project that has already been environmentally cleared 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

ATTACHMENTS

1. CONSTRUCTION AND BID DOCUMENTS - Shafter Library and Learning Center Chess Garden



CONSTRUCTION AND BID DOCUMENTS
SHAFTER LIBRARY AND LEARNING CENTER
CHESS GARDEN PROJECT
[LC2]

- BID OPENING -

Friday, November 14, 2025 at 11:00 AM
CITY OF SHAFTER PUBLIC WORKS DEPARTMENT
720 COMMERCE WAY
SHAFTER, CA 93263

- PRE-BID CONFERENCE -

Tuesday, November 4, 2025 at 10:00 AM
CITY OF SHAFTER CITY HALL
336 PACIFIC AVE
SHAFTER, CA 93263

Prepared By:
City of Shafter
Engineering Division

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Shafter ("City") invites and will receive sealed Bids up to but not later than **11:00 AM on FRIDAY, NOVEMBER 14, 2025** at the office of the Office of the City Engineer, located at 720 Commerce Way, Shafter, California 93263, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **SHAFTER LIBRARY AND LEARNING CENTER CHESS GARDEN PROJECT [LC2]** (the "Project"). At said time, Bids will be publicly opened and read aloud at the Engineering Counter. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

Bids must be submitted on the City's Bid Forms. Bidders may obtain a copy of the Contract Documents from City of Shafter Engineering & Public Works Department at 720 Commerce Way, Shafter, CA 93263. First set of plans and specification 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). 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 at no charge to the contractor plan room.

Bidders may also obtain a copy of the Contract Documents from the City of Shafter website (www.shafter.com): City Departments → Engineering Department → Construction Contract, Requests for Proposals (RFP) → Current Construction Projects out for Bid.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on www.shafter.com. It is the responsibility of each prospective bidder to check www.shafter.com on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on www.shafter.com may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by www.shafter.com.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Shafter as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A Non-Mandatory Pre-Bid Conference is scheduled for **10:00 AM on TUESDAY, NOVEMBER 4, 2025** to review the Project's existing conditions at Shafter City Hall, 336 Pacific Avenue, Shafter, CA 93263. Representatives of the City and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing and shall be sent to all Bidders present at the Pre-Bid Conference.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

If the total compensation under the Contract will exceed \$25,000 and pursuant to Labor Code Section 1773, the City will obtain the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Kern County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/.

In addition, a copy of the prevailing rate of per diem wages will be made available at the City's Engineering and Public Works Department upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the total compensation under the Contract will exceed \$25,000 and pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted, nor any Contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **CLASS A**

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the BASE BID ALONE. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact David Franz, Community Services Director @ dfranz@shafterca.gov or (661) 746-5042.

END OF NOTICE INVITING BIDS

INSTRUCTION TO BIDDERS

1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated OR the website as specified in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

Addenda, if any, issued during the bid period will be sent only to those contractors who have obtained documents from the City and will be posted on www.shafter.com. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the City.

4. PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference is scheduled for 10:00 AM on Tuesday, November 4, 2025 to review the Project's existing conditions at the City Hall Council Chambers located at 336 Pacific Ave., Shafter, CA 93263. Representatives of the City and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing and

shall be sent to all Bidders present at the Pre-Bid Conference.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Office of the City Engineer to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED.** Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor

in accordance with Public Contract Code Section 4104.

10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Shafter; or (c) a Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Shafter as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

13. NON-COLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of non-collusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of

Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

15. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

16. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

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

The form of such Workers' Compensation Certificate is included as part of this document.

17. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

18. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the City before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of (Bidder's Name)
for the Shafter Library and Learning Center
Chess Garden Project
[LC2]**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

19. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- The name and business location of the bidder.
- The nature and amount of the bid security furnished by bidder.
- The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

20. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 et seq., or as otherwise may be allowed with the consent of the City.

21. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. PREVAILING WAGES

If the total compensation under the Contract will exceed \$25,000, the City will obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Engineering and Public Works Department of the City upon request or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

28. PERMIT AND INSPECTION FEE ALLOWANCE

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.

29. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation being protested;
- Specify in detail the grounds for protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the City Engineer, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The City Engineer will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

30. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price. If the project includes bid alternates, award will still be based on the Total Bid Price.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

31. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

32. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

33. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to the Deputy Public Works Director – Capital Projects, Alex Gonzalez, at (661) 746-5004, or email at agonzalez@shafter.com. No other members of the City's staff or governing body should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the

City. The City may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

34. CARB CONTRACTING REQUIREMENTS

- A. The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

END OF INSTRUCTION TO BIDDERS

BID FORMS

BID FORM

Bids will be received at the City of Shafter Public Works Department, 720 Commerce Way, Shafter, California 93263, until **11:00 AM** on **FRIDAY, NOVEMBER 14, 2025**.

NAME OF BIDDER: _____

City of Shafter
720 Commerce Way
Shafter, California 93263

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

**Shafter Library and Learning Center
Chess Garden Project
[LC2]**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. _____

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Non-Collusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.
8. Attached is the completed Fleet Compliance Certification form.

BID SCHEDULE

A. PLANTINGS					
ITEM	DESCRIPTION	QTY	UNITS	UNIT COST	ITEM COST
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		
A5	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	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		
SUBTOTAL A:					

B. SURFACING					
ITEM	DESCRIPTION	QTY	UNITS	UNIT COST	ITEM COST
B1	DECOMPOSED GRANITE (GOLD DUST)	1206	SF		
B2	SYNTHETIC TURF	379	SF		
B3	4" THICK CONCRETE PAVING	56	SF		
SUBTOTAL B:					

C. WALLS & FENCING					
ITEM	DESCRIPTION	QTY	UNITS	UNIT COST	ITEM COST
C1	4' STUCCO SERPENTINE WALL	83	LF		
C2	8' STUCCO WALL	53	LF		
C3	5' WOOD FENCE	74	LF		
C4	8' DOUBLE SWING WOOD GATE	1	EA		
C5	5' WOOD ENTRY GATE	1	EA		
SUBTOTAL C:					

D. LANDSCAPING AND FACILITIES					
ITEM	DESCRIPTION	QTY	UNITS	UNIT COST	ITEM COST
D1	ALUMINUM EDGING	493	LF		
D2	GATE TRELLIS	1	EA		
D3	CONCRETE MOW CURB	42	LF		
D4	FREE STANDING DOOR	1	EA		
D5	MIRROR WALL	1	EA		
D6	MAINTENANCE GATE CHAIN LINK 8'X30"	1	EA		
D7	IRON VALLEY TRASH RECEPTACLE	1	EA		
D8	CHESS PIECE STORAGE SHELVES	1	EA		
D9	CONCRETE REMOVAL (DEMOLITION)	221	SF		
D10	MOW CURB REMOVAL	1	LS		
D11	FENCE REMOVAL	1	LS		
D12	DINING CHAIR - POLYWOOD	3	EA		
D13	RIVERSTONE BENCH	4	EA		
D14	ADIRONDACK CHAIR	2	EA		
D15	18" ROUND SIDE TABLE	3	EA		
D16	RIVIERA LOUNGE CHAIR	2	EA		
D17	ADULT CHESS TABLE	2	EA		
D18	KIDS CHESS TABLE	1	EA		
D19	ADULT STOOL	2	EA		
D20	KIDS STOOL	2	EA		
D21	18X18 FT UMBRELLA W/POST	1	EA		
D22	ILLUSION MIRROR	1	EA		
D23	IRRIGATION SYSTEM	1	LS		
SUBTOTAL D:					

E. FULL PROJECT ITEMS					
ITEM	DESCRIPTION	QTY	UNITS	UNIT COST	ITEM COST
E1	MOBILIZATION	1	LS		
E2	CONSTRUCTION SURVEYING	1	LS		
SUBTOTAL E:					
TOTAL BID PRICE (A+B+C+D+E):					

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price. For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City's sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

AB. ALTERNATE BID ITEMS					
ITEM	DESCRIPTION	QTY	UNITS	UNIT COST	ITEM COST

--	--	--	--	--	--

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Kern County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to City of Shafter as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the City of Shafter.

Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the City, the City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at _____, on this _____ day of _____.

(Bidders Name – Print or Type)

(Name and Title)

(Corporate Seal)

(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name: _____ Title: _____

Complete Address: _____

Phone: _____ Fax: _____

Name: _____ Title: _____

Complete Address: _____

Phone: _____ Fax: _____

Name: _____ Title: _____

Complete Address: _____

Phone: _____ Fax: _____

Name: _____ Title: _____

Complete Address: _____

Phone: _____ Fax: _____

BID BOND

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Shafter, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for **Shafter Library and Learning Center Chess Garden Project [LC2]**.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 ____, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By

Title

(Corporate Seal)

Surety

By

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title

Notary Acknowledgment

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

State of California

County of _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

- ☐ Title(s)
☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

State of California

County of _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT_____
Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

(CONTINUED ON NEXT PAGE)

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

BIDDER INFORMATION AND EXPERIENCE FORM

INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

Name of Bidder: _____

Type, if Entity: _____

Bidder Address: _____

Facsimile Number

Telephone Number

Email Address

How many years has Bidder's organization been in business as a Contractor?

How many years has Bidder's organization been in business under its present name?

Under what other or former names has Bidder's organization operated?

If Bidder's organization is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice-President's Name(s): _____

Secretary's Name: _____

Treasurer's Name: _____

If an individual or a partnership, answer the following:

Date of Organization: _____

Name and address of all partners (state whether general or limited partnership):

If other than a corporation or partnership, describe organization and name principals:

List other states in which Bidder's organization is legally qualified to do business.

What type of work does the Bidder normally perform with its own forces?

Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another

organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

List Trade References:

List Bank References (Bank and Branch Address):

Name of Bonding Company and Name and Address of Agent:

LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

List each person's job title, name and percent of time to be allocated to this project:

Summarize each person's specialized education:

List each person's years of construction experience relevant to the project:

Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Changes Occurring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____
of _____, the party making the foregoing Bid.

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].

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

IRAN CONTRACTING ACT CERTIFICATION.

(Public Contract Code section 2200 et seq.)

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

- ☐ The Contractor is not:
- A. identified on the current list of person and entities engaged 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
 - B. a financial instruction 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.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City 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 does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

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.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

- A. Bidder shall maintain a current DIR registration for the duration of the project.
- B. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- C. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION.

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

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder:

Signature:

Name:

Title:

Date:

Additional Comments:

CONTRACT AND BOND FORMS

CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Shafter, sometimes hereinafter called "City," and _____, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified below in COMPONENT PARTS OF THE CONTRACT, for the following Project:

**Shafter Library and Learning Center
Chess Garden Project
[LC2]**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **ONE HUNDRED TWENTY (120)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$_____). Payment shall be made as set forth in the General Conditions.

LIQUIDATED DAMAGES.

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in the Special Conditions, Section 11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents.

COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond

Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF SHAFTER

Contractor Name

By: _____
Lance Lippincott
City Manager

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Yazmina Pallares
City Clerk

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

Notary Acknowledgment

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

State of California

County of _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT_____
Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Shafter, (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Shafter Library and Learning Center Chess Garden Project [LC2]**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract

Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

3. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

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

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

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

State of California

County of _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
☐ Partner(s) ☐ Limited
 ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT_____
Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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State of California

County of _____

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appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT_____
Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Shafter (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Shafter Library and Learning Center Chess Garden Project [LC2]** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the 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 Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension

of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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

State of California

County of _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT_____
Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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State of California

County of _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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- ☐ Individual
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- _____
Title(s)
☐ Partner(s) ☐ Limited
 ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT_____
Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

GENERAL CONDITIONS

1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- A. Act of God -- An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
- B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the City's Representative determines that it is not covered by the Contract.
- D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- F. Bidder -- The individual or entity who submits a Bid directly to the City.
- G. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- H. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal ("COP"), or Request for Change ("RFC").
- I. City -- The City of Shafter.
- J. City's Representative -- The individual or entity as identified in the Special Conditions to act as the City's Representative.
- K. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- L. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.
- M. Contract Documents -- The documents listed in the article entitled "CONTRACT DOCUMENTS" located in the General Conditions. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- N. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents and including all applicable taxes and costs.
- O. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.

- P. Contractor -- The individual or entity with which the City has contracted for performance of the Work.
- Q. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in the article entitled "PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION" located in the General Conditions and shall not be changed without prior written consent of the City.
- R. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.
- S. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- T. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- U. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.
- V. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- W. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- X. Engineer, whenever not qualified, shall mean the [**INSERT TITLE**] of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the City, shall be binding and final upon both parties.
- Y. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in the Special Conditions, or any succeeding entity designated by the City.
- Z. Green Book -- The current edition of the Standard Specifications for Public Works Construction.
- AA. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.
- BB. Holiday -- The Holidays occur on:
1. New Year's Day - January 1
 2. President's Day -- Third Monday in February
 3. Memorial Day - Last Monday in May
 4. Independence Day - July 4
 5. Labor Day - First Monday in September
 6. Veteran's Day - November 11
 7. Thanksgiving Day - Fourth Thursday in November
 8. Friday after Thanksgiving

9. Christmas Eve – December 24
 10. Christmas Day - December 25
 11. Day After Christmas – December 26
 12. New Year's Eve – December 31
 13. If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.
- CC. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.
- DD. Notice of Completion -- The form which may be executed by the City and recorded by the county where the Project is located constituting final acceptance of the Project.
- EE. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.
- FF. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- GG. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- HH. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- II. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- JJ. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- KK. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- LL. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.
- MM. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- NN. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.
- OO. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- PP. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- QQ. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.

RR. Warranty -- A written guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

SS. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. CONTRACT DOCUMENTS

A. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all A. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. Interpretations. The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders
2. Addenda
3. Special Conditions
4. Technical Specifications
5. Plans (Contract Drawings)
6. Contract
7. General Conditions
8. Instructions to Bidders
9. Notice Inviting Bids
10. Contractor's Bid Forms
11. Standard Specifications for Public Works Construction (Sections 1-9 Excluded)
12. Applicable Local Agency Standards and Specifications
13. Standard Drawings
14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over Standard Drawings
 5. Contract Drawings govern over Shop Drawings
- C. Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.

- D. Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

- A. Before any Work at the site is started, a conference attended by the City, Contractor, City's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

- A. Contractor will be furnished, free of charge, five (5) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.
- B. Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

- A. Examination of Contract Documents. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

6. MOBILIZATION

- A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.
- B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full

compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.
2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.
3. Installing temporary construction power, wiring, and lighting facilities, as applicable.
4. Establishing fire protection system, as applicable.
5. Developing and installing a construction water supply, if applicable.
6. ~~Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.~~
7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
9. Arranging for and erection of Contractor's work and storage yard.
10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
11. Full-time presence of Contractor's superintendent at the job site as required herein.
12. Submittal of Construction Schedule as required by the Contract Documents.

7. EXISTENCE OF UTILITIES AT THE WORK SITE

- A. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the City shall assume the responsibility for their timely removal, relocation, or protection.

- E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at www.digalert.org at least two working days prior to commencing any excavation if the excavation will be performed 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 City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

8. SOILS INVESTIGATIONS

- A. Reports and Drawings. The Special Conditions identify:
 - 1. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and
 - 2. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability and are not Contract Documents. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the City, City's Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

9. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

10. WORKERS

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

11. INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of City and are not

entitled to benefits of any kind normally provided employees of City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

12. SUBCONTRACTS

- A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- B. The City reserves the right to accept all subcontractors. The City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

13. VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

14. REQUESTS FOR SUBSTITUTION

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.
- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of

any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

- E. Substantiating data as described above shall include, at a minimum, the following information:
 - 1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
 - 2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
 - 3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
 - 4. Information detailing the durability and lifecycle costs of the proposed substitution.
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.
- G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.
- H. The Contractor shall bear the costs of all City work associated with the review of substitution requests.
- I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

15. SHOP DRAWINGS

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.
- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

16. SUBMITTALS

- A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the

Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

- C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

17. MATERIALS

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.
- E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.
- F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to do so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

18. PERMITS AND LICENSES

- A. City will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.
- B. The Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by City to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these

specifications.

19. TRENCHES

- A. Trenches Five Feet or More in Depth. Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.
- B. Excavations Deeper than Four Feet. If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:
 - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract
- C. The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.
- D. In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

20. TRAFFIC CONTROL

- A. Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. The Permit and Inspection Allowance included within the Bid Form includes the cost of required traffic control permit(s) and construction inspection by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.
- B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual

of Traffic Controls for Construction and Maintenance Work Zones” or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.

- C. The Contractor’s representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled rights-of-way after working hours unless otherwise approved by the Engineer.

21. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City’s waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction’s waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor’s compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

22. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

23. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

24. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

26. TESTS AND INSPECTIONS

- A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- F. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

27. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

29. AUTHORIZED REPRESENTATIVES

The City shall designate representatives who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

30. HOURS OF WORK

- A. If the total compensation under this Contract exceeds \$25,000, then pursuant to Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City.
- E. City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval, the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
- F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the City-observed holidays, unless otherwise approved by the City:
 - 1. Powered Vehicles
 - 2. Construction Equipment
 - 3. Loading and Unloading Vehicles
 - 4. Domestic Power Tools

31. PAYROLL RECORDS; LABOR COMPLIANCE

- A. If the total compensation under this Contract exceeds \$25,000, then pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, 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 them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.
- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the City 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, such penalties shall be withheld from progress payment then due.
- H. The responsibility for compliance with this Article shall rest upon the Contractor.

32. PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as

defined by the Prevailing Wage Laws, and since the total compensation is \$25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

33. PUBLIC WORKS CONTRACTOR REGISTRATION

If the total compensation under this Contract exceeds \$25,000, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

34. EMPLOYMENT OF APPRENTICES

- A. If the total compensation under this Contract exceeds \$35,000, Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- D. The responsibility for compliance with this Article shall rest upon the Contractor.

35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- A. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race,

religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

- B. Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.
- C. Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.
- D. Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

37. LABOR/EMPLOYMENT SAFETY

- A. The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.
- B. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall

ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

- C. The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the City prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the City Standards. Contractor shall adhere to the City's lock out tag out program.

38. INSURANCE

- A. The Contractor shall obtain, at its own cost and expense, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.
- B. Additional Insureds; Waiver of Subrogation. The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds for ongoing and completed operations on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties under all of Contractor's insurance policies..
- C. Workers' Compensation Insurance. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of its insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.
- D. Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) each accident or disease. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed to provide a Waiver of Subrogation in favor of the City.
- E. Commercial General Liability Insurance. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not

limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$3,000,000 per occurrence, \$6,000,000 general aggregate, and \$4,000,000 products and completed operations aggregate for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be double. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, ongoing and completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall be primary and non-contributory and include the additional insured coverage described in the Contract Documents.
5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. Automobile Liability Insurance. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, two million dollars (\$2,000,000) each accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

G. Installation Floater Insurance ["All Risk"]. For construction work not eligible for a builder's risk policy, Contractor, shall provide an installation floater, covering the work performed under the contract or agreement, on a form at least as broad as Insurance Services Offices, Inc. (ISO) Causes of Loss - Special Form. The policy shall cover the labor, materials, and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The Contractor shall be the named insured, and the City and subcontractors of any tier shall be named as insureds. The policy shall allow for or include a waiver of subrogation in favor of the Insureds.

- H. Contractor's Pollution Liability Coverage. Contractor shall provide Contractor's Pollution Liability Insurance coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officers, employees, and agents as insureds.
- I. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

39. FORM AND PROOF OF CARRIAGE OF INSURANCE

- A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.
- C. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- E. City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- F. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims

submitted by the Contractor in connection with the Work under this Contract.

40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. Time for Completion/Liquidated Damages. Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- B. Inclement Weather. Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- C. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- D. No Damages for Reasonable Delay. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

41. COST BREAKDOWN AND PERIODIC ESTIMATES

- A. Contractor shall furnish on forms Approved by the City:
 - 1. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.
 - 2. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
 - 3. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

4. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
 5. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.
- B. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

42. PROGRESS ESTIMATES AND PAYMENT

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.
- B. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 2. Defective work not remedied.
 3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
 4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
 5. Damage to another contractor or a third party.
 6. Amounts which may be due the City for claims against Contractor.
 7. Failure of Contractor to keep the record ("as-built") drawings up to date.
 8. Failure to provide update on construction schedule as required herein.
 9. Site cleanup.
 10. Failure to comply with Contract Documents.
 11. Liquidated damages.
 12. Legally permitted penalties.
- C. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and

suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.

- E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

43. SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

44. CHANGES AND EXTRA WORK.

A. Contract Change Orders.

1. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.
5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the City any of the Contractor's documents related to the Project immediately upon request of the City, as set forth in the Article entitled "DOCUMENT RETENTION & EXAMINATION".
7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing

consent of the Contractor's surety or sureties.

B. Contract Price Change.

1. Process for Determining Adjustments in Contract Price.

- 1) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.
- 2) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 3) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- 4) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
- 5) If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the City's estimate. If the change is issued based on the City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

2. Unit Price Change Orders.

- 1) When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.
- 2) No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
- 3) Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
- 4) Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
- 5) The City or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:
 - a) the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract;

and

- b) there is no corresponding adjustment with respect to any other item of Work; and
- c) Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease.

3. Lump Sum Change Orders: Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:

- 1) Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the City. The City will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).
- 2) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.
- 3) Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.
- 4) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City

shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the City if the Contractor is provided the City funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

- 5) Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.
- 6) Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit
- 7) Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.
- 8) No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.
- 9) Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed

upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.

- 10) Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted, and the markup percentage adjustments will be applied to the net amount.
- 11) Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
- 12) Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.

4. Time and Materials Change Orders.

- 1) General. The term Time and Materials (T&M) means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project and shall include only the following items.
- 2) Timely and Final Documentation.
 - a) T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the City's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of City's agreement to Contractor's entitlement to the cost.
 - b) T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a

total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

- c) T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, **within seven (7) Days** following completion of City approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
- 3) Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.
- a) Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
 - b) Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- 4) Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
- a) Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by Contractor.
 - b) For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the City's Representative.
 - c) Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
 - d) If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

- e) The City reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on City furnished materials.

5) Equipment.

- a) Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.
 - (i) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (ii) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.
 - (1) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 - (2) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.
- b) Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.
- c) Contractor-Owned Equipment.
 - (i) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.
 - (ii) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.
- d) All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.
- e) Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying

number and the scheduled Additional Work activities planned.

- f) Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- 6) Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.
- a) Invoices for Special Services. When the City's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the City's Representative.
 - b) Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
 - c) When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- 7) Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
- a) Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
 - b) Office Expenses. Expenses of Contractor's principal and branch offices;
 - c) Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
 - d) Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
 - e) Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
 - f) Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
 - g) Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
 - h) Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or

- lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
- i) Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, burden fluctuation, or other similar methods;
 - j) Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- 8) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- a) "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as City may reasonably request.
 - b) For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
 - c) For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.
 - d) For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
 - e) No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.
6. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.
8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied

if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.
10. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

C. Change of Contract Times.

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
5. Use of Float and Critical Path.
 - 1) Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.
 - 2) Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion.
6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time.
 - 1) Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
 - 2) If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of

City and Contractor, then Contractor shall be entitled to a time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

3) Utility-Related Delays.

- a) Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
- b) Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

- 1) Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
- 2) Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

- 1) City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
- 2) Damages caused by unreasonable City delay that impact the critical path, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.
- 3) City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay,

and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

45. FINAL ACCEPTANCE AND PAYMENT

- A. The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the City has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the City under the terms of the Contract.
- B. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the City has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the City and for all other claims relating to or arising out of this work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.
- C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the contract price.
- D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the Work by the City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.
- E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

46. OCCUPANCY

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

47. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:
1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.
 2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
 3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
 4. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- B. Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

48. PROCEDURE FOR RESOLVING DISPUTES

- A. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of the Article entitled "CHANGES AND EXTRA WORK", as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.
- B. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California

Public Contract Code. This Article shall be construed to be consistent with said statutes.

- C. Claims. For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the Article entitled "CHANGES AND EXTRA WORK" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in the Article entitled "CHANGES AND EXTRA WORK", and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- D. Supporting Documentation. The Contractor shall submit all claims in the following format:
1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 2. List of documents relating to claim:
 - 1) Specifications
 - 2) Drawings
 - 3) Clarifications (Requests for Information)
 - 4) Schedules
 - 5) Other
 3. Chronology of events and correspondence
 4. Analysis of claim merit
 5. Analysis of claim cost
 6. Time impact analysis in CPM format
 7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.
 8. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 et seq.
- E. City's Response. Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- F. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- G. Mediation. Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- H. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be

filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

- I. Civil Actions. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
 1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- J. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
- K. Non-Waiver. The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

49. CITY'S RIGHT TO TERMINATE CONTRACT

- A. Termination for Cause by the City:
 1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the City

have been made for correction of said violations.

2. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
3. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

B. Termination for Convenience by the City:

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.
3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - 1) Stop Work as specified in the Notice.
 - 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - 4) Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
 - 5) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
 - 6) Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with

particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
5. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:
 - 1) All actual reimbursable costs incurred according to the provisions of this Contract.
 - 2) A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
 - 3) A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
6. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

50. WARRANTY AND GUARANTEE OF WORK

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.
- C. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.

- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
- E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- H. Acceptance of Defective Work.
 - 1. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
 - 2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.
 - 3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
 - 4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.
- I. City May Correct Defective Work.
 - 1. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
 - 2. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.
 - 3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a

Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.

4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
 5. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
 6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.
 7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.
- J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

51. DOCUMENT RETENTION & EXAMINATION

- A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
- C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

52. SEPARATE CONTRACTS

- A. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

53. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

54. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

55. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

56. INTEGRATION

- A. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- B. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the City and Contractor.

57. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of

Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

60. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

61. CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

62. JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Kern County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

63. LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

64. PATENTS

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

65. OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

66. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

67. SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

68. CARB CONTRACTING REQUIREMENTS

- A. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").
- B. Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.
- C. Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

1. ENGINEER OF RECORD.

For purposes of this Project, the Engineer of Record or Engineer shall be: **KEVIN HARMON**

2. LOCATION OF THE PROJECT.

The Project is located within the sphere of influence for the City of Shafter, County of Kern, State of California. For a more precise location, Bidder's attention is directed to the Plans that accompany this document.

3. SHARED COST SAVINGS FOR REDUCTIONS IN CONTRACT PRICE; VALUE ENGINEERING.

A. NONE.

4. STATUS OF THE PROJECT AREA AND RIGHTS-OF-WAY.

- A. City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Union Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B. City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
- C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
- D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide City's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by City.
- E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

5. SITE DATA.

- A. The data provided herein is for the information of Contractor and is subject to all limitations and conditions set forth in the Contract Documents.
- B. Subsurface Exploration Data. The following data are included in the Project Manual: NONE
- C. Other Site Data. The following data are available for inspection at City's office: NONE
- D. Copies of these reports, drawings and other materials may be examined at City's office during regular business hours.

6. PRE-PURCHASED OR PRE-NEGOTIATED MATERIAL.

A. NONE.

7. DESIGNATION OF CITY'S REPRESENTATIVE

Unless otherwise modified by City, City's Representative shall be **DAVID FRANZ, COMMUNITY SERVICES DIRECTOR.**

8. MODIFICATION OF HOURS OF WORK.

- A. NONE.

9. PROJECT RETENTION

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

10. REVERSE LIQUIDATED DAMAGES DUE TO UNREASONABLE CITY DELAY.

- A. In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work.
- B. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of **FIVE HUNDRED DOLLARS AND NO CENTS (500.00*****)** per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

11. LIQUIDATED DAMAGES DUE TO CONTRACTOR DELAY.

- A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to **FIVE HUNDRED DOLLARS AND NO CENTS (500.00*****)** per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.
- B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

12. UTILITY OUTAGES – NOTICES TO RESIDENTS.

- A. Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by City at least seven (7) Days prior to the scheduled outage.
- B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

13. SCHEDULE CONSTRAINTS.

- A. NONE

14. NOISE RESTRICTIONS

- A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.
- B. Contractor shall comply with the most restrictive of the following:

1. local sound control and noise level rules, regulations and ordinances, and
 2. the requirements contained in these Contract Documents, including hours of operation requirements.
- C. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

15. SAFETY PROGRAMS.

- A. In addition to all other safety requirements of the Contract Documents, Contractor must comply with the following additional safety programs at all times during the completion of the Work.
1. NONE
- B. City has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.

16. COORDINATION WITH OTHER CONTRACTORS.

- A. In addition to the Contract requirements relating to other work at the Site, City anticipates that other contractors will be performing work within the Site. Specifically:
1. NONE
- B. City has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.

END OF SPECIAL CONDITIONS

GENERAL REQUIREMENTS

1. DESCRIPTION

- A. Refer to the technical specifications and project plans that accompany this document.

2. RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. NONE

3. LAYOUT OF WORK AND QUANTITY SURVEYS

- A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed. City and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work. Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the City Representative of any discrepancies.
- B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the City Representative to determine final quantities of Work in place. The City Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the City Representative, the Contractor shall provide an electronic copy of data used for quantity computations. All surveys performed for measurement of final quantities of Work and material shall be subject to approval of City's Representative. Unless waived by City's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of City's Representative.
- C. Surveying
 - 1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:
 - 1) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.
 - 2) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
 - 3) Cross-section points shall be located within 0.1 foot, horizontally and vertically.
 - 4) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.
- D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

4. SCHEDULE

- A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

5. TEMPORARY FIELD OFFICE

- A. Inspector's Field Office. Not Required.
- B. Utility Services. Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.
- C. Sanitation. The Contractor shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors.

6. PROTECTION OF WORK AND PROPERTY

- A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the City with reasonable notice of the need for such repair or replacement, it shall be performed by the City. If the Contractor fails to provide the City with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the City, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the City at no expense to the Contractor, provided the City is notified at least 48 hours before the property line monuments are damaged.
- B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage

thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to the public.
 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 3. Deliver materials to the Project site over a route designated by the Engineer.
 4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.
 7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
 8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 9. At the completion of work each day, leave the Project site in a clean, safe condition.
 10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

7. SITE CONDITIONS SURVEYS

A. Work Included.

1. Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.
2. Photographs as described herein of pre-construction and post-construction conditions.
3. Video recordings as described herein of pre-construction and post-construction conditions.

4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

1. Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.
2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.
3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

1. Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

1. The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

1. Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
2. For pipeline construction, soil compaction testing will be done at 100-foot intervals at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill; at the top of the trench backfill, which should be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

8. SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

- A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to City in accordance with Contract Documents.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.
2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):
 - 1) Category 1 - Equipment Summary:
 - a) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.
 - 2) Category 2 - Operational Procedures:
 - a) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:
 - (i) Installation
 - (ii) Adjustment
 - (iii) Startup
 - (iv) Location of controls, special tools, equipment required, or related instrumentation needed for operation

- (v) Operation procedures
 - (vi) Load changes
 - (vii) Calibration
 - (viii) Shutdown
 - (ix) Troubleshooting
 - (x) Disassembly
 - (xi) Reassembly
 - (xii) Realignment
 - (xiii) Testing to determine performance efficiency
 - (xiv) Tabulation of proper settings for all pressure relief valves, low and high pressure switches, and other protection devices
 - (xv) List of all electrical relay settings including alarm and contact settings
- 3) Category 3 - Preventive Maintenance Procedures:
- a) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.
 - b) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.
- 4) Category 4 - Parts List:
- a) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.
 - b) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.
- 5) Category 5 - Wiring Diagrams:
- a) Diagrams: Part 5 shall include complete internal and connection wiring diagrams for electrical equipment items.
- 6) Category 6 - Shop Drawings:
- a) Drawings: This part shall include approved shop or fabrication drawings, complete with dimensions.
- 7) Category 7 - Safety:
- a) Procedures: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.
- 8) Category 8 - Documentation:
- a) All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.
3. The Contractor shall furnish to City six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.
- C. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-

reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

D. Record Drawings

1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.
3. Record drawings shall be accessible to City's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

9. MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform City's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and

labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

10. LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.
2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by City.
3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

C. Construction Water.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
2. All connections to the City's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the City. The City-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Engineer. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.
3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the City's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.

D. Operation of Existing Water Facilities.

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.
2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.
3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities.

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.
2. Permission, Notice, and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control.

1. General. Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.
2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up.

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately

clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

11. ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions.

1. NOT USED.

B. Landscape and Vegetation Preservation.

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation and shall conduct operations to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.
2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.
3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species.

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.
 - 1) If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.
3. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources.

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.
3. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.
4. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.
5. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control.

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site.
2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Fugitive Dust.

1. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with the most recent version of any rules implemented by the Air Quality Management District (AQMD) with jurisdiction over the Project in order to reduce the amount of particulate matter entrained in the ambient air as a result of the Project. All equipment shall be AQMD compliant and permitted, as needed.
2. City has considered these other requirements when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

G. Management of Storm, Surface and Other Waters.

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all

subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.
4. Compliance with Construction General Storm Water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
 - 1) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related documents with City's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the City Representative for review not less than fifteen (15) Days prior to the start of on-site construction work. City will file the Notice of Intent and pay the filing fee.
 - 2) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:
 - a) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
 - b) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.
 - c) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
 - d) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.

- e) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
 - f) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
 - g) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
 - h) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
 - i) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
- 3) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by City.
- 4) City retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other Permit related document or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.
- 5) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify City as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of City. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters from the Project site.
6. Oil storage tanks management.
- 1) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
 - 2) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped

to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.

- 3) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
 - 4) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112
7. Underground tank prohibition. The Contractor shall not use underground storage tanks.
 8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."
 9. Other Permits.
 - 1) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
 - 2) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
 - 3) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
 10. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

END OF GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

1. PROVISIONS OF STANDARD SPECIFICATIONS

- A. The work embraced herein shall be done in accordance with appropriate provisions of construction details, Section 10 to Section 95, inclusive, of the Standard Specifications (2010), and in accordance with the following special provisions.
- B. Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:
 - a. Department of Transportation, CALTRANS: Department of Public Works of the City of Shafter.
 - b. Director of Public Works: City Director of Public Works, City of Shafter.
 - c. Engineer: The City Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
 - d. Laboratory: The designated laboratory authorized by the City of Shafter to test materials and/or work involved in the contract.
 - e. State: The City of Shafter.
- C. Other terms appearing in the Standard Specifications, the general provisions, and the special provisions, shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.
- D. In the event that any portion of the Standard Specifications incorporated herein shall conflict with any of the provisions delineated in the special provisions section herein set forth, the provisions so delineated shall take precedence over and shall be used in lieu of such conflicting portions of the Standard Specifications.

2. GENERAL NOTES

- A. The plans are to be used in conjunction with the corresponding City of Shafter specifications at the date of bid.
- B. It is the intention that the plans, specifications, and bidding documents coincide and agree in all particulars. If any matter or thing be shown in one and not in the other it shall be of the same force and affect as if incorporated in both; and all things must be done by the Contractor which may be shown in either.
- C. All existing public & private improvements and utilities, (street, paving, curb, gutter, sidewalk, cross gutter, fencing, irrigation structures, canals, private roads, pipelines, swales, etc.) that are removed, damaged or undercut shall be repaired or replaced as directed by the City Engineer. All existing paving and surfacing removed, damaged or undercut shall be replaced in accordance per the City Engineer. Irrigation structures shall be returned to a fully operational condition by the end of the day for each day of work.
- D. Prior to the start of any phase of construction the City of Shafter shall be given 24 hours notice (phone: (661) 746-5002). 24 hour notice required for testing and inspection.
- E. The utility locations shown on the plans are approximate and for information purposes only. Underground Service Alert (USA) shall be notified at least 2 working days before construction. Telephone 1-800-642-2444. Underground facilities known to exist are shown on the plans based on available records. The Contractor shall be responsible for verification, location, protection, and repair (if damaged during construction) of said facilities. Should underground facilities be encountered which are not shown on the plans or deviate from the location shown, the Contractor shall promptly notify the owner of that facility (if appropriate) and the engineer

for possible design changes.

3. NOTE REGARDING EXISTING UNDERGROUND CONDITIONS

- A. The Contractor shall examine carefully the site of the work and the contract documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered.
- B. The submission of a bid proposal shall be conclusive evidence that the Contractor has satisfied itself through Contractor's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the contract documents.
- C. Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to Contractor or shown in the contract documents, said information represents only the statement as to the character of materials which have been actually encountered by it in its investigation, and is only made available or included for the convenience of bidders.
- D. Investigations of subsurface conditions are made for the purpose of design, and the city assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is made available to the Contractor or included in the contract documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, and represents only an opinion of the city as to the character of the materials to be encountered, and is made available or included in the contract documents only for the convenience of the bidders. Making such, information available to bidders is not to be construed in any way as a waiver of the provisions of the first two paragraphs of this section, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.
- E. Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various items of work and no additional compensation will be made therefore.

4. OBSTRUCTIONS

- A. Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities", of the Standard Specification, the plans, and the special provisions.
- B. The Contractor shall be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed. In accordance with the provisions in Section 7-1.11, "Preservation of Property", and Section 7-1.12, "Responsibility for Damage", of the Standard Specifications, the Contractor shall be liable to owners of such facilities and improvements for any damage or interference with service resulting from conducting his operations. The exact location of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services or utilities. The Contractor shall cooperate with such forces and conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by other such forces.
- C. Any delay to the Contractor due to utility relocation whether or not the utility is shown or correctly located on the plans will not be compensated for as idle time. However, additional contract time commensurate with such delays may be allowed.
- D. PAYMENT. Except in the case of extra work, full compensation for conforming to the requirements of this

article shall be considered as included in the unit prices paid for various items of work and no additional compensation will be allowed therefore.

5. CONCRETE IMPROVEMENTS - GENERAL REQUIREMENTS

- A. Where the demolished concrete improvement is to be reconstructed, Contractor shall begin reconstruction of the demolished improvement within three (3) days of the demolition.
- B. Contractor shall build temporary earthen dams or equivalent to prevent the exposed subgrade from being negatively impacted by drainage or nuisance water in the flowline.
- C. Contractor shall not be allowed to pour concrete directly against an edge of paving unless specifically authorized by the plans or allowed by the City Engineer. Contractor shall sawcut and remove a minimum of 24 inches of pavement for form boards. Additional removal may be necessary to match pavement at acceptable grade. Contractor shall confirm with City. Pavement shall be replaced prior to the project completion.
- D. Contractor shall be responsible for compacting and reworking subgrade under demolished concrete improvements. Subgrade must be firm and unyielding prior to the placement of concrete and meet the compaction requirements indicated in the associated City details. If subgrade is found to be yielding, pumping, or otherwise moving excessively under load, then contractor, at the direction of the City, shall remove the subgrade & replace with approved materials & compact. Testing for replaced improvements shall be at the discretion of the city unless noted otherwise.
- E. If any section of concrete is found to be porous or is otherwise defective, it shall be removed and replaced by the contractor without additional compensation.
- F. Contractor is hereby notified that concrete that is disturbed or vandalized prior to cure shall be troweled to an acceptable appearance prior to cure. Vandalized concrete that has cured beyond repair shall not be acceptable to the City of Shafter. The use of grout or other "patching" shall not be acceptable to the City. Vandalized or damaged concrete shall be removed and replaced at the contractor's expense.

6. DEMOLITION & REMOVAL

- A. Except where indicated herein or within the plans, all demolished materials (i.e. asphalt, concrete, aggregate base, masonry, fencing, earthwork, etc., removed from existing road section) shall become the property of the CONTRACTOR. The CONTRACTOR shall stockpile, load, and haul off at his expense all demolition materials and dispose of or recycle in an approved manner.
- B. Contractor's attention is directed to General Condition entitled DIVERSION OF RECYCLABLE WASTE MATERIALS.
- C. PAYMENT: Full compensation for stockpiling, loading, hauling away, and disposing of demolished materials from the construction site to the final destination shall be included in the per unit costs for various construction and/or demolition items and no additional allowance shall be made thereof.

7. EARTHWORK/GRADING

- A. All grading and earthwork performed by the CONTRACTOR shall be in full compliance with the Standard Specifications and the approved plans. In case of a discrepancy, the approved plans shall prevail.
- B. All grading work shall be supervised as engineered grading. All existing dirt to remain on site and be used for cut and fill as necessary to comply with drawings unless noted otherwise.
- C. All areas are to be cleared of all vegetation and other unsuitable materials and the area scarified to a depth of six (6) inches. Fill material to be moisture conditioned to 2% above optimum moisture and compacted to a

firm surface in 6 inch lifts using heavy equipment.

- D. Contractor is responsible for the grading to within 0.1' of the design elevations.
- E. Dust Control: It shall be the contractor's responsibility to prevent a dust nuisance originating from the site of work as a result of his operations during the effective period of this contract. Preventative measures to be taken by the contractor shall include but not be limited to the following;
 - 1. Water shall be applied to all unpaved areas as required to prevent the surfaces from becoming dry enough to permit dust formation.
- F. Paved surfaces over which vehicular traffic is permitted to travel shall be kept free of dirt.
- G. **PAYMENT**: Full compensation for the performance of all earthwork conforming to this section shall be considered as included in the unit price paid for associated work items and no additional allowances will be made therefore.
- H. EXPORT OF MATERIALS: Excess materials shall become the responsibility of the contractor to haul off. City does not have any location to store dirt.

8. SUBGRADE PREPARATION

- A. The subgrade upon which the parking lot section is to be built shall be graded to a firm uniform grade and compacted to 90%.
- B. Contractor to remove all objectionable materials such as grass, brush, trees and stumps, roots, weeds, fences, trash, construction waste materials, and all other obstructions.
- C. Existing tree stumps, root balls, and other subgrade obstructions shall be completely removed under and within five feet of all proposed concrete sections.
- D. All soft and unsuitable material shall be removed and hauled off at Contractor's expense. Where determined necessary by the CITY INSPECTOR, Contractor shall remove soft and unsuitable material and replace it with Class II aggregate base and compacted per City Standards.
- E. All areas behind new and existing curb/gutter and sidewalks shall be graded to match existing grade as shown on the plans. Grading work in these areas shall be completed in a timely and reasonable manner before continuing on different work areas.
- F. **PAYMENT**: Full compensation for properly grading and compacting the subgrade shall be paid for at the contract unit price for the associated work items and no additional compensation will be made therefore. Full compensation for the removal of soft and unsuitable subgrade materials and replacing said with compacted Class II aggregate base shall be paid for on a time and materials basis.

9. SIDEWALK

- A. Concrete sidewalk shall conform with the details shown in City Standards S-15 or S-16 unless specified otherwise in the plans. Where new sidewalk shall replace the existing sidewalk, contractor shall match the dimensions of the pre-existing sidewalk. Minimum width shall be 5.0 feet or match existing width in all cases except behind a drive approach where minimum width shall be 3 feet.
- B. The operations of depositing, compacting, and finishing the item shall be conducted so as to build a satisfactory structure.
- C. If any section of concrete is found to be porous or is otherwise defective, it shall be removed and replaced by

the contractor without additional compensation.

- D. Contractor shall grade or regrade subgrade and compact per the details shown in the City Standard.
- E. Contractor shall be responsible for relocating any existing private landscaping facilities (sprinklers, pipe, etc.) out from under the proposed sidewalk. All damaged landscaping facilities must be repaired by the end of work day in which it was damaged.
- F. For accounting purposes:
 - 1. Sidewalk quantities include all concrete flatwork behind the back of curb that is not placed for either drive approaches or for wheelchair (A.D.A.) ramps.
- G. Full compensation for the supply and construction of sidewalk shall be paid at the unit prices listed in the Bid Proposal and no additional allowances will be made thereof. Said payment shall include all material, equipment, and labor required to complete the item as shown on the approved plans and "Concrete Improvements - General Requirements" section of these technical specifications.

10. CONCRETE FORMWORK

- A. Form Materials:
 - 1. Form Lumber: All form lumber in contact with exposed concrete shall be new except as allowed for reuse of forms in Part 3 of this Section, and all form lumber shall be one of the following, a combination thereof, or an equal approved in advance by the Owner's Representative.
 - 1) "Plyform," Class I or II, bearing the label of the Douglas Fir Plywood Association; "Inner-Seal" Form as manufactured by Louisiana-Pacific, or approved equal.
 - 2) Douglas Fir-Larch, number two grade, seasoned, surfaced four sides.
 - 2. Form Release Agent: Colorless, non-staining, free from oils; chemically reactive agent that shall not impair bonding of paint or other coatings intended for use.
- B. Ties and Spreaders:
 - 1. Type: All form ties shall be a type which do not leave an open hole through the concrete and which permits neat and solid patching at every hole.
 - 2. Design: When forms are removed, all metal reinforcement shall be not less than two (2) inches from the finished concrete surface.
 - 3. Wire Ties and Wood Spreaders: Do not use wire ties or wood spreaders.
- C. Alternate Forming Systems: Alternate forming systems may be used subject to the advance approval of the Owner's Representative.

11. AGGREGATE BASE (CALTRANS STANDARD SPECIFICATIONS SECTION 26, 2018)

- A. Aggregate base shall be Class II and shall conform to the provisions in Section 26, "Aggregate Bases," of the 2018 Caltrans Standard Specifications and these special provisions.
- B. Contractor shall supply certifications and test results showing compliance to Caltrans standards for Class II aggregate base. Test results shall include gradation, R-value, sand equivalence, and durability index.
- C. Aggregate for Class II aggregate base shall meet the required gradation for $\frac{3}{4}$ inch maximum size.
- D. Aggregate must be clean and shall consist of the following:
 - 1. Broken stone

2. Crushed gravel
 3. Natural rough-surfaced gravel
 4. Sand
 5. Processed reclaimed asphalt concrete, portland cement concrete, lean concrete base, or cement treated base
- E. Class II aggregate base shall not contain broken or recycled tiles, glass, or brick. Class II aggregate base found to contain any objectionable material shall be summarily rejected by the City.
 - F. Class II aggregate base containing recycled materials must be tested by the City prior to use. Contractor or supplier shall allow city or its representative to access the stockpile location and obtain representative samples for compliance testing purposes a minimum of 10 business days in advance of the start of base construction. All tests for initial aggregate submittals necessary to determine compliance with the specification requirements will be made by the City at no expense to the Contractor.
 - G. Contractor shall deliver, spread, wet (as needed) and compact the aggregate base per the specifications to 95% relative compaction.
 - H. For verification purposes, the volume if compacted aggregate base will be calculated from the dimensions shown on the plans, adjusted by the amount of any change ordered by the Engineer.

12. CONSTRUCTION SURVEYING

- A. Per the General Requirements, Contractor shall be responsible for all construction surveying and staking required for construction.
- B. Full compensation for providing construction surveying and staking shall be paid at the unit prices listed in the Bid Proposal and no additional allowances will be made thereof. Said payment shall include all material, equipment, and labor required to complete the item.

13. MATERIALS TESTING

- A. Unless otherwise noted elsewhere within the plans or specifications, all soil and aggregate compaction testing shall be provided by the CITY. The CITY will be responsible to pay the cost of the first compaction test in any required location determined by the CITY. The CONTRACTOR shall be responsible to pay for any subsequent test required as a result of a failed original test.
- B. ALL compaction testing, material sampling, and supervision shall be provided by the CITY.

14. CONSTRUCTION WATER

- A. Contractor shall be responsible for all costs to supply and deliver construction water for this project.
- B. If Contractor obtains water from sources owned and operated by the City of Shafter, the following requirements shall apply:
 2. Contractor shall register with the City of Shafter Finance Department and arrange to have the City install a meter on a fire hydrant at a location determined by the City Public Works Director. A \$1,000.00 refundable deposit will be required for each meter obtained. City will charge a \$60 fee to set the meter which will be billed in the first monthly statement.
 3. Contractor shall be billed for all construction water at a rate of \$513.13 per month plus \$0.92 per thousand gallons.
 4. Upon project completion, Contractor shall notify the City to remove the meter. City will charge a \$60 fee to remove the meter which will be billed in the last monthly statement.

- 5. Payment shall be made to the City of Shafter prior to final payment.
- C. PAYMENT: Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various items of work and no additional compensation will be made therefore.

15. ADDITIONAL TECHNICAL SPECIFICATIONS

- A. See specifications provided on the plans.