



**City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority**

AGENDA

Wednesday

Regular

**Closed Session 5:30 p.m.
Regular Session 6:00 p.m.**

July 16, 2014

**City Hall
100 West California Avenue
Ridgecrest CA 93555**

(760) 499-5000

**Daniel O. Clark, Mayor
Marshall 'Chip' Holloway, Vice Mayor
James Sanders, Council Member
Lori Acton, Council Member
Steven P. Morgan, Council Member**

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LAST ORDINANCE NO. 14-xx
LAST RESOLUTION CITY COUNCIL NO. 14-66
LAST RESOLUTION FINANCING AUTHORITY NO. 14-xx
LAST RESOLUTION OF THE HOUSING AUTHORITY NO. 14-xx
LAST RESOLUTION OF THE SUCCESSOR REDEVELOPMENT AGENCY NO. 14-xx

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday July 16, 2014

CITY COUNCIL CHAMBERS CITY HALL
100 West California Avenue
Ridgecrest, CA 93555

Closed Session – 5:30 p.m.
Regular Session – 6:00 p.m.

This meeting room is wheelchair accessible. Accommodations and access to City meetings for people with other handicaps may be requested of the City Clerk (499-5002) five working days in advance of the meeting.

In compliance with SB 343. City Council Agenda and corresponding writings of open session items are available for public inspection at the following locations:

1. City of Ridgecrest City Hall, 100 W. California Ave., Ridgecrest, CA 93555
2. Kern County Library – Ridgecrest Branch, 131 E. Las Flores Avenue, Ridgecrest, CA 93555
3. City of Ridgecrest official website at <http://ci.ridgecrest.ca.us>

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

AGENDA - CITY COUNCIL - REGULAR

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CLOSED SESSION

GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation -
Squillacote v. Frid, S-1500-CV-276362

GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation -
Balfour v. Ridgecrest, S-1500-CV-280015

GC54957 Personnel Matters – Public Employee
Discipline/Dismissal/Release

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other

PUBLIC COMMENT

CONSENT CALENDAR

1. Adopt A Resolution To Approve The Proposal With The Engineering Firm Of Willdan Engineering To Provide Environmental, Design Engineering, And Construction Management For A Regional Surface Transportation Project (RSTP) Project South China Lake Boulevard From Bowman Avenue To College Heights Avenue And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review Speer
2. Adopt A Resolution To Approve The Proposal With The Engineering Firm Of Quad Knopf To Provide Environmental, Design Engineering, And Construction Management For The Congestion Mitigation Air Quality (CMAQ) Project North Warner Avenue From Drummond Avenue To West Howell Avenue And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review Speer
3. Adopt A Resolution To Amend The Professional Services Agreement With Willdan Engineering For The Additional Design, Right Of Way And Environmental Services Of The Drummond Avenue Widening Project Between Downs Street And Inyo Street And Authorize The City Manager, Dennis Speer, To Execute This Agreement Speer

AGENDA - CITY COUNCIL - REGULAR

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4. Adopt A Resolution To Amend The Professional Service Agreement With Willdan Engineering For The Additional Design Services For The Upgrade Of 12 Intersection Signs And Street Striping Project To Include Norma Street Between Drummond Avenue And Inyokern Road And Authorize The City Manager, Dennis Speer, To Execute This Agreement Speer
5. Receive And File The Financial Report Of Measure 'L' Funds For Fiscal Year 2012-2013 McQuiston
6. Approval Of Draft Minutes Of The Regular City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated July 2, 2014 Ford

DISCUSSION AND OTHER ACTION ITEMS

7. Adopt A Resolution To Approve a Professional Services Agreement with Justin O'Neill and authorize the Mayor, Daniel O. Clark, To Sign The Agreement Clark
8. Discussion And Selection Of Appointments To The Measure 'L' Committee Speer
9. Discussion And Approval By Minute Motion A Memorandum Of Understanding Between California Innovation Hub For Defense, Energy And Aerospace And City Of Ridgecrest Speer
10. Council Informational Discussion Of The Expectations And Impacts Of Being An Elected Official Clark

COMMITTEE REPORTS

Activate Community Talents And Interventions For Optimal Neighborhoods Task Force (ACTION)

Members: Jim Sanders, Dan Clark
Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center
Next Meeting: To Be Announced

Veterans Advisory Committee

Members: Dan Clark
Meetings: 1st and 3rd Tuesday of the Month At 6:00 p.m., Kerr McGee Center
Next Meeting: To Be Announced

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway
Meetings: 1st Wednesday Of The Month, 8:00 A.M.
Next Meeting: To Be Announced

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OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

A Resolution To Approve The Proposal With The Engineering Firm Of Willdan Engineering To Provide Environmental, Design Engineering, And Construction Management For a Regional Surface Transportation Project (RSTP) Project South China Lake Boulevard From Bowman Avenue to College Heights Avenue And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide environmental, design engineering, and construction management for a Regional Surface Transportation Project (RSTP) Project South China Lake Boulevard From Bowman Avenue to College Heights Avenue. The specific project includes road rehabilitation and resurfacing. The proposed services are on a time and materials basis not to exceed.

Funds in the amount of \$765,844.00 should be made available through the reimbursable RSTP Program.

Matching funds needed for this project are in the amount of One Hundred Nineteen Thousand Three Hundred Dollars (\$119,300.00). This expenditure will be taken from TAB funding.

Staff recommends that the City Council approves the proposal and authorizes the City Manager, Dennis Speer, to execute the agreement with the engineering firm Quad Knopf upon the City Attorney's review and approval.

FISCAL IMPACT: \$119,300.00. This expenditure will be taken from TAB funding.

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution To Approve The Proposal With The Engineering Firm Of Willdan Engineering To Provide Environmental, Design Engineering, And Construction Management For a Regional Surface Transportation Project (RSTP) Project South China Lake Boulevard From Bowman Avenue to College Heights Avenue And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: July 16, 2014

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RESOLUTION NO. 14-XX

A RESOLUTION TO APPROVE THE PROPOSAL WITH THE ENGINEERING FIRM OF WILLDAN ENGINEERING TO PROVIDE ENVIRONMENTAL, DESIGN ENGINEERING, AND CONSTRUCTION MANAGEMENT FOR A REGIONAL SURFACE TRANSPORTATION PROJECT (RSTP) PROJECT SOUTH CHINA LAKE BOULEVARD FROM BOWMAN AVENUE TO COLLEGE HEIGHTS AVENUE AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT UPON THE CITY ATTORNEY'S REVIEW

WHEREAS, The City of Ridgecrest requires the services of an engineering consulting firm to provide environmental, design engineering, and construction management for the (RSTP) Project South China Lake Boulevard From Bowman Avenue To College Heights Avenue; and

WHEREAS, specific project includes road rehabilitation and resurfacing; and

WHEREAS, the proposed services are on an time and materials basis not to exceed; and

WHEREAS, Funds in the amount of \$765,844.00 should be made available through the reimbursable RSTP Program; and

WHEREAS, Matching funds needed for this project are in the amount of \$119,300.00 and will be taken from TAB funding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Authorizes the Approval of a Professional Services Agreement with the Consulting Firm of Quad Knopf; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the agreement upon the city attorney's review and approval of the agreement

APPROVED AND ADOPTED this 16th day of July 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark

ATTEST:

Rachel J. Ford, CMC, City Clerk

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South China Lake Boulevard: Bowman Avenue to College Heights Boulevard Road Rehabilitation and Resurfacing

CONSULTANT AGREEMENT

As of _____, 20____, the City of Ridgecrest, hereinafter "City," and **Willdan Engineering, Inc** hereinafter "Consultant," agree as follows:

1. Purpose.

(a) Assistance for the preparation and provision environmental studies, permits, plans, specifications, engineering, bidding assistance, construction management, project closeout and final invoicing to Caltrans for road rehabilitation and resurfacing on South China Lake Boulevard from Bowman Avenue to College Heights Boulevard.

(b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").

2. Services.

(a) The work to be performed by Consultant is specified in Exhibit "A," "Scope of Services," attached hereto and incorporated by reference.

(b) Services and work provided by the Consultant at City's request under this Agreement shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.

(c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.

3. Consideration.

(a) Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of **One Hundred and Nineteen Thousand Three Hundred Dollars (\$119,300.00)**.

(b) The Consultant shall complete and submit an invoice showing date of work, description of work performed, amount of invoice and supporting documentation. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:

Mr. Dennis Speer
City Manager/Public Works Director
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

4. Term.



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This Agreement shall commence upon City's written authorization to proceed and shall continue until completion of the services described above and within Exhibit "A." Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to the City on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the City. If the City uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The City may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

6. Subcontracts.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City. Except as otherwise specifically approved by the City, the Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to the City by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between the City and any subcontractor with respect to services under this Agreement.

7. Independent Contractor.

The Consultant is an independent contractor, and not an employee of the City.

8. Indemnification.

Consultant shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the City's sole negligence, active negligence, or willful misconduct.

9. Insurance.

(a) The Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.



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(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. The Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) The City and its City Council Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its City Council Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the City, its City Council Members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the City, its City Council Members, officers, employees, agents and volunteers for any claims arising out of the work of the Consultant.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the City.

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD



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Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

(2) All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, Attention: Office Manager.

(d) All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the City as to the use of such insurer.

(e) The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. The Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by the City.

10. Disadvantaged Business Enterprises ("DBE")

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, Consultant must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting City's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

11. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the



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costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

12. Audits

Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by City to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

13. Safety

(a) Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City and/or its representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this contract, shall contain all of the provisions of this article.

14. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately



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preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

15. Statement of Compliance

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

16. Debarment and Suspension Certification

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System



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maintained by the General Services Administration are to be determined by the Federal Highway Administration.

17. State Prevailing Wage Rates

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

18. Prohibition of Expending Funds for Lobbying

(a) Consultant certifies to the best of his or her knowledge and belief that:

(1) No state, federal, or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

(c) Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

19. Miscellaneous.

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City. These documents are instruments of service for this project only and are not intended or authorized for other use by City or third parties. Basic survey notes, sketches, charts, and computations shall be made available upon request to the



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owner without restrictions or limitations to their use. If the above-mentioned documents are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

(b) For a period of three years following receipt of final payment, Consultant will retain and make readily available to representatives of the EDA and the comptroller General of the United States monthly progress reports, invoices, and sponsor payments for the purposes of determining the grant funds available to the City were used to defray grant costs.

(c) Consultant shall not be responsible for the acts of omissions of any Contractor, any sub-contractor, or any of the Contractor's or sub-contractor's agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project, except insofar as such acts or omissions were or should have been observed and reported by an experienced and qualified design professional or by the full-time Resident Project Representation. The Contractor is solely responsible for constructions, means, methods, materials, techniques, sequences, and safety at the site.

(d) Neither party hereto shall assign, sublet or transfer interests hereunder without first obtaining written consent from the other party.

(e) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(f) Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

Dennis Speer
City Manager/Public Works Director
City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555-4054

Daniel Chow
President
Willdan Engineering Inc
374 Poli Street, Suite 101
Ventura, CA 93301

(g) If an action at law or in equity is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

20. Integration.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

21. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.



South China Lake Boulevard: Bowman Avenue to College Heights Boulevard Road Rehabilitation and Resurfacing

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
City of Ridgecrest

APPROVED:

By: _____
Dennis Speer, City Manager

By: _____
Daniel Chow, President

APPROVED AS TO FORM
City Attorney

By _____
Attorney

Exhibit "A"

Bidding Assistance

During the bidding process, Willdan will remain on call to provide analysis and interpretation of the drawings and specifications. When requested to do so, Willdan will prepare and issue addenda to address concerns of potential bidders. Should a prebid conference be necessary, Willdan will be present to answer questions from prospective bidders. If necessary, Willdan will assist City staff in the receipt of sealed bids, analysis of bids received, receipt of required bonds, and verifying the bidder's ability to perform the contract for the project within the time constraints set forth in the documents. In addition, Willdan will assist the City with coordinating the advertisement of the project bid and the evaluation criteria regarding the prequalification of bidding contractors, as well as participate in the evaluation of submitted bids and provide recommendations of bids received.

Construction Management and Inspection

Willdan has experience in managing projects and has experience in best practices to avoid potential conflicts and to avoid or mitigate any hazards during construction.

Our goal is to anticipate or diminish potential problems before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Our team is adept at:

- Anticipating job site problems
- Calling job site problems to the project manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straight-forward fashion

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and City project manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

Scope of Work

This proposal includes the following scope of work in general for preparing requests for authorization to Caltrans, environmental compliance, Civil Engineering and Survey, Construction Engineering and Construction Management and Inspection. The following is our detailed scope of work as outlined in the City's RFP for the South China Beach Boulevard project.

1. Prepare Request for Authorization for Environmental & Design services to Caltrans.

Willdan will prepare the Request for Authorization to Proceed with Preliminary Engineering submittal to initiate the obligation of federal funds by Caltrans for the preliminary engineering phase of the project including:

1. Prepare LAPM Exhibit 3-A *Request for Authorization to Proceed with Preliminary Engineering*, LAPM Exhibit 3-E *Data Sheets*, and LAPM Exhibit 3-L *Local Assistance Project Prefixes*.
2. Prepare LAPM Exhibit 15-N *Finance Letter* based on the City's current construction estimate.
3. Prepare LAPM Exhibit 4-A *Local Programs Agreement Checklist* and LAPM Exhibit 7-B *Field Review*, first 2 pages minimum.
4. Submit to Caltrans DLAE Item Nos. 1 through 3 along with a copy of the approved FTIP sheet.

2. Environmental Compliance

NEPA Documentation

Categorical Exclusion

Pursuant to Section 6005 of the NEPA Delegation Pilot Program, Caltrans will act as the lead NEPA agency for those local street improvement projects utilizing federal funds. Caltrans will implement the Federal Highway Administration's (FHWA's) NEPA regulations (23 CFR 773).

Based on the City's RFP, the project consists of the rehabilitation of the paved surface of South China Lake Boulevard from Upjohn Avenue to Bowman Road. The length of the roadway to be rehabilitated is approximately ½ mile. The rehabilitation of the roadway will bring it up to an acceptable level of service. The project does not include roadway widening, an increase in the number of travel lanes, or any increase in capacity. Accordingly, the required NEPA document for this types of project will be a Categorical Exclusion (CE) (Section 6004) with Technical Studies, with the project qualifying under the following CE activities:

- (1) *Modernization of a highway by resurfacing, restoration, rehabilitation, reconstruction, adding shoulders, or adding auxiliary lanes (e.g., paring, weaving, turning, climbing)*
(See 23 CFR 771.117[d][1], or:
- (2) *Activities included in the State's highway safety plan under 23 U.S.C. 402. (See 23 CFR 771.117[c][4])*

The actual CE determination for the project will be made in consultation with Caltrans District 9 staff. It should be noted that if any portion of the street rehabilitation project includes the addition of travel lanes to increase street capacity, Caltrans may require an Environmental Assessment (EA) be prepared for the project. If such a scenario arises, Willdan would be available to prepare the EA and supporting documentation per an amendment to our currently proposed scope and fee.

The tasks involved in completing the CE for the street rehabilitation project described above include the following:

- Conduct a Field Visit/Environmental Resources Survey
- Prepare Narrative Responses to Each Item on the Preliminary Environmental Studies (PES) Form
- Prepare PES Form Attachments (maps, diagrams, etc.)
- Coordination with Caltrans for Review and Approval of the PES Form (assumes 1 round of Caltrans review)
- Preparation of the Final PES Form for Caltrans' Signature

Technical Studies

In addition to the tasks identified above, Caltrans may require the preparation of technical studies to support the conclusions of the NEPA Categorical Exclusion. Examples of technical studies that may be required for the project include an Initial Site Assessment, and/or an Aerially Deposited Lead Survey, Biological Study/Survey, and Cultural Resources Study. Of these studies, the Biological Study/Survey is the most likely technical study that will be required by Caltrans as explained below:

- **Biological Study/Survey:** Caltrans may require the preparation of a Natural Environmental Study (NES) and the conduct of special status species surveys. This would be the case if it is determined that potential habitat exists for the Desert Tortoise (*Gopherus agassizii* or *Gopherus morafkai*) near the project or if there is nearby habitat for Burrowing Owls (*Athene cunicularia*) or the Mohave Ground Squirrel (*Xerospermophilus mohavensis*). Alternatively, a Technical Memorandum or letter report for the project (prepared by a biologist following a field survey)

documenting the absence of endangered or sensitive plant or animal species in the project area may be what is required.

If requested, MH Wolfe and Associates, a local biological resources firm, would conduct any surveys and prepare any required biological resources documentation that might be required by Caltrans. However, their scope of services would be limited initially to the following¹:

1. Review California Natural Diversity Database for sensitive species reported in the project area.
2. Provide a qualified biologist to conduct a field survey along approximately ½ -mile of South China Lake Boulevard between Upjohn Avenue and Bowman Avenue.
3. Prepare and submit a letter report of findings.
4. Respond to comments on the letter report of findings if required.

¹*This scope does not include spotlighting, scent stations, trapping, tracking, or protocol burrowing owl survey.*

Optional Technical Studies

These following studies are not included in our proposed scope of services for the preparation of environmental documentation for the project. They are identified here only as optional tasks because they may be required for the projects depending on the outcome of the field visit/environmental resources survey and Caltrans Office of Local Assistance submittal requirements. They include the following:

- **Hazardous Materials/Hazardous Waste:** Caltrans may require an Initial Site Assessment (ISA) and Aerially Deposited Lead (ADL) Survey for the project, depending on the depth of excavations required for the improvements. If required, Willdan Engineering can conduct these analyses as an optional task. The ADL survey typically consists of up to ten (10) soil samples at depths of approximately 1, 3, and 5 feet; laboratory analysis for lead of up to 30 soil samples; and soluble lead analysis for up to ten (10) soil samples, if samples exceed a lead concentration of 50 parts per million. The proposed ISA would generally follow ASTM E 1527-05 protocol and would involve review of regulatory agency lists of environmentally degraded sites, walk-through site reconnaissance, and review of available records and historical maps. The proposed optional scope of work would not include testing for surface or subsurface contaminants (other than lead as described above) such as hydrocarbons, asbestos, radon gas, lead based paints, mold, or methane; and the assessment would not include a search for recorded environmental cleanup liens.
- **Cultural Resources:** Caltrans Professionally Qualified Staff (PQS) will determine which cultural resource reports, if any, are required for the proposed project. If the project is located in an area of low cultural/historical sensitivity, there is a distinct possibility that no cultural resources documentation will be required. Under this circumstance, Caltrans PQS would prepare a “screened undertaking” memorandum for the project. Nevertheless, as an optional task, Willdan’s cultural/historical resources consultant (McKenna et.al.) can prepare whatever level of cultural resource analysis Caltrans PQS would require for the project.

Additional environmental technical studies may be required such as a noise, air quality, or traffic study, however, the need for these additional technical studies cannot be determined until after consultation is conducted with Caltrans District 9 and the Office of Local Assistance.

CEQA Documentation

Categorical Exemption

The road rehabilitation project described in the City's RFP would be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines (Class 1: Existing Facilities). To satisfy CEQA requirements for the project, Willdan will prepare a Notice of Exemption for the City's use.

3. Civil Engineering / Survey

The Civil Engineering / Survey portion will include the scope of work.

Preliminary Design Report(PDR) - (30% Design)

The PDR will include a detailed project description addressing design parameters, existing conditions and constraint as discussed in the project approach above. The scope of work required to complete the PDR includes the following.

Base Mapping and Survey

Willdan will develop base mapping for the project limits utilizing the aerial survey and mapping and the utility information requests as discussed above in our project approach.

Geotechnical

Willdan will provide personnel, equipment and materials to complete the geotechnical investigation for this project that includes the following scope of work:

1. Subsurface investigation and sampling utilizing a Hand Auger. The investigation will consist of total of three (3) borings. Borings will be a minimum of 3 - 5 feet deep, measured from existing grades. All the borings will be backfilled with native soils and tamped. AC
2. Laboratory testing will consist of following:
 - a. In-place moisture and density
 - b. Percent Passing #200 Sieve
 - c. R-value
 - d. Corrosivity (pH, resistivity, sulfates, chlorides)
 - e. Unconfined Compressive Strength (to support potential soil-cement or FDR designs)
3. A map with a approximate locations of borings;
4. Logs with sub-grade soils description as encountered in borings;
5. Summaries of test results;
6. Analysis of collected data and provide the pavement structural sections; and
7. The report will also include asphalt specifications, compaction requirements; sub-grade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions.

Street Construction Design – 30% Design Level

1. Develop layout sheets as indicated in Survey and Base Plan Preparation
2. Identify areas where geometrics require construction
3. Identify preliminary geometrics and structural section and alternatives.

Drainage Analysis

1. Review the City's Drainage Master Plan
2. Review available Hydrology and Hydraulics reports
3. Analyze the flow characteristics of the future curbs, gutters, and drainage system
4. Identify cost effective upgrades to the drainage system for incorporation into the construction/reconstruction design to accommodate required drainage or implement a stage of the Drainage Master Plan while considering the goal of retaining existing curbs gutters and sidewalks where feasible.

Preliminary Construction Cost Estimate

Willdan will prepare a preliminary cost estimate based on the preliminary design. In preparation for the PS&E in the future, the estimate will be prepared in a similar format with back-up quantities and current unit costs.

PDR Report

Willdan will compile and submit the PDR and submit 4 copies to the City for review and discussion prior to moving forward with the PS&E.

Federal Funding Compliance**Field Review**

Willdan will revised the previously submitted Field Review (LAPM Exhibit 7-B) if necessary and prepare the Field Review Attendance Roster (LAPM Exhibit 7-G), Roadway Data (LAPM Exhibit 7-C), and typical sections for submittal to Caltrans DLAE within 4 months of the E-76 for PE approval date.

Willdan will assist the City in preparing a resolution to execute the Program Supplement Agreement, and transmit the City-executed agreement and certified resolution to Caltrans (Sacramento) for their execution.

Right of Way Certification (no Federal participation in utility relocations)

1. Using the final plans, verify that utilities within the project limits are identified and delineated on the plans including the type of facility, location, and disposition of high and low risk facilities.
2. Obtain copies of notices to utility owners (NTO) to relocate (including adjustments) from utility coordinator.
3. Determine whether the project qualifies to use the Short Form ROW Certification if the project does not require right of way acquisition or relocation assistance, does not involve the railroad, and relocations are limited to adjustments of utility covers only to meet the finish roadway grade.
4. If applicable, prepare the Short Form Right of Way Certification for Local Assistance Project Off State Highway System (LAPM Exhibit 13-A), and the Utility Cover Adjustment Summary (LAPM Exhibit 13-A) if the adjustment of utility covers is checked.

OR

If applicable, prepare the Right of Way Certification On State Highway System (LAPM Exhibit 13-B) and the Project Engineer's Certification of Utilities for the Resident Engineer's signature. Willdan's services include coordination/assisting the City to obtain appropriate Utility Agreements in support of completion of Right of Way and PE Certifications.

5. Submit to Caltrans DLAE along with the final plans, required backup documentation from utilities (NTOs), a copy of the City Resolution authorizing a City official to execute right of way certifications, and a copy of the approved environmental document to obtain right of way certification.

Request for Authorization to Proceed with Construction (E-76 for CON)

1. Upon receiving right of way certification and final PS&E, prepare the Request for Authorization (LAPM Exhibit 3-D), and Data Sheets (LAPM Exhibit 3-E) to initiate the obligation of federal funds by Caltrans for the construction of the project.
2. Prepare the Preliminary Estimate of Cost (LAPM Exhibit 12-A) and Finance Letter (LAPM Exhibit 15-N) based on the engineer's final opinion of probable construction cost.
3. Prepare the PS&E Certification (LAPM Exhibit 12-C) for the Resident Engineer's signature and PS&E Checklist (LAPM Exhibit 12-D) stating that the PS&E have been prepared in accordance with the Local Assistance Procedures Manual.
4. Prepare the Local Agency Construction Contract Administration Checklist (LAPM Exhibit 15-A).
5. Submit to Caltrans DLAE Item Nos. 1 through 4 along with the final plans and specifications to obtain an E-76 for construction.

Progress Invoicing

Verify that the City has submitted to Caltrans copies of LAPM Exhibit 10-O1 Local Agency Proposer DBE Commitment (Consultant Contracts), Exhibit 10-O2 Local Agency Proposer DBE Information (Consultant Contracts), and Exhibit 10-C Consultant Contract Reviewers Checklist within 15 days of consultant contract execution if federal funds will be used for preliminary engineering or construction engineering.

Prepare Progress Invoice (LAPM Exhibit 5-A) for preliminary engineering based on the approved design consultant invoices and copies of cancelled checks provided by the City.

Submit to Caltrans DLAE at least every 6 months from the execution date of the Program Supplement Agreement to avoid red-flagging by Caltrans.

PS&E

Willdan will prepare final design plans in accordance with review comments received from the City. The final design will expand upon the approved geometrics by incorporating the appropriate details and construction notes to clearly define the project design. It is anticipated that the following plans will be included in the plan set:

- Title Sheet (1 sheet)
- Roadway
 - ♦ Typical Sections/Detail (1 sheet)
 - ♦ Plan view only of China Lake with finished grades, dual panel (2 sheets)
- Traffic
 - ♦ Signing and Striping Plans dual panel (2 sheets)

Civil Design

Willdan will utilize the base plans to prepare the street improvement, grading, and drainage plans including the necessary construction details. The plans will be prepared in AutoCAD® 2011 at a horizontal scale no greater than 1"=40'.

Utility Plans

Willdan will prepare a Utility Plan depicting the existing and proposed utilities. The plans will be prepared in AutoCAD® 2011 at a horizontal scale no greater than 1"=40' within the proposed improvement segment. The plans will identify the utilities that will be relocated under this contract and the utilities relocated by others. Special provisions within the contract specifications for contractor's requirements for protection, coordination and scheduling of the relocation within the construction time frame. Utilities to be relocated under this contract will be addressed on the plans, including the necessary details and specifications for the relocation of the existing utility.

Signing and Striping Plans

Willdan will prepare signing and striping plans that will show signing and pavement delineation installations on China Lake Boulevard. The plans will be prepared in AutoCAD® 2011 at a horizontal scale no greater than 1"=40' within the proposed improvement segment. Signing and striping plans will be prepared in accordance with the MUTCD Manual.

Construction Estimates

Willdan will prepare a detailed engineer's estimate in Microsoft Excel spreadsheet format that includes the bid items described within the contract specifications and estimated unit costs. The estimate will be based upon recent bid prices for similar projects as maintained by Willdan, Caltrans, and the County of Orange. Backup quantity calculations will be provided showing detailed computations for accuracy of the quantities upon request.

Specifications

The City will provide Willdan with its boilerplate Specifications and General Technical Provisions in the current version of Microsoft Word for Windows format. Willdan will be responsible for compiling the project Specifications, signed by a Civil Engineer registered in the State of California, which is complete and ready for bidding purposes. The current edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the project. The City will provide Willdan with a sample specification for reference.

Constructability Review

This review will include, but not be limited to, the following tasks:

1. Perform a job walk reviewing the existing improvements and identifying potential conflicts, including traffic control, pedestrian, access, utilities, and right-of-way issues
2. Review the design and specifications to identify potential construction issues
3. Prepare a detailed report to be submitted to the design team for review
4. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
5. Conduct thorough review of the construction plans and specifications.
6. Prepare a list of the following, including potential recommended corrections:
 - a. Difficulties of completing any element of construction;
 - b. Conflicts between elements or the environment;
 - c. Elements of construction that could be substituted with more efficient materials and associated methods;

- d. Elements of the construction that are not appropriately compensated by the bid schedule.
7. Verify through design support consultation that each identified item of concern is being interpreted properly.
8. Once a set of recommended corrections is developed, verify that time constraints do not impact their implementation.
9. Prepare a report of findings, and outline recommendations to reconcile issues discovered and generally to expedite the project.

Bidding Assistance

1. Willdan will provide engineering support during project bidding. During the Bidding Phase, Willdan Engineering will be available to answer questions regarding the technical provisions of the contract special provisions, the design drawings, or design issues brought up during the bidding process. The preparation of addenda regarding actual omissions or conflicts in the design will be prepared at no charge to the City.
2. Coordinate with City staff to place bid advertisement in local newspaper.
3. Attend and conduct pre-bid meeting.
4. Response to up to three requests for information (RFIs).
5. Issuance of up to two addendums during bid advertisement.
6. Attend bid opening.
7. Review the three lowest bids and their good faith DBE efforts.
8. Verify the low bidder's qualifications, prepare the bid summary, prepare a recommendation of contract award, and prepare the notice of award.

4. Construction Engineering

Resident Engineering

1. Conduct a thorough review of the soils report, construction plans and specifications. Review the schedule section of the proposed project specification for conformance with Caltrans standards.
2. Prepare a list of the following, including potential recommended corrections:
 - a. Difficulties of completing any element of construction;
 - b. Conflicts between elements or the environment;
 - c. Elements of construction that could be substituted with more efficient materials and associated methods;
 - d. Elements of the construction that are not appropriately compensated by the bid schedule;
 - e. Review project quantities and bid items. Provide review engineer's estimate of the proposed work;
 - f. Verify method for determining weather related construction delays is included in the contract.
 - g. Verify that specifications require Contractor to submit monthly schedule updates with progress payment requests, and weekly submission of 2-week look-ahead schedules.

- h. Verify that specifications include appropriate language requiring On-the-Job Training (if applicable).
 - i. Verify that specifications require Contractor to submit monthly schedule updates with progress payment requests, and weekly submission of 2-week look-ahead schedules.
 3. Verify through design support consultation that each identified item of concern is being interpreted properly.
 4. Once a set of recommended corrections is developed, verify that time constraints do not impact their implementation.
 5. Prepare a report of findings, and outline recommendations to reconcile issues discovered and generally to expedite the project.
 6. Provide a thorough review of the construction schedule.
 7. Coordinate design revisions, RFI's, and other appurtenant work.
 8. Assist the City with public awareness and in-formation program to keep residents and local stakeholders advised of project status along with the impacts to traffic flow circulation, including answering questions from the public about the project.
 9. Prepare the construction file. A copy of Willdan's LAPM file checklist is provided immediately following the Scope of Work section.
 10. Ensure that the contractor distributes public construction notices and places construction and information signs.
 11. Prepare special concerns to be presented at the preconstruction conference.
 12. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.
 13. Review contractor's safety program in consultation with City staff.
 14. Through Willdan's system of project control, monitor activities related to the project such that the project is constructed pursuant to contract documents, LAPM, and in a timely fashion.
 15. Log, track, review, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
 16. Closely review schedule and advise contractor to take action on schedule slippage.
 17. Document contractor's 20-day notices, mechanic's liens, and stop notices.
 18. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
 19. Prepare weekly statement of working days and submit to the contractor and the City.
 20. Provide monthly progress report. A sample of Willdan's monthly report can be provided upon request.
 21. Establish and conduct weekly construction progress meetings to:
 - Resolve all old business issues to the maximum extent possible
 - Address all items of new business as presented by any party
 - Review project schedule and address any deviations

- Review submittal log in terms of items needed and resubmittals required and re-view RFI, RFC, CCO, NCR, and NOPC logs
- List status of construction items recently undertaken or ongoing
- List planned construction items for the next two weeks, usually known as the two-week look ahead schedule
- Review SWPPP issues
- Review contractor's safety program
- Provide updated drawings listd/log.

Prepare minutes for the weekly construction progress meeting. A sample of Willdan's weekly meeting minutes can be provided upon request.

22. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
23. Evaluate and respond to the contractor's re-requests for clarification of plans and specifications.
24. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
25. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
26. Perform quantity, time, and cost analyses required for negotiation of contract changes. At the end of the project, provide a "balancing" change order to cover all bid items over/under their original bid amounts.
27. Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review. Review the Contractor's labor rate schedule for conformance with current prevailing wages. Utilize the Caltrans rate rental book ("Bluebook") for change order costs associated with equipment utilized on the project.
28. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
29. Maintain all data for change orders and record information with regard to the time of dispute, time of notification by the contractor, and action taken by the inspector.
30. Monitor materials documentation and testing results and enforce corrections.
31. Review for approval the contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over the amount with the contractor; and process payments through the City's project manager.
32. Monitor preparation of a punch list at substantial completion and follow up.
33. Routinely review construction files to ensure conformance to City standards and good construction management practice.
34. Ensure City received as-built set of drawings at completion.
35. Assist City with stop notices and release of retention. Verify lien releases have been received from contractor for all subcontractors and suppliers. Prepare and submit Notice of Completion.
36. Provide memorandum of clearance to issue the notice of completion.

37. Finalize and deliver all construction files and supplies to the City for their records.
38. Maintain a copy of all construction files and information as needed in the event of a Caltrans or FHWA pre-, mid-, or post-construction project audit, for a period of three years from Caltrans payment of the Final Invoice, or four years from the date of final payment under the contract, whichever is longer, in accordance with Chapter 19 of the LAPM.
39. On behalf of the City, attend and administer Caltrans or FHWA pre-, mid-, or post-construction project audits.

Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the resident engineer, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Provide Willdan's labor compliance manager with federally-compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review. Willdan's inspector will work with our Labor Compliance Manager to monitor and verify specified DBE's.
9. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
10. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with the contractor.
12. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
13. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
14. Ensure compliance of Underground Service Alert notification/delineation.
15. Evaluate the contractor's operation and production with respect to quality and progress and report to the resident engineer.
16. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of

each major operation of work each day, with increased detail in situations of potential changes or claims.

17. Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
18. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
19. Prepare and maintain detailed daily diary inspector reports on construction progress.
20. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
21. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly re-ports, working day reports, change order documentation, photographs, and other documentation.
22. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
23. Analyze delays and review claims on a timely basis and make recommendations to the construction manager.
24. Assist with the review and evaluation of change order work.
25. Provide complete measurements and calculations documented to administer progress payments.
26. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
27. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.
28. Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.
29. Prepare documentation for final payment to the contractor.
30. Upon project completion, provide the finished set of project workbooks to the City.

Caltrans Award and Invoicing Submittals

Award Submittal

1. Verify that a copy of the Notice of Pre-construction Meeting was sent to Caltrans.
2. Prepare LAPM Exhibit 15-L Local Agency Contract Award Checklist.
3. Prepare LAPM Exhibit 15-M Detail Estimate and Summary, and LAPM Exhibit 15-N Finance Letter based on the low bid.
4. Prepare LAPM Exhibit 15-B Resident Engineer's Construction Contract Administration Checklist to help the local agency with the administration of the Federal-aid project.
5. Submit to Caltrans DLAE Item Nos. 2 through 4 along with the following items provided by the City: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, executed contract, the as-advertised plans and specifications and LAPM Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) based on the low bid.

Progress and Final Invoicing

1. Prepare LAPM Exhibit 5-A Progress Invoice at least once every 6 months based on the following items provided by the City: consultant invoices, contractor's contract progress reports, and copies of cancelled checks to submit to Caltrans DLAE.
2. Monitor the Caltrans Local Assistance website for City projects with inactive obligations and notify City staff.
3. Prepare request for post-award adjustments if needed and submit to DLAE for approval prior to submitting Final Invoice, including revised LAPM Exhibit 15-M Detail Estimate, and LAPM Exhibit 15-N Finance Letter based on the final construction and consultant costs.
4. Prepare LAPM Exhibit 17-A Federal Report of Expenditures Letter and the Report of Expenditures Checklist based on the Statement of Working Days.
5. Prepare LAPM Exhibit 17-C Local Agency Final Inspection Form to initiate Caltrans' job site review and verification of completion of the project.
6. Prepare LAPM Exhibit 17-G Materials Certificate for Resident Engineer's signature to show that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.
7. Prepare LAPM Exhibit 5-A Final Invoice, LAPM Exhibit 15-M Final Detail Estimate and Summary, and LAPM Exhibit 17-E Change Order Summary based on the following items provided by the City: consultant final invoices, contractor's final contract progress report, release of retention or letter from Escrow, and copies of cancelled checks.
8. Submit to Caltrans DLAE Item Nos. 4 through 7 and attach the following items: LAPM Exhibit 17-F Final Report - Utilization of DBE, First Tier Subcontractors and LAPM Exhibit 17-O DBE Certification Status Change to initiate timely project closure and payment.
9. Following receipt of the final payment check from the State Controller's Office, include documents and submittals in a Federal Funding File and make a PDF formatted file on a CD for the City.

Labor Compliance Services

1. If applicable, attend pre-bid conference to present general requirements of bid preparation for the project.
2. Verify applicable wage determination 10 days prior to bid opening and document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by bidders.
3. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with State of California Contractors License Board and non-appearance on the Federal List of Parties Excluded (debarment list).
4. Review project specifications to assist City in determining the percentage of required DBE and trainee participation rates.
5. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors and prepare minutes and attendance record.
6. Verify and document jobsite posting of wage rate information and labor compliance posters.

7. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor weekly payroll documentation on a continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
8. Follow up with the contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies.
9. Coordinate withholding of progress and/or retention payments with City staff if contractor fails to abide by labor compliance requirements.
10. Receive, pursue, and document labor complaints and recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
11. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
12. Coordinate project file reviews by authorized county, state, and federal agencies.
13. Submit complete federal labor compliance file to City for retention. (Note: federal labor compliance files are to be retained for a period of not less than three years.)

DBE Compliance Services

1. Assist City in calculating project specific Disadvantaged Business Enterprise (DBE) goal for the construction contract.
2. Assist City in providing guidance to contractors regarding the procurement of DBE subcontractors.
3. Review three (3) lowest bids and assist City in analyzing DBE goal attainment and/or Good Faith Efforts (GFE) of those bidders.
4. Verify current DBE status of any contractor or subcontractor presented as a DBE.
5. Monitor utilization of specified DBE subcontractors throughout construction.
6. Obtain and review monthly and project-end DBE related documentation.

Geotechnical and Materials Testing

1. Review project plans and specifications. Willdan's geotechnical staff will provide quality assurance testing and monitoring of the contractor's material testing consultant.
2. Attend construction meeting, if needed.
3. Provide qualified Caltrans-certified soils technician to provide quality assurance monitoring of the contractor's operations including pavement operations and sidewalk subgrade preparations to perform as-needed field density tests and/or probing of subgrade and asphalt to document the quality of compaction for compliance with project specifications.
4. Report/provide update of ongoing tests, including compression testing of concrete cylinders (i.e., 7-day and off-schedule breaks)
5. Report laboratory test results, including 28-day break results for concrete cylinders.
6. Prepare and submit daily field testing and observation reports indicating information pertinent to the observations performed and their compliance or non-compliance with project documents and applicable codes. These will be provided to the City.

7. Provide technician coordination, dispatch, material engineering review, test reporting, quality assurance/control, and administrative support services
8. Prepare a final project certification document, if requested, upon project completion. This document will be prepared under the supervision of and signed by a California registered geotechnical engineer and will include daily reports summarizing construction activities, conclusions, and results of all tests and inspection. All non-conforming materials and steps taken to bring them into conformance will be noted.

Sample Checklist

CITY OF _____ FIELD FILE CHECKLIST	
Project: _____	
Project No. _____	
Federal/CDBG/OTHER No. _____	
1.0	<input type="checkbox"/> Correspondence A <input type="checkbox"/> Letters, memos and transmittals (most recent on top)
2.0	<input type="checkbox"/> Correspondence B 2.1 <input type="checkbox"/> Consumer complaints & responses 2.2 <input type="checkbox"/> 20-day Notices 2.3 <input type="checkbox"/> Stop Payment Notices
3.0	<input type="checkbox"/> Correspondence C 3.1 <input type="checkbox"/> Copy of AD advertising of the project (ARRA) 3.2 <input type="checkbox"/> City Council award (date) 3.3 <input type="checkbox"/> Notice of award 3.4 <input type="checkbox"/> Notice of pre-construction meeting 3.5 <input type="checkbox"/> Minutes of pre-construction meeting 3.6 <input type="checkbox"/> Notice to proceed 3.7 <input type="checkbox"/> Copy of signed and executed contract 3.8 <input type="checkbox"/> Preliminary and final punch lists with inspector's signature and date of completion 3.9 <input type="checkbox"/> List of project personnel with signatures (ARRA) 3.10 <input type="checkbox"/> Emergency contact information 3.11 <input type="checkbox"/> Medical facility map and directions 3.12 <input type="checkbox"/> Permits 3.13 <input type="checkbox"/> Right-of-way documents (if necessary) 3.14 <input type="checkbox"/> Certificate of posting with picture of job site and location of posted posters. (ARRA) 3.15 <input type="checkbox"/> Certificate of posting with picture of job site and location of project signs. (ARRA) 3.16 <input type="checkbox"/> Notice to property owners 3.17 <input type="checkbox"/> Notice of completion (ARRA) 3.18 <input type="checkbox"/> Federal aid amendment modification summary (ARRA) 3.19 <input type="checkbox"/> E-76 (ARRA) 3.20 <input type="checkbox"/> Environmental Report (ARRA)
4.0	<input type="checkbox"/> Construction Schedules 4.1 <input type="checkbox"/> Working day calendar 4.2 <input type="checkbox"/> Statement of working days
5.0	<input type="checkbox"/> Daily Construction Reports
6.0	<input type="checkbox"/> Equipment and labor reports. (ARRA)
7.0	<input type="checkbox"/> Employee Interviews. (ARRA)
8.0	<input type="checkbox"/> List of subcontractors. (ARRA)
9.0	<input type="checkbox"/> List of materials to be used with suppliers 9.1 <input type="checkbox"/> Material submittal log 9.2 <input type="checkbox"/> Submittals (separate tab for each submittal) with Certificate of Compliance.

Should have Certificate of Compliance for all manufactured items. Examples of required submittals/certs are listed below. Should have at least one alternate supplier for AC, PCC, and ARHM.	
1.0	<input type="checkbox"/> Construction Schedule
2.0	<input type="checkbox"/> Emergency Contacts
3.0	<input type="checkbox"/> Notice to the residents
4.0	<input type="checkbox"/> Concrete Mix 520-C-2500
5.0	<input type="checkbox"/> AC PG 64-10 "B" ¾" Irwindale Batch
6.0	<input type="checkbox"/> ARHM-GG ½" PG 64-16 Corona Drum
7.0	<input type="checkbox"/> Loop Wires
8.0	<input type="checkbox"/> Loop Sealant
9.0	<input type="checkbox"/> Loop stub-out patch
10.0	<input type="checkbox"/> Striping - Thermoplastic
11.0	<input type="checkbox"/> Striping RPMs
12.0	<input type="checkbox"/> SWPPP
13.0	<input type="checkbox"/> Requested data on AC and ARHM
14.0	<input type="checkbox"/> Class 2 base rock
10.0	<input type="checkbox"/> Project QAP, Testing, Materials. (Highlight all required tests and frequency for your specific project. 10.1 <input type="checkbox"/> Willdan Geotechnical Caltrans Certification 10.2 <input type="checkbox"/> Willdan Geotechnical Technician's Certifications 10.2 <input type="checkbox"/> Willdan Geotechnical Equipment Calibrations Certifications 10.4 <input type="checkbox"/> Materials testing worksheet - List of all required test, per QAP, for the specific project. 10.5 <input type="checkbox"/> Compaction testing (separate tab) SE etc. 10.6 <input type="checkbox"/> Run tape AC plant and field (separate tab) load tickets and mix designs 10.7 <input type="checkbox"/> Run tape PCC plant and field (separate tab) load tickets and mix designs 10.8 <input type="checkbox"/> Rock / base (separate tab) load tickets and mix designs <input type="checkbox"/> Pipe press tests (results) 10.9 <input type="checkbox"/> Pressure Test - Testing Worksheet 10.10 <input type="checkbox"/> Bac-T Testing 10.11 <input type="checkbox"/> Sewer test (results) - Have separate testing worksheet for main-line and manholes 10.12 <input type="checkbox"/> S.D. pipe (lay sheet, etc) 10.13 <input type="checkbox"/> Top soil (Class A, B, or C) 10.14 <input type="checkbox"/> Independent quality assurance reports (ARRA)
11.0	<input type="checkbox"/> Pay quantity progress payments (Must have all SIGNATURES)
12.0	<input type="checkbox"/> Bid Schedule 12.1 <input type="checkbox"/> Detailed estimate (ARRA) 12.2 <input type="checkbox"/> Finance letter (ARRA)
13.0	<input type="checkbox"/> Survey
14.0	<input type="checkbox"/> Contract Change Log - Should have separate tab for each change order. Each CCO shall include project memorandum, time and person notified, pictures, as-built documents, and extra work reports. Must have SIGNED copy of approved CCO.
15.0	<input type="checkbox"/> Specifications - Must have separate tab for each addendum.
16.0	<input type="checkbox"/> Photos

Claims Resolution Expertise

Willdan has veteran construction engineers on staff with extensive knowledge of how to quickly understand project field conditions and issues and mitigate those issues with practical, cost efficient solutions that will protect the City's liability exposure, while preserving the integrity of the contracted design. Our construction management staff is well versed in reviewing and analyzing critical path method schedules and time impact analysis submittals and in preparing recommendations and presentations on these issues, including utilizing the latest Primavera and Microsoft Project software.

One of the keys to resolving construction problems before they occur begins with a well defined work plan. As part of the previously described project-specific quality assurance plan, a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and a project schedule will be developed. The work plan will provide definitive directions to the project team as agreed to by the City.

The plan will address, at a minimum, project team meetings; effective communication mediums; and scheduled quality control processes.

Our construction management team will also perform a constructability review of the plans and specifications, including analysis of quantities; a check of construction phasing – specifically the traffic plans – and a full analysis of the contractor’s schedule.

Additionally, our construction manager will maintain a project first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues.

We are a team, and right is right and wrong is wrong for all parties. When this is established, it creates a fair environment for all and project success is achieved.

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

A Resolution To Approve The Proposal With The Engineering Firm Of Quad Knopf To Provide Environmental, Design Engineering, And Construction Management For The Congestion Mitigation Air Quality (CMAQ) Project North Warner Avenue From Drummond Avenue To West Howell Avenue And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide environmental, design engineering, and construction management for the CMAQ Project North Warner Avenue From Drummond Avenue To West Howell Avenue. The specific project includes paving an unimproved dirt road that runs north to south that will be 650 feet long and 32 feet wide. The proposed services are on a time and materials basis not to exceed.

Funds in the amount of \$272,076.00 should be made available through the reimbursable CMAQ Program.

Matching funds needed for this project are in the amount of \$81,025.00. This expenditure will be taken from TAB Funding.

Staff recommends that the City Council approves the proposal and authorizes the City Manager, Dennis Speer, to execute the agreement with the engineering firm Quad Knopf upon the City Attorney's review and approval.

FISCAL IMPACT: \$81,025.00

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution That Approves The Proposal With The Engineering Firm Of Quad Knopf To Provide Environmental, Design Engineering, And Construction Management For The Congestion Mitigation Air Quality (CMAQ) Project North Warner Avenue From Drummond Avenue To West Howell Avenue And Authorizes The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: July 16, 2014

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RESOLUTION NO. 14-XX

A RESOLUTION TO APPROVE THE PROPOSAL WITH THE ENGINEERING FIRM OF QUAD KNOFF TO PROVIDE ENVIRONMENTAL, DESIGN ENGINEERING, AND CONSTRUCTION MANAGEMENT FOR THE CONGESTION MITIGATION AIR QUALITY (CMAQ) PROJECT NORTH WARNER AVENUE FROM DRUMMOND AVENUE TO WEST HOWELL AVENUE AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT UPON THE CITY ATTORNEY'S REVIEW

WHEREAS, The City of Ridgecrest requires the services of an engineering consulting firm to provide environmental, design engineering, and construction management for the CMAQ Project North Warner Avenue From Drummond Avenue To West Howell Avenue; and

WHEREAS, specific project includes paving an unimproved dirt road that runs north to south that will be 650 feet long and 32 feet wide; and

WHEREAS, the proposed services are on an time and materials basis not to exceed; and

WHEREAS, the services are for the Congestion Mitigation Air Quality (CMAQ) and are for Two Hundred Seventy-two Thousand Seventy-six Dollars (\$272,076.00); and

WHEREAS, Matching funds needed for this project are in the amount of Eight One Thousand and Twenty-Five and zero cents (\$81,025.00) and this expenditure would be taken from TAB Funding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Authorizes the Approval of a Professional Services Agreement with the Consulting Firm of Quad Knopf; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the agreement upon the city attorney's review and approval of the agreement

APPROVED AND ADOPTED this 16th day of July 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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North Warner Street: Drummond Avenue to West Howell Avenue
Surface Unpaved Street

CONSULTANT AGREEMENT

As of _____, 20____, the **City of Ridgecrest**, hereinafter "City," and **Quad Knopf Inc.**, hereinafter "Consultant," agree as follows:

1. Purpose.

(a) Assistance for the preparation and provision environmental studies, permits, plans, specifications, engineering, bidding assistance, construction management, project closeout and final invoicing to Caltrans for the surfacing an unpaved road from North Warner Street from Drummond Avenue to West Howell Avenue.

(b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").

2. Services.

(a) The work to be performed by Consultant is specified in Exhibit "A," "Scope of Services," attached hereto and incorporated by reference.

(b) Services and work provided by the Consultant at City's request under this Agreement shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.

(c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.

3. Consideration.

(a) Subject only to duly executed change orders, it is expressly understood and agreed that the fee shall be based upon a time and materials not to exceed and in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of **Eighty-one Thousand and Twenty-Five dollars (\$81,025.00)**.

(b) The Consultant shall complete and submit an invoice showing date of work, description of work performed, amount of invoice and supporting documentation. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:

Mr. Dennis Speer
City Manager/Public Works Director
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

4. Term.



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This Agreement shall commence upon City's written authorization to proceed and shall continue until completion of the services described above and within Exhibit "A." Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to the City on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the City. If the City uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The City may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

6. Subcontracts.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City. Except as otherwise specifically approved by the City, the Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to the City by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between the City and any subcontractor with respect to services under this Agreement.

7. Independent Contractor.

The Consultant is an independent contractor, and not an employee of the City.

8. Indemnification.

Consultant shall, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any negligent act or omission to act, by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

9. Insurance.

(a) The Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.

(b) The Consultant shall provide the following coverages:



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(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. The Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) The City and its City Council Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its City Council Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the City, its City Council Members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the City, its City Council Members, officers, employees, agents and volunteers for any claims arising out of the work of the Consultant.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the City.

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative



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of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

(2) All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, Attention: Office Manager.

(d) All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the City as to the use of such insurer.

(e) The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. The Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by the City.

10. Disadvantaged Business Enterprises ("DBE")

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, Consultant must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting City's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

11. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at



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their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

12. Audits

Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by City to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

13. Safety

(a) Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City and/or its representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this contract, shall contain all of the provisions of this article.

14. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a



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federal court that orders Consultant to comply with an order of the National Labor Relations Board.

15. Statement of Compliance

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

16. Debarment and Suspension Certification

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal



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Highway Administration.

17. State Prevailing Wage Rates

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

18. Prohibition of Expending Funds for Lobbying

(a) Consultant certifies to the best of his or her knowledge and belief that:

(1) No state, federal, or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

(c) Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

19. Miscellaneous.

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City. These documents are instruments of service for this project only and are not intended or authorized for other use by City or third parties. Basic survey notes, sketches, charts, and computations shall be made available upon request to the owner without restrictions or limitations to their use. If the above-mentioned documents



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are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

(b) For a period of three years following receipt of final payment, Consultant will retain and make readily available to representatives of the EDA and the comptroller General of the United States monthly progress reports, invoices, and sponsor payments for the purposes of determining the grant funds available to the City were used to defray grant costs.

(c) Consultant shall not be responsible for the acts of omissions of any Contractor, any sub-contractor, or any of the Contractor's or sub-contractor's agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project, except insofar as such acts or omissions were or should have been observed and reported by an experienced and qualified design professional or by the full-time Resident Project Representation. The Contractor is solely responsible for constructions, means, methods, materials, techniques, sequences, and safety at the site.

(d) Neither party hereto shall assign, sublet or transfer interests hereunder without first obtaining written consent from the other party.

(e) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(f) Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

Dennis Speer
City Manager/Public Works Director
City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555-4054

Janel Freeman
Chief Financial Officer
Quad Knopf, Inc
5080 California Avenue, Suite 220
Bakersfield, CA 93309

(g) If an action at law or in equity is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

20. Integration.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

21. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.



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IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
City of Ridgecrest

By: _____
Dennis Speer, City Manager

APPROVED:

By:  _____
Janel Freeman, Chief Financial Officer

APPROVED AS TO FORM
City Attorney

By _____
Attorney

Detailed Scope of Work

Project Understanding

The City of Ridgecrest intends to pave North Warner Street between Drummond Avenue, a four-lane arterial, and West Howell Avenue using a Congestion Mitigation and Air Quality (CMAQ) grant. The current street is a 0.13-mile long, 14-foot wide unimproved dirt road that runs north and south. The proposed street will be 650 feet long and 32 feet wide. The street will tie into existing improvements at the intersection of Drummond Avenue and continue south to Howell Avenue. The improvements will be made to the center of the streets with no curb and gutter installation.

The street currently serves about 275 vehicle trips per day, with minimal pedestrians and bicycles. The street, which is surrounded by residential neighborhoods, vacant lots and professional office buildings, is used primarily by drivers traveling between Drummond Avenue and North Warner. With completion of the street segment, vehicle, pedestrian and bicycle trips are expected to increase.

Our previous experience with City staff and our involvement in the design of Downs Street and our current involvement with Sunland Avenue will assist to provide local knowledge from recent projects that will result in quality of work. Quad Knopf has completed the designs for the Downs Street projects from Drummond Avenue to Inyokern Road and recently completed the construction process for inspection services and Resident Engineer documentation in accordance with the Local Assistance Manual for Federally Funded Projects. We understand the unique challenges faced by the City of Ridgecrest and other desert communities. We are including requirements in the specifications regarding the acceptable temperature and wind conditions for paving as well as specific asphalt concrete and emulsion material testing requirements to address some of the issues encountered by the City in addition to the Caltrans standards.

The City has also updated its Quality Assurance Program (QAP) to be more appropriate for City projects and require more material acceptances through certificates of compliance. The revised requirements will be incorporated into our design plans and specifications.

It is understood that the City will provide existing plans, studies and pertinent information that are to be used by Quad Knopf for the design of Warner Street improvements along the current alignment and within the existing right-of-way. Some of the studies and information to be provided by the City includes:

- ◆ City will provide confirmation that the necessary right-of-way is already secured by the City.
- ◆ As-built plans for the streets (Drummond and Howell), Improvement plans for developments adjacent to Warner and any underground sanitary sewer and storm drainage plans along the Warner alignment.

If during the course of the project, it is determined that additional or supplemental studies or information is needed to complete the design of Warner Street, Quad Knopf will provide a separate proposal and fee for those additional or supplemental services.

Project Approach

Our approach and proposed scope of services is intended to provide the City of Ridgecrest with an overall project team that can perform environmental and street design services outlined in the RFP from the Preliminary Design Report, Environmental Compliance, Final Engineering Design Report, and Bid Documents. Utilizing all of the tools and processes identified in our previous SOQ, Quad Knopf will provide an overall project manager and team as described in the "Ability to Respond" section of this proposal.

We intend to prepare an environmental document as described in the scope of work that will cover the entire project to be designed by Quad Knopf.

We will provide construction plans appropriate for secondary street improvements including utility profiles with sufficient detail to allow the contractor to successfully bid and construct the project.

The improvement plans will be designed on 24"x36" plan and profile sheets with the appropriate level of information and detail to allow the contractor to construct the proposed new improvements, asphalt pavement sections, concrete surfacing, grading, drainage, street striping, signage, markings, sewer mains, and utility relocations required along the proposed roadway. These plans will include:

- ◆ Topographic survey information as described in the scope of work;
- ◆ Delineate existing pavement or concrete to be removed;
- ◆ Location, grade and elevations of new improvements;
- ◆ Roadway construction plans, construction details and traffic control plans; and
- ◆ Striping, signage, and marking plans.

As discussed in the Project Understanding, Quad Knopf will provide civil engineering design services, and environmental services under this proposal based on assumptions noted on the following scope of work, and the expectation that Quad Knopf will be able to provide engineering assistance to the City during the construction phase.

Scope of Work

Based on our Project description and our experience with the City of Ridgecrest, we propose the following scope of work to complete the anticipated project.

PHASE 1: REQUEST FOR AUTHORIZATION FOR PRELIMINARY ENGINEERING TO CALTRANS

Quad Knopf will complete the necessary forms for the request for authorization for Preliminary Engineering as outlined in the Local Assistance Procedures Manual. The forms will be given to the City for signature and submittal to Caltrans Local Assistance. Quad Knopf will respond to any questions, comments or corrections from Caltrans on the request for authorization.

PHASE 2: ENVIRONMENTAL COMPLIANCE, CIVIL ENGINEERING DESIGN, AND SURVEY SERVICES

Task 2.1 Environmental Compliance

Based on our understanding of the proposed street improvement project, it is anticipated that a Categorical Exemption under CEQA Guidelines Section 15301 (c) (repair/alteration to existing streets, sidewalks, gutters, bicycle trails, and similar facilities) will be the appropriate CEQA document for the project. Quad Knopf will prepare the Exemption and assist the City with processing. Quad Knopf also anticipates that a Categorical Exclusion with Technical Studies will be the appropriate NEPA document for the project. NEPA compliance will be processed through Caltrans and will consist of the following tasks:

Subtask 2.1.1 Field Review and Background Investigation

Quad Knopf proposes to prepare a Caltrans "Field Review" and prepare a Preliminary Environmental Study (PES) for the project. The procedure for completing the PES is described in the Local Assistance Procedures Manual (LAPM) and will be followed accordingly.

The PES consists of a four-step Preliminary Environmental Investigation process, and the completion of a PES form. An Area of Potential Effect Map will be prepared.

If the Preliminary Environmental Investigation indicates a potential for sensitive resources within the project area, Quad Knopf will conduct the appropriate technical/environmental studies in Task 2.1.2 to confirm the presence of resource(s) and determine the potential significant affect(s) of the project on the resource(s). A list of possible required technical studies is provided under Section C of the PES Form. The technical studies may include, but not be limited to a Natural Environment Study and Biological Assessment. Additional studies are not anticipated other than those listed in Task 2.1.2, however, if Caltrans requests additional studies, Quad Knopf can perform the additional work under a separate scope and fee.

Quad Knopf will follow the instructions for completing required technical studies that are contained in the Federal Highway Administration's (FHWA) Technical Advisory 6640.8A and Environmental Handbook Volume 1 Chapters 14, 15, and 20 and the Environmental Handbook Volumes 2 and 3. Quad Knopf will provide one (1) administrative draft version to the City for review and comment. Upon receipt of comments, we will incorporate necessary revisions and submit one (1) final version.

Subtask 2.1.2: Environmental Studies and Consultation with Regulatory Agencies

We anticipate the following environmental studies will be required:

- ◆ Biological Reconnaissance: A Biological Assessment (BA) and a Natural Environmental Study (NES) will be prepared to satisfy Caltrans NEPA requirements. Quad Knopf assumes that the project would disturb less than 0.1 acre of wetlands and therefore a wetlands delineation report would not be required.

Quad Knopf will consult with Caltrans staff during preparation of the required technical studies and assumes one (1) round of revisions will occur after formal submittal.

Task 2.2 Civil Engineering Design and Survey Services

Subtask 2.2.1: Preliminary Engineering and Survey Services Coordination

The preliminary and engineering survey services will be outlined in this task to establish the expectations of the project for the current proposed construction and the ultimate road construction. The kick-off and scoping meeting will be scheduled as soon as practical in order to review the project street, existing available City information, confirm the scope of work, confirm roles and responsibilities of City and project team members, and confirm the project schedule including submittals and review periods. In order to assure that the project starts off on the right direction, we will have key project team members present to meet with City staff and any other stakeholders deemed appropriate including utility company representatives. During this meeting we plan to discuss and accomplish the following:

- ◆ Confirm the scope of work to be performed and the project schedule;
- ◆ Verify City accepted street improvements standards and circulation goals for traffic, bicycle, and pedestrian flows.
- ◆ Determine existing available City information for each of the streets and delivery of such information to the project team including existing information described in the above Project Understanding section; and
- ◆ Establish the information to be included in the Preliminary Design Report.

During this task, we will collect and analyze the existing available information discussed in the kick-off/scoping meeting. We will contact the existing utility companies to obtain existing available information on their current facilities within the project limits.

Subtask 2.2.2: Engineer's Preliminary Design Report (10% PDR)

After completion of the Task 2.2.1 and based on the information from those tasks, Quad Knopf will prepare a report to be submitted to the City for review which will be the basis for the work to be performed in the preparation of the environmental documents, and the plans, specifications and estimates for the project outlined in the following tasks. Once the City has reviewed the initial submittal and returned any comments, we will prepare the final document and submit it to the City to document our understanding for completion of the project. This report will be revisited and updated with each scheduled submittal identified in the following tasks. The report will include the following information:

- ◆ Project description and Background;
- ◆ Purpose and Need for the project with associated levels of service.
- ◆ Incorporate survey information determined for right of way limits and existing monuments into a base map to determine projects constraints for the proposed alternatives.

Subtask 2.2.3: Engineer's Preliminary Design Report (30% PDR)

After completion of the Task 2.2.2 and determination of technical studies required for the design, Quad Knopf will incorporate the information provided by the City and update the PDR with additional technical studies.

- ◆ The PDR will include conceptual designs, findings, recommendations and detailed costs estimates;
- ◆ Existing utility improvements (valves, manholes, vaults, poles, etc.) based on existing available information;
- ◆ Current condition of surface drainage facilities (cross gutters, curb and gutters, etc.);
- ◆ Evaluate areas impacted by proposed alternatives such as median curb heights, pavement cross slopes, intersections, and setbacks;
- ◆ Evaluate the need for additional improvements such as curb and gutter, cross gutter, pave outs and curb return ramps at the tie in points of the project limits.

Subtask 2.2.4: Engineer's Preliminary Design Report (60% PDR)

After completion of the Task 2.2.3, Quad Knopf will incorporate the information provided by the City and update the PDR with revisions required to the alternatives and technical studies.

- ◆ Prepare 60% PDR with conceptual plans, and construction preliminary costs estimates for review and approval by the City of Ridgecrest. Comments received from the City will be reviewed and confirmed with the City prior to updating the PDR for a 60% deliverable.
- ◆ Comments to the technical studies and alternatives listed in the PDR will be organized on a spreadsheet to track the decision made at each milestone. The comments will also include responses to the methodology of design in order to facilitate the communication process.

- ◆ Conduct a progress meeting with the stakeholders to discuss updates and design parameters for the review of the City prior to finalizing the report.

Subtask 2.2.5: Final Engineer's Design Report (FDR)

After completion of the Task 2.2.4, Quad Knopf will incorporate the information provided by the City and complete the Final Engineer's Design Report (FDR) with revisions required to the alternatives and technical studies.

- ◆ Prepare Final Engineer's Design Report (FDR) with the preferred roadway alternative, and construction preliminary costs estimates for review and approval by the City of Ridgecrest.
- ◆ Conduct a final meeting with the stakeholders to ensure that updates and design parameters have been incorporated in the FDR.

Subtask 2.2.6: Geotechnical Investigation

During the preliminary design report, Quad Knopf will utilize BSK Associates for the geotechnical investigation consisting of the following:

- ◆ Field Exploration:
 - BSK will perform shallow borings to a depth of approximately 3 feet below grade using hand auger equipment. BSK will obtain bulk soil samples at each location to analyze for the pavement design. BSK will backfill each boring hole.
- ◆ Laboratory Testing:
 - BSK will perform R-Value tests on the subsurface soil and perform a soil cement mix design.
- ◆ Report Preparation:
 - BSK will provide recommendations on the asphalt concrete pavement section.

Subtask 2.2.7: Determine Right of Way and Monumentation

Quad Knopf will perform office research to determine the right of way limits and property monumentation that exists based on existing available information. This task will be completed in conjunction with the preliminary design report to identify right of way constraints for the proposed improvements for construction as follows.

- ◆ Right-of-way verification will consist of a review of existing available information from existing roadway right-of-way provided by the City, existing record of surveys, and topographic and boundary survey.
- ◆ A base map depicting the information collected will be prepared, which will consist of existing right-of-way information obtained during this phase by our Licensed Surveyor. The proposed improvements will be superimposed on the base map to show how the design will work within the existing constraints. This will demonstrate the locations where there are problems with alignment and the proposed curb-to-curb width as well as any related right-of-way issues for the current road width proposed and for the ultimate build out.

Subtask 2.2.8: Boundary and Topographic Survey

Based on the information developed in the Preliminary Design Report (PDR), Quad Knopf will begin developing a topographic survey with incorporation of monuments confirmed in the field and used for the boundary survey.

- ◆ A topographic and boundary survey will be provided which will allow for design and construction of anticipated pavement improvements along with associated concrete improvements such as curb, gutter, sidewalk, curb return ramps, and utility surface improvements within the existing right-of-way. The topographic and boundary information will include:
 - Street centerline control and existing street rights-of-way in the project area from record data and existing monumentation;
 - Perform a horizontal and vertical control survey of proposed project alignment, in order to bring all data onto same datum;
 - Obtain sufficient information to map existing facilities and surface features as identified in the RFP, to facilitate the design of anticipated street improvements mentioned earlier in this paragraph and in the Project Understanding and Project Approach.

Subtask 2.2.9: Utility Coordination

Quad Knopf will provide Utility Coordination Services in support of our services on this project. Existing buried utility locations will need to be identified early in the design phase in order to determine if potential conflicts exist with the construction of the project requiring adjustments or relocations, and aid in the design.

Early coordination efforts have been proven to reduce costly delays during the construction phase of a project. Identifying conflicts in the design phase, rather than in the construction phase can assist with keeping a project on schedule. The utility research and coordination effort will include both a written and personal contact process, and will include the following tasks:

- ◆ Request utility plat maps showing locations of existing infrastructure for the purpose of locating facilities, coordinating potential relocations, and to aid in the preliminary design phase of the project.
- ◆ Field verify utility locations, if required.
- ◆ Identify potential conflicts.
- ◆ Prepare and submit a Letter of Notification to each utility advising them of the City's intention to construct the improvements.
- ◆ Submit Improvement Plans to the respective utility (power, phone, gas, water, & cable TV) companies with a Owner Notification Letter.
- ◆ Request each utility review the Improvement Plans and provide a response back to Quad Knopf should they determine the project(s) jeopardizes the integrity of their infrastructure.
- ◆ Prepare and process agreements, as required, with each utility to confirm the commitments of each utility for relocation, adjustment, modification and/or protection of their facilities during construction. (City will provide the letter agreement form to be used.)

- ◆ Any plans for relocation, adjustment, modification, and/or protection prepared by the utility company will be included for reference in the bid documents.
- ◆ Coordinate required relocations with affected utilities prior and/or during construction, as required.
- ◆ Complete required applications for the new service connections, and/or relocations, as required.

Subtask 2.2.10: Engineering Plans, Specifications, and Cost Estimates (PS&E)

Based on the information determined in the Engineer's Final Design Report (FDR Task 2.2.5), and field surveys (Tasks 2.2.7 and 2.2.8), Quad Knopf will begin preparation of the final designs and construction documents. For purposes of this proposal, we have assumed that the plans will be prepared in accordance with the Project Understanding and Project Approach in the previous sections.

Preparation of the plans, specifications and construction costs estimates will include:

- ◆ Design improvements for all items listed in the RFP including plan sheets as preferred by the City showing limits of grinding, concrete improvements (curb, gutter ramps, etc) existing water and sewer mains, existing dry utilities, paving plans, traffic control striping, signage and markings.
- ◆ Prepare 30% and 60% PS&E: Prepare plans, specifications, and construction costs estimates (PS&E) to both the 30% and 60% level based on the approved project scope, PDR and FDR for review and approval by the City of Ridgecrest. Comments received from the City will be reviewed and confirmed with the City prior to updating the plans, specifications or estimates. Once the plans, specifications, and estimates have been updated and prepared to the next submittal level, they will be resubmitted to the City for review along with the City's marked set and comments. It is anticipated that the PS&E documents will be prepared concurrently with the PDR and FDR preparation, and that the PS&E documents will be at the 60% level upon approval of the FDR.
- ◆ Prepare Final (100%) PS&E: Prepare final plans, specifications, and construction costs estimates (PS&E) to the 100% level and address comments received from the 60% PS&E to be reviewed and approved by the City of Ridgecrest.

PHASE 3: REQUEST FOR AUTHORIZATION FOR CONSTRUCTION TO CALTRANS

Quad Knopf will complete the necessary forms for the request for authorization for Construction as outlined in the Local Assistance Procedures Manual. The forms will be given to the City for signature and submittal to Caltrans Local Assistance. Quad Knopf will respond to any questions, comments or corrections from Caltrans on the request for authorization.

PHASE 4: CONSTRUCTION ENGINEERING

Task 4.1: Final Plans and Specifications for Bid Documents

After the final environmental compliance approval has been obtained from the Caltrans and the E76 authorization for construction has been received, Quad Knopf will make any additional changes to the plans and specifications to reflect any additional mitigation to the improvement plans for development of the bid documents. Quad Knopf will provide digital and hard copies of the bid documents (final plans and specifications) as follows.

- ◆ Prepare and submit the PS&E package with approved signed plans on 24"x36" sheets on bond paper, one unbound signed set of specifications and bid documents, and a disc containing the entire PS&E package in pdf format.

Task 4.2 Construction Management/Engineering

Subtask 4.2.1: Bid Assistance

We will assist the City of Ridgecrest in soliciting bids from contractors for the projects. Quad Knopf will prepare any addendum required, attend the pre-bid meeting and associated job walks. Quad Knopf will review and evaluate the bid results of all bidders, including verifying that the three lowest bidders are qualified. This will include verifying licensing and qualifications of the three lowest bidders, good faith DBE efforts, and preparing a recommendation of award to the lowest responsible bidder for the project.

The following services listed in Section II – Scope of Work of the RFP will be included in this task:

- ◆ Coordination with Quad Knopf design team with any design revisions, additions, questions, RFI's, construction disputes, etc.
- ◆ Attend pre-bid and site walk meeting
- ◆ Review three lowest bids and their good faith DBE efforts
- ◆ Verify low bidder's qualifications
- ◆ Prepare bid summary
- ◆ Prepare recommendation for award of contract
- ◆ Prepare Notice of Award
- ◆ Prepare and send award package to Caltrans

After the award of the project Quad Knopf will prepare and transmit the contract documents to the contractor. After the contractor has executed the documents, Quad Knopf will review the contracts, bonds and insurance and forward the contracts to the City Attorney for review and execution by the City of Ridgecrest.

Subtask 4.2.2: Construction Management and Contract Administration

Following the execution of the contracts by the City, Quad Knopf will forward a notice to proceed to the contractor and schedule a preconstruction meeting with City representatives, Quad Knopf representatives, the Contractor and his sub contractors. The purpose of the meeting will be to discuss the project details and any special requirements of the City, contractor, testing labs and project engineer. This meeting provides an opportunity for all the parties involved to discuss the project and their expectations, the contractor approach and review his preliminary schedule.

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

During the course of construction Quad Knopf will perform construction management, which includes, schedule and submittal reviews, payment request reviews and recommendations, negotiating and recommending contract change orders, and conflict resolution between contractor and the City. Quad Knopf

will provide labor compliance which will include review of certified payroll for the project, and conducting employee interviews during construction. The above described services and the following services listed in Section II – Scope of Work of the RFP will be included in this task:

- ◆ Prepare for and attend pre-construction meeting
- ◆ Review contractor's schedule and schedule of values' monitor progress and require schedule updates
- ◆ Prepare agenda for and chair weekly construction coordination meetings; prepare minutes
- ◆ Obtain & review contractor's rate sheet for T&M work.
- ◆ Agree upon source for weather forecast and criteria for establishing a weather delays in advance of storms.
- ◆ Prepare and update drawing revision log
- ◆ Log, review and respond to contractor's submittals
- ◆ Log, review and respond to contractor's Request for Information (RFI's)
- ◆ Log, Review and process contractor's change order request; prepare change order for Owner & Contractor approval, if applicable.
- ◆ Establish and maintain weather day log.
- ◆ Comply with reporting requirements to Caltrans/FHWA for funding. This is understood to include monitoring of construction, area traffic control, environmental mitigations compliance, coordination of materials testing, preparation of monthly reports and coordination with Caltrans District office of Local Assistance.
- ◆ Review the Contractor's Quality Assurance Program reports and perform (via sub consultant) additional quality assurance testing of soils and materials as may be needed. Report all findings as required.
- ◆ Review and sign daily inspection report and prepare weekly Resident Engineer diary/report
- ◆ Preview material submittals and various other construction related items
- ◆ Resident Engineer Field visits to job site during construction
- ◆ Respond to various issues that may arise during construction
- ◆ Provide communication and correspondence with Contractor and Caltrans
- ◆ Review certified payroll submittals from contractor & subcontractors
- ◆ Conduct contractor employee interviews & document
- ◆ Review and verify progress & final payments requests by contractor; make recommendations for payment or denials
- ◆ Following City authorization, process progress & final payment requests

Copies of the following Quad Knopf sample construction management documents can be made available for your review:

- ◆ Construction Services File Setup;
- ◆ RFI Log form;
- ◆ Submittal Log form;
- ◆ Progress Payment Tracking form; and
- ◆ Contract Change Order form.

These can be modified as needed to meet the City's and/or Caltrans' specific needs.

Subtask 4.2.3: Field Services during Construction

Quad Knopf will provide a field construction observer during the project. The observer will observe and monitor the project; prepare site observation reports on the progress of the work, that will include manpower, equipment and weather; gather certificate of compliance documents and material weight tags. Our field observer will also coordinate with the BSK & Associates, our Geotechnical Consultant, for all acceptance testing.

This task is intended to satisfy the services shown under Item #4b of Section II – Scope of Work of the RFP and shown below:

- ◆ Perform technical inspection services for asphalt placement, concrete construction and earthwork activities.
 - Perform inspection services, daily reports, materials, subcontractors, equipment, manpower, weather, activities, etc

Subtask 4.2.4: Quality Assurance Testing

BSK Associates will provide the construction materials assurance testing (“testing the tester”) in accordance with the project specifications and the City’s current QAP as described in Item #4b of Section II – Scope of Work of the RFP. The scope of services will consist of the following:

- ◆ Soils and materials sampling as required by the project;
- ◆ Associated laboratory testing; and
- ◆ Report summarizing the test results.

Subtask 4.2.5: Close-out Documents

At the completion of the project Quad Knopf will schedule the final inspection, prepare the notice of completion and review the final pay request. Quad Knopf will also gather the record drawings from the contractor and prepare a digital record of the complete project. The digital record will be compatible with AutoCAD Civil 3D version 2012. The digital files will be provided by the City from the design engineer. In addition to the digital drawings, a 24”x36” stamped mylar original of the plans will be produce from the Cities records.

Quad Knopf will also provide services required to provide Caltrans with the files and information required to for pre, mid and post project audits. This includes attendance at meetings with Caltrans for these three meetings.

The services provided under this task are listed in Section II – Scope of Work of the RFP and are shown below:

- ◆ Prepare final balancing change order
- ◆ Field review completed project construction and create punch list
- ◆ Process & complete Caltrans report and other paperwork
- ◆ Prepare contractors and consultants invoices for submittal to Caltrans
- ◆ Prepare file and information for Caltrans pre, mid & post construction audits
- ◆ Attend and administer any Caltrans pre, mid & post project audits
- ◆ Prepare Notice of Completion
- ◆ Perform project Closeout to Caltrans
- ◆ Prepare As-Built drawings, submit on 24” x 36” mylars stamped and signed, also in digital format compatible with Auto Cad Civil 3D version 2012.

Schedule

Based on review of the RFP and the CMAQ application, Quad Knopf can complete the above services within the timeframe shown in the CMAQ application for environmental studies, CEQA/NEPA documents, and PS&E documents. A detailed schedule will be provided based on the actual start date.

The anticipated schedule for the project is shown below:

North Warner Street (Drummond Avenue to Howell Street) – CMAQ Grant	
PHASE 1: REQUEST FOR AUTHORIZATION FOR PRELIMINARY ENGINEERING	
RFA Package	5 days
PHASE 2: ENVIRONMENTAL COMPLIANCE, CIVIL ENGINEERING DESIGN, AND SURVEY SERVICES	
Task 2.1 Environmental Compliance	
Environmental Reporting and Compliance Requirements	30 days
Presentations to City Staff	2 days
Task 2.2 Civil Engineering Design and Survey Services	
Preliminary Engineering and Survey Services	10 days
10% Deliverable of Engineer's Preliminary Design Report	5 days
30% Deliverable of Engineer's PDR	15 days
60% Deliverable of Engineer's PDR	15 days
100% Deliverable of Final Engineer's Design Report	5 days
Exhibits, Renderings and Presentations to City Staff	4 days
Geotechnical Investigations	20 days
Determine Right of Way and Monumentation	5 days
Utility Coordination	15 days
Engineering PS&E	30 days
PHASE 3: REQUEST FOR AUTHORIZATION FOR CONSTRUCTION TO CALTRANS	
RFA Package	5 days
PHASE 4: CONSTRUCTION ENGINEERING	
Task 4.1 Construction Management/Engineering	
Plans and Specifications for Bid Documents	7 days
Pre-bid Services	5 days
Bidding Phase	30 days
Award Phase & Contract Execution	15-30 days
Construction [per final contract documents]	60 days
Close-out period	30 days
Total for Critical Path Schedule	328 business days

Detailed Scope of Work

The schedule shown for each phase only reflect the estimated timeframe for work to be completed by Quad Knopf staff and sub-consultants, and does not include outside factors during the review process by agencies and the stakeholders. Days listed are business days and do not reflect the actual hours that will be billed to the project.

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: A Resolution To Amend The Professional Services Agreement With Willdan Engineering For The Additional Design, Right Of Way And Environmental Services Of The Drummond Avenue Widening Project Between Downs Street And Inyo Street And Authorize The City Manager, Dennis Speer, To Execute This Agreement

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:
The City of Ridgecrest is proposed to widen Drummond Avenue between Downs Street and Inyo Street with funds by the Highway Safety Improvement Program (HSIP) administered by Caltrans. This Professional Services Agreement was for the preparation and provision of environmental studies, survey, design drawings, specifications that will comply with City, State, and Federal requirements.

The amended contract will allow Willdan Engineering to pursue two NEPA documents for the area due to Caltrans wanting a Cultural and Archeological Study and also to Prepare the Right of Way on the Southwest Corner of Drummond Avenue to Downs Avenue.

The work provided under this agreement will enable this project to advance to the construction phase with a request for authorization to proceed with this phase pursuant to any available funds.

The proposed fee to complete the scope of work is \$14,190.00. These funds would be taken from the Measure L Funding for Fiscal Year 14/15 from account 001-4720-410-2106 20 MSRL and transferred to 018-4760-430-2106 ST1303.

Staff recommends that the City enter into a Professional Services Agreement with Willdan Engineering for the preparation and provision of environmental studies, survey, design drawings, specifications for this street widening project.

FISCAL IMPACT: \$14,190.00

Reviewed by Finance Director

ACTION REQUESTED:
Adopt A Resolution To Amend The Professional Services Agreement With Willdan Engineering For The Additional Right Of Way And Environmental Services Of The Drummond Avenue Widening Project Between Downs Street And Inyo Street And Authorize The City Manager, Dennis Speer, To Execute This Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: July 16, 2014

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RESOLUTION NO. 14-XX

A RESOLUTION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR THE ADDITIONAL DESIGN, RIGHT OF WAY AND ENVIRONMENTAL SERVICES OF THE DRUMMOND AVENUE WIDENING PROJECT BETWEEN DOWNS STREET AND INYO STREET AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THIS AGREEMENT

WHEREAS, The City of Ridgecrest is proposing to widen Drummond Avenue between Downs Street and Inyo Street with funds by the Highway Safety Improvement Program (HSIP) administered by Caltrans; and

WHEREAS, the City of Ridgecrest is required to complete the environmental compliance and right of way phases of the project prior to requesting construction authorization; and

WHEREAS, The amended contract will allow Willdan Engineering to pursue two NEPA documents for the area due to Caltrans wanting a Cultural and Archeological Study; and

WHEREAS, Willdan Engineering will Prepare a the Right of Way document on the Southwest Corner of Drummond Avenue to Downs Avenue; and

WHEREAS, the proposed fee of \$14,190.00 is within the budget for these services and being expended from the Measure L Funding for Fiscal Year 14/15 from account 001-4720-410-2106 20 MSRL and transferred to 018-4760-430-2106 ST1303.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Authorize the Amended Professional Services Agreement with the Consulting Firm of Willdan; and
2. Authorize the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorize the City Manager, Dennis Speer, to execute the agreement upon the city attorney's review and approval of the agreement

APPROVED AND ADOPTED THIS 16th day of July by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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June 18, 2014

Mr. Loren Culp
City Engineer
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

Subject: Proposal to Provide Additional Right of Way Engineering and Environmental Services for Drummond Avenue Widening

Dear Mr. Culp:

Willdan Engineering is please to submit this proposal to provide additional right of way engineering and environmental services for the Drummond Avenue project. The southwest corner of Drummond Avenue and Downs Street has ultimate street improvement constructed, during right of way research, we noted the ultimate right of way for this property APN 456-01-04 was never dedicated even though it was a condition of approval for the development as City records showed and is required for the Drummond Avenue improvements. Furthermore, the City has requested we pursue two NEPA approvals, one for the interim condition (Alternative C) and the second being the ultimate condition (Alternative A). The project has received NEPA approval for the interim condition, but Caltrans has requested a Cultural and Archeological Study be prepared for NEPA ultimate conditions (Alternative A) prior to approval. The following is our scope and fee:

ENVIROMENTAL

1. Prepare APE Map and perform Archaeological Records Search.
2. Provide Native American Consultation and limited Historic Background Research
3. Perform Field Survey of project site
4. Preparation of the HPSR and ASR drafts for review
5. Preparation of the HPSR and ASR finals upon receipt of comments

Having completed earlier studies in Ridgecrest, McKenna et al. will consult with the Caltrans Archaeologist to insure the level of reporting is acceptable prior to the submittal.

RIGHT OF WAY ENGINEERING

1. Prepare Legal Description and Platt for APN 456-01-04, southwest corner of Drummond Avenue and Downs Street

Appraisal Services

The Kiley Company, Certified Real Estate Appraisers, will inspect and review the property ensuring that each assignment is given the highest personal and professional attention. The

combination of experienced appraisers and personal review by the lead MAI ensures rapid turn-around time and maintains the highest quality work for its clients.

1. Three original copies of the individual appraisal reports as well as the original Summary Statements of Basis for Just Compensation will be provided. A PDF version of each report, in a format acceptable to the Client, will be available upon request.
2. Appraisal reports will be delivered and completed during a time period of 30 days from the date of authorization. If there are project delays or changes to the project or maps by the client or delays by property owners for inspections, delivery dates may be adjusted accordingly.

The fees provided include; preparation of an appraisal report for each property as described above, personal inspections of the subject properties, two meetings regarding the project; and one set of changes during the review process.

The reports will be prepared in a summary report format and will be prepared in conformity with the standards of California Eminent Domain Law, USPAP, and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

Right-of-Way Acquisition

Spectrum will conduct negotiations for the acquisition of each right of way in compliance with 49 CFR, Part 24, and/or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, January 2005, effective February 3, 2005, (URA) and in accordance with City policies and procedures:

Prepare individual acquisition files for the property owners, review title and appraisal reports, legal descriptions, and title research; and review additional documents as needed. Caution will be taken to observe errors in any of the supplied documentation and to immediately report any situation which might cause further concerns to the title companies, appraisers and the Client.

1. Spectrum will set up appointments to personally present offers whenever possible, unless owner(s) is (are) out of-state or chooses otherwise. In those cases, the offers to purchase will be discussed on the telephone and then sent via return-receipt requested, Certified Mail.
2. Additional documented contacts with the owner(s) will be made to complete negotiations and to obtain the owner's signature of acceptance. Spectrum will explain the appraisal; answer questions which can be answered readily; write down concerns and questions, which require further information; and respond, either by telephone, in letter format or by a future appointment. The Client's Property Administrator will be kept informed and asked to authorize agreed upon responses. Negotiations will be in compliance with City guidelines.
3. Diaries will be maintained in each file with recordings of all contacts with owners and other parties related to that particular transaction.
4. Closed acquisition files will be secured and maintained at Spectrum's office for sponsor and/or Client audit purposes.
5. Regular status reports will be provided to the Client; and meetings will be attended with Client staff as requested.

June 19, 2014
Page 3

FEE

Willdan Engineering's not-to-exceed fee for the scope outlined above is **\$14,190** based on the enclosed breakdown.

Willdan Engineering appreciates this opportunity to be of continuous service to the City of Ridgecrest. We recognize the importance of this project to the City and are committed to realizing its timely and successful completion. Should you have any questions regarding this proposal, please contact Ms. Vanessa Muñoz, PE, TE, PTOE at (562) 908-6225 or vmunoz@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

A handwritten signature in blue ink, appearing to read 'V. Muñoz', is written over the company name.

Vanessa Muñoz, PE, TE, PTOE
Deputy Director of Engineering

Enclosure

91005/06-160/P14-111_9688

CITY OF RIDGECREST STREET IMPROVEMENT DESIGN
 PROPOSED HOURS AND FEE SCHEDULE
 Drummond Avenue Widening Project

WILLDAN ENGINEERING		Deputy Director	Principal Project Manager	Principal Planner	Sr. Survey Analyst	Sub-Consultant	Direct Expenses	Total Hours	Total Fee
Rate:		\$180	\$180	\$150	\$130				(\$)
SUMMARY TASK		HOURS							
ENVIRONMENTAL COMPLIANCE									
NEPA									
Phase I Cultural Resources Study and APE				8		\$4,730		8	5,930.00
Subtotal		0	0	8	0	\$4,730	\$0	8	5,930.00
DESIGN ENGINEERING									
Right of Way Engineering									
Legal and Plat			2		8			10	1,400.00
Appraisal and Acquisition		2				\$6,500		2	6,860.00
Subtotal		2	2	0	8	\$6,500	\$0	12	8,260.00
								Contract Amount	113,059.00
								Additional Scope Subtotal	14,190.00
Amended Contract Amount									127,249.00

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: A Resolution To Amend The Professional Services Agreement With Willdan Engineering For The Additional Design Services For The Upgrade Of 12 Intersection Signs And Street Striping Project To Include Norma Street Between Drummond Avenue And Inyokern Road And Authorize The City Manager, Dennis Speer, To Execute This Agreement

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest is proposed to design services for the Upgrade of 12 Intersection Signs and Street Striping Project. The City is proposing a project limit revision to include Norma Street between Drummond Avenue and Inyokern Road. The reason for the change in the scope is to ensure that the City makes full use of the funds by the Highway Safety Improvement Program (HSIP) administered by Caltrans. The new scope will utilize the entire HSIP grant money.

The amended contract will allow Willdan Engineering to prepare detailed construction plans (2 sheets) for the signing and striping along the corridor on Norma Street between Drummond Avenue and Inyokern Road; modify contract documents to incorporate new projects limits into technical specifications, and revise the engineer's estimate.

The work provided under this agreement will enable this project to advance to the construction phase with a request for authorization to proceed with this phase pursuant to any available funds.

The proposed fee to complete the scope of work is for \$6,670.00.00. These funds would be taken from the Measure L Funding for Fiscal Year 14/15 from account 001-4720-410-2106 20 MSRL and be transferred to 018-4760-430-2106 ST1307.

Staff recommends that the City enter into the amended Professional Services Agreement with Willdan Engineering for the limited revision of the Upgrade of 12 Intersection Signs and Street Striping Project to include Norma Street between Drummond Avenue and Inyokern Road and Authorize the City Manager, Dennis Speer, to execute this agreement.

FISCAL IMPACT: \$6,670.00

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution To Amend The Professional Services Agreement With Willdan Engineering For The Additional Design Services For The Upgrade Of 12 Intersection Signs And Street Striping Project To Include Norma Street Between Drummond Avenue And Inyokern Road And Authorize The City Manager, Dennis Speer, To Execute This Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: July 16, 2014

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RESOLUTION NO. 14-XX

A RESOLUTION TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH WILLDAN ENGINEERING FOR THE ADDITIONAL DESIGN SERVICES FOR THE UPGRADE OF 12 INTERSECTION SIGNS AND STREET STRIPING PROJECT TO INCLUDE NORMA STREET BETWEEN DRUMMOND AVENUE AND INYOKERN ROAD AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THIS AGREEMENT

WHEREAS, The City of Ridgecrest is proposed to design services for the Upgrade of 12 Intersection Signs and Street Striping Project; and

WHEREAS, The City is proposing a project limit revision to include Norma Street between Drummond Avenue and Inyokern Road; and

WHEREAS, The reason for the change in the scope is to ensure that the City makes full use of the funds by the Highway Safety Improvement Program (HSIP) administered by Caltrans

WHEREAS, The amended contract will allow Willdan Engineering to prepare detailed construction plans (2 sheets) for the signing and striping along the corridor on Norma Street between Drummond Avenue and Inyokern Road; modify contract documents to incorporate new projects limits into technical specifications, and revise the engineer's estimate; and

WHEREAS, The proposed fee to complete the scope of work is for \$6,670.00.00.

WHEREAS, These funds would be taken from the Measure L Funding for Fiscal Year 14/15 from account 001-4720-410-2106 20 MSRL and be transferred to 018-4760-430-2106 ST1307.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Authorizes the Amended Professional Services Agreement with the Consulting Firm of Willdan Engineering; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the agreement upon the city attorney's review and approval of the agreement

APPROVED AND ADOPTED THIS 16th day of July by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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June 12, 2014

Mr. Loren Culp
City Engineer
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

Subject: Proposal to Provide Additional Engineering Services for the Upgrade of 12 Intersection Signs and Street Striping

Dear Mr. Culp:

Willdan Engineering is please to submit this proposal to provide additional design services for the Upgrade of 12 Intersection Signs and Street Striping project. The original proposal included the design of signing and striping for 12 intersections, however, we understand the City is requesting a project limit revision to include the original scope of work and add the re-striping of Norma Street between Drummond Avenue and Inyokern Road (5,300 feet, 2 sheets) and not just the intersections as the original scope included. The reason for the change in the scope is to ensure the City makes full use of the HSIP grant money. The original scope of work proposed for the grant will not utilize the entire HSIP grant money, therefore increasing the project limits will ensure the City utilizes the money allocated for the grant.

The following is our scope and fee:

DESIGN

1. Prepare detailed construction plans for proposed signing and striping improvements for Norma Street between Drummond Avenue and Inyokern Road. Signing and striping plans will be prepared at a 40 scale and on 22-inch by 34-inch layout and will be submitted half size and full size on bond at 100-percent design for City review and comment. Final approved drawings will be submitted on Mylar, wet signed by the Engineer of Record.
2. Modify contract documents to incorporate new project limits including technical specifications.
3. Revise Engineer's Estimate to incorporate revised project scope.

FEE

Willdan Engineering's not-to-exceed fee for the scope outlined above is **\$6,670** based on the enclosed breakdown.

June 12, 2014

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Willdan Engineering appreciates this opportunity to be of continuous service to the City of Ridgecrest. We recognize the importance of this project to the City and are committed to realizing its timely and successful completion. Should you have any questions regarding this proposal, please contact Ms. Vanessa Muñoz, PE, TE, PTOE at (562) 908-6225 or vmunoz@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

A handwritten signature in blue ink, appearing to read 'V. Muñoz', is positioned above the typed name.

Vanessa Muñoz, PE, TE, PTOE
Deputy Director of Engineering

Enclosure

91005/06-160/P14-104_9642

**CITY OF RIDGECREST STREET IMPROVEMENT DESIGN
PROPOSED HOURS AND FEE SCHEDULE
Upgrade 12 Intersection Signs and Street Striping Project**

WILLDAN ENGINEERING		Deputy Director	Special Funding Engineer	Principal Planner	Sr Design Engr II	Technical Aide	Admin Clerical	Sub-Consultant	Direct Expenses	Total Hours	Total Fee
Rate:		\$180	\$180	\$150	\$130	\$85	\$65				(\$)
SUMMARY TASK											
HOURS											
Subtotal		0	0	0	0	0	0	\$0	\$0	0	\$0
Plans Preparation											
Title (1 Sheet)										0	\$0
Signing & Striping Plans (2 sheets)		1			17	40				58	\$5,790
Street Improvement Plan (1 sheet)										0	\$0
Subtotal		1	0	0	17	40	0	\$0	\$0	58	\$5,790
Complete Specifications											
60% Specifications										0	\$0
100% Specifications		1			2					3	\$440
Subtotal		1	0	0	2	0	0	\$0	\$0	3	\$440
Engineer's Cost Estimate											
60% Estimate										0	\$0
100% Estimate		1			2					3	\$440
Subtotal		1	0	0	2	0	0	\$0	\$0	3	\$440
Subtotal		0	0	0	0	0	0	\$0	\$0	0	\$0
Project Total		3	0	0	21	40	0	\$0	0	64	\$6,670

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Receive and File City Financial Report of Measure 'L' Funds for Fiscal Year 2012-2013

PRESENTED BY:

Rachelle McQuiston, Finance Director/Agency Treasurer

BACKGROUND:

Pursuant to Council request, the Director of Finance has prepared a Financial Report of Measure 'L' revenue and expenses.

FISCAL IMPACT:

No Fiscal Impact

Reviewed by Finance Director

ACTION REQUESTED:

Receive and File

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Rachelle McQuiston Finance Director

Action Date: 07/16/2014

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MEASURE L REVENUE **1,499,559.73**

MEASURE L EXPENSE

GENERAL GOVERNMENT

CA BOARD OF EQUALIZATION 15,383.95

POLICE

SALARIES AND WAGES 443,473.35

BENEFITS 226,634.59

MEDICAL & LAB SERV 4,087.60

LEGAL FEES - TRIAL 57,566.76

ADVERTISING (RECRUITMENT) 354.85

PASSENGER VEHICLE- 72,060.80

RADIO EQ, PAGERS & 5,245.63

CARRYOVER RESERVE 76,557.00

TRANSFER TO FUND 2

STREETS TRANSFER 598,195.00

TOTAL EXPENSES AND RESERVE **1,499,559.53**

NET DIFFERENCE IN REVENUE LESS EXPENSE **0.20**

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/HOUSING
AUTHORITY/FINANCING AUTHORITY AGENDA ITEM**

SUBJECT:

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of July 2, 2014

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of July 2, 2014

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

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**MINUTES OF THE REGULAR MEETING OF THE
RIDGECREST CITY SUCCESSOR AGENCY,
FINANCING AUTHORITY, AND HOUSING AUTHORITY**

**City Council Chambers
100 West California Avenue
Ridgecrest, California 93555**

**July 2, 2014
5:30 p.m.**

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by City Council/Redevelopment Agency. Meetings are recorded solely for the purpose of preparation of minutes.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Dan Clark; Vice Mayor Marshall 'Chip' Holloway, Council Members Jim Sander; Lori Acton, and Steven Morgan

Council Absent: None

Staff Present: City Manager Dennis Speer; City Clerk Rachel J. Ford; City Attorney Michael Silander; and other staff

APPROVAL OF AGENDA

- *Mayor Clark pulled Item No. 7 of Supplement No. 1 as the terms of the contract did not match what the Ad Hoc committee had drafted.*

Motion To Approve Agenda (As Amended) Made By Council Member Holloway, Second By Council Member Acton. Motion Carried By Voice Vote Of 5 Ayes (Mayor Clark, Council Members, Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; 0 Absent

PUBLIC COMMENT – CLOSED SESSION

Stan Rajtora

- Asked that Item No. 1 be removed from consent and put on discussion at a later time with a valid rate study before additional increase is approved. Previous rate study was off so requested a new rate study. Assuming a prop 218 requires a rate study
 - Will pull the item for discussion.

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

July 2, 2014

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Jerry Taylor

- Comment on labor negotiations, regarding UFCW not paying PERS contribution rates.
- Commented on the calculation to determine final retirement and asked that all employees pay the employee share of the contributions.
- Stated that the Employer share of contributions will continue to go up.

CLOSED SESSION

- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Folk v. Keys Case No. R-1502-CV-100757
- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Folk v. Agostinacci Case No. R-1502-CV-100759
- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Folk v. Rutherford Case No. R-1502-CV-100760
- GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Gregg Boske, Claim No. 14-07
- GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Ruth Cooper, Claim No. 14-08
- GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Jane Steinmetz, Claim No. 14-09
- GC54957.6 Labor Negotiations – UFCW Local 8 And Police Employee Association Of Ridgcrest (PEAR). Agency Negotiator City Manager Dennis Speer

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Folk v. Keys Case No. R-1502-CV-100757 – report received, denied, restraining order issued
 - GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Folk v. Agostinacci Case No. R-1502-CV-100759 - report received, denied, restraining order issued
 - GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Folk v. Rutherford Case No. R-1502-CV-100760 - report received, denied, restraining order issued

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

July 2, 2014

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City Attorney Report *(continued)*

- GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Gregg Boske, Claim No. 14-07 granted
 - GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Ruth Cooper, Claim No. 14-08, granted in the amount of \$543.00
 - GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Jane Steinmetz, Claim No. 14-09, granted in the amount of \$3146.38
 - GC54957.6 Labor Negotiations – UFCW Local 8 And Police Employee Association Of Ridgecrest (PEAR). Agency Negotiator City Manager Dennis Speer, received report, no action, direction given to negotiator.
- Other
- None

PUBLIC COMMENT

Randy Jenkins

- Spoke on freedom of speech, press, and religion under constitution.
- Read article about standing for freedom and constitution
- Read bible verse and spoke on God in our lives.

Giovanni

- Commented on sole source contract and expressed disappointment in the item being pulled.
 - Dan Clark – commented on item being pulled because contract was not the same as Ad Hoc had discussed.
- Expressed support for the item
 - Chip Holloway – commented the item was pulled because it was not posted on time.

Dave Matthews

- Commented on consent calendar and expressed concern about items being placed on consent which will be controversial and need discussion.

Jerry Taylor

- Spoke on impact fees such as traffic and should be spending the funds. Held for five years and may have an ethical reason to give the funds back if not needed in the five years.
 - Dan Clark - City has done due diligence on the issue
 - Jerry responded on the ethical issue to be considered when fees were collected and not used.
 - Dan Clark – some of the improvements will cost more than the amount actually collected in the five year time period. Takes a long time to collect the fees to a level to complete the goals.

Jerry Taylor *(continued)*

- Commented on traffic flow and the synchronization of the lights. Upjohn is bringing a safety hazard with a new light because of the dip in the road. City has flood control money and impact fee money so might consider a better drainage solution. Intersection of Upjohn and China Lake Blvd.

CONSENT CALENDAR

1. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Adopting The City's Sewer Availability Charges, Directing The City Clerk To File Charges For The Collection By The Kern County Auditor-Controller And Levying And Collecting Sewer Availability Fees On The General Tax Rolls For Fiscal Year 2015-2016 Speer
2. Adopt A Resolution To Approve A Professional Services Agreement With Willdan Engineering To Provide GIS Services In Support Of The Sewer Collection System Condition Assessment Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review Speer
3. Adopt A Resolution To Approve A Professional Services Agreement With James McRea, Consultant, For Services Relating To Redevelopment, Economic Development And Community Services Programs And Projects And Authorize The City Manager, Dennis Speer, To Sign The Agreement Speer
4. Approval Of Draft Minutes Of The Regular City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated June 4, 2014 Ford

Items pulled

- No. 1

Motion To Approve Item Nos. 2, 3, And 4, Made By Council Member Morgan, Second By Council Member Holloway. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Clark, Council Members Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; And 0 Absent.

Item No. 1 discussion

Stan Rajtora

- Concerned about the fee study used to determine the fees. Asked for clarification from City manager
 - Dennis Speer – responded with history of the five year rate plan adopted with regular increases to provide cash available to pay 1/3 of cost for new wastewater plant.

Stan Rajtora *(continued)*

- Asked if we have to implement the full percentage
 - Dennis Speer – Council adopted a five year graduated rate schedule, this is second year, and based on market analysis would provide cash in reserve to take out bond and provide 1/3 of cost to construct.
 - Steve Morgan - Asked if we have to abide by the terms adopted in the Prop 218 hearing
 - Dennis Speer – Council agreed to have another study performed at some point in the five year plan
- Read statistics from the original rate study. Commented on assumptions in the rate study being invalid due to a variance of the actual reserve totals.
 - Dennis Speer – Reserves also include funding for mapping and replacement of lines.
- Commented on current reserve at \$12 million and rate study projected only a \$4 million reserve. See no reason to increase rates again when there is no idea on what the money will be spent on. Referenced an email sent to Council with requests for a new rate study and pursuing the navy for partial cost of the wastewater plant.
- We know the original rate study was invalid so no increase should be made until a valid study is completed.
 - Dennis Speer - \$4 million was an operational reserve. Last estimate for construction was in excess of \$46 million so need 1/3 of that in reserves in additional to operational reserve.
- Commented on persons being served by the facility should pay on a bond issue over a 40 or 50 year bond issue. People living here now are paying for service they are receiving now and should not be expected to pay for future resident's service. Would be nice to have a reserve without a bond issue, but the cost of the facility should be paid for by the rate payers getting the service.
- Regarding the second request about the Navy. Seems Navy is contributing very few dollars for a considerable service. Commented on cost survey personally compiled from the operating budget of the City. Estimated over 9 years, wastewater fund has paid \$12 million for effluent treatment. If Navy is using 1/3 of the capacity (33%) they should have paid \$4 million (33%). In 9 years Navy has paid \$1.7 million into the wastewater fund.
- Commented on not having a line item budget on the City website and Mr. Speer's assistance to get the accurate numbers.
- Commented on the Navy being in arrears on payments.
- As rental owner, pays a lot of money and do not feel citizens should be paying a subsidy to the Navy who should be paying 33% based on their usage.

Stan Rajtora *(continued)*

- Requested a new rate study and getting money back from the Navy
 - Dennis Speer – Navy has contributed approximately 30% of the flow
 - Dennis Speer – commented on rate analysis, Navy contribution is 30% but only pays 18%. This Council is the first in over 20 years who chose to raise the rates. Commented on Navy contract which prohibited City from increasing rates until a study and across the board rate increases were implemented.
- Commented on contractual issues and attorney assistance. Rate payers should not be subsidizing the Navy. Council has responsibility to rate payers.
 - Dennis Speer – have met with Navy and have agreement to pay 5 year graduated payment. Contract modification in San Diego so rate went from \$.71 to \$1.05 with substantial increases over the next five years.
- Right now it appears Navy is paying ½ of what they should so any increase that does not double the rate is not enough. Concerned about them paying the cost of treatment for their wastewater. When looking at the actual cost for treatment they should pay their share. Looks like they are paying about 48%. Will talk again with validated numbers

Jerry Taylor

- Prop 218 words imposing or increasing invokes a hearing. Commented on waiting to last possible time so need to act tonight.
- Commented on not seeing information presented to public regarding replacement of sewer lines. Requested direction to staff for that information.
- Historical information is City is currently using a Navy facility so asked from a public relations perspective to keep this in mind. Commented on distribution system being maintained by the Navy.
- Understand where this is coming and the impact to businesses and individuals. Appreciate the sensitivity and requested Council keep in mind there is latitude in future to make changes.

Jim Sanders

- Wastewater rate study, reviewed the study and notes from the meeting, clearly stated the increase for fees is not to pay for new facility but to bring the fund into a level to generate debt service. At the time the fund could not handle the debt financing.
 - Stan Rajtora – assumption was the reserve was not at a level for debt financing but now we know the assumption was not correct. Offered to get together with Council member and discuss.

Jerry Taylor

- Asked if the \$4 million has to be paid back quicker.
 - Dennis Speer – scheduled payments are for a 30 year loan

Steve Morgan

- This is a situation of a misunderstanding of what was done with survey in the past. Asked staff to bring back and show how it was calculated and prove these increases were necessary. Unfortunately in history Council did not increase rates, sat her for a long time, and for 27 years it is time to catch up.

Jim Sanders

- In favor of bringing back for more information

Chip Holloway

- Have \$12 million rather than \$4 million is not a bad problem. Spoke on the ability of being able to finance at \$15 million as opposed to \$12 million will get a better interest rate. By delaying this today then putting the burden on the future citizens.

Dan Clark

- To put this on the tax rolls then have to pass tonight. Comfortable with the item as presented

Jim Sanders

- Asked for deadline
 - Dennis Speer – confirmed the item must be given to the Franchise Tax Board soon to begin taking the payments.

Motion To Approve Item No. 1 Made By Council Member Morgan, Second By Council Member Holloway. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Clark, Council Members Holloway, Sander, Acton, And Morgan); 0 Noes; 0 Abstain; And 0 Absent.

Dan Clark

- Thanked Stan Rajtora and assured him that staff will bring back information at a future council meeting.

DISCUSSION AND OTHER ACTION ITEMS

5. Discussion And Direction To Staff Regarding Expediting Construction Of The Wastewater Treatment Plant **Clark**

Dan Clark

- Presented staff report
- Read Fresno Bee article regarding cost of selling water. \$2200 per acre foot. Read averaged of treated water and cost possible in excess of \$5 million of treated water we could sell.
- Suggested expediting the wastewater facility so we could potentially be able to sell or bank the treated water. Commented on tertiary component possibly being added.

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

July 2, 2014

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Dan Clark *(continued)*

- Looking for direction to staff to expedite new facility. Not referring to location but what is costs for facility and tertiary component and how soon could we make it happen.
- Opportunity we need to explore as a commodity we could sell.
- Asked for a nod of heads to give direction to staff.
- Have staff bring recommendations, timeline, and Lahontan issues.

Lori Acton

- If putting back in ground must be tertiary and if drinkable has to be treated thru osmosis
- Half the water belongs to the Navy so if selling they will be entitled to some.
- No problem exploring option, have to make sure the chewy chub gets water so have to take this into consideration
- Question to consider is the Water District and Cooperative Water Board needs to weigh in. They know where the water is used and needed. There are concerns about piping.
- Could defeat the debt financing concern about borrowing at a lower interest

Chip Holloway

- Clarified with Dennis the current contractor timeline
 - Dennis Speer – scheduling a teleconference meeting to discuss expediting strategy
- Fully support the meeting if we could expedite faster.
- Commented on previous grant problems and sequestration so supports expediting if possible

Jim Sanders

- Assume water would be sold to Water District.
 - Dan Clark – they are planning on importing water so this could add to their needs. Water goes to Trona community
 - Dennis Speer – City consultant indicated some cost estimates for tertiary facility and don't want unless a user is in line.
- Excellent if cost affective but until that is done don't think we will be able to find a buyer. Feel it is a good direction because will have to import water in the future.
- Asked staff to consider grey water use also. If things change and we don't end up importing water then not sure who we would sell to or if it would be viable.

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Steve Morgan

- Long standing issue, am advocate of recharge and cannot say how long ago we began looking at the first contract discussing tertiary treatment.
- We are not in the business of water, not sure about Madera. Madera may be in the business of providing water for the county.
- The purpose of providing recycled water is to put it back into the ground and lessen the impact of what is drawn out.
- Never looked at it as a money maker for the City.
- No objection of expediting the process.

Dan Clark

- Clarified that Council agrees to give direction to staff to do study and bring back to Council

Public Comment

Jerry Taylor

- Suggest conversation with water district, their costs not as high as other California locations.
- Suggest looking at the economics of the idea
- Agree with Council member sanders and need to change building code and commented on grey water and purple pipe
- Thanked Navy for using the water. If pipe was brought to Burroughs football field and other facilities could be beneficial
 - Dan Clark – has spoken with water district and they are supportive of the idea.
 - Steve Morgan – commented on Bill Lalor organization of joint meeting with water district. Did not work out at the time. Feel staff should do the research.

Stan Rajtora

- Appreciate having Water District involved. If they aren't on board with purchasing, we will just pump into the ground only to have them pump it back out.
- Suggested working with the County. Water will be imported and need to get information from County
- Spoke on county meeting that public was not invited to. County states will have to import water
- Do not feel production will actually happen for 10 years because of time required for design and build
- Hope Council understand public is interested in what is happening. Have no idea what is happening with design even though City is paying for design. Council can use help from the public.

Stan Rajtora *(continued)*

- Public deserves the right to be involved. Asked Council to find a way to keep public knowledgeable of what is going on.
 - Lori Acton – county want to make water district responsible. Have no opposition to meeting with public and county is looking to help finance.

Direction to staff to look at the numbers.

6. Discussion And Further Evaluation Of Industrial Development Proposals/Firms For Funding Assistance Utilizing Tab Funds Parsons

Gary Parsons

- Presented staff report
- Reviewed direction to discuss with proposers a way to reduce funding levels and affect to performance milestone. Also discuss with bond Council of issues, create conditions in grant agreement that will minimize risk and maximize accomplishments.
- Apologized to Council and public for delayed staff report and additional information from proposer was distributed with the assistance of City Clerk. Slide presentation available with additional information.
- Some errors which will need corrected tonight.
- Reviewed PowerPoint slide presentation *(copy available in the City Clerk's office)*
- Staff provided a recommendation for funding 4 firms (Pertexa, CalUAS, EH Group, and WEDA) and outlined where the funding would be re-allocated to cover additional costs.
- Staff provided special provisions to be included in the grant agreements that would help protect the City's interest for a period of up to 10 years.
 - Dan Clark – clarified the flexibility of Council having the ability to request refunds based on the performance measures.
 - Lori Acton – clarified that Council would have the option of requesting an independent audit if necessary
 - Lori Acton – asked about legality, City Attorney will review the provisions.
- Goal is to set appropriate standards to help City monitor and assure the investment rather than taking the money and walking away.

Dan Clark

- Asked if the proposers have seen the agreement conditions.
 - Gary Parsons – companies were informed there would be some strict conditions but have not seen the conditions. Not considered a negotiation item but what we need to have to protect our interest. Council can modify, add or eliminate as they choose.

Jim Sanders

- Asked if these were based on conditions of the bonds
 - Gary Parsons – no, we can exceed the bond conditions so long as we don't make the bonds taxable. These conditions are designed to protect the City's investment of the free grant money.

Gary Parsons

- Commented on impacts to each company with the reduced grant amounts.
- EH Group reviewed. Broken down into 3 projects including a hydrogen fuel cell station, a bio-mass project, and a solar project. Staff chose the bio-mass project as the focal because it requires bringing rail into the valley which will benefit the City more. Will have to adjust the conditions because there are no sales and very minimal jobs. Commented that if rail is part of the project then is worth \$80,000. Other costs would have to be funded with grants and other available funding sources.
- WEDA should be funded also because they will bring already operating companies to the area.
- If Council chooses, can fund all four as shown in the presentation.

Dan Clark

- Need to look at the funding totals, the number of companies, and benchmarks of each. Can add or delete as needed.

Motion To Approve Funding Plan As Presented Made By Council Member Holloway, Second By Council Member Acton.

Steve Morgan

- Would like to see the contracts but reminded Council that previous Council made obligations with the funds now being played with. Listed issues on the Ridgecrest Blvd. project and stated that borrowing from contingencies is a dangerous proposition and wants to know where the \$500,000 will come from if needed.
- If one group doesn't meet the milestone they don't get the rest of the money but if large amounts are fronted then may have trouble getting the money back
- Would be wonderful to fund everything.
- In Walmart contingencies, staff has researched and believes there is some wiggle room but still not guaranteed. Even though some people in the community don't believe Walmart is coming, they are coming. If we need this money, where will we get it from? We made promises to Walmart.

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Steve Morgan *(continued)*

- Would like to hold back on the EH Group. We see potential from WEDA to bring in jobs. CalUAS and Pertexa will bring jobs. EH Group is consulting, they will tell us if we can do it and their report in the end will say we need to find more money to accomplish the project. Rail and Bio-Mass cost millions of dollars and there are environmental issues. Commented on discussions of the environmental process problems confronted just trying to put a spur back right after the other was removed.
- If monies in contingencies from both Ridgecrest Blvd. and Walmart are available when the projects are completed, then agree we can safely move forward. But need to wait for now.
- Mr. Parson's has done fantastic work, no complaint with the entire package, just concerns about the money. Have no issue with the conditions, which protect us. We are openly telling the community we learned from previous mistakes and now are protecting ourselves in the best way possible.
- Believe in CalUAS and Pertexa. Believe there is a time and place in the future when we can work with EH Group, but not willing to short other projects and risk the contingencies because we will have no recourse but to find the money if it is needed. Budget is razor thin and would have to make major cuts to find the money. Not going to jump on the do everything bandwagon

Dennis Speer

- Staff has looked at this in detail and shares the concerns of Council Member Morgan. Have held extensive discussions with the City engineer. We believe West Ridgecrest Blvd. project is like walking thru a mine field in terms of things coming up. Contractor has already had to delay and change the project because of the utilities, but given that, we do believe we can safely reduce contingencies.

Michael Silander

- Addressed Ms. Acton's concerns regarding the conditions. Terms can replace damages but cannot be considered punitive. Will work to draft the conditions.

Steve Morgan

- If had to come up with \$500,000 where would it come from?
 - Dennis Speer – only one reserve with that kind of funding, wastewater

Lori Acton

- Asked for clarification of last round of negotiations with Walmart developer
 - Gary Parsons - Last round eliminated some of the developer fees. If changes are made, then could potentially come from the remaining fund. At this time in negotiations we have only offered \$1.9 million rather than the original \$2.8 million. Commented on TAB money not being committed so Walmart pared down the project to the \$1.9 million. Does not mean money isn't needed in other public works projects. Will have time with Mr. Hackett's project, initial \$80,000 is for environmental concerns and other studies for 6-12 months and the hope is that the West Ridgecrest Blvd. project is completed by that time so should know what will be needed by that time. May not go beyond the initial \$80,000 investment.
 - Dennis Speer – Walmart indicated they expect significant increases in cost due to inflation changes from 2008 to 2014.
- Asked if we were looking at funding the smaller portions.
 - Gary parsons – clarified commitments.
- Stated she is good with where we are at and funding all four.

Steve Morgan

- To commit funds you do not have it is fiduciary immoral. If you sign a contract with a second payment how will you deal with that?

Jim Sanders

- On same page with Council Member Morgan. Hesitant to use contingency funds. Do not see anything wrong in waiting until West Ridgecrest Blvd is completed and if there are funds left over then use those available funds for a project.
- Asked about Walmart and Ridgecrest Blvd timeline
 - Dennis Speer - Could be delay in Ridgecrest Blvd because of the utilities
 - Gary Parsons – odds are there could be a development agreement as early as October because of progress being made with the development, no guarantee. Once development agreement is completed then will have certain numbers. Developer recognizes the costs have gone up, originally discussed in 2008 and now going into 2015. Inflationary prices for items already discussed. Reasonable to expect there will not be \$2.8 million expenditure. \$500,000 is a reasonable reduction and will leave over \$2 million for developer costs. More risk is to the West Ridgecrest Blvd project, if there is a shortage then the only available money would be Walmart or Council would have to see about other TAB funding available in retail and code enforcement and other uncommitted TAB expenditures.

Jim Sanders *(continued)*

- Have a problem with code enforcement. We have several abandoned buildings we were going to clean up and this is a high priority. Blight to City and a safety hazard. When talking about developing our economy, cleaning up blight is part of it. Are we planning on funding this in another way?
 - Gary parsons – under this plan there is still over half the fund available for both retail and code enforcement. If Walmart doesn't need all the money or Ridgecrest Blvd. has funds available can add those back into the funds taken from. Exemplified remaining contingency funds not being expended those could be used to replace funds taken
- Suggested holding off the EH Group for bio-mass grant until Ridgecrest Blvd. is completed and if the contingency is left over then move forward.

Chip Holloway

- Commented on staff and Council being paralyzed with fear but have to have industrial revenue to survive. Spoke on sitting with Dennis Speer and discussing several times. For Mr. Speer to give up these funds then I am confident he believes he won't need that money. Why wait a year to spend \$80,000. This is not the only egg in his basket. There will still be \$420,000 available, there are other areas we can get the money. Have got to get started. Have no fear of this proposal as it stands tonight. Have been thru this proposal repeatedly. None of us know the right answer; don't rank any of these as the best. Commented on personal experience of restaurateur and the unanticipated recession of 2008. In business you take risk. If you can't take the criticism then you need to sit back and cut all departments and not take risk at all.

Dan Clark

- Agree with Council member Holloway. Drove back from vacation to have this discussion because it is that important. Sat with Mr. Speer. He hasn't made a mistake yet with the budget, he is a very conservative fiscal manager. Not concerned about the figures. Excited about the opportunity to fund all four projects. Not in favor of setting EH Group back a few months but could be done. Mr. Parsons has done a phenomenal job putting this together. If all 4 go south, community can't say we did not do our due diligence. Comfortable with the reduced sums for starts. Assume we get lucky and have a 50% success rate, as the eternal optimist, this is one opportunity in a thousand and I am willing to take direction from staff and invest in this community. Hopefully will see the development approach be successful.

Five Minute Recess

Public Comment at 8:51 p.m.

Carol Vaughn

- Spoke on email sent to Council with Ridgecrest 25th birthday, last paragraph spoke on land to often with poor planning, Ridgecrest could be model City with stable property values. Asked where the plans are to increase revenue and stabilize property values
- 2010 had general plan meeting and one statement repeated was to become the silicon valley of energy. Now 26 years with no plan. Life has not been good since 1990. Time to move forward and stop hiding. Need to worry about having a City. Need to make something happen. Talking and worrying has not helped up move forward. Should not stop with tonight's proposals, need to move forward with more proposals and stop living in fear of the base not getting another program. Since 1990 it's been up and down and most of it has been down.
- Commented on empty buildings because of not having economic growth. If there is economic growth someone will take those empty buildings and do something with them.
- Asked Council do so something tonight and keep doing something that moves us forward
- A town this size should not have to worry if a few dollars go somewhere

Dave Matthews

- Asked for motion to be restated.
 - Chip Holloway – motion to approve recommendation of staff with TAB funding levels as presented.
- Asked everyone to take a good look at Council Member Morgan. He is a good example of corporate knowledge and why I did not vote for term limits. Need people long term keeping tabs on the City. Could also have said the same things about Council Member Holloway until he ramrodded this thing thru tonight.
- Commented on daily independent editorial which said pick one and stick with it. After looking at the list, interest is in job growth as well as economics. There is only one outstanding bidder. Commented on the five year job counts.
 - Gary parsons – all proposers stated original proposals would be attained at the five year level
- A lot of people have been out of work for a long time and some of them are beginning to panic. Other businesses leaving the state of California.
- Referenced a quote about fooling people. You can please all the people some of the time but only some of the people all the time. Need to go with the one that will give the most jobs in five years and stick with it. Need a plan for the future projects but make the most efficient use of the TAB funds?
- Commented on the daily independent publisher statement of looking in the mirror and decide if you would personally invest in the proposals.
- If people going to bring jobs in tomorrow then all for it.

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Dave Matthews *(continued)*

- Pointed out the people going to bring in jobs, the restrictions being discussed, no guarantee these people will stay here.

Tina Warren

- Agree we do need to fund all four of the proposals. Have waited long enough. EH Group needs time to do the research and understand Mr. Morgan's concerns, but this group works on ways to cut through the red tape. Need to take action and move forward.
- Comment on No 4 of the considerations, if not doing well they won't be able to pay back. Understand there is risk but need to move forward.

Renee Westalusk

- Strongly support Council Members Morgan and Sanders
- Support Dave Matthews idea of getting behind one project
- Need to consider reality, do not consider projects with demands for EIR as a good investment or demands for a foreign trade zone established
- Don't want to see money wasted; go with one good project that is shovel ready, up and running.
- Putting small pots of money into 4 projects is a waste, also stay away from projects that could ruin the air in the valley

Jerry Taylor

- Agree with Morgan and Sanders at putting the money at risk
- Trying to fund all four is not realistic.
- Asked about the reality of revenue stream
- Exemplified online purchases taking away potential sales.
- We are a one industry town, would be great to actually bring an industry into town.
- Is this really going to bring revenue in, are these the right projects. Don't see the real bang for the buck. Where is the real investment for these projects? Walmart is contingencies as well as Ridgecrest Blvd.
- What are you really expecting to get out of these? Would you personally want to put money into these projects?

Public comment closed at 9:08 p.m.

Steve Morgan

- Wish I could put money into these projects but can't as a Council member

Jim Sanders

- Hesitation is not fear; it is the weight of responsibility, if my own money then would personally love to invest in two of these projects. Can't because I don't have the money and would be a conflict of interest.
- On number 5 of terms and conditions, asked if there could be a clause we can audit if they are not meeting the milestones, not sure I want to dig into it if they are meeting their milestones.
 - Gary parsons – City shall have the right and interpret this would be done if the company does not meet the milestones. I expect to see these companies meet the milestones they have stated. Have to be able to find a way to ensure they are spending the funds on the items they identified in their proposals and not cars and trips. May need to audit to see this. If they buy the items on the list then have a good idea the funds were used for the proper purpose.
- Are companies going to have ability to make changes
 - Gary parsons – not the way it is laid out, they could approach Council, but we are trying to find a way to hold them responsible to fulfil their promise with the grant money

Chip Holloway

- Every proposer spoken to came up with these numbers. While it may delay the execution time but their complete plan can still be executed.
 - Gary Parsons – correct
- The plans from last meeting at the five year mark are still the same, nobody has been told to pare down their plan with our numbers, every one of them feel their plan is still viable at reduced numbers.
- Comfortable with the proposal

Motion To Fund All Four At The Revised Level As Presented By Staff Made By Council Member Holloway, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Clark, Council Members Holloway And Acton); 2 Noes (Council Members Sanders And Morgan); 0 Abstain; And 0 Absent

Gary Parsons

- Will work with companies to get the agreements in place and hope to bring back to Council by early August.

7. **Approve A Resolution To Approve A Professional Services Agreement With Justin O'Neill And Authorize The Mayor, Daniel O. Clark, To Sign The Agreement** Clark

Pulled prior to approval of the agenda.

COMMITTEE REPORTS

Activate Community Talents And Interventions For Optimal Neighborhoods Task Force (ACTION)

Members: Jim Sanders, Dan Clark
Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center
Next Meeting: To Be Announced

Jim Sanders

- No report

Veterans Advisory Committee

Members: Dan Clark
Meetings: 1st and 3rd Tuesday of the Month At 6:30 p.m., Kerr McGee Center
Next Meeting: To Be Announced

Dan Clark

- POW shirts available for sale.
- 5013C moving forward

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway
Meetings: 1st Wednesday Of The Month, 8:00 A.M.
Next Meeting: Date and Location To Be Announced

Chip Holloway

- Announced next meeting August 6

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

none

CITY MANAGER REPORT

Dennis Speer

- Reminder that measure 'I' committee has 2 member appointments and persons can submit applications to City clerk

MAYOR AND COUNCIL COMMENTS

Jim Sanders

- Future discussion items, water conservation for City of Ridgecrest staff and facilities; infrastructure projects update and PMS status; wastewater system maintenance plan; street sweeping costs and ideas.

Chip Holloway

- Commented on sewer fund email thread. Reminded everyone that staff is available to meet with individuals to answer questions. Committees only had 3-5 public who attended regularly so better use of time to meet individually with staff
- People still don't realize that if 100% of measure 'I' funding was used for streets we could only do 10 miles of street. City's portion of Ridgecrest Blvd. is 9 million, utilities are also paying. It isn't complicated math, street problem is significant and people refuse to accept it.
- Policy committee meeting attended. Public safety committee meeting has decided that recreational marijuana is going to be in place by 2016. Supervisor McQuiston is starting a program with our churches call 'not in my town'. More important to address the drug problem than economic development. Need to get churches engaged and need to show leadership at the Council level.
- Referenced flyer for global leadership conference at crossroads community church. Not a religious event but more about leadership. Encouraged Council and community to attend.
- Thanked Council for the last vote. Important this Council respects everyone's opinion, ok if you disagree with me and comfortable the right decision was made. Have to do something; if we keep doing what we've been doing then return is zero.
- Quote on election
- Challenge for those on Facebook page, wounded warrior on America's Got Talent. Challenged everyone to take \$20 out of Fourth of July funds and donate to wounded warrior.

Steven Morgan

- I was not against economic development tonight; I was against obligating funds that were already obligated. None of us double obligate money. That is why I voted no because that is exactly what we did. I am against it.
- I hope every one of these succeed and am really confident that two of them will and I hope a third for long term Ridgecrest works out well
- With regard to City and economic development, I remember a \$1 million grant from federal grant that was supplemented by City. I remember other businesses like Miller's Outpost touted by Council and not supported by citizens so they left. Remember other economic opportunities Council was filleted for because they tried and failed. Do not appreciate being told that there is not a plan because we may not have been successful but have always had this community at heart. Not one Council member earns a dollar off the decisions they make because it is illegal.
- By double obligating funds, we had a plan to use west Ridgecrest Blvd. contingency funds to help fund the widening of Downs Street. This has just been killed. A section of town being improved by west Ridgecrest Blvd. project will be delayed because of the decision tonight but will find a way to eventually get it done

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Steve Morgan *(continued)*

- Commented on undergrounding of utilities project which design is complete but will not sit there and time out because there is no funding.
- Understand David's comments about term limits, but citizens chose not to go that route and at this time I cannot run. Now City will get a brand new mayor who has never sat on a Council. Mr. Holloway has comment he will run for a four year term. Mr. Clark has been publicly filleted for leaving town; he is retired and can live his own life. I would have run for Council until voted off but that is not what we have
- Hope everyone has put in a buck for 4th of July fireworks. Concert from 5:30-7:30 for fairgrounds fundraiser. Boy scouts will be parking for \$1.00 as a fund raiser. \$20,000 show raised by the lions club. Thank the Lion's Club members.

Lori Acton

- Hear concern about foreign trade zone which is beneficial to us as we will get the sales tax
- Jobs and trickledown economics makes sense the revenue will come
- Confused about statement of funds going to Downs St.
- Would like to explore some type of meeting design such as Ad Hoc and committees, possible adding a meeting to discuss infrastructure items.
- Would like IWW water to participate or give presentation regarding wastewater
 - Dennis Speer – premature at this point, will be holding meeting with consultant and navy. Unless it is a general discussion of tertiary treatment
- Mean more of a general discussion of the basics.
- Thanked community. Council tried to stand up and provide options for the community to sustain the community
- Happy 4th of July
- Read Bob Reilly quotes on government and jobs.

Dan Clark

- Read a thank you from Jody Rummer for her proclamation. Builds appreciation in the community and feels good to honor people in the community
- Spoke about Goldsmith show on petroglyphs aired by PBS
- LA Time's article brought 7 hotel reservations.
- July 15 petroglyph meeting, open to the community
- Thanked Council for respectful meeting on a difficult topic. Came here off the mountain to ensure my idea would get consideration and appreciate fellow Council members respect for opinions.
- Want to put term limits on discussion for next Council meeting. Need to discuss mayoral term limits because economic disadvantage to run for negative and need to explore our feelings and candidates will take out papers July 14. Need to have as discussion item for next Council. Discussion for the public showing financial and family toll to be a Council member.

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- Receiving compliments about the streets both verbally and emailed. Commented that today received comment that Ridgecrest Blvd. is smoother as dirt than what it was paved.
- Commented on Steve Morgan and Chip Holloways efforts on the Ridgecrest Blvd. project.
- Spoke on terrorists who have indicated they will disrupt 4th of July activities.
- Wished everyone a happy and safe holiday

ADJOURNMENT at 9:47 p.m.

Rachel J. Ford, CMC
City Clerk

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

A Resolution To Approve a Professional Services Agreement with Justin O'Neill and authorize the Mayor, Daniel O. Clark, To Sign The Agreement.

PRESENTED BY:

Daniel O. Clark, Mayor

SUMMARY:

The City Council expressed a desire to enter into an agreement with Justin O'Neill. The purpose of the agreement is for Mr. O'Neill to assist the Council with special projects. In that regard, to date, Mr. O'Neill already has provided voluntary assistance with several projects. These projects include the 50th anniversary event, the strategic plan development; and the annual Petro glyph event.

On May 7, 2014, the City Attorney provided the legal basis for sole sourcing, the public policy rationale, and the guidelines that must be followed to enter in to a sole source agreement.

Council selected an Ad Hoc committee to review the scope of work, gather public input and bring back to Council a more comprehensive agreement. The draft agreement presented has been reviewed by the City Attorney and approved for further discussion and adoption.

The funding source for this agreement will be determined by the City Council.

FISCAL IMPACT: \$26,000 annually

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution That Approves a Professional Service Agreement with Justin O'Neill; Authorizes the Mayor, Daniel O. Clark, To Sign The Agreement upon review and the approval of the City Attorney; and directs the Finance Director to make the necessary budget adjustments.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Submitted by: Staff

Action Date: July 16, 2014

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RESOLUTION NO. 14-XX

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JUSTIN O'NEILL AND AUTHORIZE THE MAYOR, DANIEL O. CLARK, TO SIGN THE AGREEMENT.

WHEREAS, The City Council expressed a desire to enter into an agreement with Justin O'Neill to assist with special projects; and

WHEREAS, Mr. O'Neill has demonstrated a proficiency in providing such unique services; and

WHEREAS, The City Attorney provided the legal basis for sole sourcing, the public policy rationale, and the guidelines that must be followed to enter in to a sole source agreement; and

WHEREAS, the City Council determined that this agreement meets the sole source guidelines; and

WHEREAS, the City Council determined the source of funding for this agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest Hereby Approves A Professional Service Agreement with Justin O'Neill ; and authorizes the Mayor, Daniel O. Clark, To Sign The Agreement upon review and the approval of the City Attorney; and directs the Finance Director to make the necessary budget adjustments..

APPROVED AND ADOPTED this 16th day of July 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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SPECIAL CONSULTANT AGREEMENT

As of May ____, 2014, the City of Ridgecrest, hereinafter called "Agency," and Justin O'Neill, hereinafter called "Consultant," agree as follows:

1. Purpose, Services, and Findings.

(a) Pursuant to this agreement, Consultant will provide Agency in general, and Agency's City Council in particular, with special administrative services for upcoming projects, including but not limited to cultural events and the promotion of Agency. Specifically, Consultant shall perform services in accordance with the instructions set forth in the document entitled SPECIAL PROJECTS CONSULTANT - Scope, Duties, and Approach – attached hereto as Exhibit "A" and incorporated herein by this reference.

(b) The Consultant shall, in good workmanlike and professional manner, furnish the special, technical, administrative, professional, and other labor, supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in this Agreement.

(c) Agency finds that (1) the nature of the work to be provided qualifies as special services for purposes of Government Code section 53060, (2) Consultant has the necessary qualifications required of a person furnishing the special services, and (3) due to the nature of the services provided and the unique qualifications of Consultant, Agency cannot provide these services without the assistance of Consultant. Agency further finds that the services to be provided service are specifically desired for the purpose of maintaining a cost effective system consistency, as to be available from only one source.

2. Consideration.

(a) In consideration for Consultant's work for Agency, as described within this Agreement, Agency shall compensate Consultant \$26,000 annually. Agency shall be afforded a minimum of thirty (30) days to pay each of the above-referenced invoices.

3. Term.

This Agreement shall commence on the date above written. Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by Agency without cause, Agency shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

4. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to Agency on demand or termination of this Agreement data, notes, reports, studies, and other materials and documents pertaining to Consultant's work for Agency, which shall be the property of the Agency. If the Agency uses any of the data, notes, reports, studies, and other materials and documents furnished or prepared by the Consultant for projects other than the project described in paragraph 1 above, the Consultant shall be released from responsibility to third parties concerning the use of the data, notes, reports, studies, and other materials and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

5. Subcontracts.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the Agency. Except as otherwise specifically approved by Agency, Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to Agency by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between Agency and any subcontractor with respect to services under this Agreement.

6. Independent Contractor.

The Consultant is an independent contractor, and not an employee of Agency.

7. Indemnification.

Consultant shall defend, indemnify, and hold harmless Agency, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the Agency's sole negligence, active negligence, or willful misconduct.

8. Miscellaneous.

(a) Neither party hereto shall assign, sublet, or transfer interests hereunder without first obtaining written consent from the other party.

(b) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(c) Notices shall be deemed received when deposited in the U.S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

City of Ridgecrest
ATTN: Mayor
100 W. California Ave.
Ridgecrest, CA 93555-4054

Justin O'Neill

(d) If an action at law or in equity is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

9. Integration.

This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

10. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
Agency

APPROVED:
Consultant

By: _____
Dan Clark, Mayor

By: _____
Justin O'Neill

Attest:

By: _____
Rachel J. Ford, CMC, City Clerk

Approved as to Form:

By: _____
Michael Silander, Esq., Deputy City Counsel

Exhibit A

SPECIAL PROJECTS CONSULTANT *Scope, Duties, and Approach*

SPECIAL CONSULTANT AGREEMENT

This document, entitled Special Projects Consultant - Scope, Duties, and Approach - is attached to the underlying Special Services Agreement and outlines the scope, duties, and approach of Consultant under that Agreement. If this document or anything herein conflicts with the Special Consultant Agreement, the language of that Agreement will take precedence.

PROJECT SCOPE

To create a position wherein special projects necessary to the growth, balance, and vitality of the Ridgecrest community are explored, researched, and developed. It will be the function of the Consultant to use his expertise to prioritize and prudently utilize resources in the completion of a task list to be created by the City Council.

DUTIES OF SPECIAL PROJECTS CONSULTANT

The Consultant will assist the City in development and execution of a Communications Plan for effective, timely communication with the public. At the direction of the City Council, the Consultant will provide support services in a uniform, non-discriminatory manner. The work of the Consultant shall include, but not be limited to the following:

1. Explore revenue producing opportunities submitted by the City Council or proposed by Consultant. Develop plans, proposals, or presentations as requested by City Council pertaining to revenue producing projects, programs, and potentials.
2. Research projects with potential for further development submitted by the City Council or proposed by Consultant. Develop plans, proposals, or presentations as requested by City Council pertaining to the impact of projects or programs.
3. Create surveys, research reports, or other mechanisms that test the viability of potential programs and projects.
4. Develop a Communications Plan for consistent, informative communication from the City to the public regarding actions of the City Council and staff, and regarding City programs, services, and initiatives. The Consultant should initiate ideas on when and how to inform the public.

5. Review existing policies and draft new communication and media policies relating to City communications, and develop and execute a strategy to improve all forms of communication available to the City with the public which includes the City's government access channel (K41GO/Cable Channel 6), web site, Facebook, Twitter, and other forms of communication as recommended by the Consultant.
6. Arrange for, and coordinate, media coverage of issues before the City, including organizing press conferences and interviews and arranging appearances on appropriate media outlets. Provide guidance to City representatives in advance of public appearance and media coverage events, as directed by the City.
7. Make recommendations to the City for more timely, transparent and effective communication with residents, businesses, and guests of the City.
8. Review areas of opportunity and develop a comprehensive marketing plan for targeted areas of the City.
9. Research and evaluate potential grants, community events, signatures events, and community projects.
10. Assist and or supervise the set-up, running, and break down of the City sponsored events, identifying and resolving problems.
11. Meet with appropriate Councilmember, City staff and other responsible parties to plan events, logistics, press releases, and estimate event budgets.
12. Plan and manage the logistics of an event, including press releases, venue, guests, programs, catering, and marketing.
13. With City Council direction, perform the tasks of negotiating pricing, pre-selecting options and maintaining budget oversight for the event.

Methodology for project approach

1. The City Council shall discuss and determine the services to be performed by the Consultant in open sessions at regularly or specially noticed council meetings. The Consultant will thereafter submit a concise but detailed monthly narrative to the City Council indicating the proposed approach to providing the required services. The Consultant's methodology should be included, describing how the Consultant will approach each task and initiative and what will be included in the billing to the City. Consultant will also include a description of the types of services to be provided and a budget for a typical month, showing estimated number of hours and hourly billing rate. All fees are limited pursuant to the cap established in the Special Consultant Agreement.

2. The proposal should include an hourly cost of service and a rate based on assignments by project. If Consultant performs special services exceeding 20 hours per week, any additional hours must be approved by the City Council at an open session council meeting.
3. Consultant will provide timely progress reports and performance measurements as needed towards the completion of specific long term projects.
4. The consultant's proposed budget should assume that the printing and distribution of printed documents will be performed in house and at the cost of the City.
5. Any staff involvement will be at the direction of the City Manager.

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Appointments to the Measure 'L' Citizens Advisory Committee

PRESENTED BY:

Dennis Speer – City Manager

SUMMARY:

Measure 'L', a ¾ cent sales tax increase, was approved by voters on June 5th, 2012. When the item was placed on the ballot, the City Council opted to create an advisory body to focus specifically on the corresponding revenues as a safeguard to ensure the appropriate expenditures of the funds. The ordinance specifies term limits for committee members. An excerpt from the ordinance reads as follows:

Sec. 3-2.115. Terms of Office.

- (a) Of the members of the committee first appointed, two shall be appointed for terms of one year, two shall be appointed for terms of two years, and one shall be appointed for a term of three years. Succeeding members shall be appointed for terms of four years. The secretary's term shall be designated by the City Manager. All members shall serve until a successor is appointed and qualified.

On July 17, 2012, the City Council made appointments of five citizens to the advisory board. Of these initial appointments, two will expire on July 16, 2014. At the regular meeting of June 18, 2014, the City Council directed staff to open a solicitation period for prospective committee members to fill the upcoming vacancies. These vacancies will be appointed for a term of four years as per the Ordinance.

FISCAL IMPACT:

No Fiscal Impact

Reviewed by Finance Director

ACTION REQUESTED:

Staff recommends the City Council select 2 members to serve on the Measure L advisory committee for four (4) year terms

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Staff recommends the City Council select 2 members to serve on the Measure 'L' Advisory Committee

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MEASURE 'L' CITIZENS OVERSIGHT COMMITTEE APPOINTMENT HISTORY

Ordinance 12-02

Sec. 3-2.115. Terms of Office.

- a) Of the members of the committee first appointed, two shall be appointed for terms of one year, two shall be appointed for terms of two years, and one shall be appointed for a term of three years. Succeeding members shall be appointed for terms of four years. The secretary's term shall be designated by the City Manager. All members shall serve until a successor is appointed and qualified.

- b) Should a member of the committee fail to attend three consecutive meetings, unless excused for cause by the chairperson, that member's office shall be deemed vacant and the member's term ended. The committee secretary shall immediately notify the City Council and City Clerk of such termination.

MEASURE 'L' COMMITTEE APPOINTMENTS 2012

- Steve Morgan – 1 year appointment (July 18, 2012) – George 'Andy' Anderson (Expires July 2013)
- Jason Patin – 1 year appointment (July 18, 2012) – Lance 'Scott' Garver (Expires July 2013)
- Jerry Taylor – 2 year appointment (July 18, 2012) – Mike Peterson (Expires July 2014)
- Chip Holloway – 2 year appointment (July 18, 2012) – Phil Salvatore (Expires July 2014)
- Ron Carter – 3 year appointment (July 18, 2012) – Eddie Thomas (Expires July 2015)

MEASURE 'L' COMMITTEE APPOINTMENTS 2013

- Council – 4 year appointment (July 17, 2013) – George 'Andy' Anderson (Expires July 2017)
- Council – 4 year appointment (July 17, 2013) – Lance 'Scott' Garver (Expires July 2017)
- Jerry Taylor – 2 year appointment (July 18, 2012) – Mike Peterson (Expires July 2014)
- Chip Holloway – 2 year appointment (July 18, 2012) – Phil Salvatore (Expires July 2014)
- Ron Carter – 3 year appointment (July 18, 2012) – Eddie Thomas (Expires July 2015)

MEASURE 'L' COMMITTEE APPOINTMENTS 2014

- Council – 4 year appointment (July 17, 2013) – George 'Andy' Anderson (Expires July 2017)
- Council – 4 year appointment (July 17, 2013) – Lance 'Scott' Garver (Expires July 2017)
- _____ – 4 year appointment (July 16, 2014) – _____ (Expires July 2018)
- _____ – 4 year appointment (July 16, 2014) – _____ (Expires July 2018)
- Ron Carter – 3 year appointment (July 18, 2012) – Eddie Thomas (Expires July 2015)



City of Ridgecrest
Measure 'L' Citizen's Oversight Committee

City of Ridgecrest is accepting applications for volunteers to serve
on the Measure 'L' Citizen's Oversight Committee

City Council will select two (2) volunteers for a four (4) year term to oversee the revenues and expenditures of the Measure 'L' funds and provide updates to the Council. If you are a Retiree; Business Owner; Financial Specialist; or Concerned Community Member you may pick up a Citizen's Service Application at the City Clerk's Office or on the City Website at <http://ridgecrest-ca.gov/city-clerk/city-forms>

*Applications Must Be Submitted For Consideration By
5:00 p.m. on Thursday, July 10, 2014*

City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555

Tel: (760) 499-5002
Fax: (760) 499-1500

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

DISCUSSION AND APPROVAL BY MINUTE MOTION, A MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA INNOVATION HUB FOR DEFENSE, ENERGY AND AEROSPACE AND CITY OF RIDGECREST

PRESENTED BY:

Dennis Speer – City Manager

SUMMARY:

This agreement involves the collaboration between the Parties to facilitate and streamline collaboration on a dynamic range of projects and opportunities relevant to the promotion of economic development and innovation in the areas of defense, energy and aerospace.

The MOU has been reviewed by legal counsel and is brought before the City Council for Council's consideration, discussion, and approval.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Discussion And Approval Of A Memorandum Of Understanding Between California Innovation Hub For Defense, Energy And Aerospace And City Of Ridgecrest

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Consider, discuss and approve a memorandum of understanding between the California Innovation Hub for Defense, Energy and Aerospace and the City of Ridgecrest

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: July 16, 2014

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA INNOVATION HUB FOR DEFENSE, ENERGY AND
AEROSPACE AND
CITY OF RIDGECREST**

**On the Issues of Economic Development with Specific Attention
Paid to the Promotion of Innovations in the Areas of Defense,
Energy and Aerospace**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this _____ day of _____, 2014, between the **CALIFORNIA INNOVATION HUB FOR DEFENSE, ENERGY AND AEROSPACE**, a _____ (hereinafter "iDEA Hub"), and the **CITY OF RIDGECREST**, a municipal corporation ("City"). City and iDEA Hub are hereinafter collectively referred to as "Parties." It is understood that this agreement is effective only upon ratification and approval by resolution duly adopted by the City Council of the City of Ridgecrest.

NOW, THEREFORE, the Parties to this agreement stipulate and agree as follows:

1. Parties

1.1 The iDEA Hub is a state-designated Innovation Hub (iHub) by the California Governor's Office of Business and Economic Development. The mission of iDEA Hub is to foster, develop, and promote the innovation ecosystem in its respective regions through collaborative networks. The iDEA Hub provides a platform for collaboration within a diverse network of participants achieving technology success through business innovation and is a unique partnership of government, industry, academia, non-profits and equity investors working collaboratively to address technology requirements for both the military and commercial marketplace. Utilizing the vast array of talents in the iDEA Hub regions solutions are sought for issues surrounding technology transfer, commercialization of capabilities, multi-use product development, education, training and local economic growth.

1.2 The City of Ridgecrest is located in the southern portion of the Indian Wells Valley and in the northeast corner of Kern County, surrounded by four mountain ranges; the Sierra Nevada on the west, the Cosos on the north, the Argus Range on the east, and the El Paso Mountains on the south. It is approximately an hour and quarter from the Lancaster/Palmdale area and approximately two hours from both

Bakersfield and San Bernardino. A favorable characteristic of the City is its proximity to two major highways, the 395 and 14. Air travel in and out of the city is provided through the Inyokern Airport. These attributes make Ridgecrest, a central location for shopping and business for the Eastern Kern County area. Ridgecrest is also easily accessible to the rest of southern California making it an ideal location for industry. As the only incorporated community in the Indian Wells Valley, Ridgecrest boasts a thriving economy and a robust population of just over 27,000 people. Ridgecrest acts as the shopping and business center for northeastern Kern County.

2. Terms

2.1 The terms of this MOU shall become effective upon [REDACTED], 2014, and shall remain in full force and effect indefinitely, until such time as the Parties have decided to sever or terminate this MOU. This MOU may be terminated only by the mutual, written consent of both Parties.

3. Purpose of Partnership

3.1 This agreement involves the collaboration between the Parties to facilitate and streamline collaboration on a dynamic range of projects and opportunities relevant to the promotion of economic development and innovation in the areas of defense, energy and aerospace. This includes, but is not limited to the following potential actions:

3.1.1 Bringing industry leaders, governmental actors, entrepreneurs, and municipal officials together to promote economic development, innovation, and new venture creation;

3.1.2 Engaging partners from one party's network with members from another party's network (hereinafter referred to as "cross-collaboration");

3.1.3 Coordinating between the Parties for joint submittal to a federal, state, for-profit, or non-profit grant program as might be deemed appropriate;

3.1.4 Facilitating technology transfer of military technology and laboratory technology to the marketplace and helping to overcome the changes of market adoption;

3.1.5 Agglomerating partners and actors on a macro-regional scale to pursue strategic initiatives; and

3.1.6 Generating opportunities for STEM education through holding seminars, workshops, competitions, lectures, events, and courses, or creating certifications, publications, regional advocacy boards, non-profit corporations, videos, podcasts, webcasts, or promotional materials.

4. Roles and Responsibilities

4.1 iDEA Hub shall:

4.1.1 Cultivate and support entrepreneurship and innovation in the iDEA Hub regions;

4.1.2 Assist in the formation of new businesses and aid in their successful development.

4.1.3 Position the business community to take advantage of the new opportunities that will be generated by the iDEA Hub partners, universities, federal labs, government and existing local business concerns.

4.1.4 Provide experiential learning opportunities and internships for students that will complement the iDEA Hub partners' workforce development programs;

4.1.5 Help facilitate partnerships between government, industry and academia.

4.1.6 Host training and network events to act as catalysts for idea exchange, collaboration, and knowledge sharing across Defense, Energy and Aerospace Industries;

4.1.7 Make reasonable efforts to attempt create good paying jobs in the iDEA Hub regions to attract and retain graduating students, newly trained members of the workforce and currently existing technologists, engineers and business executives.

4.2 The City of Ridgecrest shall:

4.2.1 Share with the iDEA Hub its partner network and actively participate in cross-collaboration activities that may benefit both Parties;

4.2.2 Provide office space for a Technology Incubator and Innovation Hub, for the purpose of supporting economic development and growth in the local communities.

4.2.3 Issue a public statement to relevant press outlets and marketing materials detailing the agents of the partnership, the purpose of the partnership, and the potential benefits of the partnership.

4.3 Each party shall afford the other party the first right-of-refusal of

participation in activities, events, symposia, competitions, and other opportunities relevant to the purposes of this partnership, as described herein. For purposes of this MOU, participation can mean, but is not limited to, co-hosting, sponsoring, partnering, collaborating, acting, supporting, presenting, engaging, publishing and researching relevant to the purposes of this partnership, as described herein. The Parties agree that all such opportunities shall be communicated in writing with advanced notice of no less than fourteen (14) days.

5. Amendments

5.1 Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by and between the Parties to this MOU and shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

6. Governing Law

6.1 The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Courts of Alameda County, or courts otherwise agreed to by all Parties.

7. Integration and Severability

7.1 This MOU, consisting of six (6) pages, represents the entire and integrated agreement between the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both Parties.

7.2 Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

8. Third-Party Beneficiary Rights

8.1 The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties, and shall inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's

performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

9. Indemnification

9.1 The Parties shall defend, indemnify, and hold harmless each other, and each other’s officers, employees, and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by iDEA Hub or City or each Party’s officers, employees, and agents.

10. Miscellaneous

10.1 Notices shall be deemed received when deposited in the U.S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

City of Ridgecrest
ATTN: Mayor
100 W. California Ave.
Ridgecrest, CA 93555-4054

CA IDEA iHub
ATTN: Director
521 Garis Ave.
Ridgecrest, CA 93555-4054

10.2 If an action at law or in equity is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, the Parties hereby have caused this MOU to be executed on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

APPROVED:
City of Ridgecrest

APPROVED:
**The California Innovation Hub
for Defense, Energy and Aerospace**

By: _____
Daniel Clark, Mayor

By: _____
Eileen Shipley, _____

Attest:

By: _____
Rachel Ford, Secretary

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Council Informational Discussion Of The Expectations And Impacts Of Being An Elected Official

PRESENTED BY:

Daniel O. Clark - Mayor

SUMMARY:

The General Municipal Election is scheduled for November 4, 2014. City of Ridgecrest has One Mayor and two Council Member seats that will be voted on at the election. Candidate filing period opens July 14, 2014 and ends August 8, 2014 and Mayor Clark has a concern that some potential candidates are not fully aware of the impact being an elected official has on the personal and professional life of the elected members. Additionally, there are certain committee appointments at the League of California Cities and Kern Council of Governments that require additional time and travel commitments.

At the July 2, 2014 regular meeting of the City Council, Mayor Clark requested a discussion item to provide the opportunity for Council Members to identify the expectations and impacts of being an elected official.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Discussion Item with no action to be taken

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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