



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

AGENDA

Wednesday

Regular

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

October 1, 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. 14-01
LAST RESOLUTION CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY NO. 14-97

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday October 1, 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

October 1, 2014

Page 2

CLOSED SESSION

GC54956.9 (d)(4) Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. William Dale Howard

GC54956.9 (d)(4) Conference with Legal Counsel – Existing Litigation – Eva Balfour v. City of Ridgecrest

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other

PUBLIC COMMENT

PRESENTATIONS

CONSENT CALENDAR

1. Adopt A Resolution To Approve The Professional Service Agreement With The Engineering Firm Of Willdan Engineering Provide The Construction Management For Installation Of Access Ramps Signing And Striping For Twelve (12) Intersections At Various Locations And Authorizing The City Manager, Dennis Speer, To Execute The Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement Culp
2. Adopt A Resolution To Approve the Professional Service Agreement With The Firm Of Willdan Engineering To Provide the Construction Management for Seven (7) Traffic Signal Modifications And Traffic Signal Timing At Various Locations and Authorizing the City Manager, Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement Culp
3. Adopt A Resolution To Approve The Proposal With The Engineering Firm Of Quad Knopf To Provide Environmental, Design Engineering, And Construction Management For a Congestion Mitigation and Air Quality Program (CMAQ) Project Graaf Avenue from North Sierra View Avenue to North Norma Street And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review Speer
4. Adopt A Resolution Allocating \$70,000.00 Of Tab Funds from the West Ridgecrest Boulevard Project For The Power Pole Relocation Associated With The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer, To Sign The Southern California Edison Utility Relocation Agreement Speer

AGENDA - CITY COUNCIL - REGULAR

October 1, 2014

Page 3

5. Adopt A Resolution Of The Ridgecrest City Council Authorizing The Destruction Of Certain Accounting Records McQuiston
6. Adopt A Resolution Of The Ridgecrest City Council Adopting And Reaffirming The City's Annual Statement Of Investments And Delegating The Authority To Make Such Investments To The City Treasurer McQuiston
7. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority For Meeting Dated September 17, 2014 Ford

DISCUSSION AND OTHER ACTION ITEMS

8. Approve By Minute Motion A Project Proposal From Justin O'Neill For The Ridgecrest Communications Platform Clark
9. Approve By Minute Motion, A Project Proposal From Justin O'Neill For The West Ridgecrest Boulevard Ribbon Cutting Ceremony 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

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 Professional Service Agreement With The Engineering Firm Of Willdan Engineering Provide The Construction Management For Installation Of Access Ramps Signing And Striping For Twelve (12) Intersections At Various Locations And Authorizing The City Manager, Dennis Speer, To Execute The Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

PRESENTED BY:

Loren Culp, City Engineer/Assistant Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for installation of access ramps signing and striping for twelve (12) intersections at various locations. The proposed services are on a time and materials basis not to exceed and include constructability review, bidding assistance, construction management, inspection, quality assurance testing.

Willdan Engineering is on the City Of Ridgecrest Pre-Qualified Engineering firms to provide construction management for projects of this this size and specific work plan.

Staff reviewed the proposal by Willdan Engineering. The proposed fee to complete the scope of work is \$24,610.00.

Funds for this expenditure will be taken from 018-4760-430-2109 ST 13-07.

Staff recommends that the City Council approve the professional service agreement and authorize the City Manager, Dennis Speer, to execute the agreement with the engineering firm of Willdan Engineering Inc. upon the City Attorney's Review and Approval.

FISCAL IMPACT: \$24,610.00

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution To Approve The Professional Service Agreement With The Engineering Firm Of Willdan Engineering Provide The Construction Management For Installation Of Access Ramps Signing And Striping For Twelve (12) Intersections At Various Locations And Authorizes The City Manager, Dennis Speer, To Execute The Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker

Action Date: October 1, 2014

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RESOLUTION NO. 14-xx

A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH THE ENGINEERING FIRM OF WILLDAN ENGINEERING PROVIDE THE CONSTRUCTION MANAGEMENT FOR INSTALLATION OF ACCESS RAMPS SIGNING AND STRIPING FOR TWELVE (12) INTERSECTIONS AT VARIOUS LOCATIONS AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT CONTINGENT UPON THE CITY ATTORNEY'S REVIEW AND APPROVAL OF THE AGREEMENT

WHEREAS, The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the City of Ridgecrest; and

WHEREAS, the proposed services are on an time and materials basis; and

WHEREAS, the services are for installation of access ramps signing and striping for twelve (12) intersections at various locations; and

WHEREAS, Willdan Engineering Inc. is on the City Of Ridgecrest Pre-Qualified Engineering firms; and

WHEREAS, the staff reviewed and analyzed the proposal; and

WHEREAS, the proposed fee to complete the scope of work is \$24,610.00; and

WHEREAS, the funds will be expended from account 018-4760-430-2109 ST 13-07.

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 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 1st Day of October 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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Construction Management for 12 Intersections for Signage and Striping at Various Locations

CONSULTANT AGREEMENT

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

1. Purpose.

(a) Assistance for construction management, labor compliance, material testing, and federal invoicing to Caltrans Highway and Safety Improvement Project 12 Intersections Signing and Striping Upgrades.

(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 **Twenty-Four Thousand Six Hundred Ten Dollars (\$24,610.00)**.

(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.

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."



Construction Management for 12 Intersections for Signage and Striping at Various Locations

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.

(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis



Construction Management for 12 Intersections for Signage and Striping at Various Locations

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



Construction Management for 12 Intersections for Signage and Striping at Various Locations

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



Construction Management for 12 Intersections for Signage and Striping at Various Locations

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.

construction or excavation of trenches which are five feet or deeper.

14. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states



Construction Management for 12 Intersections for Signage and Striping at Various Locations

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 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



Construction Management for 12 Intersections for Signage and Striping at Various Locations

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 Highway Administration.

17. State Prevailing Wage Rates

(a) The State of California's General Prevailing Wage Rates are not applicable to this contract.

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 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:



Construction Management for 12 Intersections for Signage and Striping at Various Locations

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

Mike Bustos, PE
Resident Engineer
Willdan Engineering
374 Poli Street, Suite 101
Ventura, CA 93001

(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.

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



Project Understanding and Scope of Work

Project Understanding

Upgrade of 7 Traffic Signals – Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform construction engineering services, and federal compliance services for the City's Upgrade of 7 Traffic Signals project. The project includes the construction of seven (7) traffic signal modifications and traffic signal timing for Norma Street/Ward Avenue; Downs Street/Drummond Avenue; Norma Street/Drummond Avenue; Norma Street/Las Flores Avenue; China Lake Boulevard/California Avenue; French Avenue/Drummond Avenue and China Lake/College Heights Boulevard.

The proposed improvements will include upgrading the traffic signal vehicle heads pedestrian heads, pedestrian push buttons to comply with current traffic signal standards. Furthermore the traffic signal timing chart will be updated to include current red, yellow and green times and update the pedestrian timing for 3.5 ft/s as well as bicycle timing if needed.

We understand that the proposed improvements are funded by federal programs and require the services of a consultant with expertise in the management of federally-funded projects.

Upgrade 12 Intersection Signs and Street Striping – Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform construction engineering and federal compliance services for the City's Upgrade 12 Intersection Signing and Striping project. The project includes the installation of access ramps, signing and striping for the intersection of Richmond Road/California Avenue; Downs Street/Bowman Road; Downs Street/Dolphin Avenue; Downs Street/Graaf Avenue; Downs Street/Upjohn Avenue; Downs Street/Ward Avenue; Norma Street/Bowman Road; Norma Street/Moyer Avenue; Norma Street/Reeves Avenue; Norma Street/Sydnor Avenue and Norma Street/Upjohn Avenue. The project will utilize the California Manual of Uniform Traffic Control Devices (California MUTCD), current editions, and the Caltrans Standard Plans and Specifications. Furthermore, the proposed improvements will be designed in compliance with current Americans with Disabilities Act (ADA) requirements.

The current California MUTCD has various warning and regulatory sign modifications. To ensure the City is complying with current guidelines, the manual will be used as a guideline for the installation and replacement of all types of signs. The city will be notified of any changes that are required per the California MUTCD including but not limited to standard sign size, reflectivity and usage of signs.

We understand that the proposed improvements are funded HSIP federal programs and require the services of a consultant with expertise in the management of federally-funded projects.

Scope of Work

Resident Engineering

1. Conduct a thorough review of the 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. 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 include appropriate language requiring On-the-Job Training (if applicable).
- h. 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. Attend prebid site meeting.
7. Coordinate design revisions, RFI's, and other appurtenant work with Willdan's designers.
8. Attend bid opening.
9. Review the three lowest bids and their good faith DBE efforts.
10. Verify the low bidder's qualifications, prepare the bid summary, prepare a recommendation of contract award, and prepare the notice of award.
11. Assist the City with public awareness and information 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.
12. Prepare the construction file. A copy of Willdan's LAPM file checklist is provided immediately following the Scope of Work section.
13. Ensure that the contractor distributes public construction notices and places construction and information signs.
14. Prepare special concerns to be presented at the preconstruction conference.
15. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.
16. Review contractor's safety program in consultation with City staff.
17. 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.
18. Log, track, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
19. Closely review schedule and advise contractor to take action on schedule slippage.
20. Document contractor's 20-day notices, mechanic's liens, and stop notices.
21. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
22. Prepare weekly statement of working days and submit to the contractor and the City.



23. Provide monthly progress report. A sample of Willdan’s monthly report can be provided upon request.

24. 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 review 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 list/log.

A sample of Willdan’s weekly meeting minutes can be provided upon request.

25. Prepare minutes for the weekly construction progress meeting.

26. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.

27. Evaluate and respond to the contractor’s requests for clarification of plans and specifications.

28. Ensure that all questions, conflicts, and issues are immediately brought to the City’s attention and addressed with appropriate directives to the contractor.

29. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.

30. 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.

31. 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.

32. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.

33. 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.

34. Monitor materials documentation and testing results and enforce corrections.

35. 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.



36. Monitor preparation of a punch list at substantial completion and follow up.
37. Routinely review construction files to ensure conformance to City standards and good construction management practice.
38. Ensure City received as-built set of drawings at completion.
39. 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.
40. Provide memorandum of clearance to issue the notice of completion.
41. Finalize and deliver all construction files and supplies to the City for their records.
42. 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.
43. On behalf of the City, attend and administer Caltrans or FHWA pre-, mid-, or post-construction project audits.

Construction Management and 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 reports, 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. (City's design consultant will transfer the contractor's record drawings to original Mylar drawings.)
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. Send a copy of the Notice of Pre-construction Meeting to Caltrans District 9.
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: 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. 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 for construction engineering.
2. Prepare LAPM Exhibit 5-A Progress Invoice, Local Agency Invoice Review Checklist (DLA-OB 14-05 Attachment A), and the appropriate Billing Summary Support Phases (DLA-OB 14-05 Attachment B) 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 and submit to Caltrans DLAE.
3. Monitor the Caltrans Local Assistance website for City projects with inactive obligations and notify City staff.
4. 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, LAPM Exhibit 15-N Finance Letter, and Exhibit 3-E Request for Authorization to Proceed Data Sheet based on the final construction and consultant costs.
5. Prepare LAPM Exhibit 17-A Federal Report of Expenditures Letter and the Report of Expenditures Checklist based on the Statement of Working Days.
6. Prepare LAPM Exhibit 17-C Local Agency Final Inspection Form to initiate Caltrans' job site review and verification of completion of the project.
7. 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.
8. Prepare LAPM Exhibit 5-A Final Invoice, Local Agency Invoice Review Checklist (DLA-OB 14-05 Attachment A), the appropriate Billing Summary Support Phases (DLA-OB 14-05 Attachment B), 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.
9. Submit to Caltrans DLAE Item Nos. 5 through 8 and attach the following items: LAPM Exhibit 17-F Final Report - Utilization of DBE, First Tier Subcontractors, LAPM Exhibit 17-O DBE Certification Status Change to initiate timely project closure and payment.
10. 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. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors and prepare minutes and attendance record.
5. Verify and document jobsite posting of wage rate information and labor compliance posters.
6. 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.
7. Follow up with the contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies.
8. Coordinate withholding of progress and/or retention payments with City staff if contractor fails to abide by labor compliance requirements.
9. Receive, pursue, and document labor complaints and recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
10. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
11. Coordinate project file reviews by authorized county, state, and federal agencies.
12. 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.)

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 preconstruction meeting, if needed.
3. Provide qualified Caltrans-certified soils technician to provide quality assurance monitoring of the contractor’s operations including signal foundations and sidewalk subgrade preparations to perform as-needed field density tests and/or probing of subgrade 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

September 19, 2014

Ms. Rachel Ford
City Clerk
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

Subject: (Revised) Fee Proposal Install Signs and Pavement Markings at 12 Intersections at Various Locations

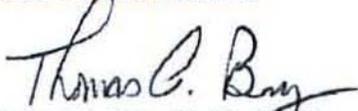
Dear Ms. Ford:

As requested, Willdan Engineering (Willdan) is pleased to submit the requested **REVISED** fee proposals to provide construction engineering services for the City's traffic signal and traffic marking projects. It is our understanding the subject project will be constructed concurrently with the City's traffic signal and traffic striping project. By constructing the two projects simultaneously, Willdan was able to lower our overall fee for each project and we have attached a revised Exhibit A for the City's review and comment.

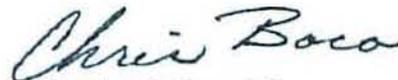
If there are any questions regarding this submittal or our qualifications, please contact Mr. Baca at (562) 908-6296.

Respectfully submitted,

WILLDAN ENGINEERING



Thomas A. Broz, PE, SE, FASCE
Director of Program and Construction
Management Services



Christopher D. Baca, RCI
Deputy Director of Program and Construction
Management Services



CITY OF RIDGECREST
Exhibit A
REVISED FEE PROPOSAL
FOR
CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR
Install Signs and Pavement Markings at 12 Intersections

TASK / CLASSIFICATION	RESIDENT ENGINEER	Senior Public Works Inspector	FEDERAL INVOICEING	LABOR COMPLIANCE	MATERIAL TESTING *	CLERICAL	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
HOURLY RATE:	\$135	\$105	\$180	\$120	NET FEE	\$65			
TOTALS									
PRECONSTRUCTION SERVICES	8	4				1	\$1,565	\$125	\$1,690
CONSTRUCTION MANAGEMENT SERVICES	16		28	8		1	\$8,225	\$0	\$8,225
CONSTRUCTION INSPECTION SERVICES	4	80					\$8,940	\$0	\$8,940
*MATERIAL TESTING SERVICES	4	4			\$2,750.00		\$960	\$2,750	\$3,710
POST CONSTRUCTION SERVICES	8	8					\$1,920	\$125	\$2,045
TOTALS	40	96	28		2,750	2	\$21,610	\$3,000	\$24,610

This not-to-exceed fee is based on a 20 working day contract, Monday through Friday 8:00 a.m. through 5:00 p.m. Should the City be unable to construct the project concurrently, additional services will be provided on a time-and-material basis at Willdan' standard hourly rates.

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

SUBJECT:

A Resolution To Approve the Professional Service Agreement With The Firm Of Willdan Engineering To Provide the Construction Management for Seven (7) Traffic Signal Modifications And Traffic Signal Timing At Various Locations and Authorizing the City Manager, Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

PRESENTED BY:

Loren Culp, City Engineer/Assistant Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the seven (7) traffic signal modifications and traffic signal timing at various locations. The proposed services are on a time and materials basis not to exceed and include constructability review, bidding assistance, construction management, inspection, quality assurance testing.

Willdan Engineering Inc. is on the City Of Ridgecrest Pre-Qualified Engineering firms to provide construction management for projects of this size and specific work plan.

Staff reviewed the proposal by Willdan Engineering Inc. The proposed fee to complete the scope of work is \$24,610.00.

The funds come from the Highway Safety Improvement Program (HSIP) which is administered by Caltrans.

Funds for this expenditure will be taken from 018-4760-430-2109 TS 13-06.

Staff recommends that the City Council approves the professional service agreement and authorize the City Manager, Dennis Speer, to execute the agreement with the engineering firm of Willdan Engineering Inc. upon the City Attorney's Review and Approval.

FISCAL IMPACT: \$24,610.00

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution To Approve the Professional Service Agreement With The Engineering Firm Of Willdan Engineering To Provide the Construction Management for Seven (7) Traffic Signal Modifications And Traffic Signal Timing At Various Locations and Authorizing the City Manager, Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker

Action Date: October 1, 2014

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RESOLUTION NO. 14-xx

A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH THE ENGINEERING FIRM OF WILLDAN ENGINEERING TO PROVIDE THE CONSTRUCTION MANAGEMENT FOR SEVEN (7) TRAFFIC SIGNAL MODIFICATIONS AND TRAFFIC SIGNAL TIMING AT VARIOUS LOCATIONS AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT CONTINGENT UPON THE CITY ATTORNEY'S REVIEW AND APPROVAL OF THE AGREEMENT

WHEREAS, The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the City of Ridgecrest; and

WHEREAS, the proposed services are on an time and materials basis; and

WHEREAS, the services is for the Seven (7) Traffic Signal Modifications and traffic signal timing at various locations; and

WHEREAS, Willdan Engineering is one of the City Of Ridgecrest Pre-Qualified Engineering firms; and

WHEREAS, the staff reviewed and analyzed the proposal; and

WHEREAS, the proposed fee to complete the scope of work is \$24,610.00; and

WHEREAS, The funds come from the Highway Safety Improvement Program (HSIP) which is administered by Caltrans; and

WHEREAS, the funds will be expended from account 018-4760-430-2109 TS 13-06.

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 Willdan Engineering; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts; and
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 1st day of October 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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Construction Management for Updating 7 Traffic Signals at Various Locations

CONSULTANT AGREEMENT

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

1. Purpose.

(a) Assistance for construction management, labor compliance, material testing, and federal invoicing to Caltrans for the Updating of 7 Traffic Signals at Various Locations in the City of Ridgecrest.

(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 **Twenty-Four Thousand Six Hundred and Ten Dollars (\$24,610.00)**.

(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.

This Agreement shall commence upon City's written authorization to proceed and



Construction Management for Updating 7 Traffic Signals at Various Locations

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.



Construction Management for Updating 7 Traffic Signals at Various Locations

(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



Construction Management for Updating 7 Traffic Signals at Various Locations

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 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



Construction Management for Updating 7 Traffic Signals at Various Locations

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 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.



Construction Management for Updating 7 Traffic Signals at Various Locations

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 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



Construction Management for Updating 7 Traffic Signals at Various Locations

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 Highway Administration.

17. State Prevailing Wage Rates

(a) The State of California's General Prevailing Wage Rates are not applicable to this contract.

18. 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 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:



Construction Management for Updating 7 Traffic Signals at Various Locations

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

Mike Bustos
Resident Engineer
Willdan Engineering
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.

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



Project Understanding and Scope of Work

Project Understanding

Upgrade of 7 Traffic Signals – Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform construction engineering services, and federal compliance services for the City's Upgrade of 7 Traffic Signals project. The project includes the construction of seven (7) traffic signal modifications and traffic signal timing for Norma Street/Ward Avenue; Downs Street/Drummond Avenue; Norma Street/Drummond Avenue; Norma Street/Las Flores Avenue; China Lake Boulevard/California Avenue; French Avenue/Drummond Avenue and China Lake/College Heights Boulevard.

The proposed improvements will include upgrading the traffic signal vehicle heads pedestrian heads, pedestrian push buttons to comply with current traffic signal standards. Furthermore the traffic signal timing chart will be updated to include current red, yellow and green times and update the pedestrian timing for 3.5 ft/s as well as bicycle timing if needed.

We understand that the proposed improvements are funded by federal programs and require the services of a consultant with expertise in the management of federally-funded projects.

Upgrade 12 Intersection Signs and Street Striping – Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform construction engineering and federal compliance services for the City's Upgrade 12 Intersection Signing and Striping project. The project includes the installation of access ramps, signing and striping for the intersection of Richmond Road/California Avenue; Downs Street/Bowman Road; Downs Street/Dolphin Avenue; Downs Street/Graaf Avenue; Downs Street/Upjohn Avenue; Downs Street/Ward Avenue; Norma Street/Bowman Road; Norma Street/Moyer Avenue; Norma Street/Reeves Avenue; Norma Street/Sydnor Avenue and Norma Street/Upjohn Avenue. The project will utilize the California Manual of Uniform Traffic Control Devices (California MUTCD), current editions, and the Caltrans Standard Plans and Specifications. Furthermore, the proposed improvements will be designed in compliance with current Americans with Disabilities Act (ADA) requirements.

The current California MUTCD has various warning and regulatory sign modifications. To ensure the City is complying with current guidelines, the manual will be used as a guideline for the installation and replacement of all types of signs. The city will be notified of any changes that are required per the California MUTCD including but not limited to standard sign size, reflectivity and usage of signs.

We understand that the proposed improvements are funded HSIP federal programs and require the services of a consultant with expertise in the management of federally-funded projects.

Scope of Work

Resident Engineering

1. Conduct a thorough review of the 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. 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 include appropriate language requiring On-the-Job Training (if applicable).
- h. 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. Attend prebid site meeting.
7. Coordinate design revisions, RFI's, and other appurtenant work with Willdan's designers.
8. Attend bid opening.
9. Review the three lowest bids and their good faith DBE efforts.
10. Verify the low bidder's qualifications, prepare the bid summary, prepare a recommendation of contract award, and prepare the notice of award.
11. Assist the City with public awareness and information 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.
12. Prepare the construction file. A copy of Willdan's LAPM file checklist is provided immediately following the Scope of Work section.
13. Ensure that the contractor distributes public construction notices and places construction and information signs.
14. Prepare special concerns to be presented at the preconstruction conference.
15. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.
16. Review contractor's safety program in consultation with City staff.
17. 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.
18. Log, track, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
19. Closely review schedule and advise contractor to take action on schedule slippage.
20. Document contractor's 20-day notices, mechanic's liens, and stop notices.
21. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
22. Prepare weekly statement of working days and submit to the contractor and the City.



23. Provide monthly progress report. A sample of Willdan’s monthly report can be provided upon request.

24. 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 review 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 list/log.

A sample of Willdan’s weekly meeting minutes can be provided upon request.

25. Prepare minutes for the weekly construction progress meeting.

26. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.

27. Evaluate and respond to the contractor’s requests for clarification of plans and specifications.

28. Ensure that all questions, conflicts, and issues are immediately brought to the City’s attention and addressed with appropriate directives to the contractor.

29. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.

30. 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.

31. 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.

32. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.

33. 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.

34. Monitor materials documentation and testing results and enforce corrections.

35. 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.



36. Monitor preparation of a punch list at substantial completion and follow up.
37. Routinely review construction files to ensure conformance to City standards and good construction management practice.
38. Ensure City received as-built set of drawings at completion.
39. 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.
40. Provide memorandum of clearance to issue the notice of completion.
41. Finalize and deliver all construction files and supplies to the City for their records.
42. 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.
43. On behalf of the City, attend and administer Caltrans or FHWA pre-, mid-, or post-construction project audits.

Construction Management and 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 reports, 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. (City's design consultant will transfer the contractor's record drawings to original Mylar drawings.)
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. Send a copy of the Notice of Pre-construction Meeting to Caltrans District 9.
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: 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. 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 for construction engineering.
2. Prepare LAPM Exhibit 5-A Progress Invoice, Local Agency Invoice Review Checklist (DLA-OB 14-05 Attachment A), and the appropriate Billing Summary Support Phases (DLA-OB 14-05 Attachment B) 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 and submit to Caltrans DLAE.
3. Monitor the Caltrans Local Assistance website for City projects with inactive obligations and notify City staff.
4. 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, LAPM Exhibit 15-N Finance Letter, and Exhibit 3-E Request for Authorization to Proceed Data Sheet based on the final construction and consultant costs.
5. Prepare LAPM Exhibit 17-A Federal Report of Expenditures Letter and the Report of Expenditures Checklist based on the Statement of Working Days.
6. Prepare LAPM Exhibit 17-C Local Agency Final Inspection Form to initiate Caltrans' job site review and verification of completion of the project.
7. 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.
8. Prepare LAPM Exhibit 5-A Final Invoice, Local Agency Invoice Review Checklist (DLA-OB 14-05 Attachment A), the appropriate Billing Summary Support Phases (DLA-OB 14-05 Attachment B), 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.
9. Submit to Caltrans DLAE Item Nos. 5 through 8 and attach the following items: LAPM Exhibit 17-F Final Report - Utilization of DBE, First Tier Subcontractors, LAPM Exhibit 17-O DBE Certification Status Change to initiate timely project closure and payment.
10. 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. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors and prepare minutes and attendance record.
5. Verify and document jobsite posting of wage rate information and labor compliance posters.
6. 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.
7. Follow up with the contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies.
8. Coordinate withholding of progress and/or retention payments with City staff if contractor fails to abide by labor compliance requirements.
9. Receive, pursue, and document labor complaints and recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
10. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
11. Coordinate project file reviews by authorized county, state, and federal agencies.
12. 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.)

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 preconstruction meeting, if needed.
3. Provide qualified Caltrans-certified soils technician to provide quality assurance monitoring of the contractor’s operations including signal foundations and sidewalk subgrade preparations to perform as-needed field density tests and/or probing of subgrade 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

September 19, 2014

Ms. Rachel Ford
City Clerk
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

Subject: (Revised) Fee Proposal for Upgrade Traffic Signals at 7 Intersections at Various Locations

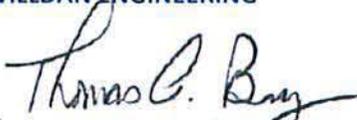
Dear Ms. Ford:

As requested, Willdan Engineering (Willdan) is pleased to submit the requested **REVISED** fee proposals to provide construction engineering services for the City's traffic signal and traffic marking projects. It is our understanding the subject project will be constructed concurrently with the City's traffic signal and traffic striping project. By constructing the two projects simultaneously, Willdan was able to lower our overall fee for each project and we have attached a revised Exhibit A for the City's review and comment.

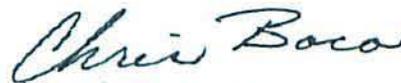
If there are any questions regarding this submittal or our qualifications, please contact Mr. Baca at (562) 908-6296.

Respectfully submitted,

WILLDAN ENGINEERING



Thomas A. Broz, PE, SE, FASCE
Director of Program and Construction
Management Services



Christopher D. Baca, RCI
Deputy Director of Program and Construction
Management Services



CITY OF RIDGECREST
Exhibit A - Concurrent Fee
REVISED 9-19-14 FEE PROPOSAL
FOR
CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR
Upgrade Traffic Signals at 7 Intersections

TASK / CLASSIFICATION	RESIDENT ENGINEER	Senior Public Works Inspector	FEDERAL INVOICEING	LABOR COMPLIANCE	MATERIAL TESTING *	CLERICAL	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
HOURLY RATE:	\$135	\$105	\$180	\$120	NET FEE	\$65			
TOTALS									
PRECONSTRUCTION SERVICES	8	4				1	\$1,565	\$125	\$1,690
CONSTRUCTION MANAGEMENT SERVICES	16		28	8		1	\$8,225	\$0	\$8,225
CONSTRUCTION INSPECTION SERVICES	4	80					\$8,940	\$0	\$8,940
*MATERIAL TESTING SERVICES	4	4			\$2,750.00		\$960	\$2,750	\$3,710
POST CONSTRUCTION SERVICES	6	6					\$1,920	\$125	\$2,045
TOTALS	40	96	28		2,750	2	\$21,610	\$3,000	\$24,610

This not-to-exceed fee is based on a 20 working day contract, Monday through Friday 8.00 a.m. through 5.00 p.m. Should the City be unable to construct the project concurrently, additional services will be provided on a time-and-material basis at Willdan' standard hourly rates.

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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 a Congestion Mitigation and Air Quality Program (CMAQ) Project Graaf Avenue from North Sierra View Avenue to North Norma Street 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 Congestion Mitigation and Air Quality Program (CMAQ) Project Graaf Avenue from North Sierra View Avenue to North Norma Street. The specific project includes paving a dirt road a quarter of a mile. The proposed services are on a time and materials basis not to exceed.

Quad Knopf is on the City of Ridgecrest Pre-Qualified Engineering firms to design engineering and construction management for projects of this size and specific work plan.

Staff reviewed the proposal by Quad Knopf and the proposal fee to complete the scope of work is \$53,000.00. This fee includes the matching money that is required by the City to fulfill its obligation to the CMAQ program of \$13,372.00. The \$53,000.00 will be taken from the Tax Allocation Bonds Fund expenditure account 002-4340-434-3205 MCPAVE.

The total reimbursable project cost for this project through the federal funding of CMAQ is \$103,206.00.

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: \$53,000.00

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 Congestion Mitigation and Air Quality Program (CMAQ) Project Graaf Avenue from North Sierra View Avenue to North Norma Street 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: Karen Harker
(Rev. 02/13/12)

Action Date: October 1, 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 CONGESTION MITIGATION AND AIR QUALITY PROGRAM (CMAQ) PROJECT GRAAF AVENUE FROM NORTH SIERRA VIEW AVENUE TO NORTH NORMA STREET 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 Congestion Mitigation And Air Quality Program (CMAQ) Project Graaf Avenue from North Sierra View Avenue to North Norma Street; and

WHEREAS, specific project includes paving a dirt road a quarter of a mile; and

WHEREAS, Quad Knopf is on the City of Ridgecrest Pre-Qualified Engineering firms to design engineering and construction management for projects of this size and specific work plan; and

WHEREAS, Staff reviewed the proposal by Quad Knopf and the proposal fee to complete the scope of work is \$53,000.00; and

WHEREAS, This fee includes the matching money that is required by the City to fulfill its obligation to the CMAQ program of \$13,372.00; and

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

WHEREAS, The total reimbursable project cost for this project through the federal funding of CMAQ is \$103,206.00; and

WHEREAS, The \$53,000.00 will be taken from the Tax Allocation Bonds Fund expenditure account 002-4340-434-3205 MCPAVE.

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; and
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 1st day of October 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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Graaf Avenue Project from North Sierra View to North Norma Street 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 Graaf Avenue between North Sierra View Street to North Norma Street.

(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 **Fifty-three Thousand Dollars (\$53,000.00)**.

(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.



Graaf Avenue Project from North Sierra View to North Norma Street Surface Unpaved Street

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:



Graaf Avenue Project from North Sierra View to North Norma Street Surface Unpaved Street

(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



Graaf Avenue Project from North Sierra View to North Norma Street Surface Unpaved Street

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



Graaf Avenue Project from North Sierra View to North Norma Street Surface Unpaved Street

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



Graaf Avenue Project from North Sierra View to North Norma Street Surface Unpaved Street

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



Graaf Avenue Project from North Sierra View to North Norma Street Surface Unpaved Street

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. 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 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

Jeff Cowart
Branch Manager, Bakersfield Office
Quad Knopf, Inc



**Graaf Avenue Project from North Sierra View to North Norma Street
Surface Unpaved Street**

100 W. California Avenue
Ridgecrest, CA 93555-4054

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.

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: _____
Jeff Cowart, Branch Manager Bakersfield Office

APPROVED AS TO FORM
City Attorney

By _____
Attorney

Project Understanding & Detailed Scope of Work

Project Understanding

The City of Ridgecrest intends to pave along an east-west segment of Graaf Avenue between North Sierra View and North Norman Street using a Congestion Mitigation and Air Quality (CMAQ) grant. The proposed project includes paving a 16 foot wide section of the dirt portion of the street along the south side of the street for approximately 610 feet.

According to the CMAQ application, the street currently serves about 300 vehicle trips per day. The street, which is surrounded by residential neighborhoods, vacant lots and commercial buildings, is used primarily by drivers traveling in the neighborhood. With completion of the street segment, vehicle, pedestrian and bicycle trips are expected to increase since drivers will no longer be forced to drive in the unpaved section.

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. In addition we are providing similar services for the South Sunland Street Improvement Project between Upjohn Avenue and Bowman Avenue which is currently completing construction. 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.

Based on our previous projects with the City, Quad Knopf understands that our project team will prepare, coordinate, submit and process all required submittals to Caltrans within the required schedule, and coordinate and schedule any required meetings with Caltrans staff. Our project team will review the submittals with City staff and receive authorizations prior to submitting any submittals and/or deliverables to Caltrans. These submittals, deliverables and meetings are described in the following project approach and scope of work.

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 Graaf Avenue 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, Improvement plans for developments adjacent to Graaf Avenue and any underground sanitary sewer and storm drainage plans along the Graaf alignment.

Based on our subsequent discussions, the pavement design will be based on the structural thickness of the existing pavement along the north side of the project as shown on the improvement plans, and City street standards. It is understood that no geotechnical investigations will be required for the design of the pavement section.

If during the course of the project, it is determined that additional or supplemental studies or information is needed to complete the design of Graaf Avenue, 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 Engineering, Environmental Compliance, Final Engineering including plans, specifications and estimates (PS&E), Bid Documents and Construction Engineering. Throughout the project our team will also be coordinating all work and process all required authorizations with Caltrans. 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 "Project Management" 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 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 Environment 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 (30% 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; and
- ◆ Incorporate survey information determined for right of way limits and existing monuments into a base map to determine projects constraints for the proposed alternatives.
- ◆ 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; and
- ◆ 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 2.2.3: Final Engineer's Design Report (FDR)

After completion of the Task 2.2.2, 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 2.2.4: 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 2.2.5: 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 2.2.6: 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 2.2.7: Engineering Plans, Specifications, and Cost Estimates (PS&E)

Based on the information determined in the Engineer's Final Design Report (FDR Task 2.2.3), and field surveys (Tasks 2.2.4 and 2.2.5), 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% PS&E: Prepare plans, specifications, and construction costs estimates (PS&E) to the 30% 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 30% 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 (RFA) 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 by January 31, 2015. Quad Knopf will advise Kern COG when the RFA package has been submitted, and 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. Pre-bid meetings and associated job walks are not anticipated for this project. 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.
- ◆ 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:

South Graaf Avenue Project – 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
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]	30 days
Close-out period	30 days
Total for Critical Path Schedule	275 business days

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.

Detailed Cost Proposal

The following table provides a summary of the proposed time and materials “not-to-exceed” fee estimate for this project. A complete budget breakdown with estimated hours is also attached for your review. Quad Knopf will invoice the City of Ridgecrest monthly based on work performed.

Graaf Avenue Project – CMAQ Grant

Phase	Fee
Phase 1 – RFA Preliminary Engineering	\$1,491
Phase 2 – Environmental Compliance, Civil Engineering Design, and Survey Services	\$25,854
Phase 3 – RFA Construction	\$1,689
Phase 4 – Construction Engineering	\$23,966
Total	\$53,000

In accordance with the RFP, we have provided a fee for Assurance Testing only. If the City desires to perform Acceptance Testing, then we will provide a separate scope and fee to provide Acceptance Testing.

The above cost proposal was developed in accordance with the scope of services presented in the RFP and our understanding of the project. Quad Knopf has some suggestions to modify the scope and reduce the cost proposal, such as: use of existing street plans to develop the pavement section to be used; reduce the number of on-site meetings; and/or confirm required studies with Caltrans prior to beginning any work.

If the City desires, Quad Knopf will meet with the City to review the proposed scope and fees, and discuss any changes in scope of services and fees that will better meet the City’s needs.

Quad Knopf, Inc.
 CMAQ Project: Graaf Avenue - Detailed Fee Proposal
 9/19/2014
 Project Hours

Phase No.	Task Description	Labor cost														Subtotal Labor	Task Cost	10% City Discount on QK Labor	
		Principal Engineer	Senior Engineer	Sr. Const. Manager	Field Const. Observer	Assistant Engineer	Utility Coordinator	Environmental Planner	Sr. Associate Engineer	Traffic Engineer	Sr. Associate Biologist	Sr. Associate Surveyor	Associate CADD	Survey Crew	Clerical				
	Rate (\$/hr)	\$ 199	\$ 180	\$ 165	\$ 99	\$ 110	\$ 148	\$ 142	\$ 156	\$ 156	\$ 121	\$ 156	\$ 97	\$ 225	\$ 66				
1.0	RFA Preliminary Engineering	1	7												3	1657	1,657.00	1,491.30	
2.1	Environmental Compliance															-	11,005.40	10,393.70	
2.1.1	Field review & Background Investigation	1	9			1		16								4,201	4,370.90	3,950.80	
2.1.2	Environmental Studies & Consultation		1					2			12					1,916	6,634.50	6,442.90	
2.2	Civil Engineering Design and Survey Services															-	16,993.80	15,459.90	
2.2.1	Preliminary Engineering and Survey Services		4										2			1,032	1,032.00	928.80	
2.2.2	30% Deliverable of Engineer's PDR		3			1							6		1	1,298	1,398.00	1,268.20	
2.2.3	100% Deliverable of Final Engineer's Design Report		2			1							3		1	827	827.00	744.30	
2.2.4	Determine Right of Way and Monumentation												2		4	1,212	1,381.90	1,290.70	
2.2.5	Boundary and Topographic												4		8	3,200	3,369.90	3,049.90	
2.2.6	Utility Coordination						16									2	2,500	2,550.00	2,300.00
2.2.7	Engineering PS&E	2	6			24			2	2					8	5,270	6,435.00	5,908.00	
3.0	RFA Construction	1	7			2									3	1,877	1,877.00	1,689.30	
4.0	Construction Engineering																25,741.53	23,965.93	
4.1	Plans and Specifications for Bid Documents		2						2							4	936	1,136.00	1,042.40
4.2.1	Bidding Assistance			11	1				1							4	2,334	2,728.90	2,495.50
4.2.2	Contract Management and Contract Administration	2		20	4										12	4,886	6,220.80	5,732.20	
4.2.3	Field Services			6	60											6,930	8,199.40	7,506.40	
4.2.4	Quality Assurance Testing			4												660	5,446.43	5,380.43	
4.2.5	Close Out Documents	1		9									2		2	2,010	2,010.00	1,809.00	
Hours		8	41	50	65	29	16	18	5	2	12	8	19	12	40	42,746	\$ 57,274.73	\$ 53,000.13	
TOTAL COST		\$ 1,592	\$ 7,380	\$ 8,250	\$ 6,435	\$ 3,190	\$ 2,368	\$ 2,556	\$ 780	\$ 312	\$ 1,452	\$ 1,248	\$ 1,843	\$ 2,700	\$ 2,640	\$ 42,746	\$ 57,274.73	\$ 53,000.13	

DBE Contribution
 Alert-O-Lite, Inc
 Task 2.2.10 = \$ 900.00
 Task 4.2.2 = \$ 900.00
 Total \$ 1,800.00
 Percentage 3.40%

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

SUBJECT: A Resolution Allocating \$70,000.00 Of Tab Funds from the West Ridgecrest Boulevard Project For The Power Pole Relocation Associated With The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer, To Sign The Southern California Edison Utility Relocation Agreement

PRESENTED BY:

Dennis Speer, Public Work Director

SUMMARY:

During the construction of West Ridgecrest Boulevard Project, there were two power poles identified that are in conflict at the corner of Downs Avenue and West Ridgecrest Boulevard that need relocation. One is a guy pole located on the southeast corner and the other is distribution pole located on the northwest corner.

These poles need to be moved to continue forward with the construction improvements of the intersection and traffic signal that will be located at the intersection.

It is staff's recommendation that the City Council authorize the City Manager to sign the SCE utility agreement for the relocation of the poles. The pole relocation would be paid for with the use of TAB funds that were allocated for the project as matching funds from the West Ridgecrest Boulevard Project.

Funding will come from the expenditure line 018-4760-430-4601- ST14-01.

FISCAL IMPACT: \$70,000.00. The relocation to be paid for from TAB funds allocated to the project as local matching funds.

ACTION REQUESTED: Adopt A Resolution Allocating \$70,000.00 Of Tab Funds from the West Ridgecrest Boulevard Project For The Power Pole Relocation Associated With The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer, To Sign The Southern California Edison Utility Relocation Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker

Action Date: October 1, 2014

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RESOLUTION NO. 14-XX

A RESOLUTION ALLOCATING SEVENTY THOUSAND DOLLARS (\$70,000.00) OF TAB FUNDS FROM THE WEST RIDGECREST BOULEVARD PROJECT FOR THE POWER POLE RELOCATION ASSOCIATED WITH THE WEST RIDGECREST BOULEVARD PROJECT AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE SOUTHERN CALIFORNIA EDISON UTILITY RELOCATION AGREEMENT

WHEREAS, During the construction of West Ridgecrest Boulevard Project, there were two power poles identified that are in conflict at the corner of Downs Avenue and West Ridgecrest Boulevard that need relocation; and

WHEREAS, One is a guy pole located on the southeast corner and the other is distribution pole located on the northwest corner; and

WHEREAS, These poles need to be moved to continue forward with the construction improvements of the intersection and traffic signal that will be located at the intersection; and

WHEREAS, It is staff's recommendation that the City Council authorize the City Manager to sign the SCE utility agreement for the relocation of the poles and

WHEREAS, The pole relocation would be paid for with the use of TAB funds that were allocated for the project as matching funds from the West Ridgecrest Boulevard Project; and

WHEREAS, Funding will come from the expenditure line 018-4760-430-4601 ST14-01.

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

1. Authorizes the Approval Allocating Seventy Thousand Dollars (\$70,000) of TAB Funds for Power Pole Relocation on the corner of West Ridgecrest Boulevard and Downs Avenue; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts; and
3. Authorizes the City Manager, Dennis Speer, to execute the agreement.

APPROVED AND ADOPTED this 1st day of October 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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Cindy Quinn
Project Manager
Transmission Project Management

September 15, 2014

City of Ridgecrest
Attn: Loren Clup
100 W California Avenue
Ridgecrest, CA 93555

Subject: City of Ridgecrest – South Downs
Project Location: Ridgecrest Blvd & South Downs Ridgecrest, CA
SCE Facility Name: Downs–Inyokern–Mcgen–Searles
Project ID #879

Dear Loren Clup:

Southern California Edison (SCE) has received a request from City of Ridgecrest to provide a cost estimate to relocate existing Transmission, Distribution and ECS facilities located on Ridgecrest Blvd & South Downs in the City of Ridgecrest. In order to accommodate your request, SCE's Transmission, Distribution, and ECS facilities will be modified as follows:

Relocate 3 transmission poles with distribution and ECS to accommodate street improvements.

The estimated cost to relocate these facilities to accommodate the development of your project is Seventy Five Thousand Dollars (\$75,000.00), which does not include Income Tax Component of Contribution (ITCC). SCE acknowledges receipt of Five Thousand Dollars (\$5,000.00) as an engineering advance, therefore the balance due at this time is Seventy Thousand Dollars (\$70,000.00).

Please issue your payment in the above-described amount payable to Southern California Edison, and forward it to the Accounts Receivable address indicated on the enclosed Invoice, or follow the instructions on the Invoice for making a wire or ACH payment.

Please return a countersigned copy of this letter agreement to my office at the following address: 12353 Hesperia Rd. Victorville, CA 92395.

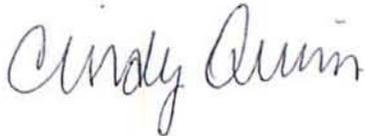
12353 Hesperia Rd.
Victorville, CA 92395
(760) 217-1487
Cindy.Quinn@sce.com

All prices are applicable for 90 days from receipt of this letter. Upon receipt of all funds, a signed copy of this letter, any required easements/land rights, and a signed copy of the SCE construction drawings, this project will be released for construction. SCE will require approximately 90 days procure material and schedule crew resources.

At the completion of the project, City of Ridgecrest will be provided a final invoice and be billed or refunded any difference covering the actual cost of the project.

If there are any delays or this project is canceled, please notify me immediately at (760) 217-1487.

Sincerely,



Cindy Quinn
Project Manager
Transmission Project Management

I acknowledge and agree to the above referenced SCE billing process and approval of SCE's proposed plan of relocation as a duly authorized representative of City of Ridgecrest.

By: _____
Signature - City of Ridgecrest

Date: _____

Print Name

Title: _____

Enclosure

cc: Keith Sifling
George Perez

Hugo Ayala
Maria Bodenhoefer

Deborah Hess
Project File



An EDISON INTERNATIONAL® Company

Request For Advance Payment

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

Document # 7590003772
Document Date 09/15/2014
Customer # 10153417
SCE Contact Cindy Quinn
Telephone # 760-217-1487
(RE)

Description	Amount
Advance Payment - Project Payment	\$70,000.00
SCE Project# : 879-Ridgecrest SD	
Ridgecrest Blvd and South Downs	
Please cc Fabiola.Guerra@sce.com upon receipt of payment.	
Thank you.	

If paying by check, please follow instructions on bill stub below

Instructions for wire or ACH payments:
JP Morgan Chase Bank
New York, NY

ABA#: 021000021 Acct#: 323-394434
SCE Taxpayer ID No. 95-1240355

Ref: Customer# 10153417 - Document# 7590003772 - Cindy Quinn

Failure to properly identify your customer and document number may delay your project

Please detach and return payment stub with payment

Cut Here



Payment Stub

\$70,000.00

Customer 10153417
Document 7590003772
(RE)

Enter the amount you
paid \$

Make check payable to Southern California Edison.
Please include customer and document# on the check.

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

Southern California Edison
Attn: Accounts Receivable
PO Box 800
Rosemead, CA
91771-0001

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

SUBJECT:

A Resolution Of The Ridgecrest City Council Authorizing The Destruction Of Certain Accounting Records.

PRESENTED BY:

Rachelle McQuiston, Finance Director

SUMMARY:

The Local Government Records Management Guidelines as published by the California Secretary of State dated February 2006 was used to determine the retentions schedules of our records. This resolution authorizes the destruction of certain accounting records that have been identified as no longer useful to or needed by the City. These records are listed below.

Type of Record	Destruct Instructions	Number of Boxes
Payroll	FY08 and Before	6
Month Ends, Budget Adjustments, Adjusting Journals	FY09 and Before	2
Cash Receipts	FY09 and Before	5
Accounts Payable	FY09 and Before	8
		Total: 21

FISCAL IMPACT:

None. There is no cost for the destruction of these records.

Reviewed by: Assistant Finance Director

ACTION REQUESTED:

Authorize the destruction of all originals and copies of the documents as listed.

CITY MANAGER 'S RECOMMENDATION:

Action as requested:

Submitted by: Kelly Morrison

Action Date: October 1, 2014

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RESOLUTION NO. 14-XX

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING
THE DESTRUCTION OF CERTAIN ACCOUNTING**

WHEREAS, certain accounting records (listed above) have been identified as no longer useful to or needed by the City; and

WHEREAS, the City is not required to preserve these records.

NOW THEREFORE, the Ridgecrest City Council hereby authorizes and instructs the City Clerk and the Finance Division to destroy all the originals and copies of the accounting records listed above.

APPROVED AND ADOPTED this 1st day of October 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark, Mayor

ATTEST

Rachel J. Ford, CMC
City Clerk

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

SUBJECT: Resolution Reaffirming and Approving the Annual Investment Policy

PRESENTED BY:

V. Rachelle McQuiston, Finance Director/City Treasurer

SUMMARY:

The Government Code of the State of California requires that the City Treasure or Chief Financial Officer annually render a statement of investment policy to the City Council. The attached resolution adopts the City of Ridgecrest Annual Investment Policy.

The City complies with the State of California requirements of investing its funds according to the "Prudent Investor Standard". This standard provides that when making investment decisions, the prudent investor shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity would use in the conduct of funs of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

There have been no changes in the Investment Policy from last year.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

Approve the attached resolution.

CITY MANAGER 'S RECOMMENDATION:

Action as requested:

Submitted By: Tess Sloan

Action Date: October 1, 2014

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RESOLUTION NO. 14-XX

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL ADOPTING
AND REAFFIRMING THE CITY'S ANNUAL STATEMENT OF
INVESTMENTS AND DELEGATING THE AUTHORITY TO MAKE SUCH
INVESTMENTS TO THE CITY TREASURER**

WHEREAS, the State of California Government Code Section 53646 (a) requires the City Treasurer or Chief Financial Officer to annually render a statement of investment policy to the City Council;

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council the City of Ridgecrest does hereby reaffirm and approve the City of Ridgecrest Annual Investment Policy herein attached as Exhibit A; and
2. The Annual Investment Policy adopted herein; and
3. The City Treasurer is hereby designated the authorized official to make all City Investments pursuant to the Government Code and City of Ridgecrest Investment Policy; and such designation shall remain in effect until rescinded.

APPROVED AND ADOPTED this 1st day of October, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

Office of the City Treasurer

INVESTMENT POLICY FOR PUBLIC FUNDS
Presented to the Ridgecrest City Council October 1, 2014

1. Purpose

This statement is intended to establish the policies for prudent investment of the City's funds, and to provide guidelines for suitable investments.

It is the policy of the City of Ridgecrest to invest public funds not required for immediate day-to-day operations in safe and liquid investments having a market-average rate of return while conforming to all state statutes governing the investment public funds. The ultimate goal is to enhance the economic status of the City while protecting its funds.

The investment policies and practices of the City of Ridgecrest are based upon Federal, State, and local law and prudent money management.

This statement is intended to provide direction for the investment of the City's temporary idle cash under the prudent investor rule. Civil code Section 2261, et seq. States in part "investing...for the benefit of another, a trustee shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of their own affairs..."

2. Objectives

The primary objectives of the City's investment policy are:

- Safety
- Liquidity
- Yield

The City strives to maintain the level of investment of all idle funds as near 100% as possible, through the optimum operation of its cash management system which is designed to accurately monitor and forecast expenditures and revenue. The City attempts to obtain the highest yield on its investment consistent with preservation of principal and liquidity and consistent with the cooperation of the City's operating departments in avoiding sudden cash withdrawals, loss of interest and possible penalties.

The "Prudent-Investor Standard" as defined in the Government Code of the State of California for liquidity, safety, and return shall guide the City's investment policy. This objective provides that when making decision, the prudent investor shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency, thus realizing and optimizing the investment objectives of safety, liquidity, and yield.

3. Funds to be Invested

This policy governs the prudent investment of all idle funds of the City of Ridgecrest. City is defined as the City of Ridgecrest, the Redevelopment Agency, the Ridgecrest Public Financing Authority, Assessment Districts, as well as any future component units of the City, the Agency, or the Authority. Specifically, the funds under investment include:

- General Fund
- All Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Trust & Agency Funds
- Bond Reserve Funds
- Trust & Agency Funds
- Any new funds that the City Council may create during the fiscal year

4. Delegation of Authority-Adoption of Policy

The City invests in the spectrum of instruments allowable under the Government Code Section 53600 et. seq. of the State of California. The City Council has delegated, by resolution, the authority to invest to the City Treasurer, subject to the limitations set forth in the Investment Policy. The City shall hold its public funds investor harmless for responsible transactions undertaken in accordance with the Investment Policy. The investment policy shall be annually rendered by the City Treasurer and be adopted by City Council resolution.

5. Investment Strategy & Diversification

To maximize returns, the economy and various markets are monitored carefully in order to assess the probable course of interest rates. The City lengthens its maturities when rates are falling and shortens maturities when rising. The City attempts to take advantage of imperfections in the market where a security's price is out of line with other investments, and tries to improve yields during contra cyclical changes in interest rates and through the purchase of occasional odd lots which are offered at bargain prices.

The City of Ridgecrest will diversify its investments by security type, institution, and maturity. The only exception is with the Local Agency Investment Fund. With the exception of U.S. Treasury securities and authorized investment pools no more than 50% of the City's total investment portfolio may be with a single investment instrument or financial institution.

6. Selection of Financial Institutions

The Finance Director/City Treasurer (or designated staff) shall investigate all institutions that wish to do business with the City in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the City's Investment Policy. All financial that desire to become qualified bidders for investment transactions must complete City's "Broker/Dealer Request for Information" and "Broker/Dealer Certification".

The Finance Director/City Treasurer shall conduct an annual review of the financial condition and other qualifications of all approved financial institutions and broker/dealers to determine if they continue to meet the City's guidelines for qualifications as defined in this section. Additionally, the City shall keep the current audited financial statements on file for each approved financial institution and broker dealer with which the City does business.

7. Investment Instruments

The City invests in the following investment instruments as approved by the California Government Code:

Securities of the U.S. Government, the State of California or any component units.

Local Agency Investment Fund (State of California) Demand Deposits.

Certificates of Deposit (Time Deposits) placed with commercial banks and savings and loan companies.

Bankers Acceptances.

Re-purchase Agreements.

Passbook Saving Account Demand Deposits.

Other investments that are, or may become, legal investments through the State of California Government Code and with prior approval of the City Council.

- a. In addition to following all legal guidelines, the portfolio shall preserve principal, maintain adequate liquidity to meet all City obligations, contain an appropriate level of interest rate risk, and with the exception of the Local Agency Investment Fund (LAIF) be diversified across types of investments, maturities, and institutions to minimize credit risk and maintain an appropriate return.

- b. Repurchase Agreements – Master Repurchase Agreements Required**

Investments in repurchase agreements are allowable and shall be made only with financial institutions with which the City has an executed master repurchase agreement. The financial institution must be a primary dealer of the Federal Reserve Bank of New York.

8. Investment Pools/Mutual Funds

A thorough investigation of any pooled investment funds, including mutual funds is required prior to investing, on a continual basis. To accomplish this a questionnaire will be used to evaluate the suitability of the pooled fund. The questionnaire will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policies and objectives;

- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes) and how often the securities are priced and the program audited;
- A description of who may invest in the program, how often, and what size deposit and withdrawal is allowed;
- A schedule for receiving statements and portfolio listings;
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule and when and how the fees are assessed;
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

9. Policy Criteria for Selecting Investment, in Order of Priority

A. Safety

Safety and the minimizing of risk associated with investing refers to attempts to reduce the potential for loss of principal, interest or a combination of the two. The first level of risk control is found in state law, which restricts the particular type of investments permissible for municipalities. The second level of risk control is reduction of default risk by investing in instruments that appear upon examination to be the most credit worthy. The third level of risk control is reduction of market risk by investing in instruments that have maturities coinciding with planned dates of disbursement, thereby eliminating risk of loss from a forced sale.

B. Liquidity

Liquidity refers to the ability to easily sell at any time with a minimal risk of losing some portion of principal or interest. Liquidity is an important quality for an investment to have, for at any time the City may have unexpected or unusual circumstances that result in larger disbursements than expected, and some investments may need to be sold to meet the contingency. Most investments of the City are highly liquid, with the exception of Time Certificates of Deposits issued by banks and savings and loans companies. Maturity dates for Time Certificates of Deposits shall be selected in anticipation of disbursement needs, thereby obviating the need for forced liquidation or lost interest penalties.

C. Yield

Yield is the potential dollar earnings as investment can provide, and also is sometimes described as the rate of return. The City attempts to obtain the highest yield possible when selecting an investment, provided that the criteria stated in the Investment Policy for safety and liquidity are met.

7. Policy Constraints

The City operates its investment program with many State and self-imposed constraints. It does not speculate; it does not buy stock or corporate bonds; it does not deal in futures or options; it does not purchase on margin through Reverse Re-purchase Agreements. The weighted average life of the portfolio is maintained within limits dictated by the cash flow needs of the City. The City diversifies its investment to reduce potential default on market risks. The portfolio is carefully monitored to assure the prudent management of the portfolio.

8. Selection of Investment Contracts

The City determines those firms (broker, broker/dealers, banks, and savings and loans) with which it will do investment business based on the following criteria:

- A. Being authorized under California Government Code Section 53635.5 to transact investments within local agencies.
- B. Receipt of a positive, audited financial statement. The City Treasurer shall annually review the financial condition and registrations of qualified financial institutions and brokers/dealers with whom the City/Agency/Authority does business.
- C. Being in business for a minimum of seven years in the State of California as evidence as appropriate experience in California.
- D. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1.
- E. Other rules and regulations as may from time to time be either enacted by State law or administrative necessity as determined by the City Treasurer.

9. Safekeeping & Collateralization

Securities purchased from broker/dealers (if any) shall be held in third party safekeeping by the trust department of the City's bank or other designated third party trust, in the City's name and control.

Collateralization shall be required on certificates of deposits and repurchase agreements. In order to anticipate market changes and provide for a level of security for all funds, the collateralization level will be 105% of market value of principal and accrued interest or the minimum required in the California Government Code (whichever is greater). Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral substitution is granted with the written approval of the City Treasurer.

All securities will be received and delivered using a delivery vs. payment basis, which ensures that securities are deposited with the third party custodian prior to the release of funds. Securities will be held by a third party custodian as evidenced by safekeeping receipts. Investments in the Local Agency Investment Fund or mutual funds are undeliverable and are not subject to delivery or third party safekeeping.

10. Investment Controls & Investment Procedures

The City has a System of Internal Investment Controls and a Segregation of responsibilities of Investment Functions. All requests for investment transactions are over the signatures of any two of the following four city officials: 1) Treasurer, 2) City Manager, 3) Mayor, 4) Deputy City Treasurer. In the absence of the City Treasurer, the Deputy City Treasurer, or the City Manager, as designated by the City Treasurer will act as the Treasurer and will make the investment decisions (normally based on the criteria outlined by the Treasurer prior to his departure on business or vacation).

The City Treasurer shall establish a separate written investment procedures manual for the operation of the investment program consistent with this policy. The procedures should explicitly include reference to: safekeeping, wire transfer agreements, banking service contracts, cash flow forecasting, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

11. Investment Reports

- A. The Treasurer annually renders a Statement of Investment Policy to the City Council for their approval.

- B. The Treasurer renders an investment report at the frequency dictated by State law, to the City Manager and City Council showing the type of investment, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than 12 months, rate of interest, specifying in detail each investment in Re-purchase Agreements, and such other data as may be required by the City.
- C. The Investment Report states its relationship to the Statement of Investment Policy by indicating each and every instance that there is a divergence from or violation of Policy or stating that the report is in compliance with the approved Statement of Investment Policy.

12. Investment Audits

Annually, the City Council reviews and evaluates the investment program and updates the Statement of Investment Policy. The City's auditor will include in the scope of the audit investments executed, matured, and ongoing. Appropriate City staff will assist the Treasurer in confirming the accuracy of his reports and will confirm correlation with City's system of accounts.

13. Benchmark Standard

The benchmark for the portfolio is the 6-month T-Bill rate.

14. Ethics & Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any potential conflicts shall be disclosed to the City Treasurer, City Manager, or the City Attorney.

GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit, or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):

The official annual report for the City of Ridgecrest. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small-business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB):

Government sponsored wholesale banks (currently 12 regional banks) that lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FmHA mortgages. The term "passthroughs" is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT INVESTOR RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations that have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage.

(a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security.

(b) **NET YIELD or YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

7

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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 September 17, 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 September 17, 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 COUNCIL

City Council Chambers
100 West California Avenue
Ridgecrest, California 93555

August 20, 2014
5:30 pm

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. Meetings are recorded for the purpose of preparation of minutes.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Clark, Council Members Marshall 'Chip' Holloway, Jim Sanders, Lori Acton, and Steve Morgan

Council Absent: None

Staff Present: City Manager Dennis Speer; City Clerk Rachel J. Ford; City Attorney Keith Lemieux (via teleconference); and other staff

APPROVAL OF AGENDA

Closed session items added

GC54956.9(d)(4) *Conference with Legal Counsel – Existing Litigation - Hi-Desert Construction v. City of Ridgecrest*

GC54956.9(d)(4) *Conference with Legal Counsel – Existing Litigation – Kyeong Corbin V. City of Ridgecrest*

Motion To Add Two Items To Closed Session Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Roll Call Of 5 Ayes (Mayor Clark, Council Members Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; And 0 Absent

Motion To Approve Agenda As Amended Made By Council Member Sanders, 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.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 2 of 19

PUBLIC COMMENT – CLOSED SESSION

- None Presented

CLOSED SESSION

GC54956.9(d)(4) Conference With Legal Counsel – Anticipated Litigation – Liability Claim Of Ada Seymour – Claim No. 14-10

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance led by Lana Jenkins
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - Conference with legal counsel – anticipated litigation – liability claim of Ada Seymour – Claim No. 14-10. Council received report, claim denied. City Clerk directed to send rejection notice.
 - Conference with legal counsel – existing litigation - hi-desert construction. Received report, no reportable action.
 - Conference with legal counsel – existing litigation - Corbin. Received report, no reportable action
- Other
 - None

PUBLIC COMMENT opened at 6:18 p.m.

Randy Jenkins

- Read prepared statement about truth and a quote from Earnest Hemingway.
- Expressed his belief in Jesus and read scripture from the Bible.

Dan Brunet

- Resident since 1970
- Spoke on City receipt of offer to sell Sand Canyon to Mojave Desert Land Trust.
- Appraisal completed by licensed appraiser.
- Stated that City turned down the offer in hopes to get \$600k.
- Commented on water preservation and possible incompatible use in the future.
- Spoke on meeting with Mayor Clark and Council Member Sanders.
- City currently reviewing the decision and hoping for a favorable decision to sell at \$450k to the Mojave Desert Land Trust.
 - Lori Acton – asked if the current grant had some money left for the conservation program with local schools.
- Reviewed various school programs that have participated in water conservation training.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 3 of 19

Allison Lavender

- Acquisition manager for the Mojave Desert Land Trust
- Explained the purpose of the Mojave Desert Land Trust for preservation and permanent conservation.
- Listed the statistics of current land ownership and explained the process used to acquisition land.
- Still interested in the Sand Canyon parcel.

Penelope LePome

- Urged Council to consider the previous speakers proposal.
- Spoke on the current overdraft issues related to water.
- Commented on letter sent to various agencies to conserve water.
- Listed areas the City could conserve and preserve water.
 - Keith Lemieux – spoke on new legislation drafted and will provide to Council.
- Provided printed statement.

Nick Coy

- Chairperson for veterans stand-down next Friday from 9-2
- More resources available than previous stand-down
- Made brochures available.
- Meeting times in October will be second Tuesday of the month.
 - Dan Clark – 25th is set-up for Stand-down beginning at 3:00 p.m. and asked for volunteers for set-up, tear-down, and during the event.

Jerry Taylor

- Ridgecrest military banner program will reposition banners from Ridgecrest Blvd. to Norma and Downs street.
- Thanked Terry May for his assistance.
- Applicants still waiting to be processed. Apologized for the delay.
- Commented on the support for the program and trying to keep up with damaged signs.
- Chamber of Commerce is no longer the storefront and will be establishing the storefront at the swap sheet in the near future.
- Try to accommodate locations for applicants.
- Requested Council look at joint development program with Burroughs for quality of life. Base is working with school for lighting and other needs and asked Council consider artificial turf joint agreement.

Public Comment Closed at 6:43 p.m.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 4 of 19

PRESENTATIONS

1. **Presentation Of Employee Service Awards** **Clark**
 - Council presented service awards to employees who have reached years of service milestone.
2. **Presentation Of A Proclamation Recognizing Constitution Week** **Ford**
 - Council presented a proclamation to Pat Richard, representing the Daughters of the American Revolution

CONSENT CALENDAR

3. **Adopt A Resolution Approving Program Supplement Agreement No. 036-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Signal Synchronization On South China Lake Boulevard From West California Avenue To College Heights Boulevard** **Speer**
4. **Adopt A Resolution Amending The Professional Services Agreement With Willdan Engineering To Provide Additional Design, Bidding Services And Construction Inspection Services For The Federal Safe Routes To School Cycle 3 Project And Authorizing The City Manager, Dennis Speer, To Execute This Agreement** **Speer**
5. **Adopt A Resolution Awarding A Construction Contract For The Federal Safe Routes To School Cycle 3 Project To Griffith Company And Authorizing The City Manager, Dennis Speer, To Execute The Contract** **Speer**
6. **Adopt A Resolution Approving Authorization To Award A Construction Contract To Griffith Company For The Road Rehabilitation And Resurfacing Of South China Lake Boulevard From Upjohn Avenue To Bowman Avenue And Authorize The City Manager, Dennis Speer To Execute The Contract** **Speer**
7. **Adopt A Resolution Approving A Letter Of Commitment To Participate In The Fresno State Office Of Community And Economic Development (OCED) East Kern County Economic Development Program** **Speer**

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 5 of 19

8. Adopt A Resolution Approving A Community Development Activity Agreement (CD# 17.13.1) With The County Of Kern For The Community Development Block Grant (CDBG) Funding For The Senior Center Improvements (Design Only), And Accepting The Terms Of The Receipt Of CDBG Funds And The Authorizing The City Manager, Dennis Speer To Sign The Agreement Patin
9. Adopt A Resolution Of The Ridgecrest City Council Authorizing Application For And Acceptance Of The State Of California, Office Of Traffic Safety STEP Grant Strand
10. Adopt A Resolution Approving A Proclamation Recognizing Freedom From Workplace Bullying Week And Authorizing The City Clerk To Mail The Proclamation To The Requestor Ford
11. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes For Regular Meeting Dated August 20, 2014 Ford

Items Pulled From Consent Calendar

- Item Nos. 6, 7, 8, 9, and 10

Motion To Approve Consent Calendar Item Nos. 3, 4, 5, and 11 Made By Council Member Morgan, Second By Council Member Acton. 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. 6 Discussion

Dave Matthews

- Questioned some of the terms. Avenue v. Road

Jerry Taylor

- Google maps listed Bowman Road
- Asked about bicycle lines
 - Steve Morgan – new law requires a 3 ft. distance from Bicycles
 - Dennis Speer – will stripe and sign based on regulations. Yes there is a line.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 6 of 19

Item No. 8 discussion

Dave Matthews

- Asked what modifications will be performed at the Senior Center.
- Kitchen was recently updated.
- Commented on NARFE contribution of original PA system and other equipment that belongs to NARFE. Concerned about the equipment being lost or thrown away.

Jason Patin

- Design for ADA compliance and building repairs.

Item No. 9 discussion

Dave Matthews

- Commented on money being used for Radar guns and speed detectors. Asked if we use those in the City.

Mike Neel

- Page 2 of resolution, asked if each enforcement would be separate activities.
 - Ron Strand - Part of the DUI checkpoint.
- DUI checkpoint supplies, is there something else City needs.
 - Ron Strand - \$10,500 for supplies will provide a list. Lighting, street pads and other items.
- Commented on previous monitoring of DUI checkpoints and quoted statistics. Between 300 and 500 to 1 driver that is a law abiding citizen.
- Encouraged saturation patrols which statistically are more effective.
- Commented on getting special attention if a person tries to avoid a checkpoint.
- Encouraged Council to remove DUI checkpoints from the list and have conversation about saturation patrols.

Item No. 10 discussion

Dave Matthews

- Asked who the requestor is for the resolution.
- No objection to the proclamation I just does not see the need.

Motion To Approve Item Nos. 6, 8, 9, and 10 Made By Council Member Morgan, Second By Council Member Acton. 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.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 7 of 19

Item No. 7 discussion

Dennis Speer

- Presented staff report
- Template letter received after posting of the agenda which includes an in-kind contribution.
- Staff offers use of meeting room as in-kind contribution equivalent to \$4,000
- Additional request for catered meals and cost for box meals in amount to be determined by Council.
- Purpose is to determine Council desire to participate and establish level of participation.

Jim Sanders

- Want to participate.

Steve Morgan

- Agreeable with meeting room but do not agree with providing meals.
- Commented on another grant writing group and asked about possible joint effort.

Lori Acton

- Want to participate and suggested those attending pay for their meals.

Dennis Speer

- Commented on possibility of in-kind contribution being a discounted rate for meals.

Chip Holloway

- Approach is unique and dinner is a component of the group bonding process. If you break bread on consistent basis then get more cooperation from them. Want to do what Fresno State suggested and keep it within a reasonable budget

Jim Sanders

- Asked we check with local restaurants and determine the cost.

Dan Clark

- Asked how many would be participating and would they be sharing the cost.
 - Dennis Speer – between 75-100 and hope they share the cost.

Public comment

- None presented

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 8 of 19

Dan Clark

- Comfortable with accepting as presented with meeting room and meals.
 - Dennis Speer – asked for an amount for the food.
- Modified suggestion to approve participation and \$4,000 in-kind for meeting room.

Chip Holloway

- Meals are for 9 meeting held in Ridgecrest.

Dennis Speer

- Suggest costs come from Economic Development TAB funds.

Motion To Approve Item No. 7 For In-Kind Donation Of Meeting Room In The Amount Of \$4000 And Up To \$3500 CAP For Meals, Made By Council Member Morgan, Second By Council Member Acton. 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.

ORDINANCES

12. Second Reading And Adoption, Ordinance No. 14-01, An Ordinance Of The Ridgecrest City Council Amending The Ridgecrest Municipal Code As It Relates To Conflict Of Interest Lemieux

Dan Clark

- Presented staff report.

Public Hearing – Ordinance No. 14-01 – opened at 7:15 p.m.

- None Presented

Public Hearing Closed at 7:16 p.m.

Motion To Waive Reading In Full And To Adopt By Title Only, Ordinance No 14-01, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Conflicts Of Interest Made By Council Member Holloway , Second By Council Member Acton . 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.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 9 of 19

Ordinance No. 14-01 *(continued)*

Motion To Adopt, By Title Only, Ordinance No. 14-01, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Conflicts Of Interest 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.

DISCUSSION AND OTHER ACTION ITEMS

13. Adopt A Resolution Supporting Kern Citizens For Energy

Holloway

Chip Holloway

- Presented staff report

Tracy Leach

- Presented overview of Kern Citizens for Energy and listed other cities that have or are preparing to adopt resolutions.
- Asked for Council support

Public Comment

Dave Matthews

- Encouraged Council to support this program.

Justin O'Neill

- Commented on research being incomplete.
- Asked where Kern Citizens for Energy stand on transparency in terms of companies involved. Asking those companies to provide list of chemicals being injected by fracking and contamination.
 - Tracy Leach – asking for general support for the industry. Do not have a problem with transparency and fully support the EPA environmental impact report currently being prepared. Feel the industry is worthy of the general support as it is important to Kern County. Oil industry is fine with regulating and adjusts and adapts. Want to give a shout out to this industry.
- Asked Council to ask for transparency whenever possible.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 10 of 19

Chip Holloway

- SB 4 passed last year is the most restrictive legislation in history regarding fracking. Opponents will come up with another question because their goal is to create a statewide moratorium or threaten it to discourage investments. Ultimate goal is to force public to renewable fuels and that would devastate Kern County more than losing our water issue. The goal is to create awareness. Already lost 2000 jobs in Kern County because it is easier to drill somewhere else.

Tracy Leach

- Goal is education and would rather have the jobs here and produce our own energy

Motion To Approve Made By Council Member Morgan, Second By Council Member Acton. 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.

14. Conduct A Public Hearing And Adopt A Resolution Of The City Council Of The City Of Ridgecrest, County Of Kern, State Of California Approving Revision Of Countywide Siting Element Of The Kern County And Incorporated Cities Integrated Waste Management Plan Speer

Dennis Speer

- Presented staff report and introduced Nancy Ewert from Kern County Waste Management Department.

Nancy Ewert

- Reviewed the history of the Integrated Waste Management plan and the revised Siting Element.
- Commented on effective participation for hazardous waste program.
- Siting Element identifies disposal capacity.
- Newly defined disposal site utilizing cement plant requires a revision to the siting element.
- Approval is discretionary action by resolution and requires a double majority approval of cities and board of supervisors.

Public Hearing opened at 7:38 p.m.

Dave Matthews

- Did not hear mention of e-waste, is that in the plan.
 - Nancy Ewert – this siting plan is for solid waste. E-waste is not part of this plan rather the household hazardous waste plan.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 11 of 19

Dave Matthews *(continued)*

- Conversion facility, where is it located?
 - Nancy Ewert – Lea-Hi cement is making application to convert to a facility. Engineered municipal solid waste. Siting element has to list the facility before Lea-Hi application can move forward.
- Related experience as a young man. Steel mill town that dumped their trash into an incinerator.

Randy Jenkins

- Asked if the landfill trash would be transported to Tehachapi.
 - Nancy Ewert – possibility for the future but currently has to meet specific specifications to use that material. Is a possibility for converting kern county waste to reusable energy in the future but not at this time?
- Asked for statistics on how much of the landfill capacity would be saved.
 - Nancy Ewert – can take no more than 200 tons of material per day. Does not count as diversion, rather disposal. Bakersfield disposes of 800-1000 tons per day. Processing has to occur and there will still be material that will not go to this engineered solid waste. Do look at any option for future energy conversion and very supportive of the technology. First step in the process and helps offset greenhouse gas emissions.
- Commented about pollution factor and asked about 100% recycling systems.
 - Nancy Ewert – have heard of zero waste goals but there is still some waste. Companies are adopting zero waste goals and committing to reducing disposal. State of California has a zero waste goal and they are about 70%-80% there. Pollution factor, if still landfilling in 30 years then shame but it will happen because not possible to do 100% recycle. Explained studies which indicate reductions in greenhouse gas emissions.
- Asked if County was willing to pay for transport or does City have to pay.
 - Nancy Ewert – currently operating on a business model. Currently cost effective over burning.
- Commented on past trash issue so interested in finding ways of dealing with these issues and possibly generating revenue. Is there is a potential for revenue to City for our disposed waste from Ridgecrest.
 - Nancy Ewert –economic benefit is disposal cost would be less than current. I understand Ridgecrest has a heightened awareness of solid waste issues.
- Referencing supply and demand, the companies that would use this as alternate resource and we have the product, then steps we take should include a price for revenue. Revenue could be used to provide our needs with regards to solid waste.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 12 of 19

Steve Morgan

- If City in future wishes to build a facility and transport then would be willing to support it but more likely the company we hire to pick up our trash will receive the benefit. Asked public to review all incorporated cities in Kern County which will show Ridgecrest is the only City with voluntary recycling and trash.

Chip Holloway

- Asked about bio-solids and prohibition for fuel sources.

Jim Sanders

- Asked how the engineered solid waste is not considered diversion.
 - Nancy Ewert – explained 3 types of disposal facilities. Transformation counts as disposal. Core belief is not to turn solid waste into energy but recycle only. Cement kilns are trying to meet their greenhouse gas emission levels and this is a way they can accomplish the goal. Step in the right direction and hope legislation will catch up.

Lori Acton

- Question regarding recycling green waste. Companies can compost at a higher rate. Does Kern County compost at this time?
 - Nancy Ewert – mandatory commercial organic recycling legislation currently being chaptered. Composting still costs with transport and facility regulations. Provided numbers for City of Bakersfield. Looking at process to roll out mandatory recycling and county working to be prepared for it.

Dan Clark

- Thanked Nancy for coming from Bakersfield to answer the questions.

Motion To Approve Integrated Waste Management Siting Element 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.

15. Adopt A Resolution Requesting Acceptance Of The Speed Zone Survey Report And Authorization To Post The Speed Zones Accordingly Speer

Dennis Speer

- Presented staff report
- Norma Ave from Ridgecrest Blvd to Las Flores will increase from 25 mph to 30 mph

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 13 of 19

Dan Clark

- Asked if this is a recommendation or requirement
 - Dennis Speer - responded

Steve Morgan

- Not just the speeds traveled as part of this recommendation. Other factors considered are residential dwellings in that area
 - Dennis Speer – safety considerations allows the recommended speed to be reduced which is what has been done with this recommendation.

Public Comment

Robert Gould

- Commented on Norma south of Las Flores being residential and expressed concerns that current speed still makes it difficult to back out of driveways. Concerned about increases and asked for resources to monitor and slow the traffic down.

Dave Matthews

- Agreed with previous speaker and California law in residential requires 25 mph. When will we stop increasing based on drivers deciding to not follow the laws? 30 mph is not reasonable, should stay at 25 mph. Residents living on that street can't back into or out of their driveways. Don't think it should be raised.

Randy Jenkins

- Concur with the two previous speakers. Related incident of walking in that area and a little boy chasing ball into the street. There was a car parked and drivers were coming fast, had the child run out farther he would have been hit and killed.
- Statistics is an average but have seen drivers go thru quite often at race car speeds with no care for the laws. Commented on safety. As soon as you up the speed drivers will begin going even faster. With regard to the people living in that area, passing thru then 25 mph is a safety factor. Government guards to safety of the public and takes care of the infrastructure. Regardless of the fact that someone wants to get somewhere faster, request safety be the governing factor.
 - Steve Morgan – if we do nothing and leave it at 25 mph then cannot enforce any speed limit according to the law. This is an unfortunate reality that occurs when road surfaces are improved.

Tom Wiknich

- Asked Mr. Speer to relate his experience with this issue.
 - Dennis Speer – complied. Will have to do a speed study on Ridgecrest Blvd and am opposed with a study from Norma to China Lake. Cannot use radar unless a study is completed. Back in time, someone should never have requested a speed study because now we have to abide by that law.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 14 of 19

Chip Holloway

- Perfect example of the law having unintended consequences. This law came about to prevent speed traps but no one saw the long term implications.

Motion To Approve Made By Council Member Morgan, Second By Council Member Acton. 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.

Adjourned Council meeting and convened as Successor Redevelopment Agency at 8:30 p.m.

16. Adopt A Resolution Of The Ridgecrest Redevelopment Agency Successor Agency Approving The Recognized Obligation Payment Schedule (ROPS) 2014-15B **Parsons**

Gary Parsons

- Presented staff report and identified the changes made from the previous ROPS.

Public Comment opened at 8:35 p.m.

Mike Neel

- Commented on ominous undertones regarding the \$3 million wastewater loan. If the loan is not paid by ROPS will fall back on the City.
 - Gary Parsons – if DOF does not approve, then City could choose to sue the state similar to AMG issue. City Attorney indicates we have a strong case.
- Asked who loses out, does wastewater lose the funds or does City general fund have to pay the loan?
 - Gary Parsons – if these issues cannot be resolved then could utilize RDA Bond funds we have to pay the loan.
- Stated it would have been better to leave the wastewater fund alone.
 - Dan Clark – this was done by previous Council but cost effectiveness with the Solar then was an excellent use of funds. Only reason this issue exists now is the RDA was dissolved by the State. Most cities leverage money to save money. Was a good decision at the time, saved a lot of money being paid for energy and loan would have been paid off by 2015 with a 20 year savings?
- Suggested funneling some of these savings into a reserve fund.

Stan Rajtora

- Agree, at the time it was a good decision.
- RDA represented by the same people that represent the general fund so would hope that if this is not approved by the state then general fund should repay the loan.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 15 of 19

Randy Jenkins

- Commented on broader ramifications than money and taxes. Referenced previous discussions of the needs of the future wastewater plant. I am conservative and not a person for higher taxes, over several years the burden of money borrowed because the tax burden for sewer is going to be tripled. Could have done a smaller increase over longer period of time.
 - Steve Morgan – the increase Council passed had nothing to do with the loan. City Council had not increase fees for a long period of time as good stewards and could not continue to do that. Wastewater loan for the solar field was going to be paid back to RDA. We were borrowing our own money.
- Money would have been used for wastewater plant. Increasing the sewer fees is an unreasonable tax hike. Referenced the Boston Tea Party.
 - Steve Morgan – our sewer fee is below other cities.
- What we do here is what matters and we have always had reasonable taxes. This was not reasonable.
 - Dan Clark – presented scenario of the need to build the plant and no money in the fund. Past Councils did not do their job and this Council did by raising the fees. If we had not done this we would not have a facility in five years. When sitting here there is a responsibility to make these decisions even if they are unpopular. Point is well taken, many Councils ago should have raised the fees and did not, and therefore it was dumped on this Council.
- Suggested setting a precedent of funding great ideas with a loan and then triple the taxes. What is to stop us from doing it again?

Motion To Approve Made By Council Member Holloway, Second By Council Member Sanders. 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.

Closed Successor Redevelopment Agency Meeting At 8:52 P.M. And Reconvened To City Council Meeting.

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

Dan Clark

- Reviewed statistics of Teen Court and Campus Police showing that it is working.
- Commented on 25% of police contacts suspected of Methamphetamine use.
- Neighborhood watch moving forward
- Police education program coming soon.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 16 of 19

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

Dan Clark

- VET access to care by choice, transparency act of 2014 allows private provider for medical needs

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

Chip Holloway

- Read Directors Report (*Attachment A*)

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Lori Acton

- Announced the Methamphetamine Prevention Task Force, east training room of the commonwealth building on Truxton in Bakersfield

Chip Holloway

- Kern COG meeting tomorrow

CITY MANAGER REPORT

Dennis Speer

- October 1 meeting has two Council members attending the ICSC meeting with Mr. Parsons. Asked Council to check calendars to ensure there will be a quorum.
 - Steve Morgan – 3 reasons that I cannot attend the ICSC meeting so will be at the Council meeting.
- Met with Dr. Hogue regarding office space and it meets their needs so startup date for iDEA Hub is October 15.
- Paving on west Ridgecrest Blvd. will begin in the next week so asked Council to begin considering dates for a ribbon cutting.
 - Lori Acton – asked about equipment that was damaged today
- That was City equipment and not used on the Ridgecrest Blvd. project.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 17 of 19

MAYOR AND COUNCIL COMMENTS

Steve Morgan

- With other legislation coming there is a new law requiring a 3 foot buffer to bicycles regardless of whether they are in a bike lane or not. Encouraged public to be responsible, this law is enforceable.
- Groundwater laws, a lot of good information received from the community. Suggestions of working with water district are valid and working with wastewater treatment plant for tertiary component is definitely something we have to do but will increase the cost of the plant.
- I was on the Council that listened to the public asking us not to raise sewer rates and now it caught up. When we construct the new plant will have to borrow less money than previously at a high interest rate.
- League of California Cities conference discussion on astro plants. Provided information to Jason Patin showing fake trees. This is a possibility for subsequent projects and medians. Don't have to go live or waste water. There is an expense but am intrigued with the idea. Things being done with walls and a plasticized concrete and will ask Jason to look at it also. Will be personally looking at this for fencing at my house. These are the types of things we receive at League of California Cities and we leave with staff.
- On the issue of lighting and SCE poles. Spoke with several companies regarding LED lighting and could be of interest for us.
- League did not have anyone at the conference regarding financial systems.
- Kosmont document provided to Gary Parsons in reference to TAB Bonds. Ken Herrera called and was at the League booth. An opportunity for refinancing bonds and thanked Gary Parsons for bringing Kosmont to us.
- ICSC conference is important to attend because that is where developers are who are looking for empty buildings. There are benefits to aid this community in attending this conference.

Lori Acton

- Attending ICSC. Good things happening in our community with industrial development. Thanked Gary Parsons for all the hard work he put in on these projects. Excited to see these things develop.
- Asked Mr. Neel about statement of not getting a response. Want to make sure that you are getting what you need.
- Desert renewable energy conservation plan. Information requested for future agenda. Need to get the updated information which can affect our use of the land for desert races and other activities.
- Want to discuss Waste Management's proposal for recycling for compost materials.
 - Dennis Speer – will talk with consultant and return with information.
- September 21 is thank a police officer day

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 18 of 19

Lori Acton *(continued)*

- Past weekend was dance walk for multiple sclerosis. Sister has MS and is progressing quickly. Fun Mud Run coming up and encouraged people to participate.
- Taking tour of Boron Borax plant.

Jim Sanders

- Appreciate good meeting with a lot of good topics
- Toured wastewater facility a couple weeks ago and it was very educational. Saw first-hand the horrible conditions of parts of the facility, other parts are in good condition. Goal was to understand how we can use wastewater at the end of the cycle. Spoke with staff including John Bracken. In order to do anything with the water then have to have a tertiary component. Anytime the public can come into contact with the watered grass then has to be treated with tertiary component.
- Parade of 1000 flags. Thanked the exchange club and community who put this event together. First great impression of Ridgecrest was that parade and sealed the deal for me with Ridgecrest.
- Regarding Constitution week, read favorite founding father quotes from John Adams. We are a patriotic community and a moral people and that is why freedom succeeds here in Ridgecrest more than in other communities. Read other quotes by Samuel Adams and Thomas Jefferson. Liberty is not a calm sea and exercising Liberty and Freedom there are undue cause but good does come from them.

Chip Holloway

- Congratulate community on the 1000 flags parade. Seems to be growing. Posted pictures and received the most comments from people who had left Ridgecrest
- Astro turf at Burroughs is a money saving thing and could also be a branding item. When attending games out of town and they have astro-turf I remember them.
- League of California cities keeps getting shorter for cost savings but there was more to do. Commented on a Cal-recycle grant and now there is a colored bark that is attractive like rock. Want to pursue that idea.
- Attended one session that LaQuinta went to a pay for performance system rather than step system and 65 classifications to 15.
- Attended presentation of police chiefs from antelope valley, we have so few problems from ab109 than the other communities in the state. Early releases went from 7,000 to 11,000 in 2 years and now county jails will start being released even earlier. We have been shielded from the effects of AB109.
- Met with the people from the HERO program. Several houses have taken advantage of the HERO program. Website is heroprogram.com with water and conservation products for the home. Goal is to get contractors on there and residents using the program.

MINUTES - CITY COUNCIL - REGULAR

September 17, 2014

Page 19 of 19

Chip Holloway *(continued)*

- Hydrogen cell project for the state of California is the future of California. The success of the hydrogen highway program does not rely on converting our City fleet to be successful. Interesting where they are going and we have a unique situation where our remoteness may benefit us.
- If there is anything we can do to minimize the impact Ridgecrest Blvd. construction has had on the small businesses. The problem was not our fault, is the utilities that delayed the project, but would like to do something to help these businesses.
- Received unsolicited praise for Gary Parsons work in this community. Want to publicly let you know. People were seeking us out because of your efforts.

Dan Clark

- Thanked Randy Jenkins, Eddie Thomas, Peggy Breeden, Steven, and Chip. Vote for those who are attending the meetings and paying attention to this community.
- Thank you letter from Tom Sepulvic for memorial plaque and tree for his wife.
- Petroglyph lapel pins are available. Excited about the petroglyph festival and the rocks are going up which will be part of the educational component. Thanked supervisor Gleason for his assistance.
- Met with the Paiute tribe who will put together a Native American encampment and the language of the tribe.
- Met with a cub scout and encouraged attendance at the youth advisory committee. Spoke on the empowerment that comes with participating on the youth advisory committee. Disenfranchise formerly seen in the classroom is gone and the youth advisory committee played a part. Had approximately 70 students attend the last meeting. Encouraged Council members to participate and spend time with the kids.
- Thanked the exchange club for the parade of 1000 flags. District representative attended and relayed a conversation with him regarding the exchange club. Possibility of speaking at the desert mountain club.
- Thanked everyone for attending.

ADJOURNMENT at 9:43 p.m.

Rachel J. Ford, CMC
City Clerk

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Monthly Director's Report for RACVB For September 3, 2014 Held at Best Western China Lake Inn

- ❖ August 11, 2014 - Chamber of Commerce meeting with a Luncheon presentation from Doug Lueck, Mayor Dan Clark, and Harris Brokke with others as well as Ramon Jaime having a video presentation for upcoming Petroglyph Festival.
- ❖ August 13, 2014 - Visit California conference call for an hour, which Doug Lueck was a part of pertaining to Tourism, in general and the outcome was to give content on the website as to what to see and do in Ridgecrest.
- ❖ August 20, 2014 - Doug Lueck and Ramon Jaime met with John Watkins of the Daily Independent. Now the Daily Independent is one of the RACVB's sponsors for the upcoming Petroglyph Festival.
- ❖ August 22, 2014 Doug Lueck gave an interview with Fritz Freiberg, who is Station Manager of KZGN a local Television station, about general tourism and excitement generated with mention of upcoming Petroglyph Festival.
- ❖ September 1, 2014 - Ramon Jaime of Film Liaisons in California Statewide (FLICS) announced that Ridgecrest Film Commission is featured on homepage of FLICS website. Site receives approximately 1,000 unique visitors each month of location managers and production professionals who are looking to film in California
- ❖ Legislation approves AB 1839 on August 30, 2014. Once Governor Edmund G. Brown Jr signs this "law it will make key improvements in Film and Television Tax Credit Program and put thousands of Californians to work". The "agreement increases tax credit to \$ 330 million a year for five years beginning with fiscal year 2015-16".
- ❖ September 24, 2014 - Doug Lueck, invited by Joanie Haenelt to attend Showcase for Kern County with a display, it will be held at the "Old Museum in Bakersfield", begins at 4 PM.
- ❖ The RACVB has a new display, donated from HSUMD/City of Ridgecrest drop by RACVB office to check out the "Shadow Box" display of "Things to See and Do" in Ridgecrest.
- ❖ RACVB is challenging businesses in town to have Petroglyphs painted on their buildings by artist Nick Null. Initially Doug & Meris Lueck painted Petroglyphs where Daily Independent sign is and so far SASS, TOSS, IWV Insurance, Swap Sheet, Kristy's and Casey's Steak & BBQ have taken on the challenge! Doug Lueck of RACVB has a goal of 30 business to get Petroglyphs painted on them, with **proceeds going to Ridgecrest Animal Shelter**, please contact RACVB for more details on this challenge.

See next page

FILMING: Ridgecrest Regional Film Commission

ReKon Productions

Type of Filming: Music Video

Cineaste Films

Type of Filming: Music Video

Big Monocle

Type of Filming: Music Video

Inyokern Airport:

TOOL Filming

Type of Filming: Volkswagen Car Commercial

Total Revenue Generated for August 2014: \$ 115,000.00

Next Board of Director's meeting will be Wednesday, October 1, 2014, location to be determined.

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

SUBJECT:
Ridgecrest Communications Platform

PRESENTED BY:
Dennis Speer – City Manager

SUMMARY:
For increased transparency and ongoing contact with the public, City of Ridgecrest will develop a comprehensive and modern communications platform. This will be a physical and digital infrastructure which will empower City staff and representatives with a directly line of communication to the public. Conversely, it will allow the public to have more access to civic information, announcements, polls, updates, and a platform through which the public can contact the City.

The communications platform will be multifaceted to increase civic engagement on several levels:

1. Expand the social media presence of the City of Ridgecrest
2. Develop website update templates
3. Enhance City Council meetings with social media and other digital input
4. Develop public relations through digital platforms (Facebook, Twitter, Instagram, Pinterest, etc)
5. Expand network with these digital platforms to connect to the local public, regional stakeholders, and beyond
6. Encourage more engagement of local events and civic meetings using online marketing tools
7. Develop Ridgecrest’s online presence to capture more tourism
8. Develop a plan with an ongoing schedule for social media cultivation
9. Create a monthly survey using an online template that can poll the public on current issues and provide City and staff with up-to-date information
10. Explore potential of a National Endowment for Humanities grant for digital implementation and innovation
 - a. This may mean the development of further digital tools for the purpose of network community organizations together and expanding their online presence as well
 - b. This also may mean partnership with Cerro Coso Community College or other academic institution

FISCAL IMPACT: Estimated \$3,115 Initial Cost With A \$1,560 Or \$910 (Depending On Council Action) Reoccurring Monthly – All From Special Projects Consultant Funding

Reviewed by Finance Director

ACTION REQUESTED:
Approve as presented

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RIDGECREST COMMUNICATIONS PLATFORM

PURPOSE

For increased transparency and ongoing contact with the public, City of Ridgecrest will develop a comprehensive and modern communications platform. This will be a physical and digital infrastructure which will empower City staff and representatives with a directly line of communication to the public. Conversely, it will allow the public to have more access to civic information, announcements, polls, updates, and a platform through which the public can contact the City.

GENERAL OUTLINE

The communications platform will be multifaceted to increase civic engagement on several levels:

1. Expand the social media presence of the City of Ridgecrest
2. Develop website update templates
3. Enhance City Council meetings with social media and other digital input
4. Develop public relations through digital platforms (Facebook, Twitter, Instagram, Pinterest, etc)
5. Expand network with these digital platforms to connect to the local public, regional stakeholders, and beyond
6. Encourage more engagement of local events and civic meetings using online marketing tools
7. Develop Ridgecrest's online presence to capture more tourism
8. Develop a plan with an ongoing schedule for social media cultivation
9. Create a monthly survey using an online template that can poll the public on current issues and provide City and staff with up-to-date information
10. Explore potential of a National Endowment for Humanities grant for digital implementation and innovation
 - a. This may mean the development of further digital tools for the purpose of network community organizations together and expanding their online presence as well
 - b. This also may mean partnership with Cerro Coso Community College or other academic institution

STATEMENT OF WORK

SOCIAL MEDIA

Consultant will develop accounts in (at least) the following social media outlets:

- Facebook (expand current presence)
- Twitter
- Instagram
- Pinterest

Consultant will develop a schedule for ongoing post/tweets that will encourage more participation from the public. Consultant will demonstrate to interested staff and City officials how to use these tools to communicate with the public. Consultant will use these tools to connect to local, regional, and pertinent national organizations, for the purpose of expanding the City's digital reach.

INTEGRATING SOCIAL MEDIA & DIGITAL INPUT

Consultant will work with IT to imbed a digital component to the 'public comments' section of City Council meetings. This will include curated Facebook posts and tweets as well as phoned in public comments/questions. This will increase civic engagement by allowing public to interact with officials and give input to local issues even when they cannot attend meetings.

The benefits are twofold: (1) the modernization of communications techniques, which will begin to bridge the generational gap currently dividing the Ridgecrest community and (2) the increased input for the public.

Consultant will provide information sessions with any interested staff and City officials in order to explain the use and benefit of social media tools. This will allow representatives from the City to feed the ongoing digital conversation through their network (ex: League of California information, conferences, summits, State and Federal announcements can all be transmitted to the public using the social media pipeline).

In effect, the integration of social media will increase the perceived amount of work from City staff and officials while providing more information and education to the public. Engagement will increase while the community spirit is served through improved transparency and shared knowledge/excitement for developing ideas and projects.

WEBSITE UPDATES

Consultant will work with IT to develop certain templates that will educate the public on local issues and projects.

As an example, creating an online page for "Community Project Progress" will allow City officials and staff to post the progress of any given project. By creating a progress bar punctuated with each step of a project's development, citizens will be kept abreast of project movement. This will eliminate the perception of inactivity when a project is in a phase which is not visible, such as engineer surveys, environmental studies, and other 'invisible' bureaucratic processes.

A progress graphic has proven an effective tool in the commercial sector. Implementing a simple progress bar system for software installations or even when you order a Domino's pizza, improves customer service and encourages positive public expectation.

The development of a progress bar will require a list of pertinent projects currently (or soon to be) underway, and the staff developing those projects. The consultant will work with the involved staff to create a list of punctuations along the projects timeline. Then, working with IT, a project bar will be created with each 'notch' in the bar set at another task in the project's timeline. As the project progresses, the appropriate notches will be filled in.

To further use this tool as an educational device, links to pertinent information regarding each project can be attached to the progress bar. For example, if an environmental study slows progress, that point on the progress bar can have a link to the environment agency or code that is requiring the study. This will allow the City to explain what slows, halts, or expedites a project.

Explore the development of a "One Stop Shop" page, where City services are available through a single ordering location. The simplification of City services for public consumption is a very popular trend in municipal governments, making the City more attractive, engaging, transparent, and service oriented. This can also be implemented to provide information to the public, such as Council decisions on a resolution, emergency announcements, and other essential news.

MONTHLY SURVEY

For purpose of transparency and increased interaction, implementing a monthly online survey would all the City to periodically gather real data on pertinent community issues. Developing a survey which can be imbedded on the website and circulated via social media and newsletters would enable the City to make decisions with current public input and encourage the community to participate in more civic issues.

The process of developing a useful survey model takes three steps:

1. A legitimate and safe survey system must be selected. There are numerous online tools that make polling and surveys easy to distribute. However, some have defaults which encourage more accurate statistics over others. Additionally, certain limitations must be built in so the data the City gathers is usable for its purposes, such as surveyors providing their residence, which must fall in city limits. There must also be a fool-proof system to prevent multiple input from the same individual. This will legitimize the data gathered by the survey.
2. The survey must be imbedded in the City website and a method for distributing it must be established. A plan must be drafted for how and when the survey will be released. It is important to develop this plan for the purpose of step 3.
3. Developing a communication tool is process of organizing or encouraging certain behavior. While at first, the survey may have a bias toward those already active in civic issues, over time, the survey can be made more popular and routine and capture more of the public. Keeping a close eye on the demographics of those surveyed and trying new ways of circulating the surveys will be a long process to create a routine. The end goal would be a monthly survey which captures enough community input to legitimize using it in the City's decision making processes.

COMMUNITY INTEGRATION

Once the communication platform is establish for the City's use, it will amplify its benefit when connected to other networks. In the context of social media, this means connecting to other community or regional organizations, which amplifies the benefits of social media use.

Developing these tools has a benefit to not only the City, but other organizations or businesses that rely on marketing and communication for revenue. Tourism, cultural organizations, events, and business promotions are all enhanced when a clear marketing method reaches more of the community and the entire region. Once the City expands its online presence, there are ways to increase online visibility for the entire community.

As an example, as the City expands its online use, businesses and organizations will benefit from modernizing their own marketing methods. By tapping into this pipeline, we can see the community expand by preventing leakage and encourage local patronage and participation. Additionally, a stronger online presence will make the City and the community more visible to travelers who use digital tools to plan their route. The 5 million travelers who pass Ridgecrest on the 395 each year will have a greater likelihood of noticing Ridgecrest and making a pit-stop.

GRANT RESEARCH & APPLICATION

There are currently a few grants through the National Endowment for the Humanities (NEH) for digital implementation. They pertain mostly to community development and are attached to an academic component. However, it would be worth exploring if the needs of Ridgecrest in bridging the digital divide would satisfy the intent of these grants.

Potential funding could empower the City to hire additional experts to implement top-notch digital tools. This would not only increase the success of digital implementation, but would be a significant step in the branding of the Indian Wells Valley as an innovation hub.

We may not qualify for these specific grants and there may be others that could be applied for this purpose. It would be worth the research to see if grant funding is available for California cities, especially small/rural communities, to establish an online/digital presence.

COST PROFILE

For the purpose of billing, the following charts break the total proposal into its individual tasks. Each task is assigned a fair market value (as research on indeed.com according to the 'fair market position' title). The cost per hour at that position's value and the estimated hours equals the total value of each task. Added together, the total proposal cost is list in the lower right corner of each chart for initial and monthly costs.

INITIAL COST CHART

This chart represents the initial tasks involved in establishing the communications platform proposed in this document. The monthly upkeep for social media content generation, survey development, ongoing integration and grant research is listed below in the 'Monthly Cost' Chart

Task	Fair Market Position	Cost/Hr	Est. Hours	Total
Social Media Development	Social Media Marketing Coordinator	\$23.00	10	\$230
Social Media/Digital Integration	Social Media Marketing Coordinator	\$23.00	10	\$230
Website Updates	Website Builder	\$25.50	40	\$1020
Monthly Survey	Survey Project Manager	\$31.00	20	\$620
Community Integration	Community Economic Development Manager	\$36.50	10	\$365
Grant Research/Application	Grant Program Manager	\$32.50	20	\$650
			Total Initial Cost	\$3,115

MONTHLY COST CHART

This chart represents the monthly tasks involved in maintaining the communications platform proposed in this document: social media content generation, survey development, ongoing integration and grant research.

Task	Fair Market Position	Cost/Hr	Est. Hours	Total
Social Media Content	Social Media Marketing Coordinator	\$23.00	15	\$345
Website Updates	Website Builder	\$25.50	10	\$255
Monthly Survey	Survey Project Manager	\$31.00	10	\$310
Grant Oversight (if applicable)	Grant Program Manager	\$32.50	20	\$650
			Total Monthly Cost (w/ grant)	\$1,560
			Total Monthly Cost (w/o grant)	\$910

METRICS OF SUCCESS

SOCIAL MEDIA ENGAGEMENT

- More than 1,500 likes on City of Ridgecrest Facebook Profile
- Posts circulating with 500+ views
- 'Reasonable engagement' on Twitter – untested market
- Business engagement of City of Ridgecrest online 'pipeline'
- Interaction from City staff and officials

DIGITAL INTEGRATION

- Minimum 5 comments via Twitter and/or Facebook for City Council public comment
- Increased input from the 18 – 35 age demographic

WEBSITE UPDATES

- Increased perception of City activity (may require a survey)
- Fewer general information questions during Council Meetings and asked through information pipelines

MONTHLY SURVEYS

- Routine 1,000 survey responses each month
- Complete demographics coverage (analysis of responders)
- Use of data during City Council and staff decision-making processes
- Improved relations using real-time input for the public

COMMUNITY INTEGRATION

- Improved use of social media tools community-wide
- Exchange of announcements and information between local organizations (RACVB, Maturango Museum, Library, etc)
- Expanding social media reach to neighboring communities
- Greater attraction of Highway 395 travelers (data through social media analytics and RACVB reports)
- Improved community events through cohesive marketing pipeline

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

SUBJECT:

Ridgecrest Blvd. Ribbon Cutting Event

PRESENTED BY:

Dennis Speer – City Manager

SUMMARY:

To announce the completion of the Ridgecrest Blvd. reconstruction project, re-launch the businesses that have suffered from limited access, and create excitement for local patronage and community development.

The event will include the following considerations in order to maximize its visibility, energy, and local engagement:

1. Launch a comprehensive marketing campaign via traditional and digital tools to excite the community about the completion of Ridgecrest Blvd. and to attend the event
2. Have local delegates in attendance including, but not limited to, all current City officials, relevant staff and County officials, and any past officials or staff who were instrumental in the development of this project
3. Use the Ridgecrest Chamber of Commerce to amplify the excitement for the business community in improving and reestablishing access to Balsam District stores (Ridgecrest Blvd. & Balsam St.)
4. Attach celebratory elements including, but not limited to:
 - a. Food trucks or carts
 - b. Music
 - c. EZ-ups and seating to encourage socializing
5. Have a ribbon cutting and (potentially) brief remarks from key officials and stakeholders
6. Potential Addition: Storyboards showing the development of the project and projections of future development for the Balsam District

FISCAL IMPACT: Estimated \$500 From Special Projects Consultant Funding

Reviewed by Finance Director

ACTION REQUESTED:

Approve By Minute Motion.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RIDGECREST BLVD. PROJECT RIBBON CUTTING EVENT

PURPOSE

To announce the completion of the Ridgecrest Blvd. reconstruction project, re-launch the businesses that have suffered from limited access, and create excitement for local patronage and community development.

GENERAL OUTLINE

The event will include the following considerations in order to maximize its visibility, energy, and local engagement:

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5. Have a ribbon cutting and (potentially) brief remarks from key officials and stakeholders
6. Potential Addition: Storyboards showing the development of the project and projections of future development for the Balsam District

STATEMENT OF WORK

MARKETING

Consultant will launch a marketing campaign through the following social media outlets:

- Facebook (expand current presence)
- Twitter
- Instagram
- Pinterest

Consultant will utilize the aforementioned outlets to announce the event and build excitement through a schedule of online posts. The schedule of online posts will follow the basic format of two posts/tweets per week until the final week, with three posts/tweets. A Facebook event will be created and used to encourage local participation.

Traditional marketing will be used to announce in local papers. They will be notified of the coming event in a "Save the Date" format, reminded when the official completion date is announced, and a final article with week of will cover the expected turnout and finalized plans for the event.

INVITEES

Officials, both current and former, who were instrumental in the development and completion of the project will be invited to attend as formal guests. The entire community will be invited to attend. Officials, staff, and stakeholders relevant to the project will be encouraged to act as ambassadors for this event and invite the community back to Ridgecrest Blvd. & Balsam St. businesses.

The itinerary will be brief and has yet to be determined.

FOOD, MUSIC, & STORYBOARDS

In the interests of celebration, Consultant will attempt to maximize the event by encouraging food trucks and music to attend. As a budget may not be possible, food and entertainment will be solicited through volunteer effort or sponsorship. Consultant will be responsible for said solicitation.

If storyboards are possible (at expense to the City), they will be assembled by the Consultant and in collaboration with Public Works and City Planning Dept.

COST PROFILE

For the purpose of billing, the following chart breaks the total proposal into its individual tasks. Each task is assigned a fair market value (as research on indeed.com according to the 'fair market position' title). The cost per hour at that position's value and the estimated hours equals the total value of each task. Added together, the total proposal cost is listed in the lower right corner of the chart:

Task	Fair Market Position	Cost/Hr	Est. Hours	Total
Social Media Marketing	Social Media Marketing Coordinator	\$23.00	10	\$230
Event Coordination	Special Events Coordinator	\$18.00	15	\$270
			Total Initial Cost	\$500

METRICS OF SUCCESS

- A minimum of 100 local individuals (officials, stakeholders, businesses, and community members) will be in attendance
- Full media coverage including traditional and digital means will reach recordable 2,000 local citizens
- Businesses will enjoy a noticeable uptick in local patronage
- Following the event, business will enjoy a marked increase in daily business