



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

AGENDA

Wednesday

Regular

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

May 2, 2012

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

(760) 499-5000

**Ronald H. Carter, Mayor
Marshall G. Holloway, Mayor Pro Tempore
Jerry D. Taylor, Vice Mayor
Steven P. Morgan, Council Member
Jason Patin, Council Member**

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LAST ORDINANCE NO. 12-xx
LAST RESOLUTION CITY COUNCIL NO. 12-28
LAST RESOLUTION FINANCING AUTHORITY NO. 12-xx
LAST RESOLUTION OF THE HOUSING AUTHORITY NO. 12-xx
LAST RESOLUTION OF THE SUCCESSOR REDEVELOPMENT AGENCY NO. 12-xx

CITY OF RIDGECREST

CITY COUNCIL FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday May 2, 2012

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

May 2, 2012

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CLOSED SESSION – 5:30 p.m.

- GC54956.9(A) Conference With Legal Counsel, Existing Litigation. City of Ridgecrest v. Benz
- GC54956.9(A) Conference With Legal Counsel, Existing Litigation. County Of Kern v. City Of Ridgecrest
- GC54957.6 Labor Negotiations – United Food and Commercial Workers Golden State 8 (UFCW); Police Employee Association of Ridgecrest (PEAR); Management; Mid-Management; Confidential; Part-Time Employees. Agency Negotiator City Manager Kurt Wilson

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORTS

- Closed Session
- Other

PUBLIC COMMENT

CONSENT CALENDAR

1. Approve A Resolution Authorizing The Application For And Acceptance Of The United States Department Of Justice, Byrne Program Grant Strand
2. Approve A Consultant Agreement – Willdan, Collee Heights Boulevard III Speer
3. Approve A Consultant Agreement – Willdan, Drummond Avenue Norma Street to China Lake Boulevard Speer
4. Approve A Consultant Agreement – Quad Knopf, Downs Street Inyokern Road to Ward Avenue Speer
5. Approve A Consultant Agreement – Quad Knopf, Downs Street Ward Avenue to Drummond Avenue Speer
6. Approve A Construction Contract – Civic Center Exterior Lighting Speer

AGENDA - CITY COUNCIL - REGULAR

May 2, 2012

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- 7. Approve Proclamations For The Month Of May 2012 Ford**
- a. Armed Forces Day – May 18, 2012
 - b. Be Kind to Animals Week – May 6-12, 2012
 - c. Youth Week – May 1-7, 2012
 - d. Mental Health Month – May 2012
 - e. Child Care Provider Appreciation Month – May 2012
 - f. National Police Officer Week – May 13-19, 2012
- 8. Approve Draft Minutes of the Regular City Council Meeting Dated April 18, 2012 Ford**

DISCUSSION AND OTHER ACTION ITEMS

- 9. Discussion of Real Property Donation To The City And Approving Resolution 12-XX Establishing Its Value And Acceptance McRea**
- 10. Discussion Of Council Actions Regarding CalPERS Contributions For Unrepresented Employees Patin**
- 11. Discussion Of Furloughs For Employees Not Currently On Furlough Status Taylor**
- 12. Discussion Of Council Priorities With Regard To The Draft Budget Wilson**

DEPARTMENT AND COMMITTEE REPORTS

Infrastructure Committee

Members: Steve Morgan, Jerry Taylor, Craig Porter, James Sanders
Meeting: 2nd Wednesday Of The Month At 5:00 P.M., Council Conference Room
Next Meeting: May 9, 2012

Quality Of Life

Members: Chip Holloway, Jason Patin, Craig Porter, Carter Pope
Meeting: 1st Thursday Of Every Even Month At 12:00 P.M.; Kerr-McGee Center
Next Meeting: May 3, 2012

City Organization

Members: Ron Carter, Jerry Taylor, Lois Beres, Christopher LeCornu
Meeting: 1st Tuesday Of The Month At 5:00 P.M.; Council Conference Room
Next Meeting: June 5, 2012

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Community Development Committee

Members: Steve Morgan, Jason Patin, Christopher LeCornu, James Sanders

Meetings: 1st Thursday Of The Month At 5:00 P.M.; Council Conference Room

Next Meeting: May 3, 2012

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

Members: Ron Carter, Chip Holloway, Ron Strand

Meetings: 2nd Monday Of Odd Numbered Months At 4:00 P.M., Kerr-McGee Center

Next Meeting: May 14, 2012

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway, Jason Patin

Meetings: 1st Wednesday Of The Month, 8:00 A.M.

Next Meeting: June 6, 2012 at Location to Be Announced

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORTS

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Grant Application for a United States Department of Justice, Byrne Justice Assistance Grant.
PRESENTED BY: Ron Strand, Chief of Police
SUMMARY: The United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant Program has allocated one-time grant funding to the City of Ridgecrest Police Department in the amount of \$10,687.00 to purchase police equipment products over a period of four years. The grant period begins July 2012 and ends in June 2016. The Police Department plans to use these funds to purchase eight, Taser International, X2 Tasers for our officers. Each new taser is estimated to cost \$1336.93, allowing a purchase of eight tasers with a balance of approximately \$8.00 to be paid by the police department.
FISCAL IMPACT: Approximate revenue to the city in the amount of \$10,687.00 ALLOTMENT GRANT- NO MATCHING REQUIRED Reviewed by Administrative Services Director
ACTION REQUESTED: Approval of Resolution
CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as requested:

Submitted by: RON STRAND

Action Date: May 2, 2012

(Rev. 2-14-07)

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RESOLUTION NO. 12-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF THE UNITED STATES DEPARTMENT OF JUSTICE, BYRNE PROGRAM GRANT.

WHEREAS, the United States Department of Justice is offering grants under the Edward Byrne Memorial Justice Assistance Grant Program for police equipment, and;

WHEREAS, this grant has allocated \$10,687.00 to the City of Ridgecrest Police Department for police equipment, and;

WHEREAS, this grant will fund expenditures relating to the purchase eight X2 Tasers in FY13, and;

WHEREAS, this grant covers a four-year operational period from July 2012 through June 2016, and;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest authorizes the City Manager, or his designee, to apply for this grant with the United States Department of Justice Edward Byrne Justice Assistance Grant Program, and to approve, sign and execute any and all documents relating to the grant award, including amendments, and;

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED, that the City Council authorizes the Finance Director to increase the FY13 budget revenue and expenditures in the amount of this grant, and;

BE IT FURTHER RESOLVED, that this resolution shall remain in full force and effect until a resolution of the City Council is adopted amending or rescinding this resolution,

APPROVED AND ADOPTED THIS 2nd day of May, 2012, by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Ronald H. Carter, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

A Resolution To Approve the Proposal With The Engineering Firm Of Willdan To Provide Construction Management For The City of Ridgecrest On the College Heights Boulevard III Project from Franklin Street to Jarvis Street.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the Federal Transportation Investment Program located on College Heights Boulevard. The specific project includes road rehabilitation and reconstruction to include curb, gutter and sidewalk of the southbound and northbound lanes of College Heights Boulevard from Franklin Street to Jarvis Street. The proposed services are on a time and materials basis.

Matching funds in the amount of \$73,435.00 shall be made available from the TAB funds if this use is approved in May or alternatively Traffic Impact Fees Funds. This expenditure will be taken from 018-4760-430-4601 projects ST0906.

Staff recommends that the City Council approves the proposal and authorize the City Manager, Kurt Wilson, to execute the agreement with the engineering firm Willdan upon the City Attorney's review and approval.

FISCAL IMPACT: \$73,435

Reviewed by Finance Director

ACTION REQUESTED:

Adopt The Resolution That Approves the Proposal With The Consulting Firm Willdan and Authorizes the City Manager To Execute This Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: May 2, 2012

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RESOLUTION NO. 12-

A RESOLUTION TO APPROVE THE PROPOSAL WITH THE ENGINEERING FIRM WILLDAN TO PROVIDE CONSTRUCTION MANAGEMENT FOR THE CITY OF RIDGECREST ON THE COLLEGE HEIGHTS BOULEVARD III PROJECT FROM FRANKLIN STREET TO JAVIS STREET.

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

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

WHEREAS, the services are for the construction management of the College Heights Boulevard III Project from Franklin Street to Javis Street; and

WHEREAS, the project will include road rehabilitation and reconstruction of the southbound and northbound lanes to include curb, gutter and sidewalk; and

WHEREAS, matching funds in the amount of \$73,435.00 shall be made available from the TAB funds if this use is approved in May or alternatively Traffic Impact Fees,

WHEREAS, the funds will be expended from account 018-4760-430-4601 projects ST906.

NOW, THEREFORE, BE IT RESOLVED that the City of Ridgecrest hereby approves the proposal with the consulting firm Willdan and authorizes the City Manager to execute this Agreement upon the City Attorney's review and approval.

APPROVED AND ADOPTED this 2nd day of May 2012 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald Carter, Mayor

ATTEST:

Rachel Ford, City Clerk

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CONSULTANT AGREEMENT

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

1. Purpose.

WHEREAS, CITY desires assistance for the preparation and provision of bidding assistance, construction management, project closeout and final invoicing for the **College Heights III Project Franklin Avenue to Jarvis Avenue**, wherein the CITY will retain and employ the services of CONSULTANT to provide those services; and

WHEREAS, CONSULTANT is uniquely trained, experienced, competent, and qualified to perform such professional services required by this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

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 the Public Works Director of the CITY or a designated representative, who shall administer this AGREEMENT. CONSULTANT shall report progress of work on a monthly basis, or as determined by the Public Works Director 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 and in no event will the total compensation to be paid CONSULTANT under this Agreement exceed the sum of **Seventy Three Thousand Four Hundred Thirty-five** (\$73,435.00).

(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:

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." 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 contractor. 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 in hard copy and digital & CAD file formats 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 or other wrongful conduct 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:

(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 claim and \$2,000,000 annual aggregate.

(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 Board Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its Board 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 Board 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 Board 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 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 by the insurer or the Consultant except after thirty (30) days' prior written notice by first class mail, return receipt requested, postage prepaid 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. 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. Said documents shall be delivered in hard copy and digital and CAD file formats in which they were created.

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:

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

Thomas A. Broz, PE, SE, F ASCE
Director of Program and Construction Mangement Services
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408-3317

(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.

11. 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.

12. 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:
Contractor

By: _____
City Manager

By: _____
Thomas A. Broz, PE, SE, F ASCE.

APPROVED AS TO FORM
City Attorney

Attorney

Revised scope of work (4-19-12) – College Heights Project

Preconstruction Services – Constructability Review

1. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
2. Conduct a thorough review of the construction plans and specifications.
3. Prepare a list of the following, including potential recommended corrections:
 - ♦ Difficulties of completing any element of construction
 - ♦ Conflicts between elements or the environment
 - ♦ Elements of construction that could be substituted with more efficient materials and associated methods
 - ♦ Elements of construction that are not appropriately compensated by the bid schedule
4. Verify through design support consultation that each identified item of concern is interpreted properly.
5. Once a set of recommended corrections is developed, verify that time constraints do not impact implementation.
6. Assist the City with advertisement of the project by placing two ads in the local newspapers and provide 10 sets of plans and specifications for distribution to interested bidders.
7. Prepare a report of findings and outline recommendations to reconcile issues discovered and generally to expedite the project.
8. Attend the pre-bid and site walk meetings.
9. Review the three lowest bids and their good faith DBE and UDBE efforts.
10. Verify the low bidder's qualifications.
11. Prepare the bid summary.
12. Prepare a recommendation of contract award.
13. Prepare the notice of award.

Construction Management

1. 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.
2. Prepare the construction file.
3. Ensure that the contractor distributes public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at the preconstruction conference.
5. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.
6. Review contractor's safety program in consultation with City staff.
7. 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.
8. Log, track, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
9. Closely review schedule and advise contractor to take action on schedule slippage.

10. Document contractor's 20-day notices, mechanic's liens, and stop notices.
11. Assume responsibility for coordination with inspection staff and City staff.
12. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
13. Coordinate the contractor's field work with utility companies and other agencies.
14. Prepare weekly statement of working days and submit to the contractor and the City.
15. 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
16. Prepare minutes for the weekly construction progress meeting.
17. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
18. Evaluate and respond to the contractor's requests for clarification of plans and specifications.
19. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
20. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
21. Perform quantity, time, and cost analyses required for negotiation of contract changes.
22. Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review.
23. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
24. 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.
25. Monitor materials documentation and testing results and enforce corrections.
26. 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.
27. Monitor preparation of a punch list at substantial completion and follow up.
28. Routinely review construction files to ensure conformance to City standards and good construction management practice.
29. Ensure City received as-built set of drawings at completion.
30. Assist City with stop notices and release of retention.
31. Provide memorandum of clearance to issue the notice of completion.

32. Finalize and deliver all construction files and supplies to the City for their records.

Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the resident engineer, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Provide Willdan's labor compliance manager with federally-compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review.
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

1. Assist the City, if necessary, in preparing a resolution to execute the program supplement agreement and transmit the City-executed agreement and certified resolution to Caltrans Sacramento for execution. The City will provide copies of all previous submittals to Caltrans, environmental approval, E-76, Caltrans finance letter, and executed program supplement agreement.
2. Send a copy of the notice of preconstruction meeting to Caltrans.
3. Prepare the award cover letter, local agency contract award checklist (LAPM Exhibit 15-L), and local programs agreement checklist (LAPM Exhibit 4-A).
4. Prepare the detail estimate and summary (LAPM Exhibit 15-M), and finance letter (LAPM Exhibit 15-N) based upon the low bid.
5. Obtain from the contractor, the local agency bidder UDBE commitment (construction contracts) - (LAPM Exhibit 15-G1) and local agency bidder DBE information (construction contracts) - (LAPM Exhibit 15-G2) based upon the low bid.
6. Prepare the resident engineer's construction contract administration checklist (LAPM Exhibit 15-B) to help the local agency with the administration of the federal-aid project.
7. Submit to Caltrans DLAE Item Nos. 3 through 6 along with the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, executed contract, and the as-advertised bid package provided by the City.
8. Prepare up to two progress invoices (LAPM Exhibit 5-A) based upon the contractor's contract progress reports and construction engineering consultant invoices. Submit copies of the contractor's contract progress report and construction engineering consultant invoices to Caltrans DLAE.
9. Prepare the federal report of expenditures letter and report of expenditures checklist (LAPM Exhibit 17-A) based upon the statement of working days.
10. Prepare the local agency final inspection form (LAPM Exhibit 17-C) to initiate Caltrans' jobsite re-view and verification of project completion.
11. Prepare the materials certificate (LAPM Exhibit 17-G) 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.
12. Prepare the final invoice (LAPM Exhibit 5-A), final detail estimate and summary (LAPM Exhibit 15-M), and change order summary (LAPM Exhibit 17-E) based upon the contractor's final contract progress report and construction engineering consultant final invoices provided by the City.

13. Submit to Caltrans DLAE Item Nos. 9 through 12 along with the local assistance - federal - final report - utilization of DBE, first tier subcontractors (LAPM Exhibit 17-F), DBE certification status change (LAPM Exhibit 17-O), contractor's final contract progress report, and construction engineering consultant final invoices, as provided by the City, to initiate timely project closure and payment.
14. Include documents and submittals in a federal funding file and make a hard copy or 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 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.)

Revised 4-19-12 - Geotechnical and Materials Testing

1. Attendance at preconstruction meeting by California registered geotechnical engineer. Willdan and our subcontractor will perform independent quality control assurance (third party review) of the Contractor's materials testing engineer and field personnel.
2. Review plans and specifications as they apply to the material to be inspected and perform independent quality assurance testing as stipulated by the Caltrans Local Procedures Manual of the Contractor's material testing representative.
3. Maintain quality assurance certification for full staff and equipment assigned to the project.
4. Provide test documentation associated with the project.
5. Provide independent quality assurance testing and monitoring of the Contractor's field observation and compaction testing during subgrade preparation for pavement and sidewalks, where required.
6. Provide field observation and compaction testing during asphalt concrete paving operations as applicable. The Willdan inspection staff will provide the applicable tests to monitor the testing

methods of the Contractor's material testing representative. The tests will be performed with a nuclear densometer in accordance with ASTM D2922/CT Test Method 231, maximum density curves (ASTM D1557/CT Test Method 216), or the test results provided by the asphalt plant shall be used for relative compaction.

7. Keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, shall be documented in the project files.
8. Prepare and submit test results daily to City staff and resident engineer.
9. Prepare a final report that provides an opinion of the test results. This report shall include daily reports summarizing the construction activities, conclusions, and results of all tests and inspection.
10. Provide third party review of the contractor's methods regarding materials testing management, quality control, and engineering support, as needed.
11. Any non-compliance results of materials shall be reported to the City's representative (inspector) within 24 hours from the time of sampling.
12. Use the most economical mode of transportation available consistent with the time element involved.

The materials testing consultant shall perform the following services.

1. Provide third party review of the Contractor's batch plant inspection and sampling during asphalt production.
2. Provide third party review of the Contractor's laboratory testing, including stability, maximum density, and witness tests by the plant for gradations and binder content.

City of Ridgecrest
REVISED FEE PROPOSAL 4-19-12
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION FOR THE
COLLEGE HEIGHTS BLVD IMPROVEMENTS (FRANKLIN AVE. TO JAVIS AVE)
PROJECT #STPL - 5385 (037)

TASK / CLASSIFICATION	Project Manager	RESIDENT ENGINEER	SENIOR PUBLIC WORKS INSPECTOR	LABOR COMPLIANCE SPECIALIST	LABOR COMPLIANCE TECHNICIAN	FEDERAL INVOICING	MATERIAL TESTING *	Clerical	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
HOURLY RATE:	\$185	\$135	\$105	\$120	\$95	\$180	NET FEE	\$65			
TOTALS											
PRECONSTRUCTION SERVICES	4	35	14					3	\$7,130	\$1,000	\$8,130
CONSTRUCTION MANAGEMENT SERVICES	4	60				30		3	\$14,435	\$1,500	\$15,935
CONSTRUCTION INSPECTION SERVICES			280						\$29,400	\$150	\$29,550
LABOR COMPLIANCE				23	28				\$5,420	\$0	\$5,420
*MATERIAL TESTING SERVICES (PURSUANT TO CALTRANS QAP)							\$9,990.00		\$0	\$9,990	\$9,990
POST CONSTRUCTION SERVICES	4	16	12					3	\$4,160	\$250	\$4,410
TOTALS	12	111	306	23	28	30	\$ 9,990	9	\$60,545	\$12,890	\$73,435

This not-to-exceed fee is based on a 35 working day contract, Monday through Friday 7:00 a.m. through 3:30 p.m. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan' standard hourly rates.

* See attached material testing fee breakdown spreadsheet.

Material Testing Fee - College Heights Blvd
 STPL - 5385 (037)

Work Task	Hrs/Unit	Fee/Unit Price	Total
Prepaving & Precon Meeting	12	\$90.00	\$1,080.00
*Aggregate Base Preparation (2 Days)	16	\$90.00	\$1,440.00
*Plant Inspection (2 Days)	16	\$90.00	\$1,440.00
*Asphalt Compaction (2 Days)	16	\$90.00	\$1,440.00
*Laboratory Testing	LS	\$2,000.00	\$2,000.00
Engineering Support	9	\$185.00	\$1,665.00
Final Report	5	\$185.00	\$925.00

Total Estimated Fee

\$9,990.00

***Services to be performed by Willdan's DBE subcontractor**

\$4,880.00

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

SUBJECT:

A Resolution To Approve the Proposal With The Engineering Firm Of Willdan To Provide Construction Management For The City of Ridgecrest On the Drummond 1B Project from Norma Avenue to China Lake Boulevard Eastbound Lanes.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the Proposition 1B allocation located on Drummond Avenue. The specific project includes road rehabilitation and reconstruction to include curb and gutter of the Eastbound lanes of Drummond Avenue from Norma Street to China Lake Boulevard. The proposed services are on a time and materials basis.

Matching funds in the amount of \$30,110.00 shall be made available from the TAB funds if this use is approved in May or alternatively Traffic Impact Fees Funds. This expenditure will be taken from 018-4760-430-4601 projects ST11-02.

Staff recommends that the City Council approves the proposal and authorize the City Manager, Kurt Wilson, to execute the agreement with the engineering firm Willdan upon the City Attorney's review and approval.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

Adopt The Resolution That Approves the Proposal With The Consulting Firm Willdan and Authorizes the City Manager To Execute This Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: May 2, 2012

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RESOLUTION NO. 12-

A RESOLUTION TO APPROVE THE PROPOSAL WITH THE ENGINEERING FIRM WILLDAN TO PROVIDE CONSTRUCTION MANAGEMENT FOR THE CITY OF RIDGECREST ON THE DRUMMOND 1B PROJECT FROM NORMA STREET TO CHINA LAKE BOULEVARD EASTBOUND LANES.

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

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

WHEREAS, the services are for the construction management of the Drummond 1B Project from Norma Street to China Lake Boulevard eastbound lanes; and

WHEREAS, the project will include road rehabilitation and reconstruction of the eastbound lanes to include curb and gutter; and

WHEREAS, matching funds in the amount of \$30,110.00 shall be made available from the TAB funds if this use is approved in May or alternatively Traffic Impact Fees,

WHEREAS, the funds will be expended from account 018-4760-430-4601 projects ST11-02.

NOW, THEREFORE, BE IT RESOLVED that the City of Ridgecrest hereby approves the proposal with the consulting firm Willdan and authorizes the City Manager to execute this Agreement upon the City Attorney's review and approval.

APPROVED AND ADOPTED this 2nd day of May 2012 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald Carter, Mayor

ATTEST:

Rachel Ford, City Clerk

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CONSULTANT AGREEMENT

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

1. Purpose.

WHEREAS, CITY desires assistance for the preparation and provision of bidding assistance, construction management, project closeout and final invoicing for the **Drummond Project Eastbound Lanes Norma Street to China Lake Boulevard**, wherein the CITY will retain and employ the services of CONSULTANT to provide those services; and

WHEREAS, CONSULTANT is uniquely trained, experienced, competent, and qualified to perform such professional services required by this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

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 the Public Works Director of the CITY or a designated representative, who shall administer this AGREEMENT. CONSULTANT shall report progress of work on a monthly basis, or as determined by the Public Works Director 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 and in no event will the total compensation to be paid CONSULTANT under this Agreement exceed the sum of **Thirty Thousand One Hundred and Ten Dollars** (\$30,110.00).

(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:

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." 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 contractor. 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 in hard copy and digital & CAD file formats 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 or other wrongful conduct 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:

(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 claim and \$2,000,000 annual aggregate.

(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 Board Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its Board 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 Board 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 Board 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 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 by the insurer or the Consultant except after thirty (30) days' prior written notice by first class mail, return receipt requested, postage prepaid 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. 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. Said documents shall be delivered in hard copy and digital and CAD file formats in which they were created.

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:

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

Thomas A. Broz, PE, SE, F ASCE
Director of Program and Construction Management Services
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408-3317

(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.

11. 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.

12. 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:
Contractor

By: _____
City Manager

By: _____
Thomas A. Broz, PE, SE, F ASCE

APPROVED AS TO FORM
City Attorney

Attorney

April 19, 2012

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

Subject: **Revised 4-19-12** - Proposal for Construction Engineering Services – Drummond Avenue Street Resurfacing

Dear Mr. Culp:

Willdan Engineering is pleased to submit this proposal to the City of Ridgecrest to provide construction management, public works inspection, and material testing services for the City's Drummond Avenue Street Resurfacing Project.

The work will take place in the east-bound side of Drummond Avenue between Norma Street and N. China Lake Boulevard and includes cold milling; street reconstruction; asphalt overlay; utility adjustments; miscellaneous sidewalk removal and replacement; PCC crossgutter, and other appurtenant work. Pursuant to the City's request, we have provided the City with a detailed scope of work and a proposed not-to-exceed fee with hourly rates. In addition, we have enclosed the resumes of our proposed construction engineering team consisting of **Mr. Mike Bustos, Construction Manager/Resident Engineer; Mr. Larry Brown, Senior Public Works Inspector; and Mr. Ross Khiabani, Material Engineer.**

The following is Willdan's proposed scope of work:

Construction Management

1. 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.
2. Prepare the construction file.
3. Ensure that the contractor distributes public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at the preconstruction conference.
5. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.
6. Review contractor's safety program in consultation with City staff.
7. Through Willdan's system of project control, monitor activities related to the project such that the project is constructed pursuant to contract documents.

8. Log, track, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
9. Closely review schedule and advise contractor to take action on schedule slippage.
10. Document contractor's 20-day notices, mechanic's liens, and stop notices.
11. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
12. Prepare weekly statement of working days and submit to the contractor and the City.
13. 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
14. Prepare minutes for the weekly construction progress meeting.
15. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
16. Evaluate and respond to the contractor's requests for clarification of plans and specifications.
17. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
18. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
19. Perform quantity, time, and cost analyses required for negotiation of contract changes.
20. Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review.
21. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.

22. 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.
23. Monitor materials documentation and testing results and enforce corrections.
24. 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.
25. Monitor preparation of a punch list at substantial completion and follow up.
26. Routinely review construction files to ensure conformance to City standards and good construction management practice.
27. Ensure City received as-built set of drawings at completion.
28. Assist City with stop notices and release of retention.
29. Provide memorandum of clearance to issue the notice of completion.
30. Finalize and deliver all construction files and supplies to the City for their records.

Construction Inspection

1. Review plans, specifications, and all other contract-and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the resident engineer, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection 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. 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.

9. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
10. Conduct daily measurements of quantities of work with the contractor.
11. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
12. Ensure compliance of Underground Service Alert notification/delineation.
13. 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.
14. Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
15. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
16. Prepare and maintain detailed daily diary inspector reports on construction progress.
17. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
18. 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.
19. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
20. Provide complete measurements and calculations documented to administer progress payments.
21. 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.)
22. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.
23. 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.
24. Prepare documentation for final payment to the contractor.
25. Upon project completion, provide the finished set of project workbooks to the City.

Material Testing Services

The materials testing consultant shall perform the following services.

1. Conduct all testing in a Caltrans Certified Laboratory, or equivalent.
2. Provide a qualified technician as necessary to conduct density tests on asphalt concrete, as required. The tests will be performed with a nuclear densometer in accordance with ASTM D2922/Ref. CT. Tests, Maximum density curves (ASTM D1557/Ref. CT. Test) provided by the Asphalt Plant shall be used for relative compaction.
3. Keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, shall also be documented in the project files.
4. Consultant shall use the most economical mode of transportation available consistent with the time element involved.
5. Any non-compliance results of materials shall be reported to the City's Representative (Inspector) within twenty-four (24) hours from the time of sampling.

KEY PERSONNEL

Willdan offers the City of Ridgecrest a complete staff of experienced construction engineering personnel with demonstrated capabilities in specially funded municipal public works construction projects. We propose to assign the following personnel to your project:

Mr. Michael D. Bustos, PE, will serve as Resident Engineer/Construction Manager. Mr. Bustos brings more than 10 years of experience as a project manager and construction manager on public works inspection, contract administration, and construction management projects. He has managed a variety of projects from water wells to street overlays, including federally-funded and grant-funded projects. Mr. Bustos has intimate knowledge of Caltrans requirements and will ensure the project files are kept in accordance with the Caltrans LAPM. He recently provided construction management and resident engineer services for the Thousand Oaks Boulevard Overlay project for the City of Thousand Oaks. The project was federally funded and was managed in accordance with LAPM.

Mr. Larry Brown, Senior Public Works Observer, will be on the project full-time and perform all aspects of routine construction observation. He has over 27 years of construction experience, including the inspection of numerous City permitted projects. Mr. Brown has been with Willdan for over 27 years and is highly cognizant of the special needs of public agencies in terms of good relations with the surrounding businesses and neighborhoods.

Mr. Ross Khiabani, PE, GE, will be responsible for geotechnical services. Mr. Khiabani has 30 years of experience in performing diversified geotechnical assignments involving soil mechanics and foundation engineering, soil stabilization, landslide analysis and stabilization, settlement evaluations, liquefaction studies, temporary and permanent slope stability analyses, laboratory testing, and onshore/offshore exploration. His familiarity with seismic-related geotechnical computer programs has enabled efficient slope stability, liquefaction, and site-response analyses.

FEE

Willdan will be compensated on an hourly basis for providing professional public works observation services. Our not-to-exceed fee is based on a 30 working-days, which will require full-time public works observation and part-time construction management.

The following is a schedule of hourly billing rates for the proposed personnel:

WORK DESCRIPTION	TOTAL HOURS	Senior P.W. Hourly Rate	TOTAL
Construction Manager	36	\$130	\$4,680
Senior Public Works Inspector (30 working days)	240	\$95	\$22,800
Lab Tests – Asphalt	LS	\$750	\$750
Plant Inspection – Asphalt	8	\$95	\$760
Responsible Material Engineer	2	\$180	\$360
Field Technician - Asphalt	8	\$95	\$760
Estimated Total			\$30,110

The personnel's hourly billing rate stated above includes a vehicle for use by our inspector, cell phone with local number, and other communication devices.

The above schedule is for straight time. Overtime will be charged at 1.25 times the standard hourly rates. Sundays and holidays will be charged at 1.70 times the standard hourly rates.

Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus 15 percent.

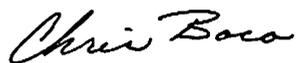
A subconsultant management fee of 15 percent will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination.

These hourly rates are effective through December 31, 2013, and may be adjusted after that date to compensate for labor adjustments and other increases in costs.

Thank you for the opportunity to provide you with this proposal. We look forward to working with you. If you have any questions, please contact Mr. Chris Baca at (562) 908-6296.

Respectfully submitted,

WILLDAN ENGINEERING



Chris Baca, R.C.I.
Deputy Director of Construction Management

Michael D. Bustos, PE

Associate Engineer

Education

Bachelor of Science Civil Engineering (Magna Cum Laude); California Polytechnic State University, San Luis Obispo

Registration

Civil Engineer, California, No. C73173

10 Years' Experience

Mr. Michael D. Bustos is responsible for the analysis, design and preparation of studies, plans, specifications, and estimates for projects such as booster pump stations, pipelines, potable water wells, pipeline rehabilitation, pavement rehabilitation, street improvements, and grading. Mr. Bustos has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, water resources planning, and plan checking during his ten years with the Willdan team.

Relevant Project Experience

Street Improvements

County of Santa Barbara, American Recovery and Reinvestment Act (ARRA) Summerland Circulation Improvement Project. Mr. Bustos was responsible for preparation of PS&E for the construction of curb, gutter, sidewalk, traffic calming features along with lighting, landscaping and street furniture designed to create a safe and operational business-resident friendly vehicle/pedestrian/bicycle parking circulation pattern in the Town of Summerland. This project includes construction and reconstruction of several portions of the existing storm drain system by relocating and also relocating and also adding new catch basins for improved drainage along the corridor.

The project involves numerous property owner tie-in improvements that require a custom level of detail. Some challenges include preserving existing improvements that were constructed by property owners within the right of way where possible and providing new improvements that blend in well with the community feel.

City of Thousand Oaks, CI 4202 Street Rehabilitation. Mr. Bustos prepared construction plans for and served as Construction Manager for this \$3.2 million street rehabilitation project on Thousand Oaks Blvd, Lawrence Drive, and Teller Road. The project was partially funded by Redevelopment Agency funds and also includes STPL funds. The scope of work included review of previously completed pavement evaluation reports for the selected road segments, conducting field reviews and ground survey, preparation of a preliminary design report for City approval of rehabilitation and drainage design strategy, and preparation of complete construction bid documents. Under separate contract with the City, Willdan also provided construction management, material testing, and inspection services. Selected street rehabilitation work includes patch repairs, grind and overlay, ARHM paving, and Cold In-Place Recycling with AC overlay.

City of Westlake Village, 2009 ARRA Citywide Arterial Street Overlay Project Lindero Canyon Road. Mr. Bustos assisted in preparation of plans and specifications for this federally funded project for the City of Westlake Village. This project included median improvements and approximately 2,100 tons of ARHM-GG-C overlay on Lindero Canyon Road between Thousand Oaks Blvd and Via Colinas. Mr. Bustos also assisted with construction management services, including submittal review, change order preparation, progress payment review and processing, field coordination, scheduling, and ARRA reporting. He was responsible for maintaining the proper files for the project audit conducted by Caltrans and FHWA.

City of Westlake Village, Annual Street Resurfacing Program, FY 2010-2011. Mr. Bustos prepared PS&E for and will serve as Construction Manager for this City project,

Michael D. Bustos, PE
Continued

scheduled to begin construction in May 2011. Proposed street resurfacing work includes patch repairs, slurry seal, and striping on Lakeview Canyon Road, Watergate Road, and Russell Ranch Road. Mr. Bustos is will be responsible for coordinating inspection and materials testing, contract administration, including processing of change orders, submittals, RFIs, and progress payments, and maintaining the project schedule.

Santa Clarita Water Division, Maintenance Yard PCC, Paving and Drainage Improvements. Mr. Bustos prepared PS&E for two separate, concurrent projects at the Water District's maintenance yard. Proposed PCC improvements include design of concrete material stockpile basins, Vactron pits, and fuel tank pad. Paving and drainage improvements include site grading, slurry seal coating of existing asphalt pavement, new AC paving on half of the project site, replacement of an existing undersized ribbon gutter, construction of a new ribbon gutter, and installation of water quality measures to treat site runoff. Construction of these proposed improvements is currently scheduled for July 2011.

City of Ridgecrest, Drummond Avenue and Sunland Street Rehabilitation and Resurfacing Project. Mr. Bustos is preparing PS&E for this City construction project. The City secured Proposition 1B funding to construct street improvements on Drummond Avenue and Sunland Street. The Drummond Avenue portion of this project includes patch repairs and 2" grinding and AC paving of approximately one half mile of the eastbound direction of this arterial street. The Sunland Street portion of this project includes Full Depth Reclamation (FDR) for approximately one tenth of a mile of this residential street. PCC sidewalk, curb and gutter repairs and ADA compliant curb ramp installations are also being designed within each project area.

City of Calabasas, Pavement Management System. Mr. Bustos performed evaluations on pavement conditions throughout the City of Calabasas. Each street was inspected and rated on its condition. The data gathered was then applied to a computer software program to determine the most cost effective pavement rehabilitation schedule.

Construction Management

City of Lompoc, Lompoc Aquatic Center. Mr. Bustos assisted in construction management services for the construction of Lompoc's \$13.3 million Aquatic Center. As site engineer, he provided on-site inspection services and coordination among the Project's three prime contractors for the full 18-month construction duration. Willdan's construction management scope of services included coordination of inspection and scheduling for all phases of construction from site grading to utility installations to building and pool construction. Willdan reviewed, negotiated, and processed all contractor change orders and progress payments during construction. Mr. Bustos was thoroughly involved in the submittal and RFI process.

City of Compton, Pumping Facilities for Extraction Well No. 19. Mr. Bustos assisted in construction management and administration for this Metropolitan Water District (MWD) grant-funded project in the City of Compton. Construction included site demolition, installation of 1,600 LF of 12-inch ductile iron water distribution pipeline and 765 LF of 18-inch HDPE well discharge main, connection of the new well discharge main to LACFCD's existing 57-inch RCP storm drain, drilling of a new 1,800-GPM potable water well, and installation of associated site improvements including pump, piping, chemical feed system, grading, and general site development. Mr. Bustos's duties during the construction phase included submittal review, RFI responses, change order preparation, progress payment review and processing, grant administration and invoicing, inspection coordination, punch list preparation, and final inspection.

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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 Construction Management For The City of Ridgecrest On the Downs Street Project from Inyokern Road to Ward Avenue.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the Regional Surface Transportation Program located on Downs Street. The specific project includes road rehabilitation to include minor curb and gutter of the southbound and northbound lanes of Downs Street from Inyokern Road to Ward Avenue. The proposed services are on a time and materials basis.

Matching funds in the amount of \$47,868 shall be made available from the TAB funds if this use is approved in May or alternatively Traffic Impact Fees Funds. This expenditure will be taken from 018-4760-430-4601 projects ST11-06.

Staff recommends that the City Council approves the proposal and authorize the City Manager, Kurt Wilson, to execute the agreement with the engineering firm Willdan upon the City Attorney's review and approval.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

Adopt The Resolution That Approves the Proposal With The Consulting Firm Willdan and Authorizes the City Manager To Execute This Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: May 2, 2012

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RESOLUTION NO. 12-

A RESOLUTION TO APPROVE THE PROPOSAL WITH THE ENGINEERING FIRM OF QUAD KNOFF TO PROVIDE CONSTRUCTION MANAGEMENT FOR THE CITY OF RIDGECREST ON THE DOWNS STREET PROJECT FROM INYOKERN ROAD TO WARD AVENUE.

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

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

WHEREAS, the services are for the construction management of the Downs Street Project from Inyokern Road to Ward Avenue; and

WHEREAS, the project will include road rehabilitation to include minor curb and gutter work of the southbound and northbound lanes; and

WHEREAS, matching funds in the amount of \$47,868 shall be made available from the TAB funds if this use is approved in May or alternatively Traffic Impact Fees,

WHEREAS, the funds will be expended from account 018-4760-430-4601 projects ST11-06.

NOW, THEREFORE, BE IT RESOLVED that the City of Ridgecrest hereby approves the proposal with the consulting firm Quad Knopf and authorizes the City Manager to execute this Agreement upon the City Attorney's review and approval..

APPROVED AND ADOPTED this 2nd day of May 2012 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald Carter, Mayor

ATTEST:

Rachel Ford, City Clerk

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CONSULTANT AGREEMENT

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

1. Purpose.

WHEREAS, CITY desires assistance for the preparation and provision of bidding assistance, construction management, project closeout and final invoicing for the **Downs Street Project from Inyokern Road to Ward Avenue**, wherein the CITY will retain and employ the services of CONSULTANT to provide those services; and

WHEREAS, CONSULTANT is uniquely trained, experienced, competent, and qualified to perform such professional services required by this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

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 the Public Works Director of the CITY or a designated representative, who shall administer this AGREEMENT. CONSULTANT shall report progress of work on a monthly basis, or as determined by the Public Works Director 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 and in no event will the total compensation to be paid CONSULTANT under this Agreement exceed the sum of \$47,868.00.

(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:

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." 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 contractor. 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 in hard copy and digital & CAD file formats 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:

(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 Board Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its Board 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 Board 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 Board 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 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. 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. Said documents shall be delivered in hard copy and digital and CAD file formats in which they were created.

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:

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

Jeff Cowart, P.E.
Bakersfield Branch Manager
Quad Knopf, Inc
5080 California Ave., Suite 400
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.

11. 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.

12. 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:
Contractor

By: _____
City Manager

By: _____
Jeff Cowart, P.E.

APPROVED AS TO FORM
City Attorney

Attorney

EXHIBIT A

Detailed Scope of Work

Project Understanding

Quad Knopf has completed the designs for the Downs Street projects from Drummond Avenue to Inyokern Road and received the authorization for construction from Caltrans and FHWA. Having worked closely with City staff to modify the Downs Street projects to meet the funding reductions, we understand the challenges faced by the City of Ridgecrest and other communities that are dealing with the loss of RDA funds.

The City of Ridgecrest is seeking proposals for Construction Engineering Services from the top three firms from their February 2010 SOQ solicitation. Utilizing the "Small Purchase Procedures" described in Chapter 10 of the Caltrans Local Procedures Manual, the city intends to negotiate contract costs for construction engineering services on a time and materials basis with a "not-to-exceed" fee amount. The City has also included the DBE/UDBE requirements for these services in the RFP.

The following list of street projects is being considered for the construction engineering services proposals:

- ◆ Downs Street, Inyo Kern to Ward
- ◆ Downs Street, Ward to Drummond
- ◆ College Heights, Franklin to Jarvis

The City is requesting separate fee proposals for each street construction project.

The two Downs Street Projects are included in one set of construction documents prepared by Quad Knopf and are anticipated to be constructed by one contractor. The College Heights project is a separate set of construction documents and will most likely be constructed by a different contractor. This can be challenging to keep up with two separate contractors if the projects are being constructed at the same time. Quad Knopf has the depth of resources to handle multiple contractors and varied schedules for all three projects.

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 the requested construction engineering services for all three of the street construction projects anticipated under this RFP. However, the structure of the teams is flexible enough to allow for providing these services for a smaller number of the street construction projects.

A separate fee proposal is provided for each of the projects for the City's evaluation in a separate sealed envelope.

Utilizing all of the tools and processes identified in our previous SOQ, Quad Knopf will provide an overall project manager for the project as well as project/construction managers for the individual design teams as shown in our project team organizational chart. This provides a structure that is robust enough to handle all three projects and flexible enough to handle a smaller number of projects or varied schedules.

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. The following scope of work also incorporates the scope of work as outlined in Exhibit A of the RFP.

CONSTRUCTION MANAGEMENT

Task 1 – Bid Assistance

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

- ◆ Provide Notice of Inviting Bids and advertize with the Bakersfield Californian and the Daily Independent.
- ◆ Provide management of bid sets including reproduction of 16 sets (8 located with City, and 8 located with Quad Knopf).
- ◆ Update plan holders list and distribute addendums to perspective bidders.
- ◆ Perform peer/constructability review of project plans and specifications prepared by others.
- ◆ Attend pre-bid and site walk meeting
- ◆ Review wage rate determinations during the bid period, and ten days prior to bid opening
- ◆ Review three lowest bids and their good faith DBE & UDBE 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.

Task 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 following services listed in Exhibit A of the RFP will be included in this task:

- ◆ 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

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.

Task 3 – Inspection Services

Quad Knopf will provide a full time inspector during the project, the inspector will provide inspection of the project; prepare daily reports on the progress of the work, that will include manpower, equipment and weather; gather certificate of compliance documents and material weight tags. Our inspector will also coordinate with the BSK & Associates, our Geotechnical Consultant, for all acceptance testing.

This task includes the services shown under Item #1 of Exhibit A 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

Task 4 – Quality Assurance Testing

BSK Associates will provide the construction materials testing in accordance with the project specifications and the City's QAP as described in Item #2 of Exhibit A of the RFP. The scope of services will consist of the following:

- ◆ Concrete sampling – Miscellaneous Concrete;
- ◆ Compaction testing – Subgrade Soil and Aggregate Base;
- ◆ Asphalt Concrete sampling – at the site and plant during asphalt concrete paving operations;
- ◆ Associated laboratory testing; and
- ◆ Report summarizing the test results.

Task 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 2011. 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 Exhibit A 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 2011.

Detailed Fee 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 attached for your review. Quad Knopf will invoice the City of Ridgecrest monthly based on the work performed.

Downs Street – Inyo Kern to Ward

Task	Fee
Task 1 – Bid Assistance	\$5,964
Task 2 – Construction Management and Contract Administration	\$9,549
Task 3 – Inspection Services	\$22,775
Task 4 – Quality Assurance Testing	\$6,325
Task 5 – Close-out Documents	\$3,255
Total	\$47,868

Downs Street, Inyo Kern to Ward and Drummond to Ward are being bid together in anticipation of being constructed together by one contractor. A fee has been prepared for the overall project (both segments) to reflect the desire to construct them together with one contractor. The proportionate fee for each segment is shown above based on the length of each segment to the length of the overall project. If the overall project is actually broken into two separate projects with either separate contractors or separate construction engineering consultants, then the fee above will need to be modified to reflect that change.

Also attached is the Quad Knopf 2012 rate Schedule. We have provided the City with a **10% discount** on our standard rates shown on the schedule, except for prevailing wage rates for field inspection.

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.

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Quad Knopf, Inc.
Construction Management Services for Downs Street (Inyokern to Ward & Ward to Drummond)
3/26/2012
Project Hours

Phase No.	Task Description	Labor cost										Subtotal Labor	Subtotal Direct Expense	Task Cost	Proportional Breakdown	
		Principal-in-Charge Rate (\$/hr)	Sr. Engineer RE	Sr. Associate Engineer	Sr. CM	Sr. Inspector (field)	Sr. Inspector (office)	Assoc. Eng/ Inspector (field)	Assoc. Eng/ Inspector (office)	Clerical						
		\$ 179	\$ 162	\$ 140	\$ 149	\$ 146	\$ 125	\$ 146	\$ 120	\$ 79						
	Construction Management (30 day bid/60 cal. day const)															
1.00	Bid Assistance															
	Prepare Notice Inviting Bids and publish in 2 newspapers		1			3						2	\$757	\$1,700	\$2,457	
	Management of bid documents and production of 16 bid sets		1			2						8	\$1,091	\$600	\$1,691	
	Pre-bid preparation & meeting			8							8	2	\$2,414	\$208	\$2,622	
	Process RFI's, addendums, etc		1	2	2						4	2	\$1,421	\$50	\$1,471	
	Bid opening & bid review		1	6	2						8	4	\$2,707	\$208	\$2,915	
	Process award documents			2							2	2	\$722	\$50	\$772	
																\$11,927
2.00	Construction Management and Contract Administration															
	Contract administration & setup					2						4	\$614	\$0	\$614	
	Pre-construction meeting			8				8					\$2,296	\$258	\$2,554	
	Log submittals, RFI's, shop drawings			2	4	4					4	4	\$2,276	\$5,225	\$7,501	
	Weekly meetings (RE attendance by conf. call)			6								4	\$1,288	\$50	\$1,338	
	Process progress payments			2		2						4	\$938	\$0	\$938	
	Caltrans coordination		2	4							2	2	\$1,404	\$258	\$1,662	
	Labor compliance					4						8	\$1,228	\$50	\$1,278	
	Site visits (2 visits)			16									\$2,592	\$623	\$3,215	
																\$19,099
3.00	Inspection Services															
	Field inspections (assumed 34 days @ 6 hr/day)						206						\$30,034	\$6,263	\$36,297	
	Office (weekly meetings, reports) (assumed 34 days @ 2 hr/day)							69				8	\$9,203	\$50	\$9,253	
																\$45,551
4.00	Quality Assurance Testing (3rd party confirmation testiing)													\$12,650		\$12,650
5.00	Close-out Documents															
	Final inspection & punchlist			8		2		2				2	\$2,002	\$50	\$2,052	
	Final progress payment, balancing CCO, NOC, & close-out							2					\$250	\$0	\$250	
	Caltrans coordination		2	12						2		4	\$2,910	\$50	\$2,960	
	Record drawings ("As-builts)			1				1			8		\$1,247	\$0	\$1,247	
																\$6,509
	Breakdown by Street Segment															
	Downs Street (Inyokern to Ward)															\$47,868
	Downs Street (Ward to Drummond)															\$47,868
																\$95,735
	Hours	8.00	77.00	13.00	14.00	205.71	81.57	2.00	36.00	60.00		67,395	\$ 28,341	\$ 95,735		
	TOTAL COST	\$ 1,432	\$ 12,474	\$ 1,820	\$ 2,086	\$ 30,034	\$ 10,196	\$ 292	\$ 4,320	\$ 4,740	\$ 67,395	\$ 28,341	\$ 95,735			

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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 Construction Management For The City of Ridgecrest On the Downs Street Project from Ward Avenue to Drummond Avenue.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the Regional Surface Transportation Program located on Downs Street. The specific project includes road rehabilitation to include minor curb and gutter work of the southbound and northbound lanes of Downs Street from Ward Avenue to Drummond Avenue. The proposed services are on a time and materials basis.

Matching funds in the amount of \$47,868 shall be made available from the TAB funds if this use is approved in May or alternatively Traffic Impact Fees Funds. This expenditure will be taken from 018-4760-430-4601 projects ST11-05.

Staff recommends that the City Council approves the proposal and authorize the City Manager, Kurt Wilson, to execute the agreement with the engineering firm Willdan upon the City Attorney's review and approval.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

Adopt The Resolution That Approves the Proposal With The Consulting Firm Willdan and Authorizes the City Manager To Execute This Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: May 2, 2012

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RESOLUTION NO. 12-

A RESOLUTION TO APPROVE THE PROPOSAL WITH THE ENGINEERING FIRM OF QUAD KNOFF TO PROVIDE CONSTRUCTION MANAGEMENT FOR THE CITY OF RIDGECREST ON THE DOWNS STREET PROJECT FROM WARD AVENUE TO DRUMMOND AVENUE.

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

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

WHEREAS, the services are for the construction management of the Downs Street Project from Ward Avenue to Drummond Avenue; and

WHEREAS, the project will include road rehabilitation to include minor curb and gutter work of the southbound and northbound lanes; and

WHEREAS, matching funds in the amount of \$47,868 shall be made available from the TAB funds if this use is approved in May or alternatively Traffic Impact Fees,

WHEREAS, the funds will be expended from account 018-4760-430-4601 projects ST11-05.

NOW, THEREFORE, BE IT RESOLVED that the City of Ridgecrest hereby approves the proposal with the consulting firm Quad Knopf and authorizes the City Manager to execute this Agreement upon the City Attorney's review and approval.

APPROVED AND ADOPTED this 2nd day of May 2012 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald Carter, Mayor

ATTEST:

Rachel Ford, City Clerk

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CONSULTANT AGREEMENT

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

1. Purpose.

WHEREAS, CITY desires assistance for the preparation and provision of bidding assistance, construction management, project closeout and final invoicing for the **Downs Street Project from Ward Avenue to Drummond Avenue**, wherein the CITY will retain and employ the services of CONSULTANT to provide those services; and

WHEREAS, CONSULTANT is uniquely trained, experienced, competent, and qualified to perform such professional services required by this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

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 the Public Works Director of the CITY or a designated representative, who shall administer this AGREEMENT. CONSULTANT shall report progress of work on a monthly basis, or as determined by the Public Works Director 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 and in no event will the total compensation to be paid CONSULTANT under this Agreement exceed the sum of \$47,868.00.

(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:

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." 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 contractor. 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 in hard copy and digital & CAD file formats 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:

(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 Board Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its Board 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 Board 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 Board 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 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. 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. Said documents shall be delivered in hard copy and digital and CAD file formats in which they were created.

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:

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

Jeff Cowart, P.E.
Bakersfield Branch Manager
Quad Knopf, Inc
5080 California Ave., Suite 400
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.

11. 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.

12. 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:
Contractor

By: _____
City Manager

By: _____
Jeff Cowart, P.E.

APPROVED AS TO FORM
City Attorney

Attorney

Detailed Scope of Work

Project Understanding

Quad Knopf has completed the designs for the Downs Street projects from Drummond Avenue to Inyokern Road and received the authorization for construction from Caltrans and FHWA. Having worked closely with City staff to modify the Downs Street projects to meet the funding reductions, we understand the challenges faced by the City of Ridgecrest and other communities that are dealing with the loss of RDA funds.

The City of Ridgecrest is seeking proposals for Construction Engineering Services from the top three firms from their February 2010 SOQ solicitation. Utilizing the "Small Purchase Procedures" described in Chapter 10 of the Caltrans Local Procedures Manual, the city intends to negotiate contract costs for construction engineering services on a time and materials basis with a "not-to-exceed" fee amount. The City has also included the DBE/UDBE requirements for these services in the RFP.

The following list of street projects is being considered for the construction engineering services proposals:

- ◆ Downs Street, Inyo Kern to Ward
- ◆ Downs Street, Ward to Drummond
- ◆ College Heights, Franklin to Jarvis

The City is requesting separate fee proposals for each street construction project.

The two Downs Street Projects are included in one set of construction documents prepared by Quad Knopf and are anticipated to be constructed by one contractor. The College Heights project is a separate set of construction documents and will most likely be constructed by a different contractor. This can be challenging to keep up with two separate contractors if the projects are being constructed at the same time. Quad Knopf has the depth of resources to handle multiple contractors and varied schedules for all three projects.

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 the requested construction engineering services for all three of the street construction projects anticipated under this RFP. However, the structure of the teams is flexible enough to allow for providing these services for a smaller number of the street construction projects.

A separate fee proposal is provided for each of the projects for the City's evaluation in a separate sealed envelope.

Utilizing all of the tools and processes identified in our previous SOQ, Quad Knopf will provide an overall project manager for the project as well as project/construction managers for the individual design teams as shown in our project team organizational chart. This provides a structure that is robust enough to handle all three projects and flexible enough to handle a smaller number of projects or varied schedules.

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. The following scope of work also incorporates the scope of work as outlined in Exhibit A of the RFP.

CONSTRUCTION MANAGEMENT

Task 1 – Bid Assistance

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

- ◆ Provide Notice of Inviting Bids and advertize with the Bakersfield Californian and the Daily Independent.
- ◆ Provide management of bid sets including reproduction of 16 sets (8 located with City, and 8 located with Quad Knopf).
- ◆ Update plan holders list and distribute addendums to perspective bidders.
- ◆ Perform peer/constructability review of project plans and specifications prepared by others.
- ◆ Attend pre-bid and site walk meeting
- ◆ Review wage rate determinations during the bid period, and ten days prior to bid opening
- ◆ Review three lowest bids and their good faith DBE & UDBE 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.

Task 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 following services listed in Exhibit A of the RFP will be included in this task:

- ◆ 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

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.

Task 3 – Inspection Services

Quad Knopf will provide a full time inspector during the project, the inspector will provide inspection of the project; prepare daily reports on the progress of the work, that will include manpower, equipment and weather; gather certificate of compliance documents and material weight tags. Our inspector will also coordinate with the BSK & Associates, our Geotechnical Consultant, for all acceptance testing.

This task includes the services shown under Item #1 of Exhibit A 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

Task 4 – Quality Assurance Testing

BSK Associates will provide the construction materials testing in accordance with the project specifications and the City's QAP as described in Item #2 of Exhibit A of the RFP. The scope of services will consist of the following:

- ◆ Concrete sampling – Miscellaneous Concrete;
- ◆ Compaction testing – Subgrade Soil and Aggregate Base;
- ◆ Asphalt Concrete sampling – at the site and plant during asphalt concrete paving operations;
- ◆ Associated laboratory testing; and
- ◆ Report summarizing the test results.

Task 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 2011. 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 Exhibit A 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 2011.

Detailed Fee 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 attached for your review. Quad Knopf will invoice the City of Ridgecrest monthly based on the work performed.

Downs Street – Drummond to Ward

Task	Fee
Task 1 – Bid Assistance	\$5,964
Task 2 – Construction Management and Contract Administration	\$9,549
Task 3 – Inspection Services	\$22,775
Task 4 – Quality Assurance Testing	\$6,325
Task 5 – Close-out Documents	\$3,255
Total	\$47,868

Downs Street, Inyo Kern to Ward and Drummond to Ward are being bid together in anticipation of being constructed together by one contractor. A fee has been prepared for the overall project (both segments) to reflect the desire to construct them together with one contractor. The proportionate fee for each segment is shown above based on the length of each segment to the length of the overall project. If the overall project is actually broken into two separate projects with either separate contractors or separate construction engineering consultants, then the fee above will need to be modified to reflect that change.

Also attached is the Quad Knopf 2012 rate Schedule. We have provided the City with a **10% discount** on our standard rates shown on the schedule, except for prevailing wage rates for field inspection.

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.

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

SUBJECT:

Announcement of ARRA - Energy Efficiency and Conservation Block Grant (EECBG) Bid Opening and Awarding of Contract. Approve Resolution 12-Xx To Approve The Winning Bid And Enter Into A Contract With Winning Contractor To Provide Construction For The City Of Ridgecrest On The ARRA – Energy Efficiency And Conservation Block Grant.

PRESENTED BY:

Loren Culp, City Engineer

SUMMARY:

At the time of posting this agenda, bid opening was scheduled to take place on April 30, 2012 at 4:00pm; therefore the name of the winning bidder was unavailable. This information will be provided at the earliest possible opportunity.

Due to short application time frame it is necessary to award the contract to the winning bidder at this meeting of May 2, 2012. Sample contract has been provided.

FISCAL IMPACT:

Undetermined, not matching funds, 100% reimbursement via ARRA grant funding.
Reviewed by Finance Director

ACTION REQUESTED:

Approve Consultant Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve Consultant Agreement

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RESOLUTION NO. 12-

A RESOLUTION TO APPROVE THE WINNING BID AND ENTER INTO A CONTRACT WITH WINNING CONTRACTOR TO PROVIDE CONSTRUCTION FOR THE CITY OF RIDGECREST ON THE ARRA – ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG).

WHEREAS, The City of Ridgecrest requires the services of contractor to provide construction services for the City; and

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

WHEREAS, the services are for the construction of Civic Center Exterior Lighting located at City Hall; and

WHEREAS, there will be no matching funds and 100% reimbursement will be provided via ARRA grant funding.

NOW, THEREFORE, BE IT RESOLVED that the City of Ridgecrest hereby approves the winning bid and authorizes the City Manager to execute this Agreement upon the City Attorney's review and approval.

APPROVED AND ADOPTED this 2nd day of May 2012 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald Carter, Mayor

ATTEST:

Rachel Ford, City Clerk

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SAMPLE AGREEMENT

CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT

As of _____, 2010, the City of Ridgecrest, herein "City," and _____, herein "Contractor," agree as follows:

Section 1. Scope of Work.

Contractor will furnish labor, equipment and materials and will perform work for the retrofitting of lighting fixtures described in the plans and specifications.

Section 2. Consideration.

Agency shall pay Contractor the sum set forth in Contractor's bid for the performance of the work.

Section 3. Payments.

(a) Monthly progress payments shall be as follows:

(1) On or about the 25th day of the each month, Contractor shall submit to Agency an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that Date and subsequent to prior estimates. The estimate may include the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.

(2) The Agency shall review the request as soon as practicable to determine whether the payment request is proper. A payment request found not to be a proper payment shall be returned within seven (7) days after receipt, accompanied by a written description of the reasons why the request is not proper.

(3) Agency shall pay Contractor 90% of the invoice amount reduced by: amounts due to Agency for equipment, services or materials furnished by Agency; amounts of claims or liens by the Agency or others; and amounts required to be deducted by federal, state or local governmental authorities.

(4) If the Agency fails to make progress payments within 35 days after receipt of an undisputed and properly submitted invoice, the Agency shall pay to the Contractor interest at the legal rate set forth in Code of Civil Procedure Section 685.10(a) from seven (7) days after receipt of the invoice by the Agency until paid.

(5) Progress payments do not signify acceptance of the work, or any portion of the work. Payments do not preclude Agency from demanding and recovering damages for failure to fully perform.

(b) On satisfactory completion of the work, Agency shall pay Contractor 90% of the value of the actual work, less prior monthly progress payments.

(c) Within 30 days after recordation of a notice of completion, the undisputed amounts withheld by the Agency shall be released. "Completion" occurs on the acceptance by the governing body of the Agency, or the filing of a notice of cessation of labor.

(d) Notwithstanding the foregoing, Contractor may receive payment in full, other than retention for claims by the Agency or third parties, if the Contractor deposits approved securities or enters into an agreement with an escrow agent to hold earned retentions. The substitution of securities or the use of an escrow account shall be in the form and manner permitted by law.

Section 4. Contract Documents.

The complete Contract includes the Contract documents set forth herein, to wit: the Notice Inviting Sealed Proposals, Information for Bidders, Proposal or Bid Form, Non-Collusion Declaration, this Agreement, Certificate of Insurance, Workers' Compensation Certificate, Plans and Specifications, Addenda issued prior to Bid Opening, and Contractors' and Subcontractors' Licenses.

Section 5. Compliance with Provisions of Law.

- (a) This Agency is subject to laws relating to public agencies which are part of this Agreement as though fully set forth herein.
- (b) Contractor shall comply with laws relating to the work.

Section 6. Attorney Fees.

The court shall award reasonable costs and expenses, including attorney fees, to the prevailing party in an action or proceeding to enforce this Agreement.

Section 7. Notices.

Notices required or permitted shall be given by personal delivery, by first class mail, postage prepaid, or facsimile transmission to:

Agency: City of Ridgecrest
P.O. Box 5127
Ridgecrest, CA 93388-5127

Contractor: *[Name of Contractor]*
[Attention: [name]]
[Address of Contractor]
[City, State & Zip]
[Telephone Number for Contractor]

Section 8. Conflict with Plans and Specifications.

Conflict between the plans and specifications and this Agreement shall be brought to the attention of the Agency, which shall resolve such conflict.

Section 9. Assignment.

- (a) Contractor shall not assign this Agreement or payments under this Agreement.
- (b) Contractor and each subcontractor hereby assigns to the Agency, right, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials for this Agreement or the subcontract. This assignment shall be made and become effective without further acknowledgment by the parties at the time the Agency tenders final payment to the Contractor.

Section 10. Section Headings.

Section headings are for the convenience of the parties and shall not affect the

interpretation of this Agreement.

Section 11. Authority of Agency Representative.

Agency's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of the plans and specifications, and the fulfillment of the contract by the Contractor.

WAGES, HOURS, AND WORKING CONDITIONS

Section 12. Prevailing Wages.

(a) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site.

(b) Contractor shall forfeit as penalty to the Agency the sum of \$50.00 for each calendar day, or portion thereof, and for each worker paid less than the prevailing rates under the contract or subcontract.

Section 13. Travel and Subsistence Payments.

Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification, or type of work.

Section 14. Hours of Work.

(a) Eight (8) hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or 40 hours during a calendar week of the foregoing hours.

(b) Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker.

(c) As a penalty for failure to pay overtime when required, the Contractor shall forfeit to the Agency \$25.00 for each worker for each calendar day during which such worker works more than eight (8) hours and is not paid overtime, and for each week during which such worker works more than 40 hours and is not paid overtime.

Section 15. Apprentices.

Contractor shall comply with the Labor Code concerning the employment of apprentices.

Section 16. Subcontractors.

Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of the Public Contracts Code.

Section 17. Discrimination.

The Contractor shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation or terms and conditions of employment, and shall not discipline or discharge any person employed because of the person's

race, religion, creed, color, national origin, ancestry or sex. The Contractor shall not refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

Section 18. Safety.

Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the *Contract Work Hours and Safety Standards Act*, as set forth in Title 29, C.F.R., and by the California Division of Industrial Safety.

Section 19. Character of Workers.

Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

Section 20. Compliance with Immigration Reform and Control Act. (IRCA)

Contractor acknowledges that Contractor, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

INSURANCE, INDEMNIFICATION AND BONDS

Section 21. Insurance.

(a) Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect the Contractor and the Agency from claims: (i) arising from Contractor's operations under the Contract by the Contractor, a subcontractor, or anyone employed by them, or anyone for whose acts any of them may be liable; (ii) under workers' compensation, disability benefits and other similar benefit acts; (iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees; (iv) for damages insured by usual personal injury liability coverage sustained by a person as a result of an offence related to employment of such person by the Contractor, or other persons; (v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (vi) for damages because of bodily injury, death of a person, or property damage arising from ownership, maintenance or use of a motor vehicle; (vii) involving contractual liability insurance applicable to the Contractor's obligations; and (viii) for damage to work in progress.

(b) The insurance required shall be written for not less than limits of liability specified in the Contract documents or required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. Agency, its officers, agents and employees shall be named as additional insureds.

(c) Certificates of insurance executed by the carrier(s) and acceptable to the Agency and copies of the policy shall be filed with the Agency prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Agency. If the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazards, and under the conditions mentioned above, and having the Agency, its officers, agents, volunteers and employees as additional insureds. Copies of the subcontractor's certificates of insurance and policies shall be filed with the Agency.

Section 22. Indemnification.

(a) Contractor shall indemnify and save the Agency, the County of Kern, their board members, officials, officers, agents, volunteers and employees, free and harmless from costs, damages or liability, including attorney fees, arising out of any act or omission to act, including any negligent act or omission to act by Contractor, its officers, agents, subcontractors and employees with respect to the performance of the work or the Contractor's obligations under this Agreement. Contractor'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.

(b) In addition to the foregoing, Contractor shall pay Agency costs, including attorney fees, incurred by the Agency in handling, responding to, or litigating stop notice claims, or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.

Section 23. Payment Bond.

(a) Before beginning the performance of the work, Contractor shall file a payment bond with the Agency for its approval and acceptance. The payment bond shall be in the sum of 100 percent of the contract price.

(b) The payment bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The payment bond shall be separate and distinct from any other bond required by this Agreement.

Section 24. Performance Bond.

(a) Before beginning the performance of the work, Contractor shall file a performance bond with the Agency for its approval and acceptance. The performance bond shall be in the

sum of 100 percent of the contract price. The bond shall be payable by surety or sureties to Agency if Contractor fails to fully perform his obligations hereunder.

(b) The performance bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The performance bond shall be separate and distinct from any other bond required by this Agreement.

PERFORMANCE

Section 25. Time for Completion.

(a) All work under this Agreement shall be completed within 25 working days after the date of the Notice to Proceed (hereafter "Completion Date").

(b) The Agency expects the project to be completed on or before the Completion Date. If the work is not done by the Completion Date, the Agency will suffer damage and will incur substantial additional costs. Some of these damages and costs are and will be impractical and infeasible to determine, and some will be ascertainable. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the Government, acts of another contractor in the performance of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes), or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's liquidated damages or other damages or costs resulting from the failure to complete the work by the Completion Date. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, the Contractor and the Contractor's Surety shall be liable for payment to the Agency of **both** of the following:

(1) Fixed and liquidated damages, which are not a penalty, equal to \$500.00 for each working day of delay beyond the Completion Date; and

(2) Ascertainable costs and damages incurred by the Agency resulting from the failure to complete the work by the Completion Date, including, but not limited to, supervision, engineering, inspection, incidental, and overhead expenses directly related to this Agreement.

(c) Within ten (10) days from the beginning of the event or reason which will prevent the work under this Agreement from being completed by the Completion Date, the Contractor shall notify the Agency in writing of the cause of delay and shall request an extension of the Completion Date.

(d) Upon receipt from the Contractor of a request for extension of the Completion Date, the Agency shall ascertain the facts and extent of the delay. The Agency may extend the Completion Date if the Agency determines, in its sole judgment, the findings justify an extension and such extension is in the best interest of the Agency. Such an extension will increase the Agency's financial obligations and costs insured for supervision, engineering, inspection, incidental, and overhead expenses directly related to the Contract and which accrue as a result of the extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the government, acts of another contractor in the performance

of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes), or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's damages or costs resulting from such extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, then the Contractor and its Surety shall be liable for and shall reimburse Agency for such costs before the final payment.

(e) The Agency may deduct the liquidated damages, and any additional costs and damages for which the Contractor is liable under this Section, from progress payments or from the final payment. The payment of progress payments before and after the Completion Date shall not constitute a waiver of liquidated damages or of additional damages or costs for which the Contractor is liable under this Section. Release of any Bonds shall be contingent upon payment of these amounts.

Section 26. Acts of God.

Contractor is not responsible for the cost of repairing or restoring damage to the work exceeding 5% of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications.

Section 27. Utility Relocation.

(a) As between the parties, Agency is responsible for the timely removal, relocation or protection of existing main or trunk line underground utility facilities located on the job site, if such utilities are not identified by the Agency in the plans and specifications. As to such unidentified utilities, Contractor shall be compensated for: the costs of relocation; repairing damage not due to the failure of Contractor to exercise reasonable care; removing or relocating such utilities not included in the plans and specifications with reasonable accuracy, and equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damage for delay in completion of the project, when the delay is caused by the failure of the Agency or the owner of the utility to remove or relocate the facilities.

(b) The Agency is not required to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the work site can be inferred from other visible facilities, such as buildings, metering junction boxes, on or adjacent to the work site.

(c) Contractor shall immediately notify the Agency and utility in writing if the Contractor discovers utility facilities not identified by the Agency in the contract plans or specifications.

Section 28. Public Convenience.

(a) Contractor's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals, unless other arrangements

are made satisfactory to the owners.

(b) Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

(c) Grading operations, roadway excavation and embankment construction shall provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

(d) The Contractor shall comply with applicable state and local requirements for closure of streets. Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen and watchmen advising the public of detours and construction hazards. Contractor shall comply with additional public safety requirements arising during construction. Contractor shall furnish and install, and upon completion of the work, promptly remove signs and warning devices.

(e) At least forty-eight (48) hours in advance of closing or partial closing or reopening of any street, alley or other public thoroughfare, Contractor shall notify the police, fire, traffic and engineering departments of jurisdictional agencies involved and comply with their requirements.

Section 29. Excavations.

(a) Contractor shall submit for Agency approval, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches five (5) feet or more in depth. The plan shall be at least as effective as that required by the Construction Safety Orders of the California Division of Industrial Safety. If the plan varies from the shoring systems standards established by Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

(b) If the work involves digging trenches or excavations extending deeper than four feet below the surface, the Contractor shall promptly, and before the conditions are disturbed, notify the Agency in writing of any: (1) material the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and required to be removed to a Class I, Class II, or Class III disposal site; (2) subsurface or latent physical conditions at the work site differing from those indicated; or (3) unknown physical conditions at the work site of unusual nature, different material from those ordinarily encountered and generally recognized as inherent in the work of the character provided in the Contract. This Agency shall promptly investigate the conditions. If the Agency finds the conditions are as alleged by the Contractor and conditions cause a change in the Contractor's cost or the time required for performance, the Agency shall issue a change order. If a dispute arises whether the Agency's findings are correct, the Contractor shall proceed with the work. The Contractor shall retain rights by contract or law pertaining to resolution disputes and protests between the parties.

(c) Contractor shall comply with underground service alert regulations.

Section 30. Extra Work.

(a) The Agency may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this Agreement. No extra work shall be performed or change made except in pursuance of a written order from the Agency stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No call for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the Agency, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

(b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

(1) By an acceptable lump sum proposal from the Contractor;

(2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the Agency and the Contractor; or

(3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the engineer upon his request.

(c) When the Agency orders extra work and there is an agreement between the Agency and the Contractor to perform the work, the Agency may approve the method used by the Contractor to accomplish the work. At the request of the Agency, the method to be used shall be memorialized in writing prior to work being performed.

(d) If the Contractor contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive, unless it is fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement such factual material.

Section 31. Clean-Up.

On completion of the work, Contractor shall remove debris and surplus materials from the work site.

Section 32. Materials.

(a) Unless otherwise specified, shown, or permitted by the Agency, materials and equipment incorporated in the work shall be new and current manufacture. The Agency may request the Contractor to furnish manufacturer's certificates to this effect.

(b) Materials furnished and work performed shall be subject to inspection and testing by Agency's authorized agents at Agency's expense. If such inspection and testing reveals non-compliance with the requirements of this Agreement, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.

(c) The inspection of the work shall not relieve the Contractor of the obligations under the Contract. Even though equipment, materials, or work required under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period.

Section 33 Permits and Licenses.

(a) Contractor shall apply for and procure permits and licenses necessary for the work.

(b) Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

(c) Contractor shall pay charges and fees in connection with permits and licenses.

Section 34. Land and Rights-of-Way.

- (a) Agency shall provide land and rights-of-way where the work is constructed.
- (b) Contractor shall procure additional rights-of-way desired by the Contractor to facilitate construction. Contractor shall enter into written agreements with property owners for such purposes and provide Agency with copies of the agreements.
- (c) Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the Agency or unavoidable to accommodate the work.

Section 35. Plans and Working Drawings Submitted by Agency.

- (a) The approved plans shall be supplemented by working drawings necessary to control the work adequately. Such drawings shall be consistent with the contract documents. Such drawings delivered to the Contractor shall be deemed written instructions to the Contractor.
- (b) The Agency will furnish to the Contractor copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of drawings and specifications in good order available to the Agency's representative at the site of the work.
- (c) The plans for the work show conditions supposed or believed by the Engineer to exist. It is not intended or inferred the plans constitute a representation such conditions actually exist. The Agency, its officers, agents and employees shall not be liable for loss sustained by the Contractor as a result of variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work.

Section 36. Shop Drawings Submitted by Contractor.

- (a) Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and illustrating some portion of the work.
- (b) The Contractor shall review, stamp with approval, and submit for review by the Agency's representative shop drawings for material and equipment to be incorporated into the work. Drawings shall be submitted in quadruplicate to the Agency's representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, the names of suppliers, manufacturers and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence to cause no delay in the work.
- (c) Shop drawings shall be complete. If the shop drawings show deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.
- (d) By approving and submitting shop drawings, the Contractor represents material, equipment and other work shown thereon conforms to the plans and specifications except for the deviations set forth in the letter of transmittal.
- (e) Within ten calendar days after receipt of the drawings, the Agency will return two prints of the drawings to the Contractor with comments. If noted by the Agency, the Contractor shall correct the drawings and resubmit in the same manner as the original submittal. The Contractor shall direct attention in the letter of transmittal accompanying resubmitted shop

drawings to revisions other than the corrections requested by the Agency's representatives on previous submittals.

(f) The review by the Agency's representative is for general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the Contract; the proper fitting and reconstruction of the work; the accuracy and completeness of the shop drawings; selecting fabrication processes and techniques of construction; and performing the work in a safe manner.

(g) No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Agency's representative and returned to the Contractor with a notation indicating re-submittal is not required.

Section 37. Supervision by the Contractor.

Before starting the work, the Contractor shall designate, in writing, a representative having authority to act for the Contractor. An alternate representative may be designated. (A joint venture shall designate only one representative and alternate.) The representative or alternate shall be present at the work site when work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the Agency's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

Section 38. Inspection.

(a) The Agency's representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.

(b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the Agency's representative so proper inspection may be provided. Work done in the absence of the Agency's representative is subject to rejection.

(c) No materials shall be installed until approved by the Agency's representative. Installations to be backfilled shall be inspected and approved by the Agency's representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the Agency's representative so proper inspection may be provided.

(d) If the Agency's representative is required to conduct inspections of Contractor's work between the hours of 5 p.m. and 8 a.m., or is required to conduct inspections on Saturdays, Sundays or holidays, then the Agency will incur additional costs for inspection. If the Agency's representative is required to conduct inspections between the hours of 5 p.m. and 8 a.m., or inspections on Saturdays, Sundays or holidays due to the actions or conduct of Contractor, and if the actions or conduct of Contractor are not otherwise authorized or addressed in the specifications or in a change order, the Contractor shall be liable for the Agency's additional inspection costs. The Agency may deduct these additional inspection costs from progress payments or from the final payment.

Section 39. Removal of Defective and Unauthorized Work.

(a) Rejected work shall be removed and replaced by the Contractor in an acceptable

manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the Agency's representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at the Contractor's expense.

(b) Upon failure on the part of the Contractor to comply promptly with an order of the Agency's representative under this section, the Agency's representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due the Contractor.

Section 40. Errors or Discrepancies Noted By Contractor.

(a) If the Contractor finds discrepancy between the specifications and the drawings and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the Agency in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the Agency in writing of such conflict.

(b) On receipt of any such notice, the Agency shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

Section 41. Equipment.

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used and, in no case shall the maker's rating of capacity for equipment be exceeded.

Section 42. Storage of Materials.

Materials for use in the work shall be stored by the Contractor to prevent damage from exposure to the elements, admixture of foreign materials, or from any other cause. The Contractor is responsible for damage to or loss of materials by weather or other causes.

MISCELLANEOUS

Section 43. Guarantees.

Contractor guarantees work from defect in workmanship for the period of one year from the date of acceptance by the Agency and shall repair and replace such work, together with other displaced work, without expense to the Agency, ordinary wear and tear, usual abuse or neglect excepted. Agency may have the defects repaired and made good at the expense of the Contractor if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

Section 44. Risk of Loss Prior to Final Acceptance.

Except as set forth above relating to acts of God, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work.

Section 45. Termination: Contractor at Fault.

(a) The Agency may declare the Contractor in default should the Contractor fail to meet the requirements of the Contract, or be placed in bankruptcy, or should a Receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the Agency will notify the Contractor in writing. On receipt of such written notice, the Contractor shall preserve site construction materials, equipment and plans, and undertake immediate steps to remedy such default.

If the Contractor fails to remedy such default within five (5) calendar days after receipt of such written notice, the Agency may terminate the Contractor's right to proceed with the work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that work affected by any such termination:

- (1) assist the Agency in making an inventory of materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;
- (2) assign to the Agency subcontracts, supply contracts and equipment rental agreements, all as designed by the Agency; and
- (3) remove from the site, all construction materials, equipment and plans listed in said inventory other than such construction materials, equipment and plans which are designated in writing by the Agency to be used by the Agency in completing such work.

(b) The Agency may complete the work to which notice applies by contract or otherwise, and may take possession of the materials, plans, tools, equipment, supplies and property furnished by the Contractor which is designated by the Agency in writing for such purpose.

(c) The expense of completing such work, together with a reasonable charge for administering a contract for such completion, shall be charged to the Contractor. Such expense shall be deducted by the Agency out of such monies as may become due to the Contractor. If this expense exceeds the sum otherwise payable under the Contract, the Contractor and Contractor's sureties shall be liable. Upon written notice from the Agency, the Contractor promptly pays to the Agency, the amount of such excess. The Agency shall not be required to obtain the lowest bids for completing such work, but may make such expenditures as in the Agency's sole judgment will best accomplish such completion.

Section 46. Termination: Contractor Not At Fault.

Agency may terminate the Contract upon ten (10) days' written notice to the Contractor, if Agency finds reasons beyond the control of the parties make it impossible or against the Agency's interest to complete the work. In such a case, the Contractor shall have no claims against the Agency, except for the value of work performed to the date of termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work. The value of work performed and the cost of materials and shipment delivered to the site shall be determined by the

Agency in accordance with the procedure prescribed for the making of a final estimate and payment.

Section 47. Resolution of Certain Claims.

(a) Notwithstanding the foregoing, a demand of \$375,000 or less by the Contractor for a time extension, payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract, or payment of an amount which is disputed by the Agency, shall be processed in accordance with Public Contracts Code, Sections 20104 *et seq.*, relating to informal conferences, non-binding judicially supervised mediation, and judicial arbitration.

(b) A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 *et seq.*, arising out of the Contract.

(c) Within thirty (30) days of the receipt of the claim, the Agency may request additional documentation supporting the claim or relating to defenses or claims the Agency may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

(d) Unless further documentation is requested, the Agency shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000, but less than \$375,000. If further documentation is requested, the Agency shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000, but less than \$375,000, and further documentation is requested by the Agency, the Agency shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

(e) If the Contractor disputes the Agency's response, or the Agency fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Agency within fifteen (15) days after the deadline of the Agency to respond or within fifteen (15) days of the Agency's response, whichever occurs first. The Agency shall schedule the meet and confer conference within thirty (30) days of the request.

(f) If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it be executed as of the day, month and year first above written.

Agency: City of Ridgecrest

Contractor: _____

By: _____
City Manager

By: _____
Authorized Representative of Contractor

Attest: _____
City Clerk

[Print or Type Name & Title]

Approved: _____
Attorney for Owner

Seal if Corporation:

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

SUBJECT:

A Resolution Of The Ridgecrest City Council Announcing Proclamations Prepared For The Month Of April And Schedule Date Of Presentation

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various events and observations. The resolution lists proclamations that have been processed and will be presented on the date and time shown.

1. *Armed Forces Day – May 18, 2012*
2. *Be Kind to Animals Week – May 6-12, 2012*
3. *Youth Week – May 1-7, 2012*
4. *Mental Health Month – May 2012*
5. *Child Care Provider Appreciation Month – May 2012*
6. *National Police Officer Week – May 13-19, 2012*

To Be Presented At City Hall On Thursday, May 2, 2012 At 12:00pm Noon

FISCAL IMPACT: None

None

Reviewed by Finance Director

ACTION REQUESTED:

Approve a resolution authorizing the presentation of proclamations and scheduling the time and date for presentation.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve a resolution authorizing the presentation of proclamations and scheduling the time and date for presentation.

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RESOLUTION NO. 12-xx

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
ANNOUNCING PROCLAMATIONS PREPARED FOR THE
MONTH OF APRIL 2012 AND SCHEDULED DATE OF
PRESENTATION**

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various event and observations. The following proclamations have been processed and will be presented at location, date and time shown below:

Proclamation Titles

1. *Armed Forces Day – May 18, 2012*
2. *Be Kind to Animals Week – May 6-12, 2012*
3. *Youth Week – May 1-7, 2012*
4. *Mental Health Month – May 2012*
5. *Child Care Provider Appreciation Month – May 2012*
6. *National Police Officer Week – May 13-19, 2012*

These Proclamations will be presented on Thursday, May 3, 2012 at Noon in City Hall providing no previous arrangements have been made for alternative presentation schedules

APPROVED AND ADOPTED THIS 2nd day of May 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald H. Carter, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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*A Proclamation of
The City Of Ridgecrest, California*

*ARMED FORCES DAY
MAY 18, 2012*

WHEREAS, the City of Ridgecrest and the Indian Wells Valley have had a long and cooperative relationship with the military services of the United States of America for over 69 years; and

WHEREAS, the military presence at China Lake has contributed greatly to the communities of our area; and

WHEREAS, service personnel from all branches of the military have served and are serving our nation at home and abroad in war and peace; and

WHEREAS, the local military presence has had a distinguished history of contributions and sacrifices for the safety and welfare of our nation.

Now, therefore, be it proclaimed:

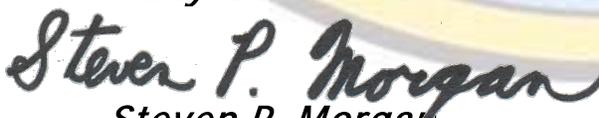
The City Council of the City of Ridgecrest is proud to honor members of our Armed Forces by joining others across our Nation and encourages all in our community to join in recognizing "ARMED FORCES DAY" May 18, 2012 in Ridgecrest

Proclaimed May 2, 2012


Ronald H. Carter, Mayor


Marshall "Chip" Holloway
Mayor Pro Tem


Jerry D. Taylor
Vice Mayor


Steven P. Morgan
Council Member


Jason Patin
Council Member

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*A Proclamation of
The City Of Ridgecrest, California*

BE KIND TO ANIMALS WEEK

WHEREAS, we humans have the responsibility to care for all animals, companion, farm, and other; and

WHEREAS, we sometimes fail to remember our responsibilities in regard to animals; and

WHEREAS, the Indian Wells Valley Humane Society is striving to make our community aware of its responsibility to animals, namely to provide adequate food, water, and shelter, and to spay and neuter our companion animals in order to reduce the severe pet over-population problem; and

WHEREAS, the week beginning May first and ending May seventh has been designated NATIONAL BE KIND TO ANIMALS WEEK.

Now, therefore, be it proclaimed:

The City Council of the City of Ridgecrest does hereby proclaim the week of May 6th through May 12th 2012 as "BE KIND TO ANIMALS WEEK" in the City of Ridgecrest.

Proclaimed May 2, 2012



Ronald H. Carter, Mayor



*Marshall "Chip" Holloway
Mayor Pro Tem*



*Jerry D. Taylor
Vice Mayor*



*Steven P. Morgan
Council Member*



*Jason Patin
Council Member*

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A Proclamation of The City Of Ridgecrest, California

Youth Week May 1-7, 2012

WHEREAS, the Benevolent and Protective Order of Elks has designated May 1-7 as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and nation; and

WHEREAS, BPOE Lodge # 1913 will sponsor an observance during that week in tribute to the Junior Citizens of this Community; and

WHEREAS, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and

WHEREAS, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve America; and

WHEREAS, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship.

Now, therefore, be it proclaimed:

The City Council of the City of Ridgecrest does hereby proclaim the first week in May as Youth Week, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.

Proclaimed May 2, 2012

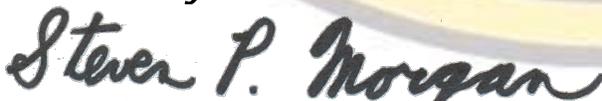

Ronald H. Carter, Mayor



**Marshall "Chip" Holloway
Mayor Pro Tem**



**Jerry D. Taylor
Vice Mayor**



**Steven P. Morgan
Council Member**



**Jason Patin
Council Member**

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*A Proclamation of
The City Of Ridgecrest, California
Mental Health Month 2012*

*WHEREAS, mental health is essential to everyone's overall health and well-being;
and*

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

*WHEREAS, prevention is an effective way to reduce the burden of mental health
conditions; and*

*WHEREAS, there is a strong body of research that supports specific tools that all
Americans can use to better handle challenges, and protect their health and well-being;
and*

WHEREAS, mental health conditions are real and prevalent in our nation; and

*WHEREAS, with effective treatment, those individuals with mental health
conditions can recover and lead full, productive lives; and*

*WHEREAS, each business, school, government agency, healthcare provider,
organization and citizen shares the burden of mental health problems and has a
responsibility to promote mental wellness and support prevention efforts.*

Now, therefore, be it proclaimed:

*The City Council of the City of Ridgecrest does hereby proclaim May 2011 as Mental
Health Month in the City of Ridgecrest and call upon the citizens, government agencies,
public and private institutions, businesses and schools in City of Ridgecrest to recommit
our community to increasing awareness and understanding of mental health, the steps
our citizens can take to protect their mental health, and the need for appropriate and
accessible services for all people with mental health conditions.*

Proclaimed May 2, 2012


Ronald H. Carter, Mayor



Marshall "Chip" Holloway
Mayor Pro Tem



Jerry D. Taylor
Vice Mayor


Steven P. Morgan
Council Member


Jason Patin
Council Member

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***A Proclamation of
The City Of Ridgecrest, California***

Child Care Providers Appreciation Month

WHEREAS, the State of California is currently home to more than 40,000 licensed child care facilities; and

WHEREAS, the City of Ridgecrest is home to numerous licensed child care facilities; and

WHEREAS, licensed child care facilities meet rigorous state safety and health standards; and

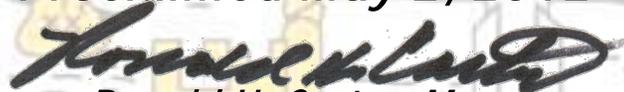
WHEREAS, by providing safe and stimulating environments for children to develop and learn, child care providers have made a lasting impact on our great state, county, and city; and

WHEREAS, child care providers are to be commended for their hard work, professional excellence, and commitment to California's youth; and

Now, therefore, be it proclaimed:

The City Council of the City of Ridgecrest does hereby proclaims the month of May 2012 as "Child Care Providers Appreciation Month" in the City of Ridgecrest in recognition of the valuable service provided by child care homes and facilities

Proclaimed May 2, 2012


Ronald H. Carter, Mayor



***Marshall "Chip" Holloway
Mayor Pro Tem***



***Jerry D. Taylor
Vice Mayor***



***Steven P. Morgan
Council Member***



***Jason Patin
Council Member***

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***A Proclamation of
The City Of Ridgecrest, California***

***RIDGECREST HONORS NATIONAL POLICE WEEK
MAY 13-19, 2012***

WHEREAS, the members of the Ridgecrest Police Department play an essential role in safeguarding the rights and freedoms of the City of Ridgecrest; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people of the community by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Ridgecrest Police Department unceasingly provide a vital public service

Now, therefore, be it proclaimed:

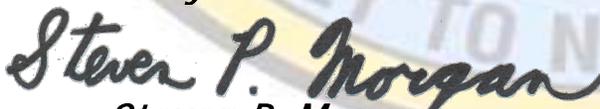
The City Council of the City of Ridgecrest does hereby proclaim May 13th through May 19th, 2012, as "Police Week" in the City of Ridgecrest in honor of the law enforcement officers, past and present, who have rendered a dedicated service to the community, and do further proclaim May 15, 2012, as "Peace Officers' Memorial Day" in honor of those law enforcement officers who through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty.

Proclaimed May 2, 2012


Ronald H. Carter, Mayor


***Marshall "Chip" Holloway
Mayor Pro Tem***


***Jerry D. Taylor
Vice Mayor***


***Steven P. Morgan
Council Member***


***Jason Patin
Council Member***

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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 April 18, 2012

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of April 18, 2012

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

Submitted by: Rachel J. Ford
(Rev. 6-12-09)

Action Date: May 2, 2012

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**MINUTES OF THE REGULAR MEETING OF THE
RIDGECREST CITY COUNCIL
RIDGECREST HOUSING AUTHORITY
RIDGECREST FINANCE AUTHORITY**

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

**April 18, 2012
6:30 p.m.**

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

CALL TO ORDER – 4:00 p.m.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Ronald H. Carter; Mayor Pro Tem Marshall 'Chip' Holloway; Vice Mayor Jerry D. Taylor; Council Member Steven P. Morgan; and Council Member Jason Patin

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

APPROVAL OF AGENDA

Addition of a fourth resolution to item five establishing a fund for the landscaping and lighting district.

Motion To Approve Agenda As Amended Made By Council Member Patin, Second By Council Member Holloway. Motion Carried By Roll Call Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

PUBLIC COMMENT – CLOSED SESSION

- No public comment for closed session presented.

CLOSED SESSION – 5:30 p.m.

GC54956.9(A) Conference With Legal Counsel, Existing Litigation. County Of Kern v. City Of Ridgecrest

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GC54957.6 Labor Negotiations – United Food and Commercial Workers Golden State 8 (UFCW); Police Employee Association of Ridgecrest (PEAR); Management; Mid-Management; Confidential; Part-Time Employees. Agency Negotiator City Manager Kurt Wilson

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORTS

- Closed Session
 - County of Kern v. city of Ridgecrest – no action taken
 - Labor negotiations – no action taken
- Other
 - none

PUBLIC COMMENT

David Bahl

- Concerned about obesity. Ready report to council encouraging city sports program and the custom of parents bringing junk food snacks to games and sharing with youth. Sent letter to Mr. Ponek. Was told no action would be taken. Suggested a policy be put in place. Provided another city policy on the subject.

Stan Rajtora

- Trouble with invoices for multi-family dwelling from waste management. Emailed to City Manager and no resolution as yet. Rental manager has contacted company but not familiar with multi-family residence billing. Asks something be done before next bill is due.
 - Kurt Wilson – clarified that original concerns were addressed and a recent email with other concerns. Believe a resolution has been made and asked to contact Rob at HFH who was present at the meeting.

Dan Brady

- Presented new energy savings Smart Meter tracking program documents from Southern California Edison to council (*Copy available in the City Clerk's office*)
- Program details and launch date including delay list/opt-out; costs; etc.
 - Jerry Taylor – asked clarification of megahertz and recommended updating old cell phones. Also highlighted increase in costs to customers and accuracy of meters. Customers with out of ordinary bills can request a billing audit.
 - Ron Carter – designed to benefit customer but will have to pay extra \$75 up front with additional \$10 monthly for opt-out program. If you don't opt-out then no cost to the customer.

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- Jerry Taylor – Rate program change? Dan Brady responded that at this time no but eventually there may be changes.

Joe Conway

- The \$75 + \$10 per month is a small price to pay for privacy and not to be tracked 24/7. This is insidious.

Ron Porter

- Asked council to do an audit of the wastewater fund since inception.

Jim Fallgetter

- Interested in the SCE program and looking at all ways to save energy. Looking forward to having the information to help conserve energy. When looking at the bill can calculate the energy usage and how to reduce the usage during high use times.

Mike Neel

- Months after declaring fiscal emergency but have not balanced this year's deficit. People wondering what is going on. Highlighted Councilmember Taylor's request for departments to produce a listing of 25% cuts. Asked how community can have confidence in council and staff if the budget has not been balanced. Would like to see the reductions soon. Referred to last year's annual financial report, page 62-63 and wastewater transfer to solid waste enterprise fund to make payment to city's trash hauler to be paid this year. Asked if it has been paid and if not why. Threatened to contact Howard Jarvis. Accused council of illegal action.

CONSENT CALENDAR

1. Adopt Resolution Approving The Annual Report On Development Impact Fee Revenues And Expenditures, And Making Findings As To Unexpended Funds Staheli
2. Proclamations For The Month Of April Ford
3. Approve Draft Minutes Of The Regular City Council Meeting Of March 21, 2012 Ford

Items pulled: item 1 for comment

Motion To Approve Agenda As Amended Made By Council Member Patin, Second By Council Member Taylor. Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; And 0 Absent.

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ITEM 2 DISCUSSION

Jerry Taylor

- Would like to look at the project list as a future agenda item. Funds beginning to build in traffic impact fees. Time council should revisit what impact fees should be used for. Council supports

Stan Rajtora

- List does not include sewer connection fee, offsite facilities charge, & sewer capacity fee.

Tyrell Staheli

- Those fees fall within the wastewater fund, no specific report. not set up the same as these impact funds.

Stan Rajtora

- City ordinance read outlining how these funds are to be treated. Unless ordinance is amended then should abide by the ordinance. Asked who is responsible for enforcing the ordinance.

Steve Morgan

- Will take up with staff

Motion To Approve Item 1 Made By Council Member Taylor, Second By Council Member Morgan. Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; And 0 Absent.

DISCUSSION AND OTHER ACTION ITEMS

4. Grant Progress Update from California Consulting

Juan Garza

Juan Garza gave staff report updating council on the status of grants the consultant is processing on behalf of the City of Ridgecrest.

Jerry Taylor

- Asked about matching funds.
 - Juan Garza – some do require match however the one going out Friday (DRI Grant in the amount of \$250,000) does not have a match requirement. Notifications include what kind of match is required. Consultant is paid on a flat monthly fee and takes no percentage of any awards.

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Jerry Taylor

- With respect to item 2 of the list (fire services) are we being good guys and is there a cost to the city.
 - Kurt Wilson – not sure at this time that we even qualify but will take into consideration Council concerns.

Jerry Taylor

- Do we qualify for the highway improvement grant?
 - Dennis Speer – have been successful in the past for traffic lights and highway safety improvement program.

Jason Patin

- Clarified this list are grants we are either moving forward or reviewing qualifications.
 - Juan Garza – will send full list with current status.

Chip Holloway

- There are grants for skate parks and soccer, are there any for swimming?
 - Juan – there are grants for water parks and facilities/centers and are currently doing the research now. Looking at applications more favorably if the City partners with schools and non-profits. Baseball Tomorrow foundation has grants for infrastructure. Soccer Foundation helps fund programs. These are on the list for Ridgecrest.

Jerry Taylor

- Who are we partnering with for 5013C on the Hearst Foundation
 - Juan Garza – no project developed yet so no 5013C has been identified.

Jerry Taylor

- Recommended the Nexus group thru the Chamber of Commerce.

Ron Carter

- Thanked consultant for staying on top of our needs and working on this project.

Dave Matthews

- Who is this consultant working for? Asked we look for grants for Performing Arts Center.
 - Kurt Wilson – clarified that Mr. Garza is a consultant for California Consulting who City has retained.

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- 5. Adoption Of Resolutions (1) Declaring The City's Intention To Form Landscaping And Lighting District No. 2012-1 Which Calls For The Preparation And Filing Of The Engineer's Report Regarding The Formation Of The District And The Levy Of Assessments; And (2) Accepts And Approves The Engineer's Report; And (3) Initiating Proceedings To Form Landscaping And Lighting District No. 2012-1, To Levy Assessments Commencing In Fiscal Year 2012/2013, To Conduct A Property Owner Protest Ballot Proceeding For The Assessments, And Sets The Time And Place For The Public Hearing** **Speer**

Dennis Speer

- Gave staff report. outlining background and formation of landscaping and lighting district; Prop 218 hearing guidelines. Introduced Jim McGuire of Willdan Financial Services.

Jim McGuire

- Gave overview of engineers report. Ballots to be mailed on Friday and Public Hearing on May 6

Jerry Taylor

- If ballots are not affirmative, what happens.

Jim McGuire

- Measure would fail and could not move forward

Chip Holloway

- What is mechanism to raise the rate?

Jim McGuire

- Maximum of \$265 annual has a 3.5% cost of living increase built in and Council has to approve engineer report annually. This year's cost to city is zero however next year the maintenance fee would be calculated based on assessment.

Jason Patin

- Was this a condition of the project? And why not do this while developer owns the majority of land.

Dennis Speer

- That is actually a condition of the municipal code. Developer still owns a majority of the land.

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Ron Porter

- Not really a vote and has a problem with this. Does not meet the intent. Secondly, creating a practice of creating new districts in planning and the residents will have to pay for it. Historically this was done by property owners with individual control. Additionally did not see the statute identifying why special benefit is beyond all taxpayers. That needs to be answered. Questioned based on case law under provision 13D requires new protest vote before raising and inflationary rules are not allowed, does that apply to this district? Lots of concerns that have not been answered. Mechanism to get rid of it isn't written in, what happens if those purchasing the property don't want it?

Dave Matthews

- This district is just for 67 properties in this tract, if formed did I hear implication that lighting responsibility becomes the City's responsibility?
 - Dennis Speer – administration only, maintenance cost later is included in what we pay SCE.

Dave Matthews

- If a pole breaks, who pays to replace?
 - Dennis Speer - SCE

Jerry Taylor

- Clarified that the Lighting and Landscaping district would pay for their lights so they would not be turned off.

Stan Rajtora

- Understood DR Horton paid for the lights making them LS2 rather than LS1 which is less costly. Why are they now LS1?
 - Dennis Speer – developer did purchase lights and city does not have staff to maintenance so makes sense to make the LS1.

Stan Rajtora

- Recommends study to see if more cost effective to hire someone to maintenance as LS2 rather than put the burden on the property owners. This more than doubles what people will pay in property taxes. Trade to LS2.

Howard Auld

- Confused, what is council doing adopting resolution to form lighting and landscaping district and set a time and place for public hearing. How can you accept and approve an engineering report you haven't seen yet. Makes sense to only adopt the first two resolutions.
 - Dennis Speer – engineering report was attached to council agenda packet.

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Steve Morgan

- Cities have been putting together these districts to keep city costs down. we have been taking money out of general fund rather than do this. This is a way to reduce the cost to general fund. Those living in the development will pay for their lighting and landscaping and SCE will take care of it. We do not have anyone to do the job.
 - a. *Motion To Approve A Resolution Initiating Proceedings For The Formation Of Landscaping And Lighting District No. 2012-1, And Directing The Preparation And Filing Of An Engineer's Report Made By Council Member Morgan, Second By Council Member Holloway . Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.*
 - b. *Motion to Approve A Resolutions Preliminarily Approving The Engineer's Report Regarding The Formation Of Landscaping And Lighting District No. 2012-1; And The Levy And Collection Of Assessments Related Thereto Commencing With Fiscal Year 2012/2013 Made By Council Member Morgan , Second By Council Member Holloway . Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.*
 - c. *Motion To Approve A Resolution Declaring The City Council's Intention To Form Landscaping And Lighting District No. 2012-1 And To Levy Annual Assessments Commencing With Fiscal Year 2012/2013; Accepting And Approving The Engineer's Report; To Conduct A Property Owner Protest Ballot Proceeding On The Matter Of The New Assessments; And Setting A Time And Place For The Public Hearing On These Matters Made By Council Member Morgan , Second By Council Member Holloway . Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.*
 - d. *Motion To Approve A Resolution Of The City Council Of The City Of Ridgecrest Authorizing The Establishment Of A New Fund For The Landscaping And Lighting District No. 2012-01 Made By Council Member Morgan , Second By Council Member Holloway . Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.*

Jerry Taylor

- Commented on the past payments made without a district. Suggested establishing a district for the business park.

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6. Approve A Resolution Of The Ridgecrest City Council for the Real Property Sale Option of a 12 acre + portion of APN 343-014-007, 411 N. San Bernardino Blvd, SunMark Energy, LLC **McRea**

Jim McRea

- Gave staff report.

Jason Patin

- Asked who was paying for surveying
 - Jim McRea – surveying paid by developer, engineering would be done by wastewater and engineering.

Jason Patin

- Property has to be offered to other public agencies, who received the offer and what was the result. And was it offered on the open market
 - Offered to Sierra Sands, Parks & Recreation and offered on the open market with no response.

Chip Holloway

- How do we resolve the logistical difficulties, mechanism of retaining sales tax.
 - Jim McRea – outlined plans
 - Kurt Wilson – familiar with that option and looking into it.

Jason Patin

- Purchase price with payment options, as we go thru option money, do we retain the option money? If they don't exercise the option money?
 - Jim McRea – we would retain it and balance due when the solar field is complete. Option 3 would not occur until they install the solar field. Property purchase is scheduled June 30 and close the purchase when the field is operational. City retains any option funds if not completed.

Jerry Taylor

- Is the duration normal? Seems to be a long time to keep open.

Jason Patin

- On homes options go 3-5 years.
- Jim McRea – referenced last page of the agreement.

Jason Patin

- State regulations and hoops the company will have to jump thru, takes a long time because it is with the State.

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Ron Porter

- What is the value of the city other than money into the coffers? Exemplified parks and recreation study that didn't identify why we did it. If city continues to grow, may cost more to separate the property. Don't see any reason why this project could not be done on private property. Is there a requirement they build the facility and cleanup we have to cover which could cost more than listed for environmental costs. Concerned there is no long term benefit to the city. Lost the property and to get it back have to pay more. What happens after lifespan of the solar project ends? What is advantage to the city?

Dave Matthews

- Referenced San Bernardino blvd. (county line road). Where does county line run, thru the street or on east side? If on east side, there should be a correction to South San Bernardino Blvd.

Steve Morgan

- This property is not usable by City and this industrial use is perfect, especially if it expands. Hopefully we might be able to get something for parks or facilities that might benefit the city when the project is completed.

Jerry Taylor

- Impact Fees and property tax value for the City in addition to short term fees, construction. Proposed for sewer plant to be on base and not at this property

Motion To Approve A Resolution Authorizing The City Manager To Sign Option Agreement With SunMark Energy LLC. In Relation To APN 343-014-07-01-1 Made By Council Member Morgan, Second By Council Member Holloway. Motion Carried By Voice Vote Of 5 Ayes 0; Nays; 0 Abstain; 0 Absent.

DEPARTMENT AND COMMITTEE REPORTS

Infrastructure Committee

Members: Steve Morgan, Jerry Taylor, Craig Porter, James Sanders

Meeting: 2nd Wednesday Of The Month At 5:00 P.M., Council
Conference Room

Next Meeting: May 9, 2012

Jerry Taylor – gave Thursday meeting schedules with next meeting May 10. Last meeting discussed street lights; understands law enforcement issues and wants crime rates for those areas that currently do not have street lights. Compare those areas to those that have lights. Other reports given.

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Quality Of Life

Members: Chip Holloway, Jason Patin, Craig Porter, Carter Pope
Meeting: 1st Thursday Of Every Even Month At 12:00 P.M.; Kerr-
McGee Center
Next Meeting: June 7, 2012

Chip Holloway – announced next meeting

City Organization

Members: Ron Carter, Jerry Taylor, Lois Beres, Christopher LeCornu
Meeting: 1st Tuesday Of The Month At 5:00 P.M.; Council Conference
Room
Next Meeting: May 1, 2012

Jerry Taylor – no agenda for next meeting at this time.

Community Development Committee

Members: Steve Morgan, Jason Patin, Christopher LeCornu, James
Sanders
Meetings: 1st Thursday Of The Month At 5:00 P.M.; Council
Conference Room
Next Meeting: May 3, 2012

Jason Patin – announced next meeting

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

Members: Ron Carter, Chip Holloway, Ron Strand
Meetings: 2nd Monday Of Odd Numbered Months At 4:00 P.M., Kerr-
McGee Center
Next Meeting: May 14, 2012

Ron Carter – announced next meeting

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway, Jason Patin
Meetings: 1st Wednesday Of The Month, 8:00 A.M.
Next Meeting: May 2, 2012 at Location to Be Announced

Chip Holloway – announced next meeting

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OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Steve Morgan – Kern Cog meeting, San Joaquin Valley Council discussed roads initiative, Assemblyman Perrera sponsoring bill and understands it to be forwarded without a percentage so assembly can work on issue and come up with an agreeable percentage. Kern Cog is watching and working with individuals to benefit Ridgecrest. Will be attending the California COG at no cost to City.

Chip Holloway – same information to be discussed at the next Desert Mountain Division on May 4

CITY MANAGER REPORTS

Kurt Wilson

- Strong Cities Campaign update highlighting positive things happening in California Cities and Ridgecrest selected to participate
- Acknowledge public works department and streets cost savings thru alternative methods. Ridgecrest leader in Micro paving and Mr. Speer will host Kern Cog to review the process for them.
- Budget process is arduous, staff working to fulfill obligation. Have received council comments and finance trying to put those things together. Antiquated system does not make process faster. Tentatively schedule May 14-15 budget workshops with council meeting May 16.
- Waste Management updates by Rob Hilton with photos of reuse drive and sharps roundup sponsored by Waste Management. Recycle program is now collecting over 200 tons monthly and challenged community to reach the 300 ton benchmark. Also working with businesses to review and enhance going green. Noted new labeling of bins for recycling. Website updated. Launched recycle bank and Ridgecrest has the highest initial participation rate. Other programs available are additional recycle container for free and can step down to smaller garbage bin and save up to 20% on bill. Free bulky items pickup 3 times annually by calling 48 or more hours before regular pickup. Quarterly newsletter. Reviewed issues including transfer of recyclables to Pearson's rather than transporting to Lancaster. Other issue is billing of Multi-family accounts which is being corrected. Green Waste drop off at Corp Yard.

MAYOR AND COUNCIL COMMENTS

Jason Patin – attended funeral for Dorothy Brown. Request staff bring back budget cut item concerning unrepresented employees of the City. we asked unrepresented employees to contribute their portion of benefits and social security, problem having with that is was premature and want council to reconsider/reinstate until negotiate with rest of employees and not affect them just because we can. Think it was a mistake by council in my opinion; we have ability to correct and give council the opportunity to reconsider what I believe to be a mistake.

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Jerry Taylor – relative to Mr. Patin's comments, understand the concerns and look forward to discussion and want to add lack of furlough's relative to department heads. In terms of fairness, good to have that same discussion. Tried to add to this agenda but was too late. Relative to citizen's comment about budget 25% listing. A date has been fixed. Individuals want us to spend money relative to IT and frustrating that due to antiquated equipment we are not having that discussion earlier. Am looking forward to budget but want the lowest 25% identified in each budget. Need to understand what level of budget council wants the city manager to build to. If assume no measure 'L' or RDA then must consider \$2 million less than today. Requested council members individually email city manager with their expectations. Assuming worst case as budget is today. Formally ask for understanding of crime statistics in terms of street lights. Want to understand impact relative to turning lights off. Can be presented to council in open session or one-on-one with me.

Steve Morgan – sympathies go out to relatives of Dorothy Brown. Even if we walked away disagreeing about the solutions, we had open discussions and walked away as friends. Saddened by passing of Dick Clark at the age of 82. Health Fair this Saturday at Cerro Coso community college with sponsored blood draws. Not sure of cost or what they are testing. Other groups are participating including Lion's club doing glaucoma testing. Respectfully disagree with Mr. Patin regarding the action taken toward unrepresented employees. Showed we were serious and have now gotten the point across to unions. If going to open the discussion then have to add police not being on furlough. Caution about opening the discussion. Idea of what audit to wastewater fund would cost or if could be done in house is beneficial. Look at chapter 12 and let's get it fixed if we have made a mistake. Continued salvos by we do not like measure 'L' group is not accurately represented. City has been in deficit spending mode and with staff efforts is not as bad as initially represented. Assured staff that we understand we are putting pressure on you and you are doing the best you can understaffed. With regard to the budget the sooner the better. Congratulated Mr. Fallgetter for his appointment to the oversight committee for redevelopment. Have a quorum and looking forward on projects.

Chip Holloway – thanked Supervisor McQuiston. There was a push to keep a county member on the committee and we were successful in preventing that from happening. Also attended Dorothy's funeral and family was appreciative. Agree to disagree and don't walk away mad. Budget issue I would like to see is get down to if Measure 'L' passes we could do the extra things we always intended to do with the funds, not make up the ground. Make the tough cuts now and lower services. Related meeting with Mr. Coleman showing our averages lower than other cities, always been behind the eight ball. Want to get a budget to the point that if it doesn't pass we can't do the luxuries but don't have to cut more. Computer issue has been a long-standing issue. How much extra time does staff spends doing the budget, can we quantify the process costs. Referencing the issue of obesity, different parents bring snacks at different levels. Understand both sides and that program is run by volunteers. League of California

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cities is pushing the healthy cities program and will bring forward after staff gets caught up and budget is finished. Understand community perception, but is false that no one is working on the budget. In past solved the budget problem with small changes, now past that point and the solutions will come from people. Public discourse is not valuable from either side. Personnel issues involved. Staff and Council have been working on this all along.

Ron Carter – on obesity issue with parks and recreation youth, as educator it is difficult to regulate parents. As a coach I controlled what was brought in and what was not. Legislating doesn't work with parents; will have to be the coach. Policy won't change anything but work with the coach's will. On budget, when we work with budget to make cuts, some people saying we're moving too slow were saying we're going too fast. Staff is working hard and we are moving as fast as we can but there are so many things to go into the budget and a lot of potential things happening that could help us. Asking people to take this seriously and thanked staff for all they were doing. Better tools and equipment would make it easier. Dorothy Browns passing is very sad, got to know her and her family very well. She came to meetings, emailed and communicated with us and now have lost that voice. Being a good citizen means you have to participate. We didn't always agree with each other but had a good rapport.

ADJOURNMENT in memory of Dorothy Brown at 8:35pm

Rachel J. Ford, CMC
City Clerk

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CITY COUNCIL/ REDEVELOPMENT SUCCESSOR AGENCY/ FINANCING
AUTHORITY AGENDA ITEM

SUBJECT:

Resolution 12-Xx, A Resolution Of The Ridgecrest City Council for Real Property donation to the City and establishing its value and acceptance. Three properties APN 081-293-07; APN 081-343-43; and APN 081-343-44.

PRESENTED BY:

James E. McRea

SUMMARY:

The Resolution authorizes the City Manager to accept the donation of real property and confirm the fair market value of the donation. The property is being offered through the Law Offices of Minor & Keene on behalf of the beneficiaries. They are vacant parcels; APN 081-293-07, Lot 247 of Tract 1593 is located on Boston Ave. east of Mahan; APN 081-343-43; and APN 081-343-44, Lots 392, 393, & 394 of Tract 1600 are three lots located at the intersection of Bowman Road and Guam. Land Appraisal Reports dated 1/19/12 are \$10,000, \$1,500, and \$2,000 respectively. The market value of the donations therefore exceeds \$13,500.

Pursuant to Administrative Policy 05-02; Resolution 12-Xx is recommended for adoption accepting donation of real property in the amount \$13,500.

FISCAL IMPACT:

Real Property Assets

Reviewed by Finance Director

ACTION REQUESTED:

Motion to approve Resolution 12-Xx

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Review and Comment

Submitted by: James McRea

Action Date: 5-02-12

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RESOLUTION NO. 12-Xx

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY**

WHEREAS, AN OFFER OF DONATION FOR REAL PROPERTY was extended to the City of Ridgecrest; and

WHEREAS, Attachment No. "1" describing three lots of record; APN 081-293-07; APN 081-343-43; and APN 081-343-44 also known as lots 247 of Tract 1593, Lots 392 & 393, and 394 of Tract 1600.

NOW THEREFORE, BE IT RESOLVED that the subject properties are hereby accepted by the undersigned officer on behalf of the City of Ridgecrest and it consents to recordation thereof by its duly authorized officer. The reasonable market value donation is in excess of \$ 13,500.

APPROVED AND ADOPTED on this 2nd day of May, 2012 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

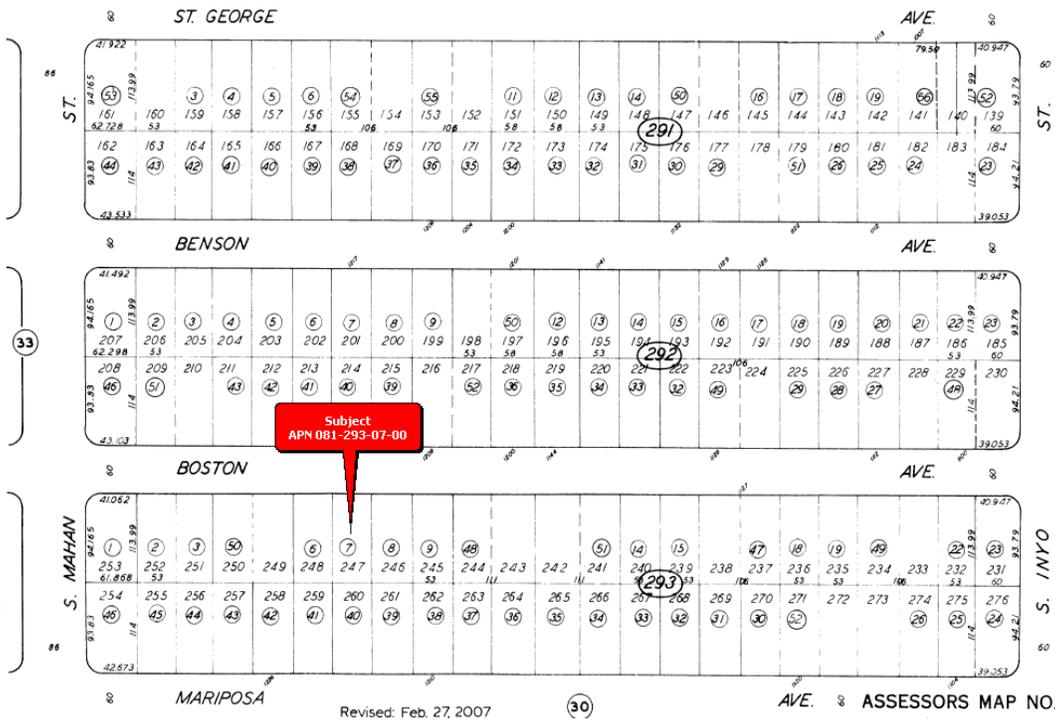
Ronald H. Carter, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

Discussion Of Council Actions Regarding CalPERS Contributions For Unrepresented Employees

PRESENTED BY:

Jason Patin

SUMMARY:

At the request of council member Patin, this item is brought to Council for discussion of the feasibility of temporarily rescinding previous Council action requiring employee members of all Unrepresented groups to begin paying the Employee Contribution portion of the California Public Employee Retirement System (CalPERS) contract.

Primary discussion point is to temporarily rescind this action until such time as the balance of employees in represented unions can be considered for a similar action.

FISCAL IMPACT:

Undetermined

Reviewed by Finance Director

ACTION REQUESTED:

Discussion and possible action by Minute Motion

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Discussion and possible action by Minute Motion

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

SUBJECT:

Discussion Of Furloughs For Employees Not Currently On Furlough Status

PRESENTED BY:

Jerry Taylor

SUMMARY:

At the request of Council Member Jerry Taylor, this item is brought to Council for Discussion of the feasibility of placing certain employees including but not limited to Department Head/Management employees on furlough status.

FISCAL IMPACT:

Undetermined

Reviewed by Finance Director

ACTION REQUESTED:

Discussion and possible action by minute motion.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Discussion and possible action by minute motion

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

SUBJECT:

Discussion Of Council Priorities With Regard To The Draft Budget

PRESENTED BY:

Kurt Wilson – City Manager

SUMMARY:

At the request of Council, this item is brought before Council to discuss Council expectations and priorities with regard to the City of Ridgecrest draft budget.

Staff is in the final stages of preparing a draft budget for Council consideration and is currently on track for an early presentation at workshops tentatively scheduled for mid May. The discussion related to this agenda item will not include detailed data from staff related to the proposed budget. Staff will make the draft available to the public at the earliest opportunity.

Staff and Public will hear Council Members concerns and incorporate these issues into the draft budget being prepared for Council workshop discussions scheduled for May 14 – 15, 2012

FISCAL IMPACT:

Undetermined

Reviewed by Finance Director

ACTION REQUESTED:

Discussion item with possible staff direction.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Council identify budgetary priorities for staff to incorporate into the draft budget.

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