



CITY COUNCIL SPECIAL MEETING

TUESDAY, APRIL 16, 2024 at 5:30 PM

CITY COUNCIL CHAMBER – 128 SOUTH 5TH STREET, FOWLER, CA 93625

AGENDA

In compliance with the Americans with Disabilities Act, if you need assistance or accommodations to access the City Council Chambers or participate in this meeting, please contact the Clerk at (559) 834-3113 x102. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you may attend in person, you may appear by telephone as described below, or you may submit written comments via email to avasquez@ci.fowler.ca.us. Please include your name and reference the agenda item you are commenting on, if any. Written comments received that do not specify an agenda item will be marked for the general public comment portion of the agenda. Emails received by 8:00 am on the date of the meeting will be provided to the City Council at the meeting and made part of the record of proceedings but will not be read aloud.

En cumplimiento con la Acta de Americanos con Discapacidades si necesita asistencia o adaptaciones para acceder a las Cámaras del Concejo de la Ciudad o participar en esta reunión, comuníquese con el secretario de la ciudad al (559) 834-3113 x102. También puede ponerse en contacto con el secretario si necesita servicios de traducción. La notificación al menos 48 horas antes de la reunión permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad.

<https://us06web.zoom.us/j/84777373572?pwd=2pgjN2p1witB9b-od0a-Leg4hWQK8w.PFpRyFGh-t0zFYfb>

Telephone Number: (253) 215-8782
Meeting ID: 847 7737 3572
Passcode: 707935

Persons accessing the meeting will have an opportunity to provide comments at appropriate times during the meeting. To speak during a public comment period, press *9 on your phone to raise your hand or click “raise hand” in the webinar. At the appropriate time, you will be prompted to unmute yourself, and asked to identify yourself when providing public comment.

Any writing or document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at <https://fowlerciv.org>.

Resolutions and Ordinances - With respect to the approval of resolutions and ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **INVOCATION BY PASTOR WALLY ROBERTS OF ROSE OF SHARON CHURCH**
5. **PLEDGE OF ALLEGIANCE**
6. **PUBLIC COMMENT**

This portion of the meeting is reserved for persons desiring to address the Council on any matter not described on this agenda. Presentations are limited to 3 minutes per person and no more than 15 minutes per topic.

7. **CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and include a recommended action from Staff and shall be acted on by one motion of the Council. If a Councilmember requests additional information or would like to pull an item for discussion, that item shall be pulled from the Consent Calendar and acted upon separately. A Councilmember may register an action on an individual item without pulling the item from the Consent Calendar. A motion to approve the Consent Calendar is deemed to include a motion to waive the full reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those which received a unanimous vote of the Councilmembers present at introduction shall be eligible for placement on the Consent Calendar.

- A. RATIFY Warrants for April 16, 2024
- B. APPROVE Minutes of the March 19, 2024 City Council Meeting
- C. Actions pertaining to the Fiscal Year 2023-24 third quarter budget report and budget amendments:
 - i. ACCEPT the Fiscal Year 2023-24 third quarter budget report
 - ii. APPROVE Resolution No. 2715 Fiscal Year 2023-24 budget amendments
- D. RECEIVE AND FILE the City of Fowler Cash and Investment Report for the Third Quarter ending March 31, 2024
- E. ADOPT Resolution No. 2716 to approve Crosswalk Standards

F. Actions pertaining to professional services agreements with Provost & Pritchard Consulting Group:

i. APPROVE a first amendment to the on-call planning services agreement in the amount of \$200,000 and extending the term through June 30, 2025

ii. APPROVE a third amendment to the on-call engineering services agreement in the amount of \$220,000

G. RECEIVE AND FILE a Letter Addendum for 2023 Water Rate Study Report

8. CONTESTED CONSENT CALENDAR

Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.

9. GENERAL ADMINISTRATION

Planning

9A. PROVIDE STAFF DIRECTION to initiate a General Plan Amendment pertaining to the Economic Development Focus Area

9B. PROVIDE STAFF DIRECTION on Community Development Block Grant program income funding priorities

Police Department

9C. APPROVE an agreement in an amount not to exceed \$855,545.00 with the Vanir Company to provide construction management and project management for the David T. Cardenas Senior Center and Police Headquarters; authorize the City Manager to negotiate and execute the agreement

Public Works

9D. APPROVE an Agreement for the Water Tower Rehabilitation Phase 2 Project in the amount of \$199,836.00 to Cal Inc. and authorize the City Manager to execute the Agreement

10. STAFF COMMUNICATIONS

10A. Police Department Update

10B. Quarterly update from Fresno County Fire Protection District

11. COUNCILMEMBER REPORTS AND COMMENTS

12. CLOSED SESSION

Government Code Section 54956.8

Conference with Real Property Negotiator

Property: APN 348-041-40T

Agency Negotiator: Thomas W. Gaffery IV, Assistant City Manager

Negotiating Party: Saleh Ahmed Saleh

Under Negotiation: Price and terms of potential license agreement

Government Code Section 54956.9(d)(4)

Conference with legal counsel - Anticipated litigation

Deciding whether to initiate litigation

One potential case

13. RECONVENE INTO OPEN SESSION AND REPORT ACTION

14. ADJOURN

Next Ordinance No. 2024-02

Next Resolution No. 2717

CERTIFICATION: I, Angela Vasquez, City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, April 12, 2024.

*Angela Vasquez, CPMC
City Clerk*

CITY OF FOWLER
 WARRANTS LIST
 April 16, 2024

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	42654-42767	March 20 thru April 10	\$ 301,592.84
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 301,592.84</u>
 <u>PAYROLL COSTS</u>			
Second March Bi-Monthly Payroll		March 31, 2024	\$ 112,797.95
TOTAL PAYROLL COSTS			<u>\$ 112,797.95</u>
TOTAL CASH DISBURSEMENTS			<u><u>\$ 414,390.79</u></u>

NOTE:
 Check #42672 Void Check
 Check #42747 Void Check

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42654	03/20/24	13597	ADVENTIST HEALTH	6120	5310	LAB WORK-PD	0.00	100.00
1001	42655	03/20/24	10007	ALERT-O-LITE, INC	6260	5130	UNIFORMS-PARKS	0.00	59.25
1001	42656	03/20/24	14519	AMAZON CAPITAL SERV	6700	5110	TABLES CHAIR-SNR CT	0.00	872.77
1001	42657	03/20/24	10549	AT&T MOBILITY	6170	5160	AT&T 03/05-04/04	0.00	1,427.17
1001	42659	03/20/24	14356	COMCAST	6170	5160	COMCAST PD FEB24	0.00	123.00
1001	42660	03/20/24	10074	CSJVRMA	6700	5087	WC 23-24 4TH QTR	0.00	544.59
1001	42660	03/20/24	10074	CSJVRMA	6130	5087	WC 23-24 4TH QTR	0.00	544.59
1001	42660	03/20/24	10074	CSJVRMA	6400	5087	WC 23-24 4TH QTR	0.00	1,089.18
1001	42660	03/20/24	10074	CSJVRMA	6150	5087	WC 23-24 4TH QTR	0.00	1,633.77
1001	42660	03/20/24	10074	CSJVRMA	6025	5087	WC 23-24 4TH QTR	0.00	1,633.77
1001	42660	03/20/24	10074	CSJVRMA	6030	5087	WC 23-24 4TH QTR	0.00	2,178.36
1001	42660	03/20/24	10074	CSJVRMA	6200	5087	WC 23-24 4TH QTR	0.00	3,267.54
1001	42660	03/20/24	10074	CSJVRMA	6160	5087	WC 23-24 4TH QTR	0.00	3,812.13
1001	42660	03/20/24	10074	CSJVRMA	6260	5087	WC 23-24 4TH QTR	0.00	4,901.31
1001	42660	03/20/24	10074	CSJVRMA	6020	5087	WC 23-24 4TH QTR	0.00	5,445.90
1001	42660	03/20/24	10074	CSJVRMA	6120	5087	WC 23-24 4TH QTR	0.00	17,426.88
1001	42660	03/20/24	10074	CSJVRMA	6080	5240	LIAB 23-24 4TH QTR	0.00	24,716.97
TOTAL CHECK									67,194.99
1001	42661	03/20/24	10108	FIVE CITIES EDA - E	6020	5250	Q3 APR-MAR24	0.00	778.62
1001	42662	03/20/24	10114	FOWLER BUTANE SERVI	6200	5200	PROPANE-ST	0.00	22.57
1001	42663	03/20/24	10104	FPOA	100	2045	EMP DED 3/15/24	0.00	250.00
1001	42664	03/20/24	10475	FRESNO COUNTY GRAPH	6160	5100	PRINTING JAN24	0.00	378.73
1001	42665	03/20/24	12466	FRESNO EOC	6700	5105	SENIOR LUNC 2/24	0.00	1,451.02
1001	42666	03/20/24	14998	GARTON TRACTOR	6200	5200	EQUIP REPAIR-ST	0.00	398.33
1001	42667	03/20/24	10145	HINDERLITER, DELLAM	6030	5220	AUDIT SVC TAX Q3 23	0.00	33.64
1001	42667	03/20/24	10145	HINDERLITER, DELLAM	6030	5220	JAN-MAR24	0.00	300.00
1001	42667	03/20/24	10145	HINDERLITER, DELLAM	6030	5220	CONT SVC JAN-MAR24	0.00	975.00
TOTAL CHECK									1,308.64
1001	42668	03/20/24	11018	HOME DEPOT CREDIT S	6200	5195	SUPPLIES-ST	0.00	44.02
1001	42670	03/20/24	14843	O'REILLY AUTO PARTS	6200	5205	2004 F350-PW	0.00	18.34
1001	42670	03/20/24	14843	O'REILLY AUTO PARTS	6200	5205	AUTO-PW	0.00	136.21
TOTAL CHECK									154.55
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	5TH/FRESNO 3/12/24	0.00	9.60
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	MERCED/7TH 3/12/24	0.00	9.86
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	MERCED/6TH 3/12/24	0.00	9.86
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	1291 W SOUTH 3/12/24	0.00	9.87
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	5TH/FRESNO 3/12/24	0.00	15.49

SUPERION
DATE: 04/10/2024
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CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
ACCOUNTING PERIOD: 10/24

FUND - 100 - GENERAL FUND

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1001	42671	03/20/24	10237	P G & E - SACRAMENT	6080	5170	MAIN/5TH 3/12/24	0.00	24.64
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6260	5170	9TH/MERCED 3/12/24	0.00	99.20
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	420 E MERCED 3/12/2	0.00	101.62
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	2831 E MANN 3/12/24	0.00	107.02
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6700	5170	420 E MERCED 3/12/2	0.00	110.00
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	GLDNST B 3/12/24	0.00	112.02
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	212 E MERCED 3/12/2	0.00	134.75
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6080	5170	128 S 5TH 3/12/24	0.00	145.04
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	4218 GLDNSTAT 3/12/	0.00	147.42
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	7TH/TULARE 3/12/24	0.00	150.35
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6080	5170	128 S 5TH 3/12/24	0.00	161.58
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6260	5170	500 E MERCED 3/12/2	0.00	332.91
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6700	5170	420 E MERCED 3/12/2	0.00	683.74
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	LOAN PROG 3/12/24	0.00	941.28
1001	42671	03/20/24	10237	P G & E - SACRAMENT	6200	5170	5TH/FRESNO 3/12/24	0.00	991.30
TOTAL CHECK								0.00	4,297.55
1001	42672	03/20/24	14433	PRICE PAIGE & COMPA	6030	5220	AUDIT 22-23	0.00	5,433.00
1001	42672	03/20/24	14433	PRICE PAIGE & COMPA	6030	5220	AUDIT 22-23	0.00	-5,433.00
TOTAL CHECK								0.00	0.00
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5220	CUP 23-31	0.00	63.38
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5220	GP ECON DEV AREA	0.00	109.40
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6200	5510	ENCROACH SVC JAN24	0.00	111.10
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5220	ENG SPR 23-34	0.00	359.10
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5510	ENG CLAYTON SUB DIV	0.00	591.50
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5220	SPR 23-40	0.00	724.70
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5220	ENG CUP 23-31	0.00	897.60
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5220	ENG TM 22-0047	0.00	1,074.70
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5220	CUP 24-03	0.00	1,172.00
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5220	ENG SPR 23-40	0.00	1,508.10
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6200	5510	ENCROACH SVC DEC23	0.00	1,676.10
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	6150	5220	TM 22-0047	0.00	1,857.60
TOTAL CHECK								0.00	10,145.28
1001	42674	03/20/24	14997	REXEL	6200	5195	SUPPLIES-ST	0.00	153.50
1001	42675	03/20/24	14358	SPARKLETTS	6120	5121	WTR SVC JAN24	0.00	173.97
1001	42675	03/20/24	14358	SPARKLETTS	6020	5121	WTR SVC JAN24	0.00	173.99
TOTAL CHECK								0.00	347.96
1001	42676	03/20/24	10763	SUNBELT RENTALS	6260	5182	PARK RENTAL EQUIP	0.00	754.55
1001	42677	03/20/24	14996	SUNRUN INSTALLATION	100	2058	BUILD PERMIT REFUND	0.00	3.43
1001	42677	03/20/24	14996	SUNRUN INSTALLATION	100	3103	BUILD PERMIT REFUND	0.00	325.00
TOTAL CHECK								0.00	328.43
1001	42678	03/20/24	14995	TDG ENGINEERING INC	100	2057	BUS LICENSE REFUND	0.00	4.00
1001	42678	03/20/24	14995	TDG ENGINEERING INC	100	3103	BUS LICENSE REFUND	0.00	40.00
TOTAL CHECK								0.00	44.00
1001	42679	03/20/24	13543	UNIFIRST CORPORATIO	6120	5185	MATS/MOPS-PD	0.00	7.19

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42679	03/20/24	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL-SNR CTR	0.00	63.16
1001	42679	03/20/24	13543	UNIFIRST CORPORATIO	6020	5185	MATS/MOPS-ADMIN	0.00	76.50
1001	42679	03/20/24	13543	UNIFIRST CORPORATIO	6200	5185	UNIFORMS-PW	0.00	89.56
TOTAL CHECK									236.41
1001	42684	03/27/24	14768	ALVES ELECTRIC	6020	5190	LIGHTS-CHAMBERS	0.00	1,350.00
1001	42685	03/27/24	14519	AMAZON CAPITAL SERV	6150	5100	OFF SUPP-PLANNING	0.00	16.88
1001	42685	03/27/24	14519	AMAZON CAPITAL SERV	6010	5110	OFF SUPP-CITY COUNC	0.00	38.27
1001	42685	03/27/24	14519	AMAZON CAPITAL SERV	6150	5100	OFF SUPP-PLANNING	0.00	146.08
1001	42685	03/27/24	14519	AMAZON CAPITAL SERV	6700	5110	TABLE CHAIRS-SNR CT	0.00	872.77
1001	42685	03/27/24	14519	AMAZON CAPITAL SERV	6400	5110	REC SNOW MACHINE	0.00	2,559.39
TOTAL CHECK									3,633.39
1001	42687	03/27/24	14330	B&P PEST PROS	6020	5185	PEST CONTROL 3/20/2	0.00	90.00
1001	42687	03/27/24	14330	B&P PEST PROS	6130	5185	PEST CONTROL 3/20/2	0.00	95.00
1001	42687	03/27/24	14330	B&P PEST PROS	6700	5185	PEST CONTROL 3/20/2	0.00	95.00
TOTAL CHECK									280.00
1001	42688	03/27/24	11291	THE BUSINESS JOURNA	6150	5150	PHN UPDATE VAR FEES	0.00	715.00
1001	42689	03/27/24	14998	GARTON TRACTOR	6200	5200	EQUIP REPAIR-ST	0.00	514.18
1001	42691	03/27/24	14749	HOFFMAN SECURITY	6020	5220	MONTHLY SVC APRIL24	0.00	125.00
1001	42692	03/27/24	14111	KIMBALL MIDWEST	6260	5200	SUPPLIES-PARKS	0.00	-399.83
1001	42692	03/27/24	14111	KIMBALL MIDWEST	6260	5200	SUPPLIES-PARKS	0.00	425.26
1001	42692	03/27/24	14111	KIMBALL MIDWEST	6260	5200	SUPPLIES-PARKS	0.00	1,866.61
TOTAL CHECK									1,892.04
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	22.50
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	395.83
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	562.50
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	563.39
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	607.50
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	1,264.30
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	1,348.00
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	1,507.50
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	1,867.91
1001	42693	03/27/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES FEB2	0.00	1,980.00
TOTAL CHECK									10,119.43
1001	42694	03/27/24	10215	NELSON HARDWARE & G	6200	5195	SUPPLIES-ST	0.00	30.47
1001	42694	03/27/24	10215	NELSON HARDWARE & G	6200	5195	SUPPLIES-ST	0.00	32.53
TOTAL CHECK									63.00
1001	42695	03/27/24	10885	NELSONS POWER CENTE	6260	5200	SUPPLIES-PARKS	0.00	77.29
1001	42696	03/27/24	14843	O'REILLY AUTO PARTS	6260	5205	2007 F150 REPAIR	0.00	37.60
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	SUMER&MOGNOLA 3/15/	0.00	6.66
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS1-F HWY LT 3/15/2	0.00	11.47

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 4
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS1-E HWY LT 3/15/2	0.00	13.09
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	SUMNER/HW99 3/15/24	0.00	13.34
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	TSFR 3LTS 3/15/24	0.00	14.27
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	WALTER/FRES 3/15/24	0.00	16.08
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	8TH/VINE 3/15/24	0.00	17.60
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS1-A HWY LT 3/15/2	0.00	21.05
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	ADAMS/DEEAN 3/15/24	0.00	21.87
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	TR5090 3/15/24	0.00	32.01
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	TEMP/PARL 3/15/24	0.00	46.66
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS2-A HWY LT 3/15/2	0.00	46.66
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS1-F HWY LT 3/15/2	0.00	49.39
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	TRACT 5834 3/15/24	0.00	67.36
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS2-A HWY LT 3/15/2	0.00	69.29
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	TR5041 3/15/24	0.00	121.64
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	T5088 3/15/24	0.00	151.16
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	GLDST/VLY DR 3/15/2	0.00	220.44
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	ADAMS/TEMP 3/15/24	0.00	221.93
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	SOUTH & SUNNY 3/15/	0.00	232.68
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	CLAYTON/ARMST 3/15/	0.00	277.51
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS1-C HWY 3/15/24	0.00	345.20
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS1-F HWY LT 3/15/2	0.00	418.80
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS1-A 3/15/24	0.00	817.76
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS2-A HWY LT 3/15/2	0.00	1,054.54
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS1-E WHY LT 3/15/2	0.00	1,130.80
1001	42697	03/27/24	10237	P G & E - SACRAMENT	6200	5170	LS2-A HWY LT 3/15/2	0.00	1,629.61
TOTAL	CHECK							0.00	7,068.87
1001	42700	03/27/24	14433	PRICE PAIGE & COMPA	6020	5220	PROF SVC 23-24	0.00	780.00
1001	42700	03/27/24	14433	PRICE PAIGE & COMPA	6030	5220	AUDIT 22-23	0.00	4,653.00
TOTAL	CHECK							0.00	5,433.00
1001	42703	03/27/24	15004	RODENT PATROL AG SE	6260	5203	PEST CONTROL-PARK	0.00	980.00
1001	42705	03/27/24	10763	SUNBELT RENTALS	6200	5182	MANLIFT RENTAL-ST	0.00	1,883.84
1001	42706	03/27/24	14535	THOMAS GAFFERY	6150	5300	LEAGUE MTG-GAFFERY	0.00	262.64
1001	42708	03/27/24	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL-SNR CTR	0.00	70.64
1001	42708	03/27/24	13543	UNIFIRST CORPORATIO	6200	5185	UNIFORMS-PW	0.00	111.02
TOTAL	CHECK							0.00	181.66
1001	42709	03/27/24	14290	XEROX FINANCIAL SER	6170	5180	LEASE MAR24	0.00	1,515.43
1001	42710	04/03/24	14992	ALTA LANGUAGE SERVI	6120	5300	LANGUAGE TESTING-PD	0.00	187.00
1001	42714	04/03/24	10064	COLONIAL LIFE INSUR	100	2042	EMP DED MAR24	0.00	47.42
1001	42715	04/03/24	12654	COMCAST	6170	5160	COMCAST BUSINESS-PD	0.00	677.83
1001	42716	04/03/24	14512	CSG CONSULTANTS	6160	5220	PLAN CHECK FEB24	0.00	12,128.62
1001	42717	04/03/24	10084	DEPARTMENT OF JUSTI	6120	5220	BLOOD ALC ANALYSIS-	0.00	70.00

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 5
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	-18.39
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	4.97
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	6.48
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	9.73
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	15.14
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	20.11
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	20.54
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	21.63
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	24.88
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	25.77
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	30.29
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	74.00
1001	42718	04/03/24	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES-PARKS	0.00	99.48
TOTAL CHECK								0.00	334.63
1001	42719	04/03/24	14252	FOWLER ACE HARDWARE	6700	5121	SNR CTR JAN24	0.00	0.10
1001	42719	04/03/24	14252	FOWLER ACE HARDWARE	6700	5121	SNR CTR FEB24	0.00	0.10
1001	42719	04/03/24	14252	FOWLER ACE HARDWARE	6700	5121	SNR CTR MAR23	0.00	0.10
1001	42719	04/03/24	14252	FOWLER ACE HARDWARE	6700	5121	SNR CTR JAN23	0.00	1.52
1001	42719	04/03/24	14252	FOWLER ACE HARDWARE	6700	5121	SNR CTR FEB23	0.00	1.52
1001	42719	04/03/24	14252	FOWLER ACE HARDWARE	6700	5121	SNR CTR AUG23	0.00	1.71
1001	42719	04/03/24	14252	FOWLER ACE HARDWARE	6700	5121	SNR CTR MAY23	0.00	1.74
1001	42719	04/03/24	14252	FOWLER ACE HARDWARE	6700	5121	SNR CTR MAR23	0.00	1.78
TOTAL CHECK								0.00	8.57
1001	42720	04/03/24	10104	FPOA	100	2045	EMP DED 3/31/24	0.00	250.00
1001	42721	04/03/24	10141	H & H TIRE SERVICES	6120	5205	1 TIRE MOUNT/BAL#35	0.00	40.00
1001	42721	04/03/24	10141	H & H TIRE SERVICES	6120	5205	2 FLAT REPAIR #45	0.00	50.00
1001	42721	04/03/24	10141	H & H TIRE SERVICES	6120	5205	4 TIRES MOUNT/BAL #	0.00	120.00
TOTAL CHECK								0.00	210.00
1001	42722	04/03/24	14749	HOFFMAN SECURITY	6700	5160	SECURITY SVC PAR24	0.00	55.00
1001	42722	04/03/24	14749	HOFFMAN SECURITY	6700	5160	SECURITY SVC APR24	0.00	275.00
TOTAL CHECK								0.00	330.00
1001	42723	04/03/24	14238	INFOSEND, INC	6400	5110	SPRING FLYER 24	0.00	38.39
1001	42724	04/03/24	14428	NAVIA BENEFIT SOLUT	6020	5220	COBRA-MAR24	0.00	200.00
1001	42725	04/03/24	10885	NELSONS POWER CENTE	6260	5200	SUPPLIES-PARKS	0.00	38.12
1001	42725	04/03/24	10885	NELSONS POWER CENTE	6260	5200	SUPPLIES-PARKS	0.00	77.31
TOTAL CHECK								0.00	115.43
1001	42726	04/03/24	10237	P G & E - SACRAMENT	6200	5170	429 E MERCED 3/24/2	0.00	7.14
1001	42726	04/03/24	10237	P G & E - SACRAMENT	6200	5170	692 HILL AVE 3/22/2	0.00	15.02
1001	42726	04/03/24	10237	P G & E - SACRAMENT	6200	5170	630 W FRESNO 3/22/2	0.00	453.21
TOTAL CHECK								0.00	475.37
1001	42727	04/03/24	15004	RODENT PATROL AG SE	6260	5203	PEST CONTROL-PARKS	0.00	980.00

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 6
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
1001	42729	04/03/24	12443	SIMPLOT GROWER SOLU	6260	5203	SUPPLIES-PARKS	0.00	94.20	
1001	42729	04/03/24	12443	SIMPLOT GROWER SOLU	6260	5203	SUPPLIES-PARKS	0.00	1,001.46	
TOTAL CHECK									0.00	1,095.66
1001	42730	04/03/24	13543	UNIFIRST CORPORATIO	6120	5185	MATS/MOPS-PD	0.00	7.18	
1001	42730	04/03/24	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL-SNR CTR	0.00	63.16	
1001	42730	04/03/24	13543	UNIFIRST CORPORATIO	6020	5185	MATS/MOPS-ADMIN	0.00	76.50	
1001	42730	04/03/24	13543	UNIFIRST CORPORATIO	6200	5185	UNIFORMS-ST	0.00	89.56	
TOTAL CHECK									0.00	236.40
1001	42731	04/03/24	10725	VERIZON WIRELESS	6170	5160	CELL 2/20-3/19-PW	0.00	398.49	
1001	42732	04/03/24	14259	VISUAL EDGE IT INC	6170	5180	COPIER SVC 2/23-3/2	0.00	763.20	
1001	42733	04/03/24	14830	WILLDAN GROUP INC	6160	5220	INSPECTIONS FEB24	0.00	2,597.50	
1001	42735	04/10/24	10007	ALERT-O-LITE, INC	6200	5120	SUPPLIES-ST	0.00	85.79	
1001	42735	04/10/24	10007	ALERT-O-LITE, INC	6200	5120	SUPPLIES-ST	0.00	208.01	
TOTAL CHECK									0.00	293.80
1001	42736	04/10/24	14519	AMAZON CAPITAL SERV	6030	5100	OFF SUPP-ADMIN	0.00	745.87	
1001	42737	04/10/24	10549	AT&T MOBILITY	6170	5160	FIRSTNET MAR24-PD	0.00	934.89	
1001	42738	04/10/24	10026	BCT CONSULTING	6170	5230	VOIP 4/1/24	0.00	913.73	
1001	42738	04/10/24	10026	BCT CONSULTING	6170	5230	NETWORK SUPP 4/1/24	0.00	2,191.42	
1001	42738	04/10/24	10026	BCT CONSULTING	6170	5230	NETWORK SUPP 4/1/24	0.00	3,220.00	
TOTAL CHECK									0.00	6,325.15
1001	42740	04/10/24	10025	BUFORD OIL COMPANY	6120	5210	FUEL-PD	0.00	1,514.38	
1001	42741	04/10/24	11291	THE BUSINESS JOURNA	6150	5150	PHN CUP 24-03	0.00	471.25	
1001	42742	04/10/24	11792	CA BUILDING STANDAR	6160	5272	CA BSASRF JAN24-MAR	0.00	319.50	
1001	42744	04/10/24	11653	CIVICPLUS LLC	6025	5220	MEETING MGMT SYS	0.00	3,805.20	
1001	42744	04/10/24	11653	CIVICPLUS LLC	6170	5230	WEB/DOMAIN ANNUAL	0.00	4,006.80	
TOTAL CHECK									0.00	7,812.00
1001	42745	04/10/24	14356	COMCAST	6170	5160	COMCAST MAR24-PD	0.00	123.00	
1001	42745	04/10/24	14356	COMCAST	6700	5160	CABLE 3/25-4/24	0.00	159.68	
TOTAL CHECK									0.00	282.68
1001	42746	04/10/24	10088	DEPARTMENT OF CONSE	6160	5220	CASEISMIC JAN24-MAR	0.00	1,103.60	
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	-24.88	
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	-12.56	
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	-0.52	
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	-0.10	
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	1.50	
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	1.94	
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	2.14	

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 7
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	2.59
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	3.02
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	4.32
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	6.48
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	7.13
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	7.56
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	8.21
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	8.65
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6130	5110	SUPPLIES-ST	0.00	8.65
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	8.77
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	9.30
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	9.72
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	9.72
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	10.22
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	10.38
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	10.81
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	12.97
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	12.97
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	14.26
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6130	5110	SUPPLIES-ST	0.00	15.14
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	17.31
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	17.94
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	19.89
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	23.80
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	25.96
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	30.29
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	33.10
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	43.27
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	47.61
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	47.61
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	64.91
TOTAL CHECK								0.00	520.08
1001	42749	04/10/24	10306	FOWLER FLORAL SHOP,	6020	5110	SKF SOCIAL	0.00	55.45
1001	42749	04/10/24	10306	FOWLER FLORAL SHOP,	6020	5110	FLORAL ARRANGEMENT	0.00	65.39
TOTAL CHECK								0.00	120.84
1001	42750	04/10/24	11626	GARCIA & SANCHEZ SM	6120	5205	SMOG 08 CRWN VIC-PD	0.00	50.00
1001	42751	04/10/24	10141	H & H TIRE SERVICES	6120	5205	TIRE REPAIR U#40-PD	0.00	30.00
1001	42751	04/10/24	10141	H & H TIRE SERVICES	6120	5205	TIRE REPAIR U#80-PD	0.00	145.00
TOTAL CHECK								0.00	175.00
1001	42752	04/10/24	13127	HEALTHWISE SERVICES	6120	5182	38GAL SHARPMAR24-PD	0.00	286.25
1001	42753	04/10/24	14749	HOFFMAN SECURITY	6170	5160	SEC SVC APRIL24	0.00	57.00
1001	42754	04/10/24	10203	MID VALLEY PACKAGIN	6260	5185	SUPPLIES-PARKS	0.00	33.38
1001	42755	04/10/24	10215	NELSON HARDWARE & G	6200	5195	SUPPLIES-ST	0.00	77.40
1001	42756	04/10/24	10237	P G & E - SACRAMENT	6200	5170	1292 MILLAR 3/28/24	0.00	9.53

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 8
 ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42757	04/10/24	15006	PERFORMANCE GLASS &	6150	5190	STRUCT REP DOOR	0.00	3,475.00
1001	42759	04/10/24	13655	PROVOST & PRITCHARD	6170	5230	GIS SERVICE FEB24	0.00	392.50
1001	42760	04/10/24	15004	RODENT PATROL AG SE	6260	5203	PEST CONTRL DW PARK	0.00	980.00
1001	42760	04/10/24	15004	RODENT PATROL AG SE	6260	5203	PEST CONTRL DW PARK	0.00	980.00
TOTAL CHECK								0.00	1,960.00
1001	42761	04/10/24	13355	SITE ONE LANDSCAPE	6200	5195	SUPPLIES-ST	0.00	59.97
1001	42761	04/10/24	13355	SITE ONE LANDSCAPE	6200	5195	SUPPLIES-ST	0.00	399.97
TOTAL CHECK								0.00	459.94
1001	42762	04/10/24	10288	SMART & FINAL	6700	5104	SUPPLIES-SNR CTR	0.00	175.76
1001	42762	04/10/24	10288	SMART & FINAL	6700	5104	SUPPLIES-SNR CTR	0.00	287.79
1001	42762	04/10/24	10288	SMART & FINAL	6700	5104	SUPPLIES-SNR CTR	0.00	345.97
TOTAL CHECK								0.00	809.52
1001	42763	04/10/24	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL-SNR CTR	0.00	70.64
1001	42763	04/10/24	13543	UNIFIRST CORPORATIO	6200	5185	UNIFORMS-ST	0.00	98.36
TOTAL CHECK								0.00	169.00
1001	42764	04/10/24	13521	UNITY IT	6170	5160	CLOUDBACKUP3/21-4/2	0.00	39.99
1001	42765	04/10/24	10725	VERIZON WIRELESS	6170	5160	CELLPHONEFEB24-MAR2	0.00	177.43
TOTAL CASH ACCOUNT								0.00	176,764.20
TOTAL FUND								0.00	176,764.20

SUPERION
DATE: 04/10/2024
TIME: 19:14:51

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 9
ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
ACCOUNTING PERIOD: 10/24

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42734	04/03/24	14787	TOOLE DESIGN GROUP	2120	5710	VISUAL IDENTITY	0.00	180.00
1001	42766	04/10/24	14787	TOOLE DESIGN GROUP	2120	5710	VISUAL IDENTITY	0.00	5,950.00
TOTAL CASH ACCOUNT								0.00	6,130.00
TOTAL FUND								0.00	6,130.00

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 10
 ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 225 - LTF - ARTICLE 8

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42743	04/10/24	14131	SWEEPING CORP OF AM	2250	5220	STREET SWEEP MAR24	0.00	3,500.00
1001	42756	04/10/24	10237	P G & E - SACRAMENT	2250	5170	363 N TEMP 3/28/24	0.00	9.54
1001	42756	04/10/24	10237	P G & E - SACRAMENT	2250	5170	1100 N MANN 3/28/24	0.00	14.30
1001	42756	04/10/24	10237	P G & E - SACRAMENT	2250	5170	MANN&GLDNST 3/26/24	0.00	15.28
1001	42756	04/10/24	10237	P G & E - SACRAMENT	2250	5170	300 W MERCED 3/28/2	0.00	42.72
1001	42756	04/10/24	10237	P G & E - SACRAMENT	2250	5170	MERCED/8TH 3/28/24	0.00	86.68
1001	42756	04/10/24	10237	P G & E - SACRAMENT	2250	5170	GLDST/MAN SIG 3/28/	0.00	116.77
1001	42756	04/10/24	10237	P G & E - SACRAMENT	2250	5170	ADAMS&GLDNST 3/29/2	0.00	120.13
1001	42756	04/10/24	10237	P G & E - SACRAMENT	2250	5170	700 MERCED #A 3/28/	0.00	1,222.73
TOTAL CHECK								0.00	1,628.15
TOTAL CASH ACCOUNT								0.00	5,128.15
TOTAL FUND								0.00	5,128.15

SUPERION
DATE: 04/10/2024
TIME: 19:14:51

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 11
ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
ACCOUNTING PERIOD: 10/24

FUND - 238 - MEASURE C TOD GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42759	04/10/24	13655	PROVOST & PRITCHARD	2380	5520	MAIN ST. BIKEWAY	0.00	1,240.90
1001	42759	04/10/24	13655	PROVOST & PRITCHARD	2380	5520	MAIN ST. BIKEWAY	0.00	2,877.80
TOTAL CHECK								0.00	4,118.70
TOTAL CASH ACCOUNT								0.00	4,118.70
TOTAL FUND								0.00	4,118.70

SUPERION
DATE: 04/10/2024
TIME: 19:14:51

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 12
ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
ACCOUNTING PERIOD: 10/24

FUND - 256 - DWR STATE GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42673	03/20/24	13655	PROVOST & PRITCHARD	2560	5710	WELL #9 GRANT JAN24	0.00	197.00
1001	42759	04/10/24	13655	PROVOST & PRITCHARD	2560	5710	WELL #9 GRANT	0.00	9,350.00
TOTAL CASH ACCOUNT								0.00	9,547.00
TOTAL FUND								0.00	9,547.00

SUPERION
DATE: 04/10/2024
TIME: 19:14:51

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 13
ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
ACCOUNTING PERIOD: 10/24

FUND - 258 - BIKE PED TRAILS SUST TRAN

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42681	03/20/24	14787	TOOLE DESIGN GROUP	2580	5520	FOLWER BIKE/PED TRA	0.00	11,211.18
TOTAL CASH ACCOUNT								0.00	11,211.18
TOTAL FUND								0.00	11,211.18

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 14
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42658	03/20/24	10024	BSK ASSOCIATES	5000	5310	WATER TESTING	0.00	199.00
1001	42658	03/20/24	10024	BSK ASSOCIATES	5000	5310	WATER TESTING	0.00	280.00
TOTAL CHECK									479.00
1001	42660	03/20/24	10074	CSJVRMA	5000	5087	WC 23-24 4TH QTR	0.00	11,436.39
1001	42660	03/20/24	10074	CSJVRMA	5000	5240	LIAB 23-24 4TH QTR	0.00	12,174.03
TOTAL CHECK									23,610.42
1001	42669	03/20/24	14238	INFOSEND, INC	5000	5621	MONTHLY MAINT FEB24	0.00	499.00
1001	42670	03/20/24	14843	O'REILLY AUTO PARTS	5000	5205	2006 FORD F350	0.00	25.38
1001	42670	03/20/24	14843	O'REILLY AUTO PARTS	5000	5205	2006 F-350-PW	0.00	64.85
TOTAL CHECK									90.23
1001	42671	03/20/24	10237	P G & E - SACRAMENT	5000	5170	ADAMS/5TH 3/12/24	0.00	55.63
1001	42671	03/20/24	10237	P G & E - SACRAMENT	5000	5170	95 E ADAMS 3/12/24	0.00	2,808.11
1001	42671	03/20/24	10237	P G & E - SACRAMENT	5000	5170	SESWNW231521 3/12/2	0.00	6,009.99
1001	42671	03/20/24	10237	P G & E - SACRAMENT	5000	5170	TEM/GOLDN 3/12/24	0.00	521.97
TOTAL CHECK									9,395.70
1001	42679	03/20/24	13543	UNIFIRST CORPORATIO	5000	5185	UNIFORMS-WTR	0.00	89.56
1001	42680	03/20/24	14994	WONG, RICHARD	500	2050	UB REFUND	0.00	106.49
1001	42683	03/27/24	10007	ALERT-O-LITE, INC	5000	5130	UNIFORM-HAMMOND	0.00	50.92
1001	42686	03/27/24	15002	ARACELI MORA	500	2050	UB REFUND	0.00	85.45
1001	42690	03/27/24	10759	GLASCO GENERAL ENGI	5000	5200	MAIN SERVICE-WTR	0.00	3,000.00
1001	42698	03/27/24	14999	PALWINDER SINGH	500	2050	UB REFUND	0.00	82.22
1001	42699	03/27/24	15000	PANDHER S TARA	500	2050	UB REFUND	0.00	55.96
1001	42701	03/27/24	10251	R & R AUTO REPAIR S	5000	5205	2013 F150 REPAIR	0.00	218.11
1001	42702	03/27/24	15003	RJ HILL C/O ADANALI	500	2050	UB REFUND	0.00	87.88
1001	42704	03/27/24	10518	SIGNMAX!	5000	5202	SUPPLIES-WTR	0.00	188.53
1001	42707	03/27/24	15001	TRACY CASTILLO	500	2050	UB REFUND	0.00	34.78
1001	42708	03/27/24	13543	UNIFIRST CORPORATIO	5000	5185	UNIFORMS-WTR	0.00	111.02
1001	42711	04/03/24	13635	BARNES WELDING SUPP	5000	5200	SUPPLIES-WTR	0.00	27.28
1001	42712	04/03/24	10024	BSK ASSOCIATES	5000	5310	WATER TESTING	0.00	64.00
1001	42713	04/03/24	10556	CNA SURETY DIRECT B	5000	5240	USDA BOND 5/27-24/2	0.00	1,175.00
1001	42723	04/03/24	14238	INFOSEND, INC	5000	5621	UB BILLING 2/28/24	0.00	243.46
1001	42723	04/03/24	14238	INFOSEND, INC	5000	5621	WTR RATE FLYER	0.00	243.46

SUPERION
 DATE: 04/10/2024
 TIME: 19:14:51

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 15
 ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
 ACCOUNTING PERIOD: 10/24

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42723	04/03/24	14238	INFOSEND, INC	5000	5621	WTR RATE FLYER	0.00	243.46
1001	42723	04/03/24	14238	INFOSEND, INC	5000	5621	WM FLYER 4/24	0.00	276.36
1001	42723	04/03/24	14238	INFOSEND, INC	5000	5621	WTR FLYER QTR 3/24	0.00	284.59
1001	42723	04/03/24	14238	INFOSEND, INC	5000	5621	UB BILLING 3/27/24	0.00	1,240.67
1001	42723	04/03/24	14238	INFOSEND, INC	5000	5621	UB BILLING 2/24/24	0.00	1,276.67
TOTAL CHECK								0.00	3,808.67
1001	42726	04/03/24	10237	P G & E - SACRAMENT	5000	5170	679 KAND 3/22/24	0.00	86.17
1001	42726	04/03/24	10237	P G & E - SACRAMENT	5000	5170	LANDSCAPE 3/22/24	0.00	99.45
TOTAL CHECK								0.00	185.62
1001	42730	04/03/24	13543	UNIFIRST CORPORATIO	5000	5185	UNIFORMS-WTR	0.00	89.56
1001	42739	04/10/24	10024	BSK ASSOCIATES	5000	5310	WATER TESTING	0.00	50.50
1001	42739	04/10/24	10024	BSK ASSOCIATES	5000	5310	WATER TESTING	0.00	910.00
TOTAL CHECK								0.00	960.50
1001	42748	04/10/24	14245	FOWLER ACE HARDWARE	5000	5121	SUPPLIES-ST	0.00	53.53
1001	42756	04/10/24	10237	P G & E - SACRAMENT	5000	5170	WELL SITE 8 3/29/24	0.00	2,425.71
1001	42756	04/10/24	10237	P G & E - SACRAMENT	5000	5170	WELL SITE 7 3/29/24	0.00	10,797.19
1001	42756	04/10/24	10237	P G & E - SACRAMENT	5000	5170	912 PALM 3/29/24	0.00	9.54
TOTAL CHECK								0.00	13,232.44
1001	42758	04/10/24	15007	PITNEY BOWES BANK I	5000	5175	POSTAGE RESERVE ACC	0.00	2,500.00
1001	42763	04/10/24	13543	UNIFIRST CORPORATIO	5000	5185	UNIFORMS-WTR	0.00	98.35
TOTAL CASH ACCOUNT								0.00	60,380.22
TOTAL FUND								0.00	60,380.22

SUPERION
DATE: 04/10/2024
TIME: 19:14:51

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 16
ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
ACCOUNTING PERIOD: 10/24

FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42682	03/20/24	13655	PROVOST & PRITCHARD	5030	5710	WATER SYSTEM OPSJAN	0.00	944.00
1001	42767	04/10/24	13655	PROVOST & PRITCHARD	5030	5710	TCP WELL 7	0.00	12,230.80
TOTAL CASH ACCOUNT								0.00	13,174.80
TOTAL FUND								0.00	13,174.80

SUPERION
DATE: 04/10/2024
TIME: 19:14:51

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 17
ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
ACCOUNTING PERIOD: 10/24

FUND - 760 - AB1600-WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42728	04/03/24	14550	SANGER FENCE CO	7600	5710	FENCE INSTALL-ST	0.00	2,697.00
1001	42728	04/03/24	14550	SANGER FENCE CO	7600	5710	FENCE INSTALL-ST	0.00	11,897.00
TOTAL CHECK								0.00	14,594.00
TOTAL CASH ACCOUNT								0.00	14,594.00
TOTAL FUND								0.00	14,594.00

SUPERION
DATE: 04/10/2024
TIME: 19:14:51

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 18
ACCTPA21

Section 7, Item A.

SELECTION CRITERIA: transact.check_no between '42654' and '42767'
ACCOUNTING PERIOD: 10/24

FUND - 850 - SUCCESSOR AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42660	03/20/24	10074	CSJVRMA	8500	5087	WC 23-24 4TH QTR	0.00	544.59
TOTAL CASH ACCOUNT								0.00	544.59
TOTAL FUND								0.00	544.59
TOTAL REPORT								0.00	301,592.84



CITY COUNCIL MEETING
TUESDAY, MARCH 19, 2024 at 6:00 PM
CITY COUNCIL CHAMBER – 128 SOUTH 5TH STREET, FOWLER, CA 93625
MINUTES

1. MEETING CALLED TO ORDER

Mayor Parra called meeting to order at 6:00 p.m.

2. ROLL CALL

PRESENT

Daniel Parra

Juan Mejia

Amarjeet Gill

Leonard Hammer

Karnig Kazarian (remotely)

City Staff Present: City Manager Tucker, City Attorney Cross, Assistant City Manager Gaffery, Accountant Carrillo, Fresno County Fire Protection District Battalion Chief Dominguez, Recreation Supervisor Hernandez, City Planner Marple, Finance Director Moreno, City Engineer Park, Police Chief Reid, Public Works Director Rocha, and City Clerk Vasquez.

3. APPROVAL OF AGENDA

Staff reported no changes to the agenda.

6. PUBLIC COMMENT

Five members of the public spoke.

7. CONSENT CALENDAR

Motion made by Gill, Seconded by Mejia.

Voting Yea: Parra, Hammer, Kazarian

8. CONTESTED CONSENT CALENDAR

No items were pulled from the consent calendar.

9. GENERAL ADMINISTRATION

Finance

9A. WORKSHOP on Fiscal Year 2024/25 Budget Priorities

City Manager Tucker informed Council that staff will compile the data and provide it at the May 7, 2024, City Council meeting.

Five members of the public spoke.

Planning

- 9B. ACCEPT the 2023 General Plan and Housing Element Annual Progress Report

Three members of the public spoke.

Motion made by Mejia, Seconded by Gill.

Voting Yea: Parra, Hammer, Kazarian

- 9C. APPROVE Position Authorization Resolution No. 2713 converting one Planning & Code Enforcement Technician I to a Projects and Compliance Administrator.

Motion made by Hammer, Seconded by Mejia.

Voting Yea: Parra, Gill, Kazarian

Public Works

- 9D. APPROVE Resolution No. 2714, approving updated fee schedules for Grading and Site Improvement Permit Fees and Encroachment Permit Fees.

Motion made by Gill, Seconded by Hammer.

Voting Yea: Parra, Mejia, Kazarian

City Attorney

- 9E. APPROVE Third Amendment to City Manager Employment Agreement with Wilma Tucker.

Four members of the public spoke.

Motion made by Hammer, Seconded by Mejia.

Voting Yea: Parra, Gill

Voting Abstaining: Kazarian

10. STAFF COMMUNICATIONS

Updates were provided by City Manager Tucker, Assistant City Manager Gaffery, Finance Director Moreno, Recreation Supervisor Hernandez, City Clerk Vasquez, City Planner Marple, City Engineer Park, Public Works Director Rocha, and Police Chief Reid.

11. COUNCILMEMBER REPORTS AND COMMENTS

Updates were provided by Mayor Pro-Tem Mejia, Councilmember Hammer, and Mayor Parra.

12. ADJOURN

Having no further business, the meeting adjourned at 7:29 p.m.



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: April 16, 2024

FROM: MARGARITA MORENO, Finance Director

SUBJECT: Actions pertaining to the Fiscal Year 2023-24 third quarter budget report and budget amendments:

- i. ACCEPT the Fiscal Year 2023-24 third quarter budget report.
- ii. APPROVE Resolution No. 2715 Fiscal Year 2023-24 budget amendments.

EXECUTIVE SUMMARY

The Fiscal Year 2023-24 third quarter budget report reflects the City’s revenues and expenditures through March 31, 2024. The third quarter budget report provides the data to inform any necessary budget amendments to ensure that the budget is balanced at the end of the Fiscal Year.

BACKGROUND

Staff recommend several budget amendments based on operational changes through the third quarter of the Fiscal Year, as well as staff’s ongoing understanding of departmental operations and base budget needs. Below is a summary of revenues received and expenditures made for each fund type through March 31, 2024.

GENERAL FUND

The General Fund covers core services such as police, fire, public works, community development, parks, recreation, and the senior center. Sales and property taxes are the two largest sources of revenue in the General Fund. Revenues in the General Fund are at 78% and expenditures are at 74% for the third quarter, as follows:

REVENUES

As summarized in Attachment A, March 31, 2024 is 75% of Fiscal Year 2024. The General Fund revenues received were at 78% of the annual budget estimates. Key revenues receipts appear to be on target with the revenue estimates.

PROPERTY TAX

Revenues are at 75% of budget

The major portion of property tax revenue was distributed, The City received \$714,043, 75% of the estimate. The next major distribution will occur in June.

PERMITS/LICENSES

Revenues are at 59% of budget

The City received 59% of permits/licenses fees through March 31, 2024. Charges for services are higher through March 31, 2024. Building permits are at \$509,989 which make up a large portion of these estimated revenues. Increased permits and development activity are responsible for the increase. Several budget amendments are proposed to account for the projected growth in development activity.

FINES & FEES

Revenues are at 51% of budget

Fines and Fees are on target through March 31, 2024 at 51%.

USE OF MONEY & PROPERTY RENTAL INCOME

Revenues are at 2493% of budget

The City has received 2493% of use of money & property rental income, in which the majority of revenues is due to the City's current investments reflecting interest income at \$361,466 through March 31, 2024. The remaining revenues are from rental income received from Unwired broadband for the water tower. An adjustment to interest income revenues will be allocated to eligible funds as part of the year-end process.

MOTOR VEHICLE IN LIEU

Revenues are at 66% of budget

The Vehicle License Fee (VLF) payments received through the third quarter are at \$557,144. The motor vehicle in lieu revenues are property tax shares allocated to cities and counties by the State.

SALES TAX

Revenues are at 66% of budget

The City has received 66% of sales tax revenues. Sales tax revenues are the largest revenue source in the General Fund. At 66% actual revenues collected in the third quarter, revenues are on target through the third quarter.

TRANSIENT OCCUPANCY TAX

Revenues are at 66% of budget

Transient occupancy taxes are received on a quarterly basis, the first reflecting \$100,763 of estimate through the third quarter.

FRANCHISE FEES

Revenues are at 56% of budget

Franchise fees are received on a quarterly basis, total received through third quarter is \$240,936, 56% of estimated budget.

SERVICES & OTHER FEES

Revenues are at 66% of budget

Revenues from services & other fees are currently at 66% and are anticipated to meet budgeted expectations. These revenues are from various sources such as recreation, inspection, planning, park maintenance, and special police services.

GRANTS

Revenues are at 76% of budget

Grant funding received through third quarter is at \$258,002. Staff anticipate grants to be on target at the end of year.

OTHER MISC REVENUE

Revenues are at 150% of budget

Revenues from other sources at are currently at 150%. These miscellaneous revenues include donations, P.O.S.T reimbursements, restitution, and other refunds. It is typical for revenues in this category to reflect higher percentages than budgeted. A proposed budget amendment is needed to adjust for a one time revenues received for the third quarter.

TRANSFER IN

Revenues are at 100% of budget

This fund allocates the transfer in and transfer out to the appropriate funds at year end.

EXPENDITURES

As summarized in Attachment A, the City has expended roughly 74% of its General Fund appropriations as of March 31, 2024. All departments are on target to their budgeted lines from actual through the third quarter.

As summarized in Attachment B, the summary of all funds revenues reflects the revenues and expenditures through the third quarter by fund type as summarized below:

ENTERPRISE FUNDS

WATER UTILITY FUNDS

Revenues 67% | Expenses 65%

Through March 31, 2024, Staff anticipate the Water Utility Fund budget to be on target for year end.

GROUNDWATER RECHARGE CID

Revenues 0% | Expenses 100%

Groundwater Recharge CID funds are currently at 0% for revenues and 100% for expenses in the third quarter.

TCP

Revenues 100% | Expenses 1%

TCP funds are currently at 100% for revenues reflecting the final payment for the TCP settlement and 1% for expenses in the third quarter.

SPECIAL REVENUES

UTILITY USERS TAX

Revenues 81% | Expenses 58%

Utility User's Tax are paid to the City one month in arrears. At third quarter revenues received are at \$403,080, or 81% of budget, and expenses includes end of year transfers out of UUT.

DISTRICT SALES TAX (MEASURE N)

Revenues 69% | Expenses 20%

District Sales Tax Funds are received in a monthly basis. Revenues are \$1,243,465 through the third quarter. Expenses currently at 20% of budget.

COPS GRANT

Revenues 140% | Expenses 100%

COPS grant reimbursement are processed once expenses are made. The expenses will be adjusted at year end. A budget amendment is proposed to adjust revenues to actual for additional revenues received for COPS growth allocations.

RECYCLE GRANT

Revenues 0% | Expenses 60%

Recycle grant reimbursement are processed once expenses are made. Staff anticipates to be on target at end of year.

GAS TAX

Revenues 64% | Expenses 100%

Highway User Tax (gas tax) revenues are received monthly. The 100% reflects final principal & interest payments made through the third quarter for debt service on the Merced Street Rehab.

TRAFFIC CONGESTION RELIEF FUND-STREET PROJECTS

Revenues 100% | Expenses 0%

Street Projects reimbursement are processed once expenses are made reflecting revenues at 100% and expenses at 0%. Revenues received reflect prior year actual expenses reimbursements for Adams construction.

ARPA

Revenues 0% | Expenses 29%

American Rescue Plan Act (ARPA) funds have been received at 100% in the prior Fiscal Years. The expenses are currently at 29% for the third quarter. Expenses budgeted for this fund include improvements for the Water Tower Rehabilitation and Website Rebranding projects. A budget amendment is proposed to adjust carryover expenses from prior year for the current year Website Rebranding expenses.

LOCAL TRANSPORTATION FUND ART 3 & 8

Revenues 100% | Expenses 9%

LTF revenues are generated from Fresno County. Expenses include utilities, PG&E, and street sweeping. A budget amendment is proposed to adjust to actual utilities and street sweeping expenses.

MEASURE C

Revenues 105% | Expenses 0%

Measure C revenues are received on a monthly basis. \$261,635 have been received through the third quarter.

SB1 ROAD MAINTENANCE AND REHABILITATION FUNDS

Revenues 97% | Expenses 0%

SB1 revenues are received monthly from the State. Budgeted expenses include street paving projects to be completed by end of year.

ACTIVE TRANSPORT PROGRAM (ATP)

Revenues 8% | Expenses 8%

Revenues are received as expenses are incurred. Budgeted expenses include the Golden State Bike Trail Project.

SURFACE TRANSPORTATION BLOCK GRANT (STBG)

Revenues 0% | Expenses 2%

Revenues are received as expenses are incurred. Budgeted expenses include Manning Reconstruction Project.

MEASURE C TOD

Revenues 0% | Expenses 7%

Revenues are received as expenses are incurred for the Main Street Bikeway to Transit project. Expenses are at 7% through the third quarter.

HCD SB2 GRANT

Revenues 0% | Expenses 50%

Revenues are received as expenses are incurred for the General Plan and Zoning Code update as reimbursement basis.

CMAQ Grant

Revenues 0% | Expenses 0%

CMAQ grant funds are currently at 0%. A proposed budget amendment is needed to adjust engineering expenses to actual for the third quarter for grant reimbursable street projects.

CDBG

Revenues 1% | Expenses 0%

CDBG grant funds are currently at 1% for revenues and 0% for expenses in the third quarter for CDBG loan reimbursements.

STATE GRANT AB178

Revenues 0% | Expenses 2%

Expenses at third quarter are at 2%. Revenues were received prior year to offset budgeted expenses for Police Department Headquarters & Senior Center construction to be on target by end of year.

DWR STATE GRANT

Revenues 5% | Expenses 3%

The DWR State Grant reimbursement is processed once expenses for Well #9 project are made reflecting revenues at 5% and expenses at 3% through the third quarter.

BIKE PED TRAILS SUST TRAN

Revenues 0% | Expenses 42%

Revenues are received as expenses are incurred for the Bike, Pedestrian and Trails Master Plan reflecting 42% through the third quarter.

MANNING RR CROSSING

Revenues 0% | Expenses 0%

Revenues are received as expenses are incurred for the Manning RR Crossing project reflecting 0% through the third quarter. A proposed budget amendment is needed to adjust engineering expenses to actual for the third quarter for grant reimbursable street projects.

AB1600 IMPACT FEES

Due to high volume of development activity in the City and the newly-adopted impact fees, the various AB1600 revenues are reflecting a range from 1% to 167% for the third quarter. A budget amendment for AB1600 Parks & Sewer is proposed to adjust revenues to actual in the third quarter for ongoing development activity.

DEBT SERVICE FUNDS

The debt service funds reflect 109% for the third quarter. The assessments debt service of 100% reflects the final debt service payment made in September for the 2010 Refunding Bonds paid in full for the first quarter. A proposed budget amendment is needed to adjust revenue to actual for increased secure taxes for the third quarter.

SUCCESSOR AGENCY FUNDS

RDA SUCCESSOR FUND

Revenues 12% | Expenses 96%

The Successor RDA is responsible for the 2010 refunding bonds debt service. The 96% reflects the final debt service payment made in September for the 2010 Refunding Bonds paid in full for the first quarter.

BUDGET AMENDMENTS

As summarized in Attachment C, staff propose several third quarter budget amendments to align the expenditures and revenues to the budget. The following budget amendments are proposed:

GENERAL FUND

Revenues

To bring revenues to actual in Miscellaneous and Other Reimbursement Revenues for one-time revenues for sale of property and scrap metal sold. Also, to increase Inspection Revenues to actual for increased inspections for the third quarter.

SPECIAL FUNDS

MEASURE N

An adjustment is needed in expenses for prior year carryover for police equipment that were paid in the third quarter.

ARPA

An adjustment is needed in expenses for prior year carryover for the website rebranding that will be paid at the end of year.

LTF ART 8

An adjustment is needed in expenses to adjust to actual utilities and street sweeping expenses.

CMAQ GRANT

An adjustment is needed in engineering expenses for grant reimbursable street projects.

MANNING RR CROSSING

An adjustment is needed in engineering expenses for grant reimbursable street projects.

DEBT SERVICES 88-1

An adjustment is needed in revenues to bring to actual additional secured taxes revenues received.

AB1600 Impact Fees Funds

Two adjustments are needed to record additional revenues received for the third quarter in Water & Sewer Impact fees due to ongoing development activity.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

GENERAL PLAN CONSISTENCY

This action is not associated with a specific General Plan Goal, Policy, or Action Item. However, this action is consistent with the General Plan’s Community Vision and Supporting Principles.

FISCAL IMPACT AND PROCUREMENT PROCESS

After the budget amendments, revenues and expenditures for all fund types are expected to be on target for the third quarter.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments:

- A: General Fund Summary
- B: All Fund Summary
- Resolution No. 2715 Budget Amendment & Attachment C

ATTACHMENT A

GENERAL FUND SUMMARY

<u>REVENUES</u>	<u>BUDGET 2023-2024</u>	<u>REVENUES AS OF 3/31/2024</u>	<u>PERCENTAGE REVENUES 3/31/2024</u>
PROPERTY TAX	955,250	714,043	75%
PERMITS/LICENSES	858,100	509,989	59%
FINES & FEES	11,500	5,883	51%
USE OF MONEY & PROPERTY RENTAL	14,500	361,466	2493%
VLF	839,700	557,144	66%
SALES TAX	1,730,000	1,136,287	66%
TRANSIENT OCCUPANCY TAX	153,000	100,763	66%
FRANCHISE FEES	428,200	240,936	56%
SERVICES FEES & OTHER	111,550	73,139	66%
GRANTS	337,650	258,002	76%
OTHER MISC REVENUE	121,666	182,072	150%
TRANSFER IN	756,484	756,484	100%
TOTAL REVENUES	\$6,317,600	\$4,896,208	78%

<u>EXPENDITURES</u>	<u>BUDGET 2023-2024</u>	<u>EXPENDITURES AS OF 3/31/2024</u>	<u>PERCENTAGE EXPENDITURES 3/31/2024</u>
CITY COUNCIL	44,320	26,139	59%
ADMINISTRATION	454,384	359,914	79%
CITY CLERK	147,500	83,686	57%
FINANCE	312,861	243,824	78%
CITY ATTORNEY	180,000	150,699	84%
GENERAL GOVERNMENT	293,962	282,614	96%
INFORMATION TECHNOLOGY	156,150	100,613	64%
POLICE	1,893,117	1,580,625	83%
FIRE	269,616	245,369	91%
ANIMAL CONTROL	7,000	1,512	22%
PUBLIC WORKS-STREET	839,531	521,059	62%
PLANNING	516,035	360,589	70%
BUILDING	419,353	250,474	60%
PUBLIC WORKS-PARK MAINT	624,055	329,828	53%
RECREATION	166,484	144,620	87%
SENIOR CENTER	161,643	106,754	66%
TOTAL EXPENSES	\$6,486,011	\$4,788,319	74%

ATTACHMENT B

ALL FUND SUMMARY

	REVENUES			EXPENSES		
	2023-2024 BUDGET	REVENUES AS 3/31/2023	PERCENT REC'S YTD	2023-2024 BUDGET	EXPENSES AS 3/31/2023	PERCENT USED YTD
GENERAL FUND						
General Fund	\$6,317,600	\$4,896,208	78%	\$6,486,011	\$4,788,319	74%
ENTERPRISE FUNDS						
Water Utility	1,586,600	1,063,549	67%	2,037,094	1,332,186	65%
Water Well Maintenance	113,000	0	0%	0	0	0%
Groundwater Recharge CID	50,000	0	0%	410,669	410,669	100%
TCP	602,000	600,000	100%	2,800,000	21,198	1%
Sub-total	\$2,351,600	\$1,663,549	71%	\$5,247,763	\$1,764,053	34%
SPECIAL REVENUE FUNDS						
Utility Users Tax	500,000	403,080	81%	1,169,960	682,076	58%
District Sales Tax	1,810,000	1,243,465	69%	4,198,418	823,489	20%
COPS Grant	125,000	175,543	140%	136,159	136,159	100%
Recycle Grant	5,000	0	0%	5,000	3,000	60%
Gas Tax	179,847	115,977	64%	93,600	93,600	100%
Streets Projects	262,942	262,941	100%	0	0	0%
ARPA Funding	0	0	0%	283,000	81,436	29%
LTF Article 3	27,062	27,062	100%	30,000	0	0%
LTF Article 8	1,270,568	1,270,568	100%	618,000	55,893	9%
Measure C	250,338	261,635	105%	252,163	0	0%
Road Maint & Rehab SB1	172,102	166,193	97%	323,096	0	0%
Active Transport Pln (ATP)	600,000	49,640	8%	600,000	47,277	8%
Srvc Trns Blck Grnat -STBG	900,000	0	0%	900,000	14,761	2%
Measure C TOD	0	0	0%	143,767	9,615	7%
HCD SB2 Grant	0	0	0%	26,508	13,383	50%
CMAQ Grant	0	0	0%	0	154,105	0%
CDBG	16,000	11,167	1%	0	0	0%
State Grant AB178	0	0	0%	4,000,000	81,744	2%
DWR State Grant	2,100,000	110,974	5%	2,100,000	55,809	3%
Bike Ped Trails Sust Tran	0	0	0%	132,576	55,477	42%
Manning RR Crossing	0	0	0%	0	114,607	0%
AB1600 General Service	60,000	43,949	73%	143,563	18,563	13%
AB1600 Law Enforcement	60,000	30,969	52%	450,000	103,008	23%
AB1600 Fire	123,406	80,071	65%	490,503	45,617	9%
AB1600 Trf Mtgtn & Impact	80,000	78,529	98%	0	0	0%
AB1600 Parks	80,000	123,720	155%	1,030,000	278,591	27%
AB1600 Water	140,000	87,997	63%	23,581	23,581	0%
AB1600 Ground Wtr Rchrg	50,000	398	1%	50,000	0	0%
AB1600 Sewer	80,000	133,484	167%	0	0	0%
AB1600 Storm Drain	80,000	50,691	63%	0	0	0%
Caltrans SR 99/Manning	150	0	0%	0	0	0%
Sub-total	\$8,972,415	\$4,728,053	1%	\$17,199,894	\$2,891,790	17%
DEBT SERVICE FUNDS						
Debt Service 88-1	39,285	59,751	152%	0	0	0%
Assesmt Dist 1993-R Debt Svc	80,341	0	0%	27,764	27,763	100%
Assesmt Dist 1993-1 Hospital Bdg Lease	15,600	15,600	100%	15,600	15,600	100%
Assesmt Dist 1993-1 Merced Rehab	93,600	93,600	100%	93,600	93,600	100%
Assesmt Dist 1994-R Debt Svc	169,633	15,293	1%	134,880	134,879	100%
Sub-total	\$398,459	\$184,243	109%	\$271,844	\$271,842	100%
SUCCESSOR AGENCY FUNDS						
Successor Agency 2000 RDA Loan	125,864	14,604	12%	111,260	107,364	96%
Sub-total	\$125,864	\$14,604	12%	\$111,260	\$107,364	96%
FINANCE AUTHORITY FUND						
Public Financing Authority (PFA)	365,821	0	0%	364,396	6,094	2%
Sub-total	\$365,821	\$0	0%	\$364,396	\$6,094	2%

RESOLUTION NO. 2715

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING BUDGET AMENDMENTS FOR VARIOUS FUNDS FOR
FISCAL YEAR 2023/2024**

WHEREAS, the FY 2023/2024 Annual Budget reflects the City of Fowler’s ongoing commitment to providing core services; and

WHEREAS, the FY 2023/2024 Annual Budget was approved by the City Council on June 6, 2023, by Resolution 2645, and any subsequent amendments must be approved by Resolution; and

WHEREAS, a budget amendment is necessary to align the expected revenues and expected expenses.

WHEREAS, the budget amendment attached hereto as Attachment C specifies the various proposed budget amendments for various funds.

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2023/2024 budget be amended as described in Attachment C hereto to provide the necessary funding to various funds.

PASSED, APPROVED AND ADOPTED this 16th day of April 2024, at a regular meeting of the Fowler City Council by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

ATTACHMENT C



REQUEST FOR BUDGET AMENDMENT
Resolution No. 2715

Requested by: Margarita Moreno		Budget Amounts	
Account Numbers:	Fund Name Description	Increase	Decrease
Revenues			
100-3706	General Fund-Misc Revenues	\$ 50,150	
100-3708	General Fund-Other Reimbursements	\$ 15,989	
100-3507	General Fund-Inspections	\$ 17,000	
206-3615	COPS-Revenues	\$ 50,543	
750-3850	AB1600-Parks-Parks Development Fees	\$ 43,720	
770-3870	AB1600-Sewer-Sewer Development Fees	\$ 53,483	
320-3001	Debt Service 88-1-Current Secured	\$ 20,465	
Expenses			
2010-5715	District Sales Tax-Equipment	\$ 25,820	
2120-5710	Improvements-ARPA	\$ 36,393	
2250-5170	LTF Art 8-Utilities	\$ 14,700	
2250-5220	LTF Art 8-Professional Services	\$ 50,000	
2400-5710	CMAQ Grant-Improvements	\$ 154,105	
2590-5710	Manning RR Crossing-Improvements	\$ 114,606	

Reason(s) for Budget Amendment:

To align expenses and revenues to third quarter FY 2023/24 budget, staff request budget amendments to the following funds:

General Fund Revenues: Third quarter adjustments for projected year-end to actual:

- General Fund-Misc Revenues, \$50,150: To adjust to actual revenues for one-time revenues received for the 119 South 6th Street sale of property and scrap metal sold in Public Works.
- General Fund-Other Reimbursements, \$15,989: To adjust to actual reimbursement revenues received from RMA and increased POST reimbursements.
- General Fund-Inspections, \$17,000: To adjust to actual increased inspections revenues for the third quarter.

Special Revenue Funds: Third quarter adjustments for projected year-end to actual:

- COPS Grant-Revenues, \$50,543: To adjust to actual revenues received for increased COPS allocations.
- AB1600-Parks-Parks Development Fees, \$43,720: To adjust to actual revenues due to ongoing development activity.
- AB1600-Sewer-Sewer Development Fees, \$53,483: To adjust to actual revenues due to ongoing development activity.
- Debt Service 88-Current Secured, \$20,465: To adjust to actual revenues due to increase property taxes.

Special Expenses Funds: Third quarter adjustments for projected year-end to actual:

- Measure N- Equipment, \$25,820: Adjust to actual police equipment carryover from prior year budgeted expenses.
- ARPA-Improvements, \$36,393: Adjust to actual website rebranding carryover from prior year budgeted expenses.
- LTF Art 8-Utilities, \$14,700: To adjust to actual utilities expenses.
- LTF Art 8-Professional Services, \$50,000: To adjust to actual street sweeping services.
- CMAQ Grant-Improvements, \$154,105: To adjust to actual engineering expenses for grant reimbursable street projects.
- Manning RR Crossing-Improvements, \$114,606: To adjust to actual engineering expenses for grant reimbursable street projects.

Finance Director _____
Signature _____ Date _____

City Manager _____
Signature _____ Date _____

City Council: Approved Resolution # _____ Denied _____

Journal Entry No. _____ Date Posted _____ By: _____



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: April 16, 2024

FROM: MARGARITA MORENO, Finance Director

SUBJECT: RECEIVE AND FILE the City of Fowler Cash and Investment Report for the Third Quarter ending March 31, 2024

EXECUTIVE SUMMARY

The City earned \$240,448 of interest income in the third quarter of Fiscal Year 2023-24.

BACKGROUND

The Cash and Investment Report provides a detail financial summary of cash and investments for the City of Fowler. The cash balances of the City of Fowler are invested in United Security Bank, Local Area Investment Fund (LAIF), California Asset Management Program (CAMP) Joint Powers Authority Pool, and California Cooperative Liquid Assets Securities System (California CLASS).

As additional information, to ensure proper internal controls a dual approval procedure is required for any withdrawals by City Staff from all of the above entities.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

GENERAL PLAN CONSISTENCY

Interest income on City investments supports the implementation of the entire General Plan including its goals, policies, and action items.

FISCAL IMPACT AND PROCUREMENT PROCESS

Interest earned will be allocated as a part of year-end process.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

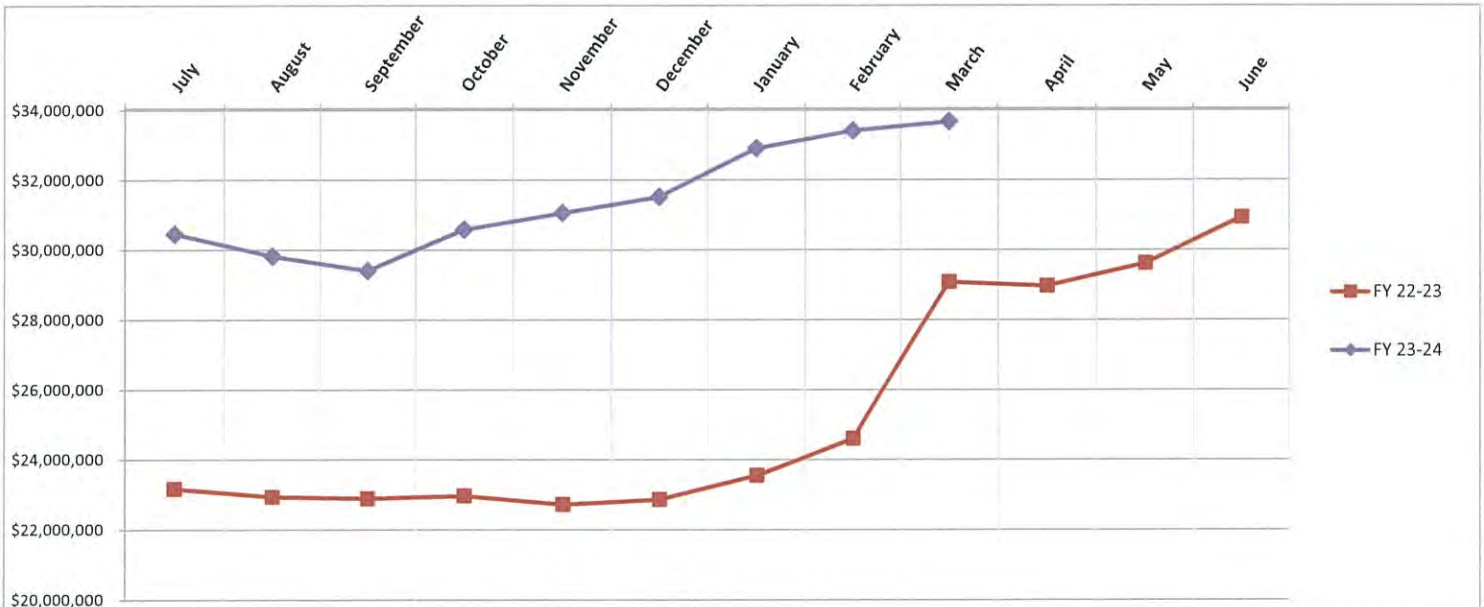
- Cash & Investment Report

CITY OF FOWLER CASH & INVESTMENT REPORT THIRD QUARTER ENDING MARCH 31, 2024

SECURITY	MATURITY DATE	SOURCE RATING	BEGINNING INVESTMENT	CURRENT INVESTMENT	INTEREST RATE	MARKET VALUE	CURRENT INTEREST EARNED
CASH BALANCES BY INVESTMENT							
WELLS FARGO-GENERAL CHECKING	DEMAND		2,870,678.86	2,647,565.03	N/A	2,647,565.03	-
UNITED SECURITY-GENERAL CHECKING	DEMAND		15,000,000.00	17,194,775.90	1.500%	17,194,775.90	61,099.41
C.A.M.P.	1 DAY	Not rated	6,056,875.17	6,140,169.95	5.480%	6,140,169.95	83,294.78
CA-CLASS	1 DAY	Not rated	6,056,635.22	6,139,122.63	5.433%	6,139,122.63	82,487.41
LOCAL AGENCY INVESTMENT FUND	1 DAY	Not rated	1,540,059.76	1,553,626.46	4.120%	1,553,626.46	13,566.70
TOTAL CASH			31,524,249.01	33,675,259.97		33,675,259.97	240,448.30

All investment of funds conform to the guidelines in the City of Fowler's Investment Policy. There are sufficient funds available to meet the next three months obligations. This information is presented as required by Resolution 2675 City of Fowler's Investment Policy and Government Code Section 53646 (b)(1)

Margarita Moreno
Margarita Moreno, Finance Director





CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: April 16, 2024
FROM: SOO HO PARK, City Engineer
SUBJECT: ADOPT Resolution No. 2716 to approve Crosswalk Standards

EXECUTIVE SUMMARY

The proposed Resolution No. 2716 approves Standard Plans ST-20 and ST-21 for a standard crosswalk and a high visibility crosswalk to improve safety and consistency throughout the city.

BACKGROUND

The Fowler City Council previously approved development improvement standards for various public infrastructure facilities related to streets, water, and sewer, etc. Staff has determined that adding Standard Plan ST-20 for a standard crosswalk and ST-21 for a ladder style high visibility crosswalk will standardize pedestrian crosswalk treatments throughout the City to provide uniformity and enhance crosswalk visibility for locations where pedestrian crossings are in conflict with vehicular paths of travel.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

GENERAL PLAN CONSISTENCY

This action is consistent with:

General Plan Goal MOB-1

Fowler's streets are a safe and enjoyable environment for pedestrians, cyclists, motorists, and people of all ages and abilities.

FISCAL IMPACT AND PROCUREMENT PROCESS

There is no increase in fiscal impact to the City. Crosswalk installations are a typical part of road maintenance and rehabilitation. This action does not include any procurement action.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2716
- Standard Plan ST-20
- Standard Plan ST-21

RESOLUTION NO. 2716

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
ADOPTING CROSSWALK STANDARDS**

WHEREAS, the City of Fowler has previously utilized and adopted improvement standard for construction of public infrastructure facilities; and

WHEREAS, periodic revisions to the improvements standards are necessary to ensure proper, construction and function of city infrastructure and other miscellaneous facilities; and

WHEREAS, standard plan ST-20 provides details for standard crosswalks; and

WHEREAS, standard plan ST-21 provides details for ladder style crosswalks.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that effective immediately, Standard Plan ST-20 and ST-21 is hereby adopted for inclusion in the City Improvement Standards.

PASSED, APPROVED AND ADOPTED this 16th day of April 2024, at a special meeting of the Fowler City Council by the following vote:

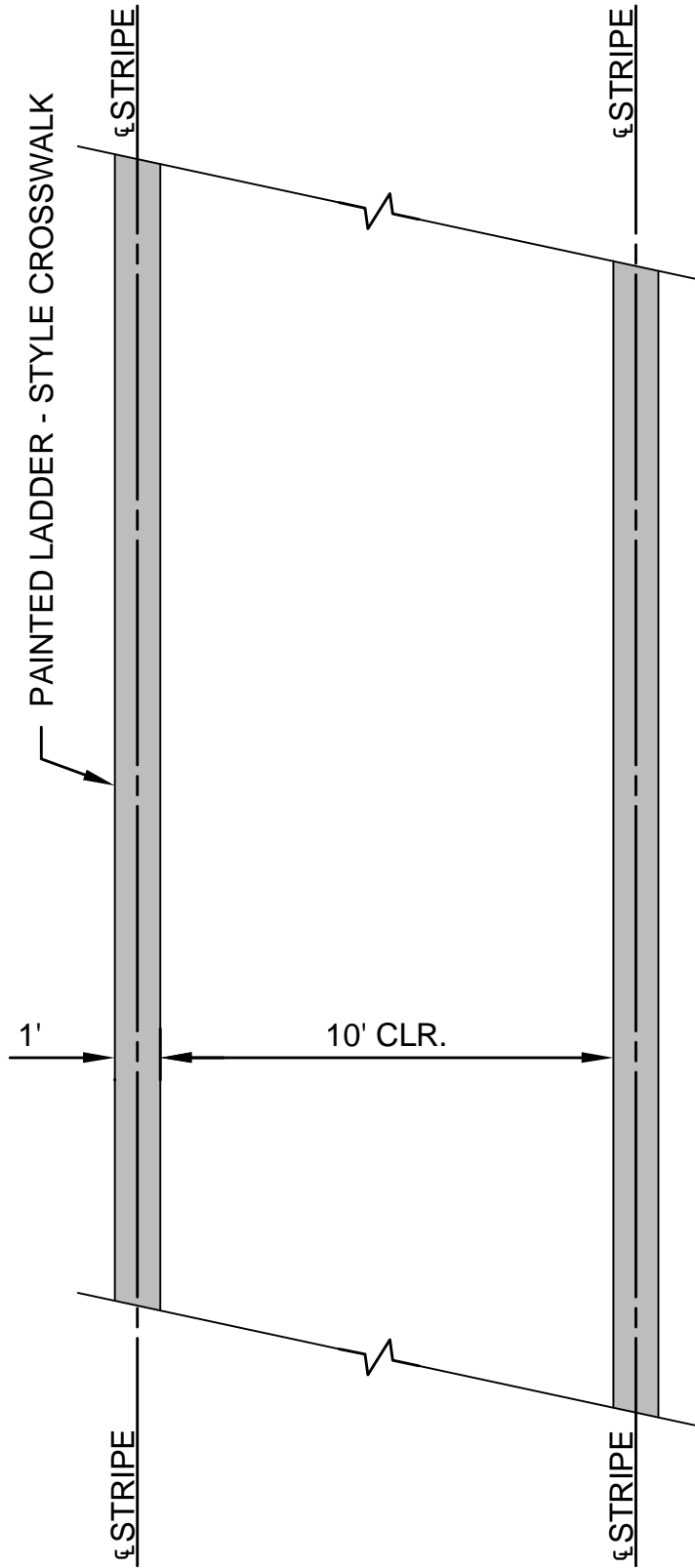
- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk



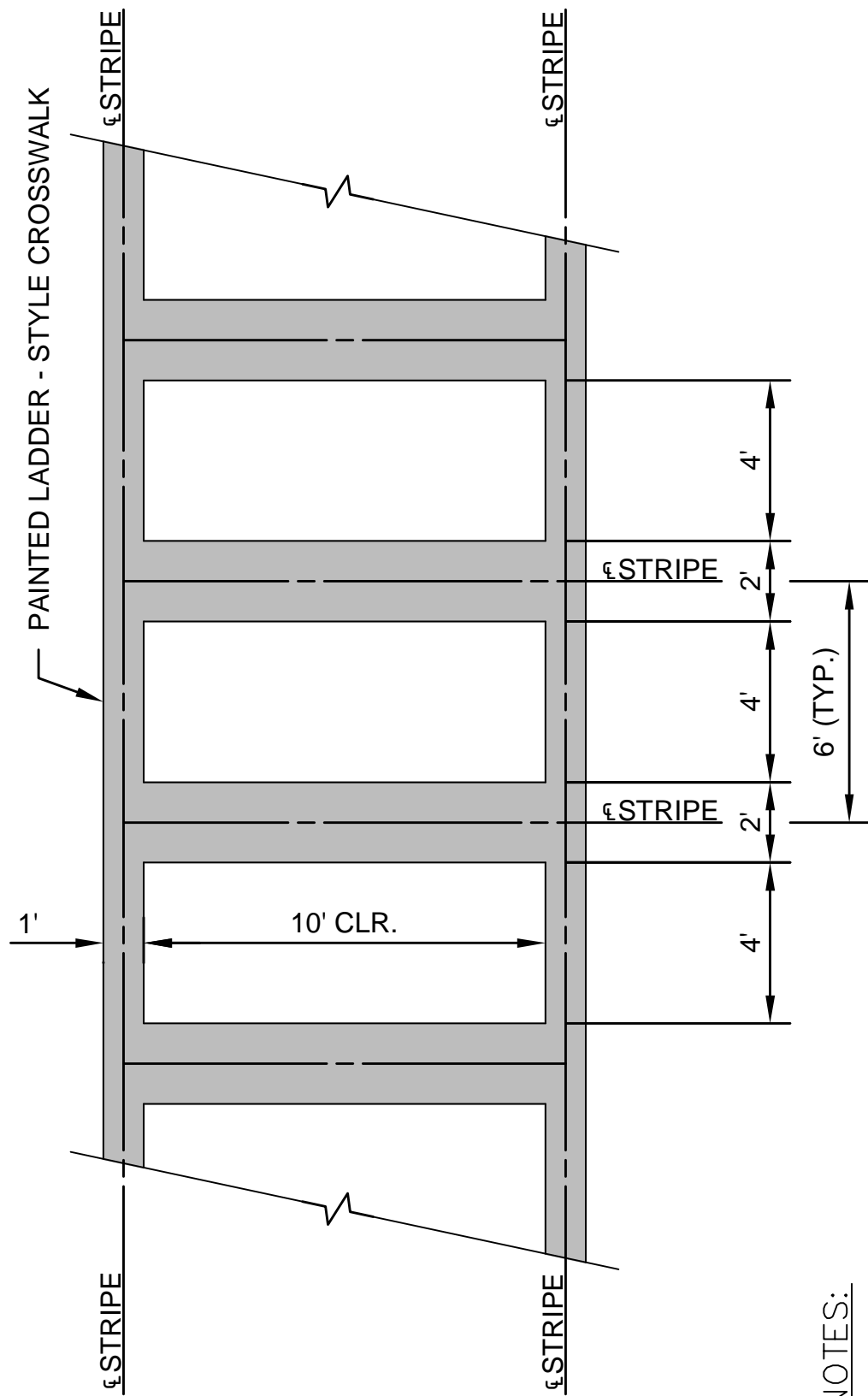
NOTES:

1. PAINT COLOR:
 - WHITE IN NON-SCHOOL ZONES.
 - YELLOW IN SCHOOL ZONES.
2. REFER TO CITY OF FOWLER TECHNICAL SPECIFICATIONS AND THE CALIFORNIA MUTCD (LATEST EDITION).
3. COMPLY WITH CALTRANS SPECIFICATIONS, SECTION 84 "TRAFFIC STRIPES AND PAVEMENT MARKINGS" (EXCEPT SOLVENT BORNE PAINTS).
4. COMPLY WITH SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, RULE NUMBER 460.1 FOR SOLVENT BORNE PAINTS.

REVISION DATE	
APR 24	

CITY OF FOWLER
STANDARD CROSSWALK

STD. DWG.
ST-2
43



NOTES:

1. PAINT COLOR:
 - WHITE IN NON-SCHOOL ZONES.
 - YELLOW IN SCHOOL ZONES.
2. REFER TO CITY OF FOWLER TECHNICAL SPECIFICATIONS AND THE CALIFORNIA MUTCD (LATEST EDITION).
3. COMPLY WITH CALTRANS SPECIFICATIONS, SECTION 84 "TRAFFIC STRIPES AND PAVEMENT MARKINGS" (EXCEPT SOLVENT BORNE PAINTS).
4. COMPLY WITH SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, RULE NUMBER 460.1 FOR SOLVENT BORNE PAINTS.

REVISION DATE	
APR 24	

CITY OF FOWLER
LADDER CROSSWALK

STD. DWG.
ST-2
44



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: April 16, 2024

FROM: THOMAS W. GAFFERY IV, Assistant City Manager

SUBJECT: Actions pertaining to professional services agreements with Provost & Pritchard Consulting Group

- i. APPROVE a first amendment to the on-call planning services agreement in the amount of \$200,000 and extending the term through June 30, 2025
- ii. APPROVE a third amendment to the on-call engineering services agreement in the amount of \$220,000

EXECUTIVE SUMMARY

These amendments are necessary for the ongoing provision of city planning and city engineering services to advance public and private development, economic development, and provision of services and public utilities to the residents of Fowler.

BACKGROUND

Provost & Pritchard Consulting Group (P&P) has provided on-call planning services for the City Fowler for many years, and on-call engineering services since January 2023. Dawn Marple has been the assigned City Planner since 2016. Soo Ho Park has been the assigned City Engineer since 2023. In addition, City projects are supported by numerous P&P staff including inspectors, surveyors, planners, engineers, and others.

As identified in the March 5, 2024 City Council item “Receive and File an Update on Capital Projects,” the are numerous high-priority infrastructure projects underway and P&P’s engagement in these projects has been critical to their success and essential to maintain the aggressive timelines. In addition, P&P has also been instrumental in securing millions of dollars in grant funding including the Well 9 project, Merced streetscape project, water system interconnection project, bike, pedestrian, and trails master plan, and others.

On-call planning services provide city planning and development functions such as pre-development consulting, entitlement processing, preparation of environmental documents, plan check, and inspections. This first amendment to the on-call planning services agreement in the amount of \$200,000 brings the total contract amount to \$400,000, and it also extends the term of the agreement from June 30, 2024 to June 30, 2025.

On-call engineering services include pre-development consulting, plan check, inspections, review of maps, approval of traffic control plans, oversight of City capital projects and developer construction of City improvements, and oversight of the City’s special assessment process. This third amendment to the on-call engineering services agreement in the amount of \$220,000 brings the total contract amount to \$490,000.

PUBLIC NOTICE

This item does not require a public hearing and was noticed with the City Council Agenda.

ENVIRONMENTAL REVIEW

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

GENERAL PLAN CONSISTENCY

On-call planning and engineering services support the implementation of all General Plan Goals, Policies, and Action Items.

FISCAL IMPACT AND PROCUREMENT PROCESS

Expenses for on-call planning and engineering services are included in the fiscal year 2023/24 adopted budget. These expenses can vary from year-to-year based on the level of private sector development, the number of grant-funded projects and grant applications underway, and construction activity occurring in the City. Additionally, many of these costs are offset by developer fees for services and grant reimbursements. As these awards are over \$50,000, they are being brought for City Council consideration, per the City’s Purchasing Policy.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- First Amendment to the On-Call Planning Services Agreement
- Third Amendment to the On-Call Engineering Services Agreement
- On-Call Planning Services Agreement (June 20, 2023)
- On-Call Engineering Services Agreement (January 18, 2023)

FIRST AMENDMENT TO THE JUNE 20, 2023 PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLANNING SERVICES BETWEEN THE CITY OF FOWLER AND PROVOST & PRITCHARD CONSULTING GROUP

- A. The City of Fowler (“City”) desires modifications to the services beyond the scope of the Professional Services Agreement for on-call planning services dated June 20, 2023 (“Agreement”).
- B. The total amount to be paid by the City to Provost & Pritchard Consulting Group as stated in Section 4 of the Agreement is Two Hundred Thousand Dollars (\$200,000) per fiscal year for on-call planning services. This First Amendment adds another two hundred thousand dollars (\$200,000) for a total contract amount of four hundred thousand dollars (\$400,000).
- C. The term of the agreement shall continue until June 30, 2025.
- D. All other terms and conditions remain unchanged. It is the intention of the parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on April 16, 2024.

PROVOST & PRITCHARD ENGINEERING GROUP, INC. DBA PROVOST & PRITCHARD CONSULTING GROUP

CITY OF FOWLER

Heather Bashian
Director of Operations

Wilma Tucker
City Manager

Date: _____

Date: _____

455 West Fir Avenue
Clovis, CA 93611
(559) 449-2700

128 South 5th Street
Fowler, CA 93625
(559) 834-3113

THIRD AMENDMENT TO THE JANUARY 18, 2023 PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES BETWEEN THE CITY OF FOWLER AND PROVOST & PRITCHARD CONSULTING GROUP

- A. The City of Fowler (“City”) desires modifications to the services beyond the scope of the Professional Services Agreement for on-call civil engineering services dated January 18, 2023 (“Agreement”).
- B. The total amount to be paid by the City to Provost & Pritchard Consulting Group as stated in Section 4 of the Agreement is One Hundred Twenty Thousand Dollars (\$120,000) per fiscal year for on-call civil engineering services.
 - a. A First Amendment in the amount of fifty thousand dollars (\$50,000) was approved by City Council on May 2, 2023 for project management services for the 1,2,3-Tricholopropane Treatment at the City of Fowler Well 7 engineering design project, and the Well 9 engineering design project.
 - b. A Second Amendment in the amount of one hundred thousand dollars (\$100,000) was approved by City Council on December 19, 2023. for on-call civil engineering services.
 - c. This Third Amendment adds another two hundred twenty thousand dollars (\$220,000) on-call civil engineering services for a total contract amount of four hundred ninety thousand dollars (\$490,000).
- C. All other terms and conditions remain unchanged. It is the intention of the parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment on April 16, 2024.

PROVOST & PRITCHARD ENGINEERING GROUP, INC. DBA PROVOST & PRITCHARD CONSULTING GROUP

CITY OF FOWLER

Heather Bashian
Director of Operations

Wilma Tucker
City Manager

Date: _____

Date: _____

455 West Fir Avenue
Clovis, CA 93611
(559) 449-2700

128 South 5th Street
Fowler, CA 93625
(559) 834-3113

**CITY OF FOWLER
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Provost & Pritchard Engineering Group, Inc., d.b.a., Provost & Pritchard Consulting Group, a California corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on June 20, 2023 ("Effective Date").

RECITALS

- A. City desires to obtain services for on-call planning services ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City, and continue with the Services until June 30, 2024 ("Completion Date"). This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.
4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement on a "time-and-materials" basis according to rate(s) set forth in **Exhibit A**. The total amount paid by City to Consultant for the Services shall not exceed two hundred thousand dollars (\$200,000) per fiscal year. The hourly rates in Exhibit A are effective through June 30, 2024 and may be renegotiated through a formal written request.

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless

otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Consultant and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and professional judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including without limitation applicable law for properly safeguarding any financial data and information obtained from City necessary to perform the Services.

7. [Reserved]

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. City

agrees that if any of the Work Product are re-used or modified and re-used on another project and Consultant is not retained to provide services in connection with such or re-use, Owner shall indemnify and hold Consultant harmless from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by Consultant and caused by such re-use or modified re-use. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. Nothing herein restricts Consultant from using its standard details and conventions to provide professional services to other clients. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. [Reserved]

14. Conflicts of Interest. Consultant represents that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Consultants. This Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City or Consultant: For Convenience. Either party may, at their discretion, terminate this Agreement for convenience and without cause upon ninety (90) days prior written notice to the other party. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to service of the written notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

e. Non-Appropriation; Lack of Available Funds. The parties acknowledge that the Services to be performed under this Agreement are expected to extend beyond the City's budgeted fiscal year. If, during the term of this Agreement, or any renewal term, as applicable, the City budget does not appropriate sufficient funds for this Agreement, then City may elect to terminate this Agreement, at its sole discretion, by giving thirty (30) days' prior written notice of termination to Consultant. Upon termination of the Agreement under this section, the City shall have no further liability to pay any funds to the Consultant or to furnish any other consideration under this Agreement, and the Consultant shall not be obligated to perform any provisions of this Agreement or to provide services intended to be funded pursuant to this Agreement. If partial funds are appropriated or provided, the City shall have the option to either terminate this Agreement with no liability to the City or offer an amendment to the Consultant to reflect the reduced amount. The City represents and warrants that (i) as of the Effective Date, it has appropriated the funds for this Agreement for the current fiscal year and (ii) it shall not use the foregoing right to terminate for non-appropriation as a means to terminate for convenience. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. City budget decisions are subject to the discretion of the City Council.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services and the safeguarding of any financial data and information obtained from City necessary to perform the Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business license from City and pay the applicable business license fee to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented,

the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. [Reserved]

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

32. Non-Discrimination. Consultant shall not discriminate based on any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

33. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 17 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

34. Licensing. Consultant shall also obtain and maintain a City of Fowler Business License prior to commencing performance of the Services.


35. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable,

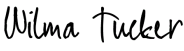
including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

**PROVOST & PRITCHARD
CONSULTING GROUP**

CITY OF FOWLER

DocuSigned by:

190129BD4E2A4FC...
Heather Bashian, PE
Director of Operations
Date: 6/21/2023


DocuSigned by:

E3D1A67B552E435...
Wilma Tucker
City Manager
Date: 6/21/2023

Provost & Pritchard Consulting Group, Inc.
455 West Fir Avenue
Clovis, CA 93611
(559) 449-2700

City of Fowler
128 South 5th Street
Fowler, CA 93625
(559) 834-3113

Approved as to Form:

Attest:

DocuSigned by:

B59824A67AE642F...
Scott G. Cross
City Attorney
Date: 6/26/2023


DocuSigned by:

19205EE27F794BD...
Angela Vasquez
City Clerk
Date: 6/26/2023

EXHIBIT A

Scope of Services

PROVOST & PRITCHARD

CONSULTING GROUP

Section 7, Item F.

455 W Fir Ave • Clovis, CA 93611-0242 • Tel: (559) 449-2700
www.provostandpritchard.com

June 13, 2023

Thomas W. Gaffery, IV
Community and Economic Development Director
City of Fowler
128 S. Fifth Street
Fowler, CA 93625

RE: City of Fowler On-Call Planning Services

Dear Mr. Gaffery:

We understand that Dawn Marple has been providing contract planning services to the City of Fowler since 2016. Provost & Pritchard greatly appreciates the opportunity to continue the role currently filled by Dawn Marple.

- City office hours would be provided two (2) days per week on Tuesday and Wednesdays. Regular office hours would be from 9:00 AM until 5:00 PM, or as directed by the City Manager.
- The assigned Provost & Pritchard principal planner is Dawn Marple. Additional members of Provost & Pritchard's planning staff would be made available, as directed by the City Manager.
- Office hours would be serviced by Dawn Marple or other planners, as assigned.
- Dawn Marple would be available for 16 hours a week, as needed. An Assistant Planner or Associate Planner would be available for 8 hours per week, as needed.
- The City Council generally meets on the 1st and 3rd Tuesday of the month at 6:00 pm. Dawn Marple is the assigned planner for these meetings, as needed.
- The Planning Commission generally meets on the 1st Thursday of the month at 6:30 pm. Dawn Marple is the assigned planner for these meetings, as needed.
- Except at the direction of the City Manager, Provost & Pritchard would try to avoid having more than one planner participate in or attend the same task (e.g., Planning Commission meeting).
- The rates charged to the City for office hours for principal planner Dawn Marple will be at \$147/hr. All Project-specific hours will be charged in accordance with the table attached (See Attachment A) for the time periods outlined.
- Other staff types would be billed consistent with our fee schedule, in effect at the time the work is completed.
- At the request of the City Council, Provost & Pritchard will not charge a markup on mileage reimbursements, but instead will charge at the Internal Revenue Service (IRS) established mileage rate (currently \$0.655 per mile but subject to change at the discretion of the IRS).

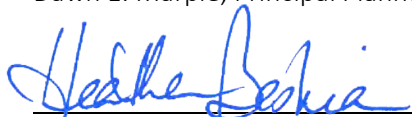
Provost & Pritchard will provide the following consulting planning services at the direction of the City Manager and/or Community Development Director.

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- Coordination with City Staff, including the City Manager, City Attorney, City Engineer, Public Works Director, Community Development Director, and Police Department on planning matters and the preparation of resolutions, ordinances and municipal code amendments.
- Processing of planning applications, including site plans, use permits, plan amendments, rezones, annexations, and parcel/tract maps. Processing services include preliminary applicant meetings; review of applications; coordination of staff and public agency review; preparation of legal notices; preparation of staff reports and resolutions/ ordinances; presentation at Planning Commission, City Council, and other agency public hearings; and project file close-out.
- Coordination of the CEQA process, including preparation of initial studies, categorical exemptions, and negative declarations; circulation of environmental documents; response to comments; and filing of notices with the County Clerk and State Office of Planning and Research. Coordination of the EIR process as required.
- Coordination with various consultants under contract with the City, applicants, and/or regional agencies, including initial input and review and comment on draft and final reports.
- Preparation of planning documents, including the Housing Element, Zoning Ordinance, General Plan update, and redevelopment plans. Major planning projects may be subject to separate proposal and agreement.
- Attendance and representation at meetings on regional issues, including Fresno County, Fresno LAFCO, and Fresno COG.
- Other such matters as may be directed from time to time by the City Manager.

Respectfully,
Provost & Pritchard Consulting Group


Dawn E. Marple, Principal Planner


Heather Bashian, Director of Operations

Attachment A: City of Fowler Hourly Rate Schedule

City of Fowler
On-Call Planning Services

June
Section 7, Item F.
Page 3 of 3

Attachment A: City of Fowler Hourly Rate Schedule

PROVOST & PRITCHARD CONSULTING GROUP

Section 7, Item F.

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City of Fowler Hourly Rate Schedule (Effective 7/1/2023 to 6/30/2024)

<u>CLASSIFICATION</u>	<u>PROJECT RATE</u>
Fowler City Planner	\$188
Principal Planner	\$188
Senior Planner	\$173
Associate Planner	\$138
Assistant Planner	\$110
Principal Biologist	\$138
Associate Biologist	\$164
Assistant Biologist	\$172
Administrative Assistant	\$100
Project Administrator	\$108

Reimbursables

(Effective 7/1/2023 to 6/30/2024)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	Current IRS Rate
Direct Costs	Actual Cost

Provost & Pritchard Consulting Group will perform services on a time and materials basis, in accordance with the above Fee Schedule. These fees will be invoiced monthly, as they are accrued, including reimbursable expenses.

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Clovis • Visalia • Bakersfield • Modesto • Los Banos • Chico • Sacramento • Sonora • San Luis Obispo • Boise, ID
www.provostandpritchard.com • info@ppeng.com

EXHIBIT B

Insurance Requirements

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit B**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000 per occurrence or claim and \$1,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Automobile Liability Insurance in an amount not less than \$2,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(ii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iii) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(iv) Any deductibles or self-insured retentions must be declared to and approved by the City of Fowler. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

**CITY OF FOWLER
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Provost & Pritchard Engineering Group, Inc., d.b.a., Provost & Pritchard Consulting Group, a California corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on January 18, 2023 ("Effective Date").

RECITALS

- A. City desires to obtain services for on-call engineering services ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

- 1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
- 2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant’s liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
- 3. Term of Agreement; Commencement of Services; Schedule. Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City, and continue with the Services until June 30, 2026 (“Completion Date”). This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.
- 4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement on a “time-and-materials” basis according to rate(s) set forth in **Exhibit A**. The total amount paid by City to Consultant for the Services shall not exceed one hundred twenty thousand dollars (\$120,000) per fiscal year. Work for City projects and on-call services shall be billed at the “General Fund Rate.” Work for projects which are reimbursed by developer fees shall be billed at the “Non-General Fund Rate.” The hourly rates in Exhibit A are effective through June 30, 2024 and may be renegotiated through a formal written request.

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit

monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Consultant and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and professional judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including without limitation applicable law for properly safeguarding any financial data and information obtained from City necessary to perform the Services.

7. [Reserved]

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the

property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. City agrees that if any of the Work Product are re-used or modified and re-used on another project and Consultant is not retained to provide services in connection with such or re-use, Owner shall indemnify and hold Consultant harmless from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by Consultant and caused by such re-use or modified re-use. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. Nothing herein restricts Consultant from using its standard details and conventions to provide professional services to other clients. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. [Reserved]

14. Conflicts of Interest. Consultant represents that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Consultants. This Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City or Consultant: For Convenience. Either party may, at their discretion, terminate this Agreement for convenience and without cause upon ninety (90) days prior written notice to the other party. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to service of the written notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

e. Non-Appropriation; Lack of Available Funds. The parties acknowledge that the Services to be performed under this Agreement are expected to extend beyond the City's budgeted fiscal year. If, during the term of this Agreement, or any renewal term, as applicable, the City budget does not appropriate sufficient funds for this Agreement, then City may elect to terminate this Agreement, at its sole discretion, by giving thirty (30) days' prior written notice of termination to Consultant. Upon termination of the Agreement under this section, the City shall have no further liability to pay any funds to the Consultant or to furnish any other consideration under this Agreement, and the Consultant shall not be obligated to perform any provisions of this Agreement or to provide services intended to be funded pursuant to this Agreement. If partial funds are appropriated or provided, the City shall have the option to either terminate this Agreement with no liability to the City or offer an amendment to the Consultant to reflect the reduced amount. The City represents and warrants that (i) as of the Effective Date, it has appropriated the funds for this Agreement for the current fiscal year and (ii) it shall not use the foregoing right to terminate for non-appropriation as a means to terminate for convenience. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. City budget decisions are subject to the discretion of the City Council.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services and the safeguarding of any financial data and information obtained from City necessary to perform the Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business license from City and pay the applicable business license fee to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. [Reserved]

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either

party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

32. Non-Discrimination. Consultant shall not discriminate based on any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

33. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 17 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

34. Licensing. Consultant shall also obtain and maintain a City of Fowler Business License prior to commencing performance of the Services.

35. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall comply with all requirements and

obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

**PROVOST & PRITCHARD
CONSULTING GROUP**

CITY OF FOWLER



Heather Bashian, PE
Director of Operations



Wilma Tucker
City Manager

Date: 1/12/2023


Date: 1/17/23

Provost & Pritchard Consulting Group, Inc.
455 West Fir Avenue
Clovis, CA 93611
(559) 449-2700

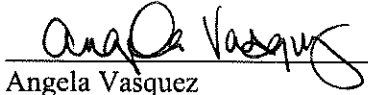
City of Fowler
128 South 5th Street
Fowler, CA 93625
(559) 834-3113

Approved as to Form:

Attest:



Scott G. Cross
City Attorney



Angela Vasquez
Deputy City Clerk

Date: 1/17/23

Date: 1/17/23



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: April 16, 2024
FROM: SOO HO PARK, City Engineer
SUBJECT: RECEIVE AND FILE a Letter Addendum for 2023 Water Rate Study Report

EXECUTIVE SUMMARY

To align with the Prop 218 notices that were correctly noticed, the attached letter addendum corrects the first fiscal year of the rate increase to be associated with FY24/25 in the 2023 Water Rate Study Report.

BACKGROUND

The 2023 Water Rate Study Report (“Report”) was finalized by DTA on January 29, 2024, and presented to the City Council on March 5, 2024. During public meetings leading up to the approval, the City Council and the public were presented rate comparisons between the current rate in effect and the proposed first year of rate increases presented in the Report (FY 23/24). Because the proposed rates were not approved to take effect beginning last year, the proposed 5-year rate schedule in the Report should have been updated to reflect the first year beginning with FY 24/25 on July 1, 2024. The public hearing notices required by Proposition 218 and related implementing legislation reflect the accurate proposed 5-year rate schedule as follows:

Proposed City of Fowler Water Rates Schedule

Residential, Commercial, Institutional (All Land Uses other than Industrial Property)

Fiscal Year	24/25	25/26	26/27	27/28	28/29
Effective Date	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Base Rate up to 12,000 Gallons per Month	\$26.35	\$27.67	\$29.05	\$30.50	\$32.03
Per Additional 1,000 Gallons per Month	\$4.74	\$4.98	\$5.23	\$5.49	\$5.77

Industrial Property Only

Fiscal Year	24/25	25/26	26/27	27/28	28/29
Effective Date	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Base Rate up to 12,000 Gallons per Month	\$40.15	\$42.16	\$44.27	\$46.48	\$48.80
Per Additional 1,000 Gallons per Month	\$4.02	\$4.22	\$4.43	\$4.65	\$4.88

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

This item does not constitute a “project” pursuant to the California Environmental Quality Act

GENERAL PLAN CONSISTENCY

This item is consistent with:

Policy PF-17

Continue to establish development fees and user rates that are sufficient to operate, maintain, and upgrade (for current and future regulatory requirements) the City’s water, wastewater, and stormwater infrastructure.

FISCAL IMPACT AND PROCUREMENT PROCESS

There is no fiscal impact associated with receiving this information. This item does not include any procurement action.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Letter Addendum to the 2023 Water Rate Study Report



April 10, 2024

TO: FOWLER CITY COUNCIL

FROM: SOO HO PARK, CITY ENGINEER

SUBJECT: Letter Addendum to the 2023 Water Rate Study Report

As you know, DTA began work on the 2023 Water Rate Study Report (“Report”) in early 2023 utilizing water consumption data and water system operational data from the 2022 water year. The proposed water rate schedule originally prepared in the Report reflected a 5-year rate schedule going into effect beginning with fiscal year 23/24 on July 1, 2023. However, as a result of feedback from the City Council during presentations of the draft Report at City Council meetings in 2023, the proposed rate structure was revised to satisfy the City Council’s desire to deliver the most equitable rates for all water users in the City.

The final Report was completed by DTA on January 29, 2024, and presented to the City Council on March 5, 2024. During public meetings leading up to the approval, the City Council and the public were presented rate comparisons between the current rate in effect and the proposed first year of rate increases presented in the Report (FY 23/24). Because the proposed rates were not approved to take effect beginning last year, the proposed 5-year rate schedule in the Report should have been updated to reflect the first year beginning with FY 24/25 on July 1, 2024. The public hearing notices required by Proposition 218 and related implementing legislation reflect the accurate proposed 5-year rate schedule as follows:

Proposed City of Fowler Water Rates Schedule

Residential, Commercial, Institutional (All Land Uses other than Industrial Property)

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Industrial Property Only

Fiscal Year	24/25	25/26	26/27	27/28	28/29
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Per Additional 1,000 Gallons per Month	\$4.02	\$4.22	\$4.43	\$4.65	\$4.88



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: April 16, 2024

FROM: DAWN E. MARPLE, City Planner

SUBJECT: PROVIDE STAFF DIRECTION to initiate a General Plan Amendment pertaining to the Economic Development Focus Area

EXECUTIVE SUMMARY

The City of Fowler 2040 General Plan (General Plan) contains an Economic Development Focus Area (EDFA), roughly centered around Adams and Clovis Avenues. The General Plan directs staff, within one year of adoption, to consider alternative land uses.

BACKGROUND

On April 18, 2023, the Fowler City Council adopted the General Plan, setting land use designations and policies in order to serve the growth of the City through the year 2040. In developing land uses, an EDFA was established (Attachment 1). The intent of the EDFA is to foster an area of the City where commercial and industrial uses would be concentrated and where new businesses would create jobs for the residents of the City.

Recently, staff have been approached by property owners within portions of the EDFA. The property owners have conducted preliminary investigations regarding a potential project that would require amendment to the land uses within the EDFA and beyond.

Staff will study alternative land uses, consult with property owners, evaluate General Plan Environmental Impact Report implications, and present recommendations at subsequent Planning Commission and City Council meetings.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

GENERAL PLAN CONSISTENCY

This action is consistent with the following General Plan policies and action items:

General Plan Policy ED-3

Pursue a program of tax base expansion to include both industrial and market area commercial uses, particularly within the identified Economic Development Focus Area (EDFA) as shown in Figure 10-1.

General Plan Action Item ED-3a

One year following adoption of the General Plan, consider alternative land uses within the EDFA that would be compatible with and facilitate current market trends, contribute to Fowler's tax base, and support Fowler's Economic Development Strategy. Additional areas may be considered based on conditions at the time of evaluation.

FISCAL IMPACT AND PROCUREMENT PROCESS

Proceeding with a General Plan Amendment will result in staff time utilization. However, it will be potentially offset by future economic development activities.

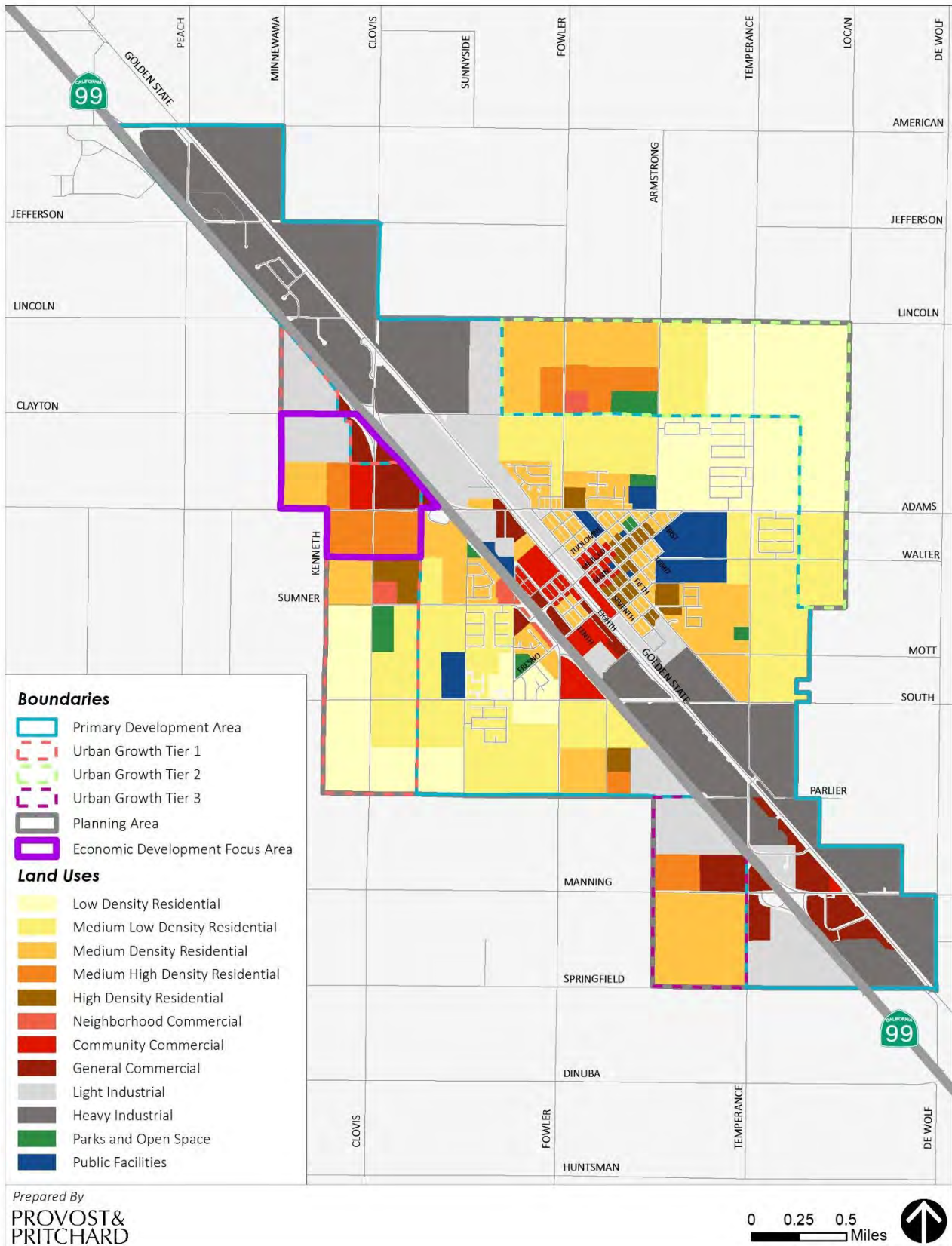
CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Attachment 1: EDFA Map

Attachment 1: EDFA Map





CITY COUNCIL OF THE CITY OF FOWLER

REPORT TO THE CITY COUNCIL

DATE: April 16, 2024

FROM: MICHAEL REID, Police Chief

SUBJECT: APPROVE an agreement in an amount not to exceed \$855,545.00 with the Vanir Company to provide construction management and project management for the David T. Cardenas Senior Center and Police Headquarters; authorize the City Manager to negotiate and execute the agreement.

EXECUTIVE SUMMARY

Approval of this item will allow the City of Fowler to enter into a professional services agreement with an experienced construction management firm as an owner’s representative to ensure that timelines are met, and that cost efficiencies and value engineering is provided for the David T. Cardenas Senior Center and Police Headquarters project.

BACKGROUND

The City solicited a Request for Qualifications (RFQ) for firms to provide construction management and project management for the David T. Cardenas Senior Center and Police Headquarters. The RFQ was posted on the PlanetBids online portal. Several firms engaged and expressed interest and ultimately one RFQ response was submitted by Vanir. Staff conducted an interview, made a site visit of recent public safety centers completed by Vanir, and has initiated follow-up negotiations. Based on past performance and experience with similar projects, staff determined Vanir to be experienced and well-qualified to perform the scope of work.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), an agency must complete environmental review prior to committing itself to a definite course of action in regard to a proposed project (CEQA Guidelines Section 15352). Environmental review must occur as early as feasible in the planning process to enable environmental considerations to influence project program and design, yet late enough to provide meaningful information for environmental assessment (CEQA Guidelines Section 15004(b)).

At this time, the City Council is not taking any action that would constitute approval of a Project.

The City Council retains full discretion either to approve or disapprove the project. The appropriation of funds for further study is therefore exempt from environmental review pursuant to CEQA Guidelines, Section 15262 (feasibility and planning studies for possible future actions that have not been approved, adopted, or funded), as well as the general rule that CEQA only applies to “projects” that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines, Section 15061(b)(3)).

GENERAL PLAN CONSISTENCY

Goal CDES-1

Through community design, Fowler fosters and reinforces the City’s unique sense of place.

Goal CDES-3

Downtown Fowler is preserved and enhanced as the primary cultural and civic core of the community.

Policy CDES-10

Improvements to older buildings in the downtown area and throughout the City should enhance rather than weaken the original character of such buildings.

Policy CH-2

Promote walking and bicycling and reduce vehicle miles traveled by allowing complementary land uses in close proximity to one another.

Goal OS-3

Recreational programming and facilities meet the needs of community members of all ages and abilities.

Policy OS-16

Ensure that community centers provide sufficient space to conduct civic meetings, recreational programs, and social activities to meet the needs of residents. The City should aim to meet the standard of one meeting room per 7,500 residents. Community centers should serve the needs of seniors; families with children; and teens. Locate a new Community Center within or adjacent to parks or downtown.

Goal PF-1

Fowler provides reliable public facilities, utilities, and community services that meet the needs of the existing community and planned growth. PP Goal PF-2 Fowler maintains and manages the orderly and efficient expansion of public facilities, utilities, and community services.

Policy PF-8

Provide City departments with adequate office and building space for employee workspace and equipment storage.

FISCAL IMPACT AND PROCUREMENT PROCESS

A line item for this scope of work will be included in the fiscal year 2024/25 proposed budget. The overall project is being funded through a number of revenue sources including Measure N, development impact fees, and State funding secured by Assemblymember Dr. Joaquin Arambula.

This RFQ process was conducted consistent with the City's Purchasing Policy.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Professional Services Agreement
- Exhibit A: Response to RFQ

CITY OF FOWLER
CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

This Contract Services Agreement for Professional Services ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Vanir Construction Management, Inc. ("Vendor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on April 17, 2024 ("Effective Date").

RECITALS

- A. City desires to engage the services of a qualified vendor to provide Construction Management ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated by reference.
- B. Vendor is engaged in the business of providing these Services and hereby warrants and represents that Vendor is qualified, experienced, and capable of providing these Services, and possesses any required licenses, certifications, and/or training necessary thereto.
- C. City desires to contract with Vendor to provide these Services on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Vendor agree as follows:

AGREEMENT

1. Scope of Work. Vendor agrees to perform the services as more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). Changes in the scope of Services, including work incidental to the Services, shall be made in writing and particularly describe the changes in Services, payment/costs, and schedule/term, as applicable.
2. Schedule. City and Vendor shall mutually agree on a schedule for performing the Services. The schedule shall be subject to modification based on the City's operational needs. City will notify Vendor in advance of any modification to the schedule.
3. Term of Agreement; Commencement of Services. The term of this Agreement shall begin on the Effective Date and shall terminate on January 19, 2026, unless extended by mutual written agreement of the Parties. Notwithstanding the preceding sentence, this Agreement may be terminated during the term in accordance with Section 17 herein.
4. Payment for Services. City shall pay Vendor for the Services performed pursuant to this Agreement as follows: TIME AND MATERIAS, The total amount paid by City to Vendor pursuant to this Agreement shall not exceed Eight Hundred Fifty-Five Thousand Five Hundred and Forty-Five Dollars (\$855,545.00).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Vendor for Services satisfactorily performed pursuant to this Agreement. Vendor shall submit an invoice to City containing detailed billing information regarding the Services provided and City shall tender payment to Vendor within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Vendor and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Vendor is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Vendor is free from

the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Vendor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Vendor's employees or subcontractors, any claim or right of action against City.

6. Vendor Representations; Standard of Care; Compliance with Law. Vendor represents that Vendor and any subcontractors utilized by Vendor are and will be qualified in the field for which Services are being provided under this Agreement, and Vendor and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Vendor and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including anti-discrimination and anti-harassment laws. Vendor shall comply with all Labor Code requirements for public works projects if applicable to Vendor's work under this Agreement.

7. [Reserved]

8. Subcontractor Provisions. Vendor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Vendor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Vendor; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Vendor is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Vendor shall keep complete records showing the type of Services performed. Vendor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Vendor and its subcontractors for inspection and audit purposes. Vendor shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Vendor under this Agreement.

11. [Reserved]

12. [Reserved]

13. City Name and Logo. Vendor shall not use City's name or insignia, photographs relating to the City projects or work for which Vendor's services are rendered, or any publicity pertaining to the Vendor's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

14. Conflicts of Interest. Vendor warrants that neither Vendor nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Vendor's or its employees' performance of the Services. Vendor further warrants that neither Vendor nor any of its employees have real property, business interests or income that will be affected by the Services. Vendor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Vendor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Vendor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Vendor or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Vendors. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Vendor, this Agreement and the performance of the Services are non-exclusive and City reserves the right to employ other vendors or contractors in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Vendor. Upon receipt of a termination notice pursuant to this subsection, Vendor shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Vendor: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Vendor Upon Termination. Vendor shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Vendor's compensation has not become due, Vendor shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Vendor's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Vendor shall promptly discontinue all Services affected, unless the notice of termination directs otherwise.

18. Insurance. Vendor shall satisfy the insurance requirements set forth in **Exhibit B**.

19. Indemnity and Defense. Vendor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, and agents harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature to the extent arising out of actual acts, errors, omissions or negligence of Vendor or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's partial or sole negligence or willful misconduct and the damages will be according to each party's proportional share of liability as determined by a court or arbitrator, subject to any limitations imposed by law. Vendor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. Taxes. Vendor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Vendor as a result of the sale of the Equipment and/or performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Vendor, its employees, agents, and representatives. Vendor agrees to obtain and maintain a

business license from City and pay the applicable business license fee to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Vendor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Vendor shall not assign the payment of any monies due Vendor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Vendor directly to Vendor.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

23. Entire Agreement. This Agreement, including any referenced Exhibits, represents the entire agreement between City and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Vendor in the County of Fresno, California. Vendor shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

32. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Vendor have executed this Agreement on the date(s) set forth below.

VANIR CONSTRUCTION MANAGEMENT, INC.

CITY OF FOWLER

Jerry Avalos
Jerry Avalos
President

Wilma Tucker
City Manager

Date: 4/11/2024

Date: _____

4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
(916) 575-8888

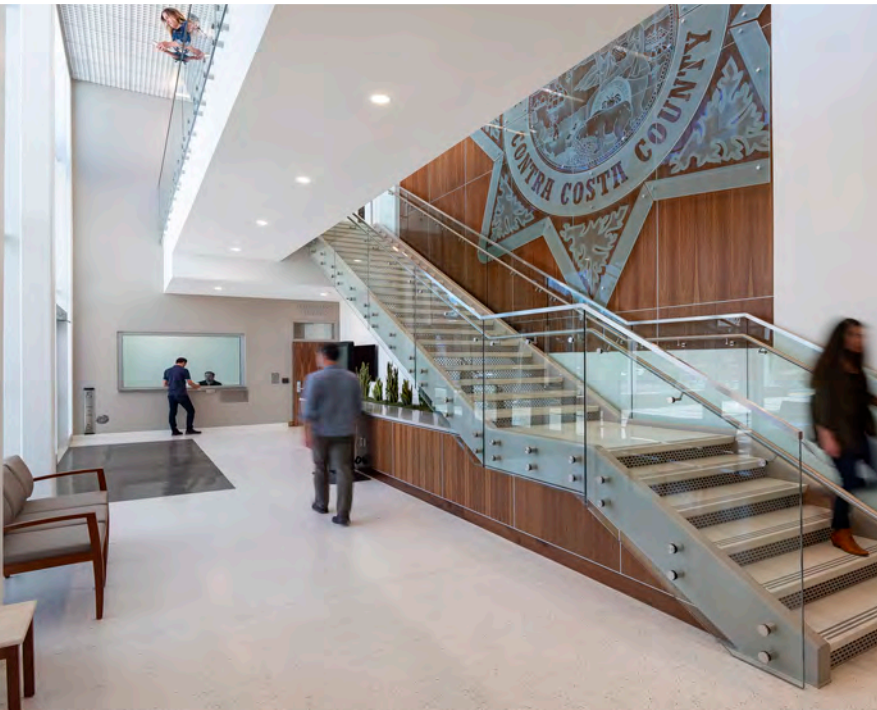
128 South 5th Street
Fowler, CA 93625
559) 834-3113

EXHIBIT A

SCOPE OF SERVICES



Solutions for Success



March 29th, 2024

The City of Fowler

Construction Management and Project Management Services for the
David T. Cardenas Senior Center and Police Headquarters

Submitted via PlanetBids



TABLE OF
CONTENTS



2	Introductory Letter
4	Section 1: Firm's Experience
7	Section 2: References
9	Section 3: Staff Experience
31	Section 4: Contract Terminations
32	Section 5: Rate Schedule



March 29, 2024

City of Fowler
128 South Fifth Street
Fowler, CA 93625

Attn: Raul Carrillo, Members of the Selection Committee

RE: RFQ for Construction Management and Project Management Services for the David T. Cardenas Senior Center and Police Headquarters

We at **Vanir Construction Management, Inc. (Vanir)** are thrilled for the opportunity to support the City of Fowler in your latest endeavor: the construction of the new 16,418 square foot facility that will serve as both the new Police Department headquarters and a Senior Center. This \$4 million project, largely funded by a \$4 million allocation from the California State General Fund secured by Assembly member Dr. Joaquin Arambula, holds immense significance for Fowler's future.

Named after Fowler's late Mayor David T. Cardenas, we understand that this legacy project is not only a tribute but also a vital investment in enhancing public safety services and supporting Fowler's senior community well into the future. The co-located facility will provide the Fowler Police Department with expanded, purpose-built headquarters, while also delivering a state-of-the-art Senior Center with improved amenities like an upgraded kitchen and better accessibility for seniors.

★ *Vanir, established in 1964, has evolved into a distinguished leader in the industry, providing over 60 years of unmatched expertise in program, project, and construction management, earning recognition as a trusted authority nationwide. Vanir Construction Management, Inc., is a California C Corporation (non-franchise) established in 1980 as a subsidiary of Vanir.* Our extensive experience includes expertise in managing demolition projects and executing design-bid-build contracts.

Our team brings unparalleled expertise to ensure the success of this project, understanding the intricacies of demolition and design-bid-build processes. We have successfully navigated similar endeavors in the past and are committed to delivering exceptional results.

Expert Leadership: We are proud to propose Roy Magdaleno as Project Director and Mac McDonald as Sr. Construction Manager for this project. Roy brings over 25 years of construction and management experience as a licensed general contractor and certified construction manager, while Mac boasts over 19 years of expertise in both design and construction management. Their combined dedication and expertise make them invaluable assets to our team.

Comprehensive Services: ★ *Vanir offers a complete suite of services, including Our firm's core competencies include complete program, project and construction management (PM/CM) services, including detailed planning, estimating, scheduling, constructability reviews, value engineering and Building Information Modeling (BIM) coordination. We also provide staff augmentation or unbundled, stand-alone services. Our expertise in all project delivery methods includes design-bid-build, designbuild, progressive design-build, lease-leaseback, CM multiple prime, Construction Management at Risk (CMAR) and integrated project delivery.*

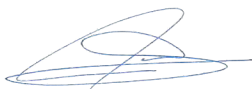
★ *Indicates Compliance with RFQ Requirement for Introductory*

A Leading National Program, Project & Construction Management Firm

Collaborative Culture: At Vanir, we prioritize collaboration and understanding our clients' needs. Our team will work closely with you to address challenges and ensure a unified approach throughout the project lifecycle. We understand the importance of immersing ourselves in our client's activities and projects to grasp not only the specifics but also the day-to-day challenges you face.

We look forward to the opportunity to build a long lasting relationship with the City of Fowler. **Roy Magdaleno** will be the contact person for this proposal, he can be reached at roy.magdaleno@vanir.com or at (559) 647-5708.

Sincerely,
Vanir Construction Management, Inc.



★ Jerry Avalos, CCM
President



Roy Magdaleno, CCM, ASSOC. DBIA
Project Director, Deputy Area Manager

Affiliated Companies

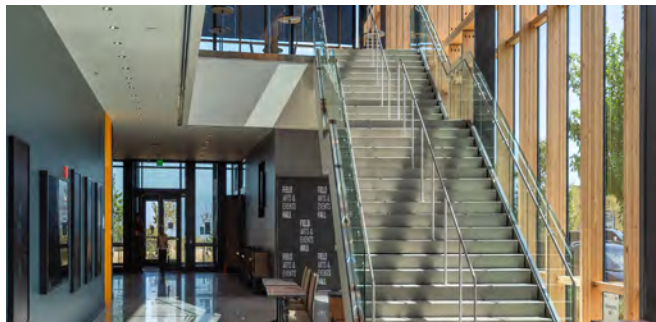
★ **Parent Company of VCM:** Vanir Group of Companies, Inc.
Address: 4540 Duckhorn Drive, Suite 300, Sacramento, CA 95834

Principals/Officers of the Company: Dorene C. Dominguez, Chairman
Jerry Avalos, President
Sam Lee, Treasurer & CFO
Amanda White, Corporate Secretary
Alexander Dominguez, Asst. Secretary

★ **Subsidiary of Vanir Group Companies.:**

Vanir Constructors, LLC

Vanir Construction Management, Inc.



SECTION 1
FIRMS
EXPERIENCE



SIMILAR EXPERIENCE

Provide a list of similar projects and clients your firm has completed work for in the past. The client is the organization your firm had a contract with and who your firm invoiced for compensation. If your firm was a subconsultant, indicate who was the prime consultant and their client. Identify project size by construction cost of the portion of work your firm was responsible for

Vanir stands as a trusted ally to state and local government agencies, municipalities, special districts, and Tribes nationwide. Our unwavering commitment to supporting communities through Public Safety and Public Works projects is at the heart of our mission. Recognizing the vital role of community resources in nurturing vibrant neighborhoods, we prioritize initiatives that enable community growth and resilience.

With a rich portfolio spanning 17 states and over 3,000 projects, we have a proven track record of enhancing community resources. From constructing community centers and healthcare facilities to educational buildings, we not only address infrastructure needs but also cultivate spaces that foster unity and connection. Our approach emphasizes designs that promote accessibility, inclusivity, and sustainability, ensuring that each project serves as a cornerstone for community empowerment.

Moreover, our involvement in critical projects such as police stations and senior centers underscores our commitment to public safety and the well-being of community members. Through collaborative partnerships and comprehensive technical expertise, we tailor our solutions to meet the unique needs and aspirations of the communities we serve, exemplifying our dedication to their lasting prosperity.

To showcase our extensive relevant experience, throughout the next several pages you will find samples of projects that highlight our breadth of experience and projects similar in scope and complexity to the City of Fowler's new David T. Cardenas Senior Center and Police Headquarters facility.



Demolition Experience

Vanir has direct relevant experience managing demolition and site preparation projects for new municipal facilities like the proposed Fowler police headquarters and senior center. Our team has overseen the demolition of existing buildings, utility decommissioning, hazardous materials abatement, and site clearing needed to make way for new construction on constrained sites.

With in-house technical expertise in areas like cost estimating, scheduling, and constructability reviews, Vanir can identify and address potential risks up front to ensure the demolition and site prep phases for Fowler’s new facilities progress smoothly and within budget. Our team has experience interfacing with the necessary regulatory agencies and utilities on similar projects. Below are a few projects members of our proposed team have worked on.



County of Riverside, East County Detention Center

Locations: Indio, California
Client: County of Riverside Economic Development Agency
Square Footage: 600,000
Construction Cost: \$330 Million
Completion: 2022

This involved coordinating demolition across 6.5 acres while proactively addressing challenges such as haz-mat abatement, dust, noise, and impacts on neighboring facilities.

Relevance:

- ✓ Demolition
- ✓ Design-bid-Build
- ✓ Public Service Building

Tulare County Main Jail Demo Project

Location: Visalia, California
Client: Tulare County
Square Footage: 60,000 SF
Construction Cost: TBD
Completion Date: Ongoing
Services: PMCM

The Main Jail has become obsolete and is now slated for demolition. The demolition project will account for maintaining or redistributing utilities to other buildings on the campus.

Relevance:

- ✓ Demolition
- ✓ Design-bid-Build
- ✓ Public Service Building

City of Clovis Fire Station No. 6

Location: Clovis, California
Client: City of Clovis
Square Footage: 7,800 SF
Construction Cost: \$5.3 Million
Completion Date: 2022
Services: PMCM

Loma Vista is the first of three urban centers being developed in Clovis to accommodate the rapid growth of the Fresno/Clovis metropolitan area.

Relevance:

- ✓ Demolition
- ✓ Design-bid-Build
- ✓ Public Service Building

Knowledge and Experience with City CIP Procedures and Projects

Vanir excels in managing city Capital Improvement Plans (CIPs), crucial blueprints that outline anticipated capital projects spanning five to ten years. These plans encompass diverse initiatives, from infrastructure upgrades to facility expansions, aimed at enhancing urban services and residents' quality of life. Vanir's expertise lies in navigating the complexities of CIPs, from project identification to execution, ensuring alignment with community needs and strategic priorities. Their proficiency extends to cost estimation, financing strategies, and project scheduling, guaranteeing that each project aligns with the city's long-term objectives.

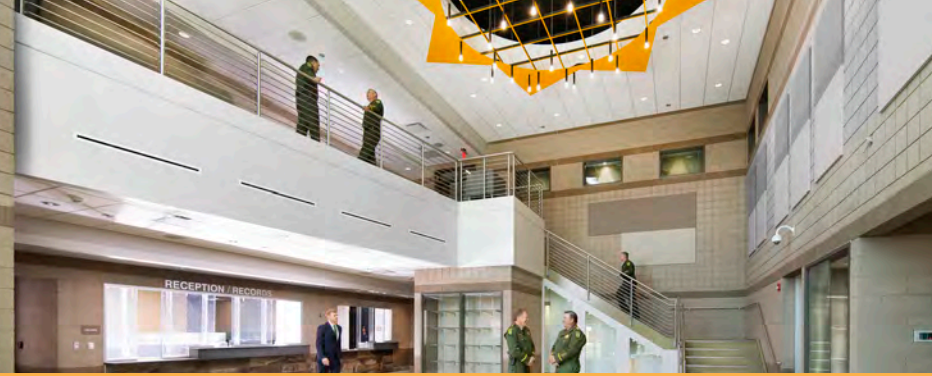
Roy Magdaleno brings extensive experience in overseeing and managing various aspects of capital projects, particularly within the realm of construction and project management. His qualifications include a robust background in construction mobilization, administration, and management, along with expertise in design review, project evaluation, and negotiation. Roy has demonstrated proficiency in conducting request for proposal processes and cost-benefit analyses, essential for effective project execution. Furthermore, his experience encompasses real estate management, utility access and coordination, permitting, grading, right-of-way issues, and property management. He possesses a deep understanding of local political environments, which is invaluable for navigating complex projects. Roy has successfully managed projects of similar scope and jurisdiction, ensuring adherence to timelines, budget constraints, and milestones. His adeptness in coordinating subcontractors and utilizing project management software systems underscores his capability to oversee projects from planning through to project closeout effectively.

- **Growth Management and Urban Services.** Fowler's CIP aims to manage growth to enhance community quality of life. This involves logical and efficient growth phasing to prevent premature agricultural land conversion, ensuring new urbanization is contiguous where possible, and extending urban services to support growth while maintaining small-town character and agricultural economy.
- **Economic Development Strategy.** The plan includes a strong focus on economic development, aiming to establish Fowler as a vibrant economic center.
- **Housing and Land Use Diversification.** Fowler's CIP supports a diverse and inclusive housing strategy, accommodating various household structures and income groups.
- **Infrastructure and Public Facilities.** The plan outlines specific strategies for the development and enhancement of infrastructure and public facilities.
- **Transportation and Circulation Improvements.** Emphasis is placed on developing a multi-modal transportation system that addresses future growth and minimizes congestion.

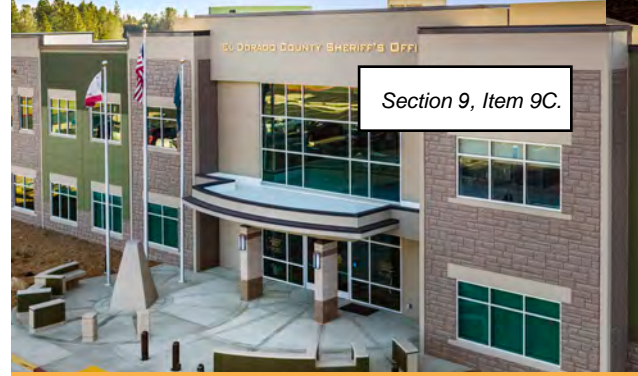
These points encapsulate Fowler's strategic approach towards managing growth, improving economic development, diversifying land use, enhancing infrastructure and public facilities, and developing an efficient transportation system as outlined in their Capital Improvement Plan within the General Plan.

Vanir's Repeat Public Sector Clients

- | | | | |
|--------------------|--------------------|----------------------|--------------------|
| • City of Corcoran | County | • Orange County | • San Mateo County |
| • City of Selma | • El Dorado County | • Sacramento County | • Solano County |
| • City of Clovis | • Fresno County | • San Benito County | • Sonoma County |
| • City of Visalia | • Kern County | • San Joaquin County | • Tulare County |
| • City of Lemoore | • King County | | • Yolo County |
| • Contra Costa | • Merced County | | |



Relevance : ✓ Sheriff Facility ✓ Evidence Storage ✓ Training Rooms ✓ Staff Kitchen ✓ In Custody Processing



Section 9, Item 9C.

Relevance : ✓ Community Rooms ✓ Community Resources

El Dorado County Public Safety Complex

Vanir managed the El Dorado County Public Safety Complex, the County's largest capital project to date. Spread across 12 acres, the complex comprises five buildings, including a public safety facility, a morgue, an evidence building, and specialized training facilities. Additionally, it features amenities such as a welcome center, community room, administrative areas, and dedicated spaces for dispatch, exercise, and locker rooms.

Since 2013, our partnership with the County has been pivotal, starting with an operational assessment of sheriff's facilities. Guiding the County through the preparation of a comprehensive pre-loan application, Vanir secured a low-interest, long-term loan from the United States Department of Agriculture, demonstrating our commitment to delivering transformative projects in collaboration with our clients.

AWARDS 2020 CMAA Northern California Project Achievement Award, New Buildings, \$20M-\$50M

Location

Placerville, California

Client

El Dorado County

Delivery Method

Design-Build

Square Footage

110,000 SF

Construction Cost

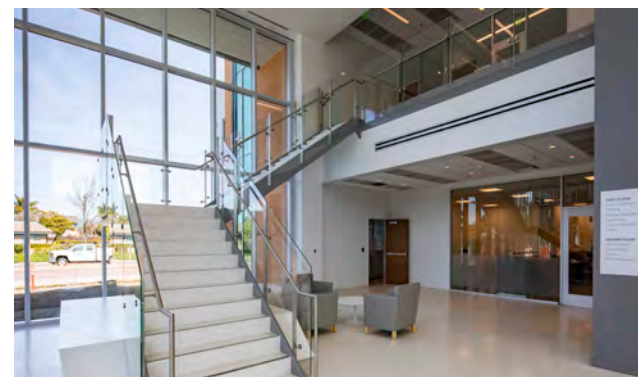
\$50 million

Project Dates

2017 - 2019



Relevance : ✓ Police Department ✓ Recreation facility ✓ Community Space ✓ Admin Area ✓ Library



Relevance : ✓ Demolition of Existing Building

City of Newark Civic Center

Vanir provided project and construction management services for the City of Newark Civic Center project. This technologically-advanced complex is LEED Silver certified and includes:

- **David W. Smith City Hall:** Two stories, 25,638 square feet and includes council chambers and administrative offices
- **Newark Police Department Building:** Single story, 23,987 square feet and includes emergency dispatch center, training facility and forensic laboratory
- **Alan L. Nagy Library:** 24,580 square feet and includes a large community area, seminar rooms, maker and story-telling spaces and state-of-the-art book drop return and conveyor system
- **Public Plaza:** Bay-Friendly certified community event space with sustainable landscaping
- **Parking Lots:** 130,300 square feet of public parking, including 10 EVC stations, bio-retention swales and Bay-Friendly landscaping

Location

Newark, California

Client

City of Newark

Delivery Method

Design-Build

Square Footage

84,130 SF

Construction Cost

\$75.2 Million

Project Dates

2019-2021

★ Indicates projects that involved demolition

Relevant Projects	Client	Construction Cost	Police/Sheriff Station	Senior Center/Program	Sustainable Construction & Operating Practices	Community Space/Public Resources	Kitchen/Dining
City of Selma Police Headquarters	City of Selma	\$8.30	✓		✓		
City of Compton Dollarhide Senior Center	BASE Architecture	\$9.8M		✓	✓	✓	✓
★ State of California Department of General Services, Cal Fire/Cal OED/USFS Joint-Use Southern Region Operations Headquarters	State of California Department of General Services	\$40M			✓	✓	✓
Delano Learning Resource Center	Kern Community College District (KCCD)	\$18.9M			✓	✓	✓
★ City of Atascadero New Public Safety Facility	City of Atascadero	\$24M	✓		✓	✓	✓
★ City of Los Banos Police Headquarters	City of Los Banos	\$22.50	✓		✓	✓	✓
Los Angeles Memorial Coliseum, NFL Renovation	City of Los Angeles Community Redevelopment Agency	\$315M			✓	✓	✓
★ Pismo Beach New Public Safety Building	City of Pismo Beach	\$25M	✓		✓	✓	✓
★ San Luis Obispo County, Sheriff and Cal Fire Co-Located Dispatch Facility	San Luis Obispo County	\$18M	✓		✓	✓	✓
Mono County Civic Center	Mono County	\$21M		✓	✓	✓	✓
El Dorado County Public Safety Complex	El Dorado County	\$50M	✓		✓	✓	✓
★ Contra Costa County Administration Building and Jail Demolition and Redevelopment Project	Contra Costa County	\$64M	✓		✓	✓	✓
★ Contra Costa County Emergency Operations Center Public Safety Building	Contra Costa County	\$44M	✓		✓	✓	✓
★ City of Newark Civic Center	City of Newark	\$75.2M	✓		✓	✓	✓
★ Hayward Area Senior Center Renovation	Hayward Area Recreation & Parks District	\$5.8 M		✓	✓	✓	✓
★ Los Angeles Police Administration Building	City of Los Angeles Bureau of Engineering	\$246M	✓		✓	✓	✓
★ City of Corcoran New Police Station	City of Corcoran	\$6M	✓		✓	✓	✓
★ City of Killeen Community Center Renovation	City of Killeen	\$2.3M			✓	✓	✓
★ City Of Federal Way Community Center	City of Federal Way	\$20.6M	✓	✓	✓	✓	✓
★ San Francisco Public Safety Building	City and County of San Francisco	\$190M	✓		✓	✓	✓

SECTION 2 REFERENCES



REFERENCES

Provide three (3) project references with the following information: 1. Name of Project, 2. Project Location, 3. Client Contact, 4. Role, 5. Description of Work and Scope, 6. Construction Completion Date, 7. Total Project Cost, 8. Staff Assigned & their Role on the Project



City of Selma

Project: City of Selma Police Headquarters

Location: City of Selma

Contact: Fernando Santillan, City Manager

T. (559) 365-5573 | E. fernandos@cityofselma.com

Role: Construction Management

Description of Work and Scope: Vanir provided construction management services for the City of Selma's Police Headquarters. The facility includes:

- Meeting rooms accessible to the public as part of the department's Community Policing Program
- State-of-the-art communications and data processing equipment, managed from the new communications center
- Separate rooms for patrol squad, detective, sergeant, lieutenant and evidence (squad room has direct access to the rear parking area, which will be fenced for patrol cars)
- Secure prisoner processing area with five holding cells
- Separate fenced exterior sallyport adjacent to prisoner processing area, placed far away from front public entry lobby

Separate fenced exterior sallyport adjacent to prisoner processing area, placed far away from front public entry lobby.

Completion Date: 2020

Total Project Cost: \$8.3 million

Staff Assigned & Role: Roy Magdaleno (Project Manager), Aldo Lujan (Constructability Review)



Successful Owner's Representative Services

"The Corcoran Police Department is grateful for Vanir's involvement and would highly recommend them as a diligent owner's representative."
Reuben P. Shortnacy, Chief of Police, City of Corcoran Police Department

City of Corcoran

Project: City of Corcoran Police Department Headquarters

Location: City of Corcoran

Contact: Reuben Shortnacy, Chief of Police

T. (559) 992-5151 | E. Reuben.Shortnacy@corcoranpd.com

Role: Owner's Representative and Inspection

Description of Work and Scope: Vanir was the Owner's representative for the new modular Police Headquarters building project. The City of Corcoran faced several challenges during the design of the new headquarters facility and solicited Vanir to join its team to support and guide it through the construction phase.

Vanir served as the owner's representative and also provided inspection services. The new headquarters is approximately 11,500 SF with 4 holding cells to accommodate 9 in-custodies. The facility includes: A community meeting room accessible to the public, offices, briefing/training room, patrol room, investigations room, sergeants office, evidence room, exercise room, and a secure prisoner holding area with four holding cells. Additionally, there is an enclosed sallyport adjacent to prisoner holding area, fenced parking lot for employees, dispatch area, including office space, breakroom and restroom.

Completion Date: 2019

Total Project Cost: \$6 million

Staff Assigned & Role: Scott Murphy (Project Director)



Laying the Groundwork for Success

"Without a doubt, the Vanir team's holistic approach (program, time and cost) has been instrumental in laying the groundwork for a successful project."
Jason Hedden, Acting Chief of Police, Los Banos Police Dept.

City of Los Banos

Project: City of Los Banos Police Headquarters

Location: City of Los Banos

Contact: Gary Brizzee, Chief of Police

T. (209) 827-7070 (ext. 2501) | E. gary.brizzee@losbanos.org

Role: Project Management

Description of Work and Scope: Vanir is serving as the project manager for the City Los Banos' 28,000-square-foot police headquarters building. Our services include design management, bridging documents, construction management, inspection and commissioning. Vanir conducted a comprehensive architect and contractor outreach/marketing effort to garner as much interest as possible for the design-build project.

The new facility will include: Emergency operations center/community room, dispatch center, records room and detective area, property and evidence storage, processing and in-custody holding area, traffic division and code enforcement section, physical training area and vehicle sallyport, communications tower, public and secured parking areas

Completion Date: 2023

Total Project Cost: \$22.5 million

Staff Assigned & Role: Scott Murphy (Project Director), Daniel Villaverde (Project Manager), Tony Shinali (Estimator)

SECTION 3

STAFF EXPERIENCE



1. RESUMES

Provide resumes describing the qualifications of the staff who will be working on these projects. Provide a list of similar projects and clients that your proposed project manager and other key staff have completed work for in the past three years.

Below is a list of similar projects our proposed team members have completed work for within the last three years. You will find additional experience on each team members resumes.

Relevant Projects	Client	Completed	Construction Cost	Scott Murphy	Roy Magdaleno	Mac McDonald	Daniel Villaverde	Jennifer Garcia	Tony Shinali	Travis Price	Aldo Lujan
Kern Community College District, Delano Learning Resource Center	KCCD	2023	\$18.9M		✓	✓		✓			
City of Los Banos Police Headquarters	City of Los Banos	2021	\$24M	✓					✓		
San Luis Obispo County, Sheriff and Cal Fire Co-Located Dispatch Facility	San Luis Obispo County	2023	\$18M	✓	✓				✓	✓	
Pismo Beach New Public Safety Building	City of Pismo Beach	Ongoing	\$25M	✓				✓	✓		
City of Atascadero New Public Safety Building	City of Atascadero	Ongoing	\$24M	✓				✓			
Divine Mercy, Diocese of Fresno Church	Catholic Diocese of Fresno	Ongoing	\$5M	✓	✓	✓					
Kern Community College District, Porterville Allied Health Building	Kern Community College District	Ongoing	\$16.6M	✓	✓	✓					
Diocese of Fresno, St Charles Borromeo Church	Catholic Diocese of Fresno	2023	\$14.6M		✓	✓		✓			✓
Diocese of Fresno, St Ritas Catholic Church	Catholic Diocese of Fresno	2023	\$7.3M		✓	✓					✓
City of Los Banos, New Police Headquarters/	City of Los Banos	2023	\$24M	✓			✓				✓
County of Fresno, On-Call Sheriff Substation	County of Fresno	Ongoing	\$11.7M	✓			✓	✓			



SCOTT MURPHY, CCM

Principal-in-Charge

Summary of Qualifications

Scott has over 25 years of experience in a variety of construction market segments including public safety, criminal justice, public works, education and healthcare in both the public and private sector. He has managed every aspect of the project lifecycle from initial conception through completion and his project and construction management responsibilities have consisted of front-end specification writing, design, project setup, design reviews, constructability reviews, estimating, value engineering, program and project scheduling, contract negotiations, bid solicitation, code compliance, LEED charrettes, claims negotiation, ADA compliance and inspection.

Education

Bachelor of Science,
Construction Management,
California State University,
Fresno

Associate of Science,
Forestry, Kings River College

Certifications

CMAA, Certified
Construction Manager
(CCM)

OSHA 10-Hr

Affiliations

Construction Management
Association of America
(CMAA)

U.S. Green Building Council
(USGBC)

Design-Build Institute of
America (DBIA)

Lean Construction Institute
(LCI)

Project Experience

City of Los Banos, New Police Headquarters/Station, Los Banos, CA. Project Director, \$24 million, 26,500 SF, Design-Build. The project consists of a main building and an adjacent outbuilding. The new headquarters will include a new dispatch center, community outreach space, a community meeting space and a police department division that includes the traffic department, code enforcement, detectives, detention area, sally port, a briefing room and evidence storage. Additional space within the main building consists of a men's and a women's locker room, training room, break room, sleeping quarters, K-9 area and several conference rooms.

City of Corcoran, New Police Station, Corcoran, CA. Project Director, \$5.5 million, 11,500 SF, New Construction, Modular, Design-Build. Vanir was the owner's representative for the new modular Police Headquarters building project. The new headquarters will be approximately 11,500 SF with briefing/training room, patrol room, investigations room, sergeant's office, evidence room, exercise room and secure prisoner holding area with four holding cells and a dispatch area, including office space, breakroom and restroom.

City of Pismo Beach Public Safety Building, Pismo Beach, CA. Project Director, \$25 million, 30,000 SF, Design-Build. Upgrading the fire and police facilities to meet the essential services act, provide a modern fire facility, and reduce response times is a top priority for the City of Pismo Beach. The new facility will repurpose the old City hall/elementary school building, which has been sitting vacant since the late 1990's, into a new fire station while maintaining the street facing facade of the existing historic elementary school.

City of Clovis, Fire Station No. 6, Clovis, CA. Project/Construction Manager, \$8.2 million, Design-Bid-Build. Vanir is providing project and construction management services for the new Clovis Fire Station No. 6 Project. The fire station includes Spanish style architecture, three bay apparatus room, office, five sleeping quarters, kitchen, lounge, workout room, maintenance room and associated restrooms. Work also includes a new 150-foot communication tower, pedestrian paths leading to the city parkway and new Loma Vista development.



ROY MAGDALENO, CCM, ASSOC. DBIA

Project Director

Summary of Qualifications

Roy has more than 25 years of experience in the construction industry and is proficient in handling all field documents, developing daily, weekly and monthly reports and negotiating change orders, RFI's, transmittals, submittals and operations and maintenance manuals. As a construction management professional, he is well-versed in overseeing field crews and in acting as a liaison between engineers, architects and city officials/inspectors (OSPHD, AHJ, DSA, SFM, Local, Special Inspectors, SJVAPCD, BSCC, DPH). As a Project Director, Roy manages all office-related needs and coordinates all field-related needs. He conducts meetings as necessary to address project issues for immediate resolution. Roy's previous experience as an estimator includes assisting in estimates, material take-offs, bid submittals and producing as-built drawings.

Education

Bachelor of Science,
Construction Management,
California State University,
Fresno

CSU Fresno Instructor, CMPD
Program (4yrs)

Certifications

CMAA, Certified Construction
Manager (CCM)

Associate Design-Build
Professional (DBIA)

Affiliations

Construction Management
Association of America
(CMAA)

US Green Building Council
(USGBC)

Design-Build Institute of
America (DBIA)

Lean Construction Institute
(LCI)

Project Experience

City of Selma, New Police Station, Selma, CA. Project Director, \$8.3 million, 10,175 SF, New Construction, Essential Services Facility, Design-Bid-Build. Vanir is providing project and construction management services to the City of Selma for their new police station. The new police station will include a patrol squad room, detective room, sergeant room, lieutenant offices, evidence room, and a secure Prisoner Processing area with five holding cells. The squad room will have direct access to the rear parking area, which will be fenced for patrol cars.

Kern Community College District, Delano Learning Resource Center, Delano, CA. Project Manager, \$18.9 million, 39,900 GSF, New Construction, Design-Bid-Build. This building houses several academic functions including a library, study hall, flexible classrooms capable of holding 32-64 students, a tutoring center equipped with private tutoring rooms, computer labs and faculty offices.

San Luis Obispo County, San Luis Obispo Co-Located Dispatch Facility, Templeton, CA. Project Manager, \$20 million, 17,000 SF, Design LEED Silver, New Construction, Essential Services Dispatch/911/Emergency Operations Center, Design-Build. The project will replace and co-locate emergency services and dispatching for the Sheriff's Office Dispatch Center (SODC) which provides dispatching for both Law Enforcement and Ambulances (MEDCOM). The facility will also house the CalFire /San Luis Obispo County Fire Emergency Command Center with a floor capacity for 24 dispatching consoles.

Thompson Park Project, Selma, CA. Project Manager, \$10-12 million. The City of Selma is a rural City in Fresno County. The City population is just over 25,000 and was recently awarded a California State Parks Proposition 68 grant to construct a 28 acre park. The park amenities will include; Youth soccer and football lighted practice space, two lighted basketball courts, water play park, playground equipment ADA compliant, picnic shelters, walking/jogging trails, restrooms, parking.



MAC MCDONALD

Senior Construction Manager

Summary of Qualifications

Mac has over 20 years of experience in the construction industry and has served in varying capacities on several large-scale construction projects. He is knowledgeable in preparing management strategies for planning and scheduling, organization, contracts and specifications, construction inspection, construction safety, estimating, as well as equipment and methods. Mac is well-rounded having started in the industry as a framer, an electrician, superintendent and now a project manager. He excels at solving construction issues with constructable solutions. His top priority is bringing projects in on time within budget regardless of the complexity.

Education

Coursework, Bakersfield College

Coursework, Oral Roberts University

Certifications

OSHA 30-hour

Affiliations

Construction Management Association of America (CMAA)

US Green Building Council (USGBC)

Design-Build Institute of America (DBIA)

Lean Construction Institute (LCI)

Project Experience

Kern Community College District, Delano Learning Resource Center, Delano, CA.

Project Manager, \$18.9 million, 39,900 GSF, New Construction, Design-Bid-Build. This building houses several academic functions including a library, study hall, flexible classrooms capable of holding 32-64 students, a tutoring center equipped with private tutoring rooms, computer labs and faculty offices.

City of Bakersfield, Police Department Evidence Building, Bakersfield, CA. Project Manager/Superintendent, \$4 million, 14,000 SF, General Contractor. Project was to construct a metal shell with a reinforced interior perimeter. Provided all site utilities and secure entrance/exit from the site. The building contained office space, restrooms, two exhaust ventilated sealed spaces, an air-conditioned space and a main general storage area.

Bakersfield Christian High School, Fine Arts Building and Library Media Center, Bakersfield, CA. Project Manager/Superintendent, \$11 million, General Contractor. New Construction. Fine Arts Building contained multiple classrooms, including a science lab and computer technology center. Library Media Center was a new construction project emphasizing performing arts. The project consisted of a library, restrooms, and multiple classrooms.

Kern Community College District, Porterville Allied Health Center, Construction Management Services, Porterville, CA. Construction Manager, \$21.1 million, 23,000 SF, Multi-Prime. Project consists of construction management services for new health center containing multiple laboratories for emergency medical technician, nursing, medicine, and surgery training; Neonatal and class lab services, media centers, 6 classrooms, meeting rooms, observation rooms, offices, storage and HVAC system.

City of California City, Arts and Community Center, California City, CA. Project Manager/Superintendent, \$1.5 million, 4,000 SF, General Contractor. The project originally consisted of renovating and adding on to an existing building. The new building consisted of an assembly area with a raised platform and prop storage, a reception area, lobby, storage room, art office and restrooms.



DANIEL VILLAVERDE, CMIT

Quality Control Manager

Summary of Qualifications

Daniel has over 15 years in construction management, inspections and quality control for the design and construction of public safety, K-12, government housing, public works, city parks and private work projects. Daniel has managed design phase development as well as permitting and preconstruction reviews. During construction, his expertise in design for electrical high and low voltage systems, scheduling, estimating, claims consulting and change orders facilitate successful projects that are completed on time and within budget.

Project Experience

City of Los Banos, New Police Headquarters/Station, Los Banos, CA. Construction Manager, \$24 million, 26,500 SF, Design-Build. The new headquarters will include a new dispatch center, community outreach space, community meeting space, as well as police department divisions that include the traffic and code enforcement department, detectives, detention area, sally port, briefing room and evidence storage.

County of Fresno, On-Call Sheriff Substation, Fresno, CA. Construction Manager, \$11.7 million, 6.5 acre site with 22,645 SF substation and 35,520 SF storage facility, New Construction, Design-Bid-Build. Fresno County is building a new facility that will serve as the headquarters for all patrol operations in the area. It will have a community meeting room and will house detectives, patrol deputies, office staff as well as training.

Education

Coursework, San Jose City College

Certifications

OSHA 10-Hr

CMAA, Construction Manager-in-Training (CMIT)

Affiliation

Construction Management Association of America (CMAA)



JENNIFER GARCIA, CMIT

Document Control Administrator

Summary of Qualifications

Jennifer is an accomplished construction professional with three years of experience managing a range of public and private projects. She is experienced with construction processes, field processes, value engineering, processing change orders, CPM scheduling, constructability and estimating. Jennifer's experience includes handling all field documents, daily, weekly, and monthly reports, change order review support, RFIs, transmittals, submittals and document control.

Project Experience

Kern Community College District, Delano Learning Resource Center, Delano, CA. Assistant Construction Manager, \$18.9 million, 39,900 GSF, New Construction, Design-Bid-Build. This building houses several academic functions including a library, study hall, flexible classrooms capable of holding 32-64 students, a tutoring center equipped with private tutoring rooms, computer labs and faculty offices.

County of Fresno, On-Call Sheriff Substation, Fresno, CA. Project Administration, \$11.7 million, 6.5 acre site with 22,645 SF substation and 35,520 SF storage facility, New Construction, Design-Bid-Build. Fresno County is building a new facility that will serve as the headquarters for all patrol operations in the area. It will have a community meeting room and will house detectives, patrol deputies, office staff as well as training.

Education

Bachelor of Science, Construction Management, California State University Fresno

Certifications

OSHA 30-Hr

Construction Manager-in-Training, CMIT



TONY SHINALI

Estimator

Summary of Qualifications

With 25 years of construction experience, Tony is an expert in budget planning, cost estimating, procurement strategy, feasibility studies, cost forecasting, contracts, value engineering and risk management. He has worked on high-profile mega projects for private and public clients globally. Tony specializes in strategic pricing planning, cost proposal preparation following estimating procedures, and managing cost volumes and contract costing accountability.

Project Experience

City of Clovis, Senior Center Landmark and Transit Building, Clovis, CA. Estimator, \$42 million.

Hayward Area Recreation and Park District, San Lorenzo Community Park Renovation Phase 1, Hayward, CA. Estimator, \$10.8 million, 17-acre park, Design-Bid-Build.

Mammoth Lakes Foundation, Mammoth Arts & Cultural Center, Performing Arts Theater, Mammoth Lakes, CA. Chief Estimator, \$18 million.

City of Corcoran, New Police Station, Corcoran, CA. Estimator, \$5.5 million, 11,500 SF, Design-Build.

Education

Master of Science, Civil Engineering and Urban Planning, University of Loughborough, UK

Bachelor of Science, Civil Engineering and Geodetic Surveying, University of Wales of Science and Technology Cardiff, UK

Professional License

CA General Contractor, #834255



TRAVIS PRICE, LEED AP, LEED AP BD+C

Scheduler

Summary of Qualifications

Travis has more than 20 years industry experience on complex, multi-million-dollar construction projects throughout Northern California. After serving time in the United States Navy as a 2nd Class Diver, Travis earned his Bachelor of Science degree in Construction Management from California State University in Sacramento and rose in rank serving as field engineer, scheduler, project engineer and project manager for pipeline, pump stations, water and wastewater treatment plants and light rail and dam projects throughout Northern California.

Project Experience

San Luis Obispo County, San Luis Obispo Co-Located Dispatch Center, Templeton, CA. Senior Scheduler, \$18 million, 18,000 SF, New Construction, Essential Services Facility, Design-Build.

California Department of Corrections and Rehabilitation, Capital Outlay Program, Statewide, CA. Scheduling Manager, \$1.1 billion, 574,440 SF, New and Renovation, Various Delivery Methods.

California Department of Corrections and Rehabilitation, Health Care Facility Improvement Program, Statewide, CA. Scheduling Manager, \$1.3 billion, 765,550 SF, New and Renovation, Healthcare Facilities, Various Delivery Methods.

Education

Bachelor of Science in Engineering, Construction Management, California State University

Certifications

Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP) and Building Design & Construction specialty LEED AP BD+C



ALDO LUJAN

Constructability Reviewer

Summary of Qualifications

Aldo has more than 25 years of experience in the construction industry and has worked on a variety of private- and public-sector projects. He has been responsible for constructability reviews, managing all phases of the bidding process, reviewing documents for code compliance, tracking RFIs, reviewing shop drawings, drafting scopes of work, preparing all contractual documentation, preparing cost estimates, creating baseline schedules, maintaining budgets, providing field cost coordination of multiple large projects, preparing daily, weekly and monthly project status reports and preparing closeout documents.

Education

Bachelor of Science,
Construction Management,
California State University,
Chico

Affiliations

Construction Management
Association of America
(CMAA)

US Green Building Council
(USGBC)

Design-Build Institute of
America (DBIA)

Project Experience

City of Manhattan Beach, Police and Fire Public Safety, Manhattan Beach, CA.

Plans Examiner, \$40.7 million, 58,000 SF, Design-Bid-Build. Vanir provided complete construction management services for this project, including demolishing an existing facility and constructing a combined police and fire facility.

Compton Senior Center, Compton, CA.

Constructability Reviewer, \$10 million, 28,000 SF, Design-Bid-Build. The two-story structure includes assembly rooms, banquet halls, kitchen, activity facilities, computer lab, entertainment rooms, and an outdoor swimming pool.

City of Los Angeles, New Police Administration Building Project, Los Angeles, CA.

Plans Examiner, \$437 million, 500,000 SF, LEED Gold, Design-Bid-Build.



2. SUBCONSULTANTS

Provide a list of all proposed subconsultants, their background and qualifications, and degree/percentage of involvement.

For this contract Vanir will provide all services in-house and has the capability to engage subconsultants as necessary for the project depending on the needs of the project and City requirements; however, they are not required at this time.



3. PROJECT UNDERSTANDING & METHODOLOGY

Provide a statement of your proposed approach and methodology to be used in completing tasks including an implementation plan that describes in detail: Bullets A - H.

Our Understanding

The City of Fowler is undertaking a major project to construct a new 16,418 square foot facility that will house both a new Police Department headquarters and a Senior Center. This \$4 million project is being funded largely by a \$4 million allocation from the California State General Fund secured by Assembly member Dr. Joaquin Arambula.

The new co-located facility will provide the Fowler Police Department with expanded, purpose-built headquarters while also delivering a state-of-the-art Senior Center with improved amenities like an upgraded kitchen and better accessibility for seniors. The project site will involve demolition of the current Edwin Blaney Senior Center building and decommissioned Fowler Hospital to clear the land for the new construction.

Named after Fowler's late Mayor David T. Cardenas who passed away in 2023, this legacy project is seen as a vital investment in enhancing public safety services and supporting Fowler's senior community well into the future.

Key Issues

Based on our review of the RFP and today's circumstances, key issues could emerge:

Budget. The cost and the on-time completion of a project, particularly in the public sector, is the most visible component of the project. For a successful project, budget and schedule compliance is a necessity. Our staff will work closely with the City to develop complete and accurate budgets and schedules to assure an on-time, within budget completion.

Inflation Impacts on Budget. With continued high inflation in 2024 project budget may be strained by rising materials and labor costs. Analyze value engineering options early in case budget adjustments are needed. Utilize our firm's continuously updated cost database of recent local projects.

Coordination. Daily management of the Contractor, construction documents, reports, etc will be an ongoing task that requires a level of expertise to know and understand foresight and anticipating what is coming ahead of potential conflicts and delays.

Supply Chain Constraints. There may be potential electrical switch gear delays. To address this we would identify long lead procurement. Implement electrical procurement tracking logs and explore offsite prefabrication. We would potentially pay an expedited fee to encourage an on-time delivery.

Community Sensitivities. As a legacy project named after the late Mayor Cardenas, there may be heightened community interests and sensitivities to be deftly managed throughout construction to honor his vision.

Approach & Methodology

Our methodology approach is utilizing the Critical Path Method (CPM) approach, combined with the waterfall approach. By utilizing a combination of these approaches, it enhances project control, consistency, but at the same time allows us to focus on project completion and avoid unforeseen delays.

Our promise is to exceed your expectations - We approach each project differently, with your goals and objectives in mind. We assemble our teams based on an optimum combination of expertise, innovation and cultural fit for you and the project. Our project team's approach to client services is based on the four principles that are Vanir's cornerstone for project delivery: Communication, Collaboration, Anticipation, Representation, and Lessons Learned.

Our approach is built around providing the City of Fowler with the technical knowledge, information, and leadership required to deliver the new David T. Cardenas Senior Center and Police Headquarters and exceed your expectations. The goal of construction and project management is to establish systems, procedures and protocols to ensure that the overall project runs smoothly and in accordance with predetermined guidelines. At the project level, there are specific actions required at each phase of the project. These are outlined as follows.

Vanir’s Cornerstone for Project Delivery



01 Collaborative, team-based approach

We are successful at bringing diverse groups of stakeholders together and identifying common goals and objectives in a transparent, collaborative approach. Expect us to lead community forums and foster trust through open and honest communications.



02 Anticipation

Our philosophy is to always look ahead. That’s not always easy as a team gets busy and begins to focus on details. We use our program management tools to keep things on track, to pinpoint opportunities, and to work aggressively to achieve your goals.



03 Communication

Understanding the many stakeholders, both internal and external, and their communication styles is fundamental to working in an integrated team. We will create and use a communication plan and collaboration guide. Detailed, reliable information is communicated timely and accurately so the best decisions can be made.



04 Representation

We serve as an extension of your team, representing the best interests of the District always. At every step of managing the program, we will build and maintain strong partnerships with the stakeholders, working to represent, communicate, and promote the best interests of the District at all times.



05 Lessons Learned

We draw upon lessons learned from the many similar bond programs we have managed over the years. We are committed to always raising concerns for issues that have risen before and making recommendations based on solid data and past experiences to continually improve.

Pre-construction Phase

Kick Off Meeting. We will meet with appropriate stakeholders as soon as selected to fully understand your expectations. Topics for the kick-off meeting include:

- Review of project scope
- Review of budget requirements and constraints
- Review of schedule drivers
- Key points of contact
- Communications protocols
- Project success factors

Project success factors are your direction of what is most important on the project and how they are prioritized. This understanding helps with decision making and direction as the project moves forward.

The City’s level of involvement will be extremely critical and necessary at the onset of our services and will gradually decrease to a steady weekly meeting with the key stakeholders during construction.

Project Management Plan. To understand the roles, responsibilities, and processes of the work, Vanir begins each project by developing a Project Management Plan (PMP). The PMP provides the project delivery team with a set of guidelines and an itinerary with which to implement the design and construction of the Senior Center and Police Headquarters. It is the initial framework for establishing lines of communication and methods of document control to be implemented to achieve the goals and objectives of the project. This is a living document and will be updated continuously throughout the project. The PMP includes:

- Project Goals and Objectives
- Project Delivery Team Members Roles and Responsibilities
- Responsibility Matrix
- Project Controls (Cost, Quality, Schedule)
- Project Procedures
- Lines of Communication
- Meeting Guidelines (weekly, safety, preconstruction, mock-up, etc.)
- RFI procedures
- Submittal procedures
- Change Orders processes
- Pay Application processes
- Contractor Staging Requirements
- Inspection/Testing Lab Request forms and processes
- Project Directory

Master Schedule Development. At the very beginning of the project, we will develop a master schedule showing all the summary tasks that are required during the life of the project. This master schedule becomes the major reporting vehicle throughout the life of the project. Detailed task information is added during the various stages of design, construction documents and construction. Progress of each phase and its activities are monitored continually and reported regularly to the project team.

The master schedule will include:

- Project planning and design schedules, including necessary City reviews, approvals, permitting and authorization milestones.
- City plan reviews, both during the course of the design and at the completion of contract documents.
- Procurement schedules, move-in procedures and dates.
- Bid and award schedules, including pre-bid meetings, bid dates and award dates.
- Preliminary construction schedules for each project indicating critical construction milestones.

Develop Scope of Work. Vanir begins by understanding the goals and expectations of the City. We bring best practices, systems, policies, and procedures and adjust or format them to fit the culture and expectations for you. Our culture is to work collaboratively with our clients and their consultants and contractors to support them in achieving their goals. We will partner with you to ensure that planning, design, procurement, construction, safety, and commissioning are well thought-out, executed, and achieved.

Procuring Consultants. The project will require hiring a number of consultants. Vanir is experienced in developing Request for Qualifications (RFQs), Request for Proposals (RFPs), and Evaluation Criteria, as well as for geotechnical and materials testing firms, and other services that will be needed throughout the course of the Project. We coordinate the selection procedures within the City's policies and procedures so that each consultant or contractor is selected consistently. We will develop Requests for Proposals that are specific to the needs of the City. This customization reduces the cost of the typical, boilerplate proposal while making sure that the project receives the quality service required.

Design Phase

Bid Alternatives. Since the construction market is ever changing and revenue resources are limited, the necessity of developing bid alternates for flexibility in contract award is even more important. Vanir will work with the project team to identify several items that can be deleted or postponed from the project construction and identify them as deductive alternates to implement if the final bids come in above the budgeted amounts. Ideally, these items can be added back into the project during construction if funds become available from contingency or other project bid savings or can be added into the completed facility in future years after its initial occupancy.

Similarly, Vanir will work with the project team to identify several items that can be added into the construction contract that the estimates and VE studies did not indicate would be allowed within the project budget. These items will be identified as additive alternates, that can be implemented if the final bids come in below the estimated contract amounts.

Accurate Cost Estimates Ensure Budget Compliance. Staying within your budget is essential for the project to be successful. Our estimators know current industry costs, and how to develop accurate estimates from the earliest conceptual estimates to detailed quantity-based construction estimates.

Our estimating services start from the earliest possible point in a project to maximize the value of every dollar spent. Our estimating will: 1) review project scope, 2) create a definitive and realistic cost model, 3) develop design phase estimates to help control scope “creep,” 4) consider life cycle costs, and 5) monitor construction phase costs. This is the basis for complete cost control of the project.

Validate Cost Compliance at Key Milestones. Effective cost management begins with the establishment of a realistic budget. Vanir will prepare cost estimates to confirm the design is in line with budget requirements and will recommend changes should they be required to maintain budget. These cost estimates occur at the completion of the following phases of design:

- 100% Schematic Design Documents (Full Estimate)
- 100% CD's (Full Estimate)

Vanir will help lead estimate reconciliation meetings. Throughout the entire design process, Vanir will be focused on Value Engineering the design. We will be continuously evaluating the impact of the decisions being made by the project team from a cost perspective. This will include not only looking at initial cost but evaluating the overall lifecycle cost. At any time during the design, specific cost estimates can be prepared to evaluate the cost impact of pending decisions, thereby maintaining confidence that the project will bid at or under budget. This is a formal step to ensure compliance with the contract, avoid surprises, and requests for change orders during construction.

Meetings. Regular project meetings held throughout the design and construction of the project are the backbone of good project communication and are held at all decision-making levels to address project related issues. The following is a list of the types of meetings that will occur throughout the course of the Design Phase:

- Design Review Meetings
- Estimate and Scope Reconciliation Meetings
- Pre-construction Meeting
- Weekly OAC Meetings
- Fixtures, Furniture & Equipment Meetings

Effective Community Relations Plan. The project is a significant construction project for the City. It will be an even greater success with broad-based community involvement and support. Our team is very experienced at working within a political environment and facilitating community involvement. We can assist the City in developing a plan that will keep the Project Team and all of the community informed throughout the entire progress of the project and build effective community understanding and confidence in the management and effectiveness of the project.

Construction is not a clean and neat process. It always has some impact on the surrounding neighborhood. Vanir's Project and Construction Manager will work closely with the City to identify any groups affected by the construction project across the City. Together, we will identify issues and priorities that need to be addressed during the planning, design, construction, and operating phases.

Bid and Award Phase

Receiving competitive, complete, and responsive bids is a fundamental requirement for a successful project. At no time during the entire process, from pre-design through occupancy, is our ability as project managers as graphically demonstrated as during the bidding process. Receiving bids from responsible and reliable contractors at a price within the budget is a necessity. While it is true that the underlying work to achieve this objective must be accomplished prior to the bid phase, we can make a difference in getting the best bids for you by our efforts during the bid process.

Bid Solicitation. In conjunction with the City, we will conduct a pre-bid solicitation effort to make contractors and sub-contractors aware of the project and confirm this project on their bid schedules. It has been proven that the competitiveness of a bid effort is directly proportional to the number of participating in the effort. Vanir will work to achieve maximum bid coverage at all levels.

Bid Process Administration. Vanir's project manager will be responsible for the administration of the bidding process including bid solicitation, advertising, document control, issuance of addenda, pre-bid conference, and assisting the City in the opening and evaluation of bids. Our project manager will work closely with the City in the event of a bid protest.

Pre-bid Conferences. These conferences are a forum for the project team to impart to the bidders all the project parameters with emphasis on the unique features and requirements of the project. These parameters normally include information concerning schedule requirements, time/cost control requirements, access and staging requirements, management and administrative requirements, and technical information on the project.

Bid Opening and Evaluation. All bids will be carefully evaluated for completeness, full responsiveness, and price. We will make a formal recommendation to the City, in writing, regarding award of the contract.

Blind Bid Process. (OPTIONAL SERVICE) Assist the City in performing the "Blind Bid" process when opening the project bids. Using the Blind Bid Process, the contracts will be awarded to the lowest responsive responsible Bidder based on any combination of Base Bid and Alternates as determined by the City. All awards will be made in the City's best interest.

Construction Phase

Vanir's Construction Manager will be responsible for construction management and will establish and implement the required procedures between the City, the architect, and the contractor. Success during the construction phase depends on the establishment and implementation of proper project controls systems along with the establishment of positive working relationships. Vanir will strive to establish trust among all team members and to keep their focus on the overall success of this project. With the participation and approval of the City, Vanir will complete the following tasks:

Document Control Procedures. Vanir will establish and maintain the formal process for submission and tracking of project documents including correspondence, submittals, request for information (RFI's), architects supplemental instructions (ASI's), proposed change orders, change orders, payment requests, schedule updates, and all other contractually required documents.

Jobsite Meetings. Our construction manager in conjunction with the City will conduct regular jobsite progress meetings with the contractor and major subcontractors to identify and resolve issues that may impact the progress of the project. We will record, transcribe, and distribute minutes to all attendees, the City, and all other appropriate parties.

Quality Assurance. Vanir will work with the City to develop a quality assurance plan for the construction of the project. This plan will define the technical inspection and testing requirements provided by third parties. Establish an inspection request form and procedures to document all essential inspections, material tests, and special inspections. All technical inspection reports will be in a format approved by Vanir and will be received and distributed by Vanir on a regular basis to ensure coordination between all necessary parties.

Construction Observation. (NOT Inspection – Inspection to be provided by the City) Our construction manager will observe the construction effort for the City on a daily basis and report any deviations, defects, or deficiencies that are observed in the work. We will work with the contractor and the architect in the timely resolution of identified issues to minimize time and cost impacts.

Construction Progress Review. Monthly, we will review the progress of construction with the contractor, observe work in place, identify properly stored materials, and evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data for input to the monthly update report which will be prepared and distributed to all appropriate parties. This report will reflect the contractor's contractual progress and will be the basis for the monthly progress payment to the contractor.

Monthly Construction Schedule Updates. Vanir will prepare and distribute monthly construction schedule updates. After an evaluation of the actual progress as observed by Vanir, schedule activities will then be assigned percentage complete values in conjunction with the contractor's progress. A report will be generated to reflect actual progress as compared to schedule progress noting variances. This report will also be the basis for determining implementation of certain City prerogatives concerning progress of the project should they be required.

Monthly Construction Payment Reports. Vanir will prepare and distribute the monthly construction payment reports which will be an integral function of the monthly schedule report. This report will reflect the total construction contract price, contractor's payment to date, current payment requested, retainage, and actual amounts owed for the current period. The final portion of this report will be a certificate of payment which will be executed by Vanir, the architect, and the contractor and then transmitted to the City for use in payment to the contractors.

Change Order Processing System. Vanir will establish and implement a change order processing system. All owner requested changes will first be set forth in a document from the architect outlining in detail the change and accompanied by technical drawings and specifications, if necessary. A request for proposal will be transmitted to the contractor by Vanir and a detailed breakdown of cost and time will be prepared by both the contractor and Vanir prior to negotiation of the change order. Vanir will evaluate the contractor's proposed cost and will make a formal recommendation regarding acceptance of the proposal for a change order.

Negotiation of Change Order Costs and Time Extensions. Vanir, in conjunction with the City, will negotiate change order costs and time extensions on behalf of the City. Vanir will advise the City of acceptability of price and time extension prior to the execution of any change order.

Claims Avoidance. Claims avoidance has the highest priority at Vanir, and we are proud of our record of performance in this area. Honest parties can have reasonable, justifiable disagreements over construction claims issues and still resolve these matters by maintaining a professional demeanor. Our team believes that disputes should be resolved at the earliest possible time and that they should be resolved fairly. When disputes do arise, our approach is to research the facts around the issue thoroughly, bring all parties involved to the table, discuss the matter, and reach resolution. In our efforts to bring amicable resolution to disputes, we have used several alternative dispute resolution procedures such as Dispute Resolution Boards and Mediation.

Complete Closeout Processes

Closeout starts at the commencement of the construction phase with a closeout matrix Vanir develops to ensure the contractor is informed as to what and when the closeout items are required to be submitted. Vanir will review the closeout matrix at weekly construction meetings and identify task responsibilities. The following are the items we will deliver to the City:

Occupancy Plan. Prepare an occupancy plan that will include a schedule indicating critical interfaces for the movement of furniture, new furniture, and equipment.

Instruction Manuals & Training. Prior to the conclusion of construction, we will work with the contractor and subcontractors to obtain all written material such as operations and maintenance manuals, warranties, and guarantees for all equipment installed in the project. These will be transmitted to the appropriate City staff for review prior to scheduling operations and maintenance training.

Record Documents. Vanir will perform coordination and expediting functions in connection with the contractor's obligation to provide "record" documents. Although the transmittal of final record documents takes place at the end of the project, it is imperative that this activity be monitored from the beginning of construction to assure accurate documents are available. Ensure transfer of record documents to the City including O&M manuals.

Systems Training. Training will be incorporated into the contract documents for maintenance operations and custody staff. We will assist in the coordination of training for the opening of a new institution.

Final Completion. Upon completion of all punch list corrective action, Vanir will make a final comprehensive review of the project and issue a report to the City indicating the work performed is acceptable under the contract and make recommendations as to final payment to the contractor and acceptance of the facility.

Warranty Plan. Initiate a system that identifies all warranty items that are expressed or implied from contractors, manufacturers, or suppliers for work performed and materials furnished.



A. Project Controls

Methods, including controls by which your firm manages projects of the type sought by this RFQ.

The ability to provide real time status, manage project data, forecast based on aggregate trends, and report on project health, including Key Performance Indices (KPIs) is of the utmost importance to any program or project. Having designed and implemented effective control systems and processes for several clients nationwide, Vanir is in the position to share our extensive understanding of project controls, including:

Document Controls and Reporting. At Vanir, we work with our clients to determine how a controls system will be used, define the intended results, identify any configuration limitations and understand owner/user needs and wants. We will help develop a controls system that provides guidance and reinforces the project processes to capture accurate data. Given the choice, Vanir always strives to use the best technology in the market – while also ensuring the best value for our clients. Factors taken into consideration include:

- Comprehensiveness of features
- Functionality
- Ease of use
- Dashboard/report capabilities
- Ability to quickly and efficiently rollout the system to our clients’ programs and projects

From our experience with and research into the various systems currently available in the market, we have found that there are a small number of systems that provide superior functionality and the capacity to meet the needs of most large, complex projects. Choosing a solution that is complete and captures as much information in a single place as possible, provides key advantages during construction and subsequent facility management. Often, to meet the needs of our clients and projects, it is not one system, but an integration of various online tools supplied by the construction manager, A&E and contractor.

Scheduling. Throughout planning, design and construction, Vanir’s standard practice is to proactively discover potential issues that may arise, prior to the Contractor encountering them. By a proactive approach, staying a few steps ahead of the Contractor, we can mitigate most potential issues before they become a real issue with cost or time impacts. During Construction, Vanir will review the Baseline Schedule and monthly progress schedules to verify compliance with specified project constraints, compliance with milestone dates, reasonableness of durations and sequences, accurate inter-relationships, proper planning of resources, loading of costs, balanced distribution of cash flow and completeness. In addition to providing formal comments, Vanir makes it a practice to communicate directly with the Contractor the expectations of the schedule, and even providing the “checklist” which will be used to review the schedule submittals.

Cost Estimating, Controls and Management. It’s no secret that staying within budget is an essential aspect of project success. Yet, nearly 80% of large-scale construction programs and projects come in over budget. For over 60 years, Vanir has provided cost estimating and management services that are unparalleled in accuracy and reliability.

Starting at the earliest possible point in a project, our in-house team of knowledgeable and experienced cost professionals can:

- Review the project scope
- Create a definitive and realistic cost model/plan
- Develop design phase estimates to help control scope creep
- Consider lifecycle costs
- Analyze value and risk
- Assist with procurement
- Perform post-contract cost management/final

These items serve as the basis for successful cost control and work together to maximize the value of every dollar you spend. Our estimating team, which includes experts from the civil, architectural, structural, mechanical and electrical disciplines, has a deep understanding of current industry costs and how to develop accurate estimates, from early conceptual estimates to detailed quantity-based construction estimates. As the project plan is executed, expenses are documented and tracked to ensure things align with all accepted cost management strategies.

Controlling scope creep, keeping a project on schedule, planning for the unknowns, maintaining control over the project budget, managing contingencies, knowing cash flows, are all critical aspects of sound project management. This is true for projects of all sizes, all types, and in all locations.

Value Engineering /Constructability Reviews. We have found that a design professional project team working very closely on a project can often miss obvious errors and omissions or gaps in scope. These error and omissions could translate into very expensive change orders during the construction phase. We feel it is critical to conduct 3rd party peer reviews with regards to both design and budget to ensure the contract documents depict a project end state that is both physically and fiscally sound. A peer review program will consist of multiple informal peer reviews conducted throughout the design phase at designated submittals. The function of a peer review program is more than simply catching errors and omissions; it not only incorporates constructability issues and cost cutting measures, but ensures compliance with applicable standards; the Owner’s vision, stakeholder’s expectations, and other relevant guidelines and regulations. We are available to provide peer estimating should that be required in addition to services included in the Project Controls.



B. Stakeholder Engagement

Methods for soliciting and documenting views of internal and external stakeholders.

Our construction managers are advocates for your project stakeholders. They listen and assure that stakeholder visions are translated into cost-effective design concepts and then make these visions real during construction. They will facilitate meetings with the design teams, document requirements and preferences, and review the design at each phase to confirm that stakeholder input is properly reflected. Throughout construction, our project managers will make sure that changes do not compromise user expectations. Our commitment is to deliver on day one, a finished building that will be exactly what the City, police department, and community expect.

Our team will adapt our stakeholder engagement process to fully embody the culture and style at the City of Fowler. We will:

- Work with you to identify all stakeholders who will occupy, maintain or be affected by the project.
- Meet with stakeholders to introduce the team and outline the engagement process we will undertake to make sure their requirements are incorporated into the design.
- Facilitate meetings between with stakeholder groups and the programming/design team to identify and define key requirements.
- Review building design with stakeholders at each design phase and demonstrate how their requirements are being met.
- If changes during construction affect any stakeholders, we “circle back” to the stakeholder(s) and to identify and incorporate satisfactory resolution.
- When appropriate and safe, we will tour the facility with the stakeholder(s) to provide confirmation that what is being built meets their expectations.



C. Project Management or Implementation Strategies & Techniques

Any other project management or implementation strategies or techniques to employ in carrying out the work.

At Vanir, we foster a collaborative environment built on teamwork, dedication, and full immersion into our clients’ worlds. We embed ourselves into your activities and projects to ensure comprehensive understanding that goes beyond just project details - extending to your daily pain points and organizational hurdles. This allows us to authentically represent your unified voice and vision to all stakeholders.

Our local experts exemplify this client-centric approach, serving as true advocates to represent your best interests across the full project/construction management spectrum. With proven capabilities honed through years of regional experience, our team provides unwavering owner’s representation backed by a wide range of support services tailored to your unique needs. We strive to be not just consultants, but trusted partners invested in your long-term success.



D. Efforts planned to Achieve Client Satisfaction

Efforts planned to achieve client satisfaction and to satisfy the requirements of the Scope of Work.

The core team will encourage end users and client involvement early and often, visit the site, and ask questions as construction activities are ongoing. Vanir will provide monthly reports, a responsibility matrix, and CPM review updates that will provide valuable schedule information to understand snapshot of the current activities.

The following matrix identifies those who will lead the successful execution of the identified scope items, backed by additional ★ in-house support staff (as-needed). **Scott Murphy, our Principal-in-Charge**, will provide oversight and serve as an expert resource across all tasks.

	Scope Item	Roy Magdaleno	Mac McDonald	Daniel Villaverde ★	Jennifer Garcia ★	Tony Shinali ★	Travis Price ★	Aldo Lujan ★
1	Pre-construction services that include the review of plans, verification of estimates and specification for constructability.	✓	✓					
2	Attendance at any necessary meetings.	✓	✓					
3	Oversight of the demolition of the existing Edwin Blaney Senior Center and decommissioned Fowler Hospital.		✓					
4	Work with City staff to develop and publish a Request for Proposals (RFP)	✓	✓					
5	Oversee all Construction Scope		✓					
a	General requirements, demolition, concrete, plumbing, carpentry, casework, drywall thermal/moisture protection, doors, finishes, signage, furnishings, fire suppression, mechanical/HVAC, electrical and audio-visual work.		✓					
b	Contractor's adherence to all laws and regulations governing the removal of hazardous materials.		✓	✓				
a	Contractor's adherence to the demolition of existing buildings and site preparations for construction.		✓		✓			
b	Contractor's adherence to construction drawings and contract data.		✓		✓			✓
c	Contractor's adherence to ADA compliance.		✓	✓				
d	Contractor's adherence to the project's SWPPP (Storm Water Pollution Prevention Plan).		✓	✓	✓			
e	Track procurement, scheduling, budget, weekly meetings, coordination with the contractor and stakeholders, ensuring contractors material, methods and application adhere to the design and scope of work, and ensure contractors safety program meets all agency requirements.	✓	✓	✓	✓	✓	✓	✓
f	Inspection services will include construction monitoring, assessing compliance with contract documents and proper documentation including daily reports and photographs as determined by the City. Provide code compliance inspections on behalf of the City's Building Division.		✓	✓				
g	Review of certified payroll for compliance, and related California Public Contracts Code compliance.		✓					



E. Project Schedule

Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

Tasks	Duration	April	May	June	July	Aug	Sept	Oct 24 - Nov 25
City of Fowler Senior Center & PD HQ	416 Days	[Teal bar spanning April to Oct 24]						
Preconstruction Phase	23 Days	[Dark blue bar]						
Plan and Spec Review (Constructability)	11 Days	[Dark blue bar]						
Estimate Verification	12 Days		[Dark blue bar]					
Project Administration	42 Day		[Blue bar]					
Prepare/Issue Bid Request	1 Day		[Blue bar]					
GC to Prepare and Submit Bids	21 Days		[Blue bar]					
Review Bids Submitted for Conformance	10 Days			[Blue bar]				
GC Contract Negotiation/Execution	10 Days				[Blue bar]			
Construction Phase	351 Days				[Orange bar]			
Notice to Proceed (NTP)	1 Day				[Orange bar]			
Demolition	45 Days				[Orange bar]			
Construction	303 Days						[Orange bar]	
Closeout	23 Day							[Orange bar]
Occupancy	1 Day							[Orange bar]
Expected Overall Time of Completion	582 CDS							





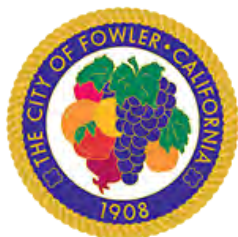
F. Organizational Chart

An organizational chart with names and assignments of key personnel and subconsultants. Include the primary office location for each name and subconsultant office location.

We have assembled a team of essential services professionals that will deliver exceptional construction and project management services to the City for the successful completion of the new David T. Cardenas Senior Center and Police Headquarters. Our Project Director, Roy Magdaleno, will direct our team and lead the project through closeout.

★ **Primary Office Location for Key Staff:**
2444 Main Street, Suite 130, Fresno, CA 93721

★ **Support Staff Office Location:**
4540 Duckhorn Drive, Suite 300, Sacramento, CA 95834



★ **Scott Murphy,**
CCM
Principal-In-Charge



★ **Roy Magdaleno,**
CCM, Assoc. DBIA
Project Director



★ **Mac McDonald**
Senior Construction
Manager

Vanir's In-House Support Staff



★ **Daniel Villaverde,**
CMIT
Quality Control Manager



★ **Jennifer Garci, CMIT**
Document Control Administrator



★ **Tony Shinali**
Estimator



★ **Aldo Lujan**
Constructability
Reviewer



★ **Travis Price,**
LEED AP, LEED AP BD+C
Scheduler



G. Specific Tasks Required of the City Staff

Description of specific tasks, deliverables, and information your firm will require from City staff. Explain what the respective roles of City staff and your firm's staff would be to complete the tasks specified in the Scope of Work.

City of Fowler will need to assist in providing timely decisions when Vanir presents options, questions, alternatives, pricing, estimates or design issues that may need immediate attention and direction. Vanir will establish a line of communication between the City staff so that information will be readily accessible timely to avoid conflicts at all levels.

Submittal Procedures. During the course of construction, the contractor will be required to submit product information that will require input, review, and approval from the City. Vanir will forward to the City and assist in this task by addressing any questions or concerns the City may have. At this stage, Vanir will provide input with regards design and making sure the product meets the design intent.

Jobsite Meetings. Meetings are scheduled at least two times a month, but would encourage the City to attend by any means (conference call, video, in person) to be kept in the loop with the status of the project, any issues, and just to be able to report back to the City leaders as well. This is also a great opportunity to bring up any other items that might affect the construction or potential changes.

Coordination of Technical Inspection and Testing. The City will need to have under contract a 3rd party material testing and special inspections lab. Vanir will handle the scheduling, and logging of all testing and inspections throughout the project.

Construction Progress Review. Vanir will provide schedule reviews and inform the City on construction progress. If the Contractor begins to fall behind and show delays beyond the allowed contractual allowance, the City will need to decide on withholding liquidated damages (LD's) or allow the contractor to make up the time within the next month to avoid the LD's.

Monthly Contractor Payment. City will need to sign and process the payment application submitted for processing.

Change Order Processing System. Vanir will submit change orders to the City to be executed and processed.

Evaluate Proposal Cost. Vanir will provide a final review of the proposed cost for City approval. Once approved, Vanir will process.

Negotiation of Change Order Costs and Time Extensions. City will execute the final agreement between Vanir and the contractor. City may attend negotiations but not necessary unless Vanir requires City input.

Final Completion. City will need to conduct a punchlist walk, schedule training with personnel.



H. Innovative, Creative or Unique Approaches

Any additional innovative, creative or unique approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

Roy Magdaleno (proposed Project Director) has developed his own tracking tool after recognizing the inefficiency of updating disparate logs individually, prompting him to merge them into one cohesive system. Throughout the process, he innovatively linked multiple Request for Information (RFI)'s to a single Potential Change Order (PCO), enhancing clarity and organization. With his tool, users effortlessly access PCO's, revisions, and approvals, streamlining tracking within a unified log. This implementation has yielded significant benefits for clients, including:

Time and Cost Savings. Eliminates client repayments and reduces time spent on administrative tasks.

Enhanced Efficiency. Streamlines processes, minimizing back-and-forth communication for all parties involved.

Risk Mitigation. Helps clients avoid claims by providing detailed and accurate information, enhancing preparedness and reducing potential disputes.

Roy's tool stands out as a valuable asset in the construction industry, addressing client needs comprehensively and efficiently where other solutions fall short.

Tailored Information. Provides clients with specific, detailed information, enabling informed decision-making and greater project oversight.

Compatibility and Integration. Offers a hybrid solution not provided by existing web-based platforms, ensuring seamless integration with other tools while maintaining superior functionality.

Example: In one instance, a contractor submitted numerous change orders, raising concerns of potential double-dipping. Without meticulous tracking, the situation could have led to overpayment, with the contractor requesting \$1.5 million for closure. However, due to the detailed records maintained through Roy's tracking log, we were able to scrutinize the requests thoroughly. As a result, we negotiated and ultimately paid only \$500,000, saving a substantial sum for the project. *"This experience is one of many that underscores the importance of meticulousness and organization, values I emphasize to my team. That's why we integrate this tracking system into all our projects, ensuring transparency, accuracy, and cost savings for our clients."* - Roy Magdaleno

Some additional innovative solutions Vanir implements on our projects include:

Creative Design Solutions. During design Vanir is always looking for cost-effective ways to achieve the project goals. Here are a few creative and sustainable design examples:

- **Flooring**
 - Finished concrete option to save on maintenance costs
- **Recycled Material**
 - Asphalt and subbase material
 - Recycled rubber mulch
 - Recycled plastic shade structures
- **Sustainable Techniques**
 - Storm water capturing plant bed

Targeted Acceleration. Vanir has had tremendous success working with architects and contractors to find construction activities that, with reasonable modification, can substantially improve the completion date. These changes have little to no cost but could have a big impact of schedule. An example of this is bringing in temporary road base to permit access to a building during the rainy season. This is done in lieu of awarding weather delay. The Owner might agree to pay for the material or in many cases the Contractor does, to avoid the non-compensable extended overhead.

Coordinated Activation. To help activation we like to coordinate activities with the construction schedule. It is important that the Contractor understands the activation requirements and schedule and conversely, the end user's activation plans consider construction status and ongoing activities.

Delivery Method. Vanir's approach for this project would be as Design-Bid-Build but include milestones in the schedule for completion of certain portions of the work prior to moving on to the next. This will force contractors to focus their efforts on the most critical path (and most expensive) and avoid creating any delays and/or project overruns.

SECTION 4

CONTRACT TERMINATIONS



CONTRACT TERMINATIONS

If your firm has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the firm's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the firm, or (b) litigated and such litigation determined the firm was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present your firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

This termination was not for default. Vanir was selected by the City of Pflugerville in Texas to provide Program Management Services beginning April 2021 to support the management and implementation of the City's Parks Program. The Agreement was to remain in effect until satisfactory completion of the Scope of Work for the initial 18-month program management phase of services. In October 2022, the City determined that Vanir had completed its services and did not have any current work-in-progress. At that time, the City elected not to continue Vanir's services for Phase 2 and exercised its right to termination without cause. Neither Party was held liable for any damages.



SECTION 5 RATE SCHEDULE



RATE SCHEDULE

Proposers shall provide a detailed hourly rate and expenses schedule including, at a minimum.

Vanir develops its fees based on knowledge of the detailed scope and duration of the project. We develop a staffing plan consistent with the client’s needs.

Our proposed hourly rates are below. Hourly rates as shown to the right, are fully burdened and are good for the first year of the contract. **Rates are subject to an annual increase of 3% over the life of the agreement.**

Travel and Mileage: All reimbursable expenses will be billed at cost as incurred. At this time, it is anticipated that mileage to and from job sites and on-site meetings and meals will be reimbursed by the client. Mileage will be billed at the standard mileage rate set by the Internal Revenue Service. We will work with you to determine the frequency of in-person meetings and site visits; our team is flexible and will be on-site as often as needed to meet project needs.

Labor Category	Hourly Rates
Principal-in-Charge	\$265
Project Director	\$245
Senior Construction Manager (On-Site/Off-Site)	\$195
Meetings and Communication	\$190
Support Staff	
Inspector	\$165
Document Control Administrator	\$100
Estimator	\$175
Constructability Reviewer	\$180
Scheduler	\$175
Travel and Mileage	←
Markup on Printing	% 5
Markup on Subconsultants	% 5



Solutions for Success



VANIR

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EXHIBIT B

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Vendor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Vendor shall cause any subcontractor with whom Vendor contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Vendor's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Vendor shall maintain the following types of insurance with limits no less than specified:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(iv) Umbrella or Excess Liability. In the event Vendor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

(v) Professional Liability. Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

If Vendor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, and agents, are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance (at least as broad

as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and agents shall be excess of the Vendor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Vendor grants to the City a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Fowler Risk Services. The City may require the Vendor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Vendor shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Vendor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Vendor's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Vendor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Vendor, and the Vendor shall pay the cost thereof to City upon demand, and City shall furnish Vendor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Vendor under this Agreement.

e. Subcontractors. If the Vendor should subcontract all or any portion of the work to be performed in this Agreement, the Vendor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Vendor to City under this Agreement.

EXHIBIT C

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Section 9, Item 9C.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center License #0B29370 PO Box 2110 Rancho Cordova CA 95670	CONTACT NAME: Rebecca Foster PHONE (A/C, No, Ext): 916 576-1524 E-MAIL ADDRESS: Rebecca.Foster@epicbrokers.com	FAX (A/C, No): 916 583-7613													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : Aspen Specialty Insurance Company</td> <td>10717</td> </tr> <tr> <td>INSURER D : Lloyd's of London</td> <td>85202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : Aspen Specialty Insurance Company	10717	INSURER D : Lloyd's of London	85202	INSURER E :		INSURER F :
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1569543314 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO102078407	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA1N956267	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ Nil			CX00HAT23	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC102078307	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made-Retro Date 01/01/1982			B0702BN301750R	7/1/2023	7/1/2024	Each Claim/Aggregate Retention \$3,000,000 \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Fowler New Police Department Headquarters and Senior Center (R210639.000). Additional Insured: City of Fowler, its officers, officials, employees, agents, and volunteers. When required by written contract, Additional Insured status with primary coverage applies to General Liability and Automobile Liability and Waiver of Subrogation applies to General Liability, Automobile Liability, and Workers' Compensation, all per the attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of Fowler Attn: Wilma Tucker, City Manager 128 South 5th Street Fowler CA 93625	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO102078407

Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.


ZURICH

General Liability Supplemental Coverage Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO102078407

Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – **Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- 1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2.** The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: April 16, 2024

FROM: ERIC M. ROCHA, Public Works Director

SUBJECT: APPROVE an Agreement for the Water Tower Rehabilitation Phase 2 Project in the amount of \$199,836.00 to Cal Inc. and authorize the City Manager to negotiate and execute the Agreement.

EXECUTIVE SUMMARY

The Water Tower Rehabilitation Phase 2 Project (Project) includes abatement of some hazardous materials, encapsulation of the tank and frame, safe disposal of any hazardous materials, and painting of the tank consistent with the City's planned community outreach and visual identity plan. This action is based on the direction staff received at the January 16, 2024, City Council meeting.

BACKGROUND

In 2023, the City engaged Dewberry Architects to assess the City's water tower for rehabilitation. Although it is no longer used as a part of the City's water distribution system, it is an important community identifier. As a part of that assessment, the City learned the tower had potential for uplift of the water tower legs during a high wind event, existing coating of the tank and structure contain heavy metal contaminates, and corrosion at connections between the tank and the water tower legs. Phase 1 of the project is already underway and consists of the installation of concrete blocks to mitigate structural uplift.

The City received three proposals for the Project. Each proposal presented unique methodologies and associated costs, reflecting varied approaches to preserving this significant landmark. A comprehensive evaluation was undertaken, focusing on the adaptability of these methods to the specific needs of the water tower, their compliance with environmental standards, and their overall cost-effectiveness. Initial cost estimates also indicated that removal of the tower and tank in their entirety, or replacement with a replica, were more costly.

Cal Inc.'s proposal stood out as the most beneficial, aligning closely with the project's goals by offering a thorough and financially viable solution without compromising on quality. Their approach detailed a full spectrum of rehabilitation activities. This careful selection process highlights the City of Fowler's commitment to maintaining its community identifiers in a manner that honors its past while responsibly managing its resources for future generations.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

Staff have performed a preliminary environmental assessment and have determined that the project is exempt under Section 15301 of the California Environmental Quality Act (CEQA) Guidelines because the project would result in the repair and improvement of an existing City-owned water tank. CEQA Guidelines Section 15301 states that projects resulting in the repair or maintenance of existing publicly owned utility facilities are exempt from further environmental review under CEQA. The project would not result in any potential environmental impacts under CEQA. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

GENERAL PLAN CONSISTENCY

This action is consistent with the following General Plan Policies and Goals:

Goal CDES-1

Through community design, Fowler fosters and reinforces the City's unique sense of place.

GOAL CDES-2

Fowler incorporates enhanced gateways and wayfinding systems for an improved sense of arrival and orientation for residents and visitors. Goal CDES-3 Downtown Fowler is preserved and enhanced as the primary cultural and civic core of the community.

Policy CDES-2

Enhance wayfinding opportunities within the planning area.

Policy CDES-7

Maintain the integrity of community identifiers, that contribute to Fowler's character. Community identifiers may include notable landmarks, historic buildings, and areas of historic, architectural, or aesthetic value.

Policy CDES-10

Improvements to older buildings in the downtown area and throughout the City should enhance rather than weaken the original character of such buildings.

Policy CDES-11

Protect and enhance the downtown area as a critical element of Fowler's identity and small-town character.

Goal ED-3b

Prioritize capital improvement projects that also support economic development goals.

Goal SAF-27a

Evaluate critical facilities for risk from seismic and geological hazards. Prioritize improvements based on level of expected risk.

FISCAL IMPACT AND PROCUREMENT PROCESS

The Project will be fully funded by American Rescue Plan (ARPA) funds. No City General Fund or Water Enterprise Fund monies will be used. This strategic use of federal resources aligns with ARPA's goals of supporting economic recovery and strengthening municipal infrastructure post-pandemic. By leveraging ARPA funds for this project, Fowler demonstrates fiscal responsibility while preserving and enhancing its historic infrastructure for future generations.

This award is subject to the California Public Contracts Code. It is consistent with the City's Purchasing Policy (Council Resolution No. 2709), and Fowler Municipal Code 7-4.03. As the award amount is over \$60,000, it is being brought for City Council consideration.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Cal Inc. Agreement and Scope of Work

**CITY OF FOWLER
SMALL PROJECT CONSTRUCTION AGREEMENT**

This Construction Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and CAL Inc. ("Contractor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on April 16, 2024 ("Effective Date"), following approval by the City Council.

RECITALS

- A. City desires to obtain construction services ("Work") for completion of the public work described in Section 1 ("Project"), and as further set forth in Project (**Water Tower Paint Stabilize and Encapsulation Project**) and related documents ("Bid Package") and incorporated herein by reference.
- B. Contractor is engaged in the business of public works construction and hereby warrants and represents that Contractor is qualified, licensed, and professionally capable of performing the Work on the Project.
- C. Contractor submitted a complete bid for the Project, including all required forms, bonds, certificates, and other documents ("Contractor's Bid"), that was approved by City for award of contract for the Project and is incorporated herein by reference.
- D. City desires to award Contractor the contract for the Work, and Contractor desires to perform the Work on the Project, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

AGREEMENT

1. Scope of Work. Contractor shall furnish all labor, equipment, and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Water Tower Paint Stabilize and Encapsulation

The Work shall be in strict compliance with the plans, drawings, specifications, and conditions for the Project and other documents relating thereto ("Project Documents"), which are incorporated herein by reference. The Bid Package, including any Addendum thereto, and Contractor's Bid, shall be part of the Project Documents, which shall be part of this Agreement. If there is a conflict between the Project Documents and this Agreement, or any amendment to this Agreement, this Agreement and any amendment thereto shall control. No contractual terms and/or conditions found in Contractor's Bid shall purport to waive, disclaim, or limit Contractor's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Work performed by Contractor.

2. Changes in the Work. Changes in this Agreement or in the Work to be done under this Agreement shall be made in writing. City reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by City to be necessary or advisable for the proper completion or construction of the Work, and the City reserves the right to require

Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed, written order by City for the change in the Work. City shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Project Documents unless the same shall have been authorized by and the cost thereof approved in writing. No extension of time for performance of the Work shall be allowed hereunder unless such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing.

3. Commencement of Work; Schedule; Completion of Work. Contractor shall commence the Work upon City's issuance of a written "Notice to Proceed" and shall continue with the Work until Contractor has satisfactorily performed and completed the Work as determined by City, or until such time as the Agreement is terminated pursuant to Section 23 herein, whichever is earlier. Contractor shall perform the Work according to the schedule set forth in the Project Documents, if applicable. If no schedule is set forth in the Project Documents, City and Contractor shall mutually agree on a schedule for performance of the Work and completion of stages or milestones, if applicable. The schedule shall be subject to modification based on the City's operational needs. City will notify Contractor in advance of any modification to the schedule and issue a written notice pursuant to Section 2, if applicable. The Project shall be completed not later than **30 days** after the date the Notice to Proceed is issued ("Completion Date").

4. Payment for Work. City shall pay Contractor a sum not to exceed **One Hundred and Ninety-Nine Thousand Eight Hundred Thirty-Six Dollars** (\$199,836) for the Work satisfactorily performed pursuant to this Agreement, inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. Contractor shall submit monthly invoices to City containing detailed information regarding the progress of the Work and City shall tender payment to Contractor within thirty (30) days after receipt of invoice, subject to Section 5, below.

5. Retention and Withholding Payments. Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. City shall retain five percent (5%) of any approved progress payment, except it may retain more if it makes special findings pursuant to Public Contract Code section 7201. City may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect City. In addition, City may withhold payment, in whole, or in part, to such extent as may be necessary to protect City from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Project Documents or based on stop payment notices. City shall pay the retainage pursuant to Public Contract Code section 7107.

6. Independent Contractor Status. Contractor and its subcontractors shall perform the Work as independent contractors and not as officers, employees, agents or volunteers of City. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

7. Contractor Representations; Standard of Care; Compliance with Law. Contractor represents that Contractor and any subcontractors utilized by Contractor are and will be qualified in the field for which the Work is being provided under this Agreement and Contractor and any subcontractors are now, and will be throughout their performance of the Work under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Work required and contemplated by this Agreement, as may be required by law. Contractor and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable

diligence and best judgment while performing the Work, and shall comply with all applicable laws, regulations, and industry standards. Contractor shall comply with all Labor Code requirements for public works projects applicable to Contractor's work under this Agreement.

8. Licensing. Contractor shall maintain the following license throughout the performance of this Agreement: Class B and C33. Contractor shall also obtain and maintain a City of Fowler Business Tax Certificate prior to commencing performance of the Work.

9. Payment Bond. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a payment bond for its portion of the Work which shall cover 100% payment for all obligations arising under the Project Documents and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

10. Performance Bond. Prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a performance bond for its portion of the Work which shall cover 100% faithful performance of all obligations arising under the Project Documents. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

11. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 23 of this Agreement, if any Work performed hereunder is not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Contractor to correct the Work in conformity with the requirements of this Agreement at no additional increase in the payment to Contractor. Contractor shall promptly correct the work rejected by City for failing to conform to the requirements of the Project Documents. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Contractor to take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement. In the event Contractor fails to correct the Work or fails to take necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

12. Delay Damages. Time is of the essence with respect to this Agreement and the Work performed by Contractor. Contractor's failure to timely complete the Work under this Agreement shall result in the assessment of delay damages at the rate of **\$100.00 per day** for each calendar day the Project remains unfinished beyond the Completion Date or Work remains incomplete beyond any phase or milestone identified in the schedule as being subject to Delay Damages. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Project are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Project is delayed.

13. Identity of Subcontractors. To the extent the following is not already included in Contractor's Bid and subject to the requirements of Public Contract Code section 4107, if applicable, Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors Contractor intends to utilize in Contractor's performance of the Work on the Project; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

14. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Contractor; (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement; and (d) require the payment of prevailing wages in accordance with State and Federal law, if applicable.

15. Prevailing Wages; Apprenticeship. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof. Contractor shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Contractor shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Contractor shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Contractor shall register with the Department of Industrial Relations, if required.

16. Power to Act on Behalf of City. Contractor is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

17. Record Keeping; Reports. Contractor shall keep complete records showing the Work performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all plans, drawings, specifications, and/or reports upon reasonable request by City and of all final plans, drawings, specifications, and/or reports prepared by Contractor under this Agreement.

18. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Contractor or its subcontractors in connection with the Work, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Contractor shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs

first. Contractor shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

19. Confidentiality. All Work Product prepared and performed by and on behalf of Contractor in connection with the Work performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Work, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

20. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects or work for which Contractor's services are rendered, or any publicity pertaining to the Contractor's Work under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

21. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, in the Work or the Project which would affect Contractor's or its employees' performance of the Work and the completion of the Project. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Work. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Work under this Agreement. During the performance of the Work, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

22. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

23. Termination of Agreement. This Agreement shall terminate upon completion of the Work, or earlier pursuant to the following.

a. Termination by City: For Convenience. City may, at any time, terminate this Agreement for convenience and without cause. Upon receipt of written notice from City of such termination, the Contractor shall (1) cease operations as directed by the City in the notice; (2) take actions necessary, or that the City may direct, for the protection and preservation of the work; and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

b. Termination by City or Contractor: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure to cure within that time period or commence reasonable steps to cure the breach. Contractor's failure to perform the Work as required by this Agreement or failure to correct non-conforming Work shall constitute a material breach of this Agreement.

c. Compensation to Contractor Upon Termination. Contractor shall be paid compensation for Work satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Contractor's compensation has not become due, Contractor shall be paid the reasonable value of the Work performed. However, in no event shall such payment when added to any other

payment due under the applicable part of the Work exceed the total compensation of such part as specified in Section 4 herein. In the event of termination due to Contractor's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Contractor shall: (i) promptly discontinue all Work affected, unless the notice directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such Work Product for any reason whatsoever.

24. Insurance. Contractor shall satisfy the insurance requirements set forth in **Exhibit A**.

25. Indemnity and Defense. Contractor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Contractor or its subcontractors relating to the performance of Work described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole or active negligence or willful misconduct. Contractor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

26. Warranty. Contractor warrants that material and equipment furnished for the Project will be of good quality and new unless otherwise required or permitted by the Project Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Project Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Such warranty shall extend for a period of not less than one (1) year from completion of the Project. If within the applicable warranty period any of the Work does not comply with the Project Documents, the Contractor shall correct it after receipt of City's written notice to do so. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period.

27. Taxes. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Work under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

28. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

29. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the

other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

30. Entire Agreement. This Agreement, including the Project Documents, represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

31. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

32. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit B**.

33. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

34. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Fresno, California. Contractor shall perform the Work required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

35. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

36. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

37. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

38. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

39. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the performance of the Work or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

CITY OF FOWLER

By: _____
Rene Vargas, Project Manager

By: _____
Wilma Tucker, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Contractor
Company Name: CAL Inc.
Attn: Rene Vargas
Title: Project Manager
2040 Peabody Rd., Suite 400
Vacaville, CA 95587
rvargas@cal-inc.com
(707) 446-7996

City of Fowler
Department Name: Public Works
Attn: Eric Rocha
Title: Director of Public Works
128 S. 5th Street
Fowler, CA 93625
erocha@ci.fowler.ca.us
(559) 834-3113

ATTEST

Angela Vasquez, City Clerk

APPROVED AS TO FORM

Scott Cross, City Attorney

file:///J:\WDOCS\00601\037\AGT\00802705.DOC

EXHIBIT A

INSURANCE REQUIREMENTS

Prior to commencement of the Work, Contractor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit A**. Contractor shall cause any subcontractor with whom Contractor contracts for the performance of Work pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Contractor's performance of Work under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Contractor shall maintain the following types of insurance with limits no less than specified:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The General Liability Insurance shall be maintained for a period of ten (10) years following the earlier of completion of the Work by Contractor or termination of this Agreement.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(iv) Umbrella or Excess Liability. In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Work performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents,

and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Contractor grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Fowler Risk Services. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Contractor shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Work under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Contractor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Contractor's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Contractor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Contractor, and the Contractor shall pay the cost thereof to City upon demand, and City shall furnish Contractor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Contractor under this Agreement.

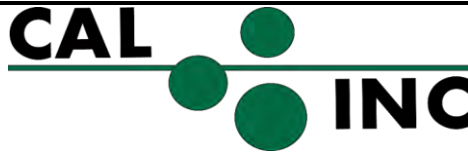
e. Subcontractors. If the Contractor should subcontract all or any portion of the work to be performed in this Agreement, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Contractor to City under this Agreement.

EXHIBIT B

SIGNING AUTHORITY



2040 Peabody Rd Vacaville, CA 95687 | (707) 446-7996 phone | (707) 446-4906 fax

PROPOSAL FOR CONTRACTING SERVICES

Your Solutions Provider for
 Asbestos, Lead & Mold Abatement,
 Hazardous Waste Remediation,
 Demolition, Construction,
 Painting and Coatings,
 Training and Certifications

License & Certifications
 Certified Minority Owned Business
 (MBE)
 CSLB 657754
 (A, Asb, B, C-13, C-21, C-22, C-33, C-39, Haz)
 DTSC Haz Waste Transporter #6424
 DOT Haz Mat Registration #061519600004B
 CA DMV Motor Carrier Permit #0471635
 EPA #CAL000409258
 CHP Haz Materials Transport #222386

SSPC Certified
 DIR#: 1000003209

Client : City of Fowler
 Client Address: 128 S. 5th St.
 City, State & Zip: Fowler CA
 Client Contact : Eric M. Rocha
 Client Phone: 559-834-3113 x121
 Client Email or Fax: erocha@ci.fowler.ca.us

Job #: 33697
 Job Type: 01 Lead PW
 DIR Determination N/A
 Certified/SAD 140/ Davis Bacon: Certified - Prevailing
 BID Expiration: 4/19/2024
 Wage Type : Union - Laborers

City of Fowler- Water Tower Lead
 Project Ref Name : Paint Stabilize and Encapsulation
 Site Address: 231 S. 5th St.
 City, State, Zip: Fowler CA 93625
 County: Fresno
 Bid Type: Lump sum
 Mobilization: 10%
 Client Provided Permits: NONE REQUIRED

Bid Position: Subcontractor
 CAL INC PM: Rene Vargas
 CAL INC PM PH#: Rene Vargas 707-689-7563
 CAL INC PM Email: rvargas@cal-inc.com
 CAL INC Estimator: Rene Vargas
 CAL INC Estimator PH#: Rene Vargas 707-689-7563
 CAL INC Estimator Email: rvargas@cal-inc.com
 CAL INC Permits Required: CAL OSHA Lead (only)

BID Expiration: 30 days from submittal date. Extension may be granted upon request

Attention: City of Fowler

Date: 3/20/2024

We are pleased to submit our proposal for the above referenced project to furnish Supervision, Labor, Material, Tools and Equipment to Abate or Construct in accordance with the general terms and conditions shown hereinafter.

Pricing is based entirely upon the scope of work described below. Any changes to the scope or terms and conditions may result in price modifications.

GENERAL SCOPE OF WORK

CAL INC shall provide necessary labor, equipment, and materials to complete Lead Paint Stabilization and Encapsulation.

Water Tower Tank and Frame: Includes ground containment out 20 feet or as feasible to catch paint chip debris. Area will be delineated and signs posted visible from all angles approaching work zone. Only Certified Lead Workers will enter regulated areas wearing proper PPE. Work to be performed following all state and federal regulations. Included are 4 frame legs, water tank, and attached components. All loose and flaking paint will be hand scraped to a hard edge. Debris will be cleaned up promptly to prevent from exiting work zone. Surface preparation will be done using hand means, wet methods and HEPA vacuums. Full work plan to be provided prior to work starting. CAL OSHA will be notified 24hrs prior to work start date.

Encapsulation: Tank and Frame will be prepared for encapsulation. Bare metal and rusted metal will be cleaned/spot primed with Zero Rust Industrial Primer 2 coats. Encapsulation includes 1 coat of (LBC Lead Barrier Coating) 75% tinted to finish color.

Transport and Disposal: CAL INC will manifest and haul up to 2- 55 gal drums of lead waste to an approved facility. Client to provide Generator Name, Address, EPA ID #, and Phone number. Manifest to be signed by Generator prior to waste leaving the site.

High Performance Acrylic: Tank and Frame shall receive 2 coats of SW Pro Industrial Acrylic Coating. Client to provide color and sheen. CAL INC recommends at least a semi-gloss finish, 1 color is included.

Area at base to be clear and accessible by manlift, ladder, or other. No other work out of this scope is included.

All work to be performed in 1 mobilization.

GENERAL DETAIL FOR SCOPE OF WORK

*Disposal (if applicable): Disposal cost provided is per drum/bin price or per estimated amount of drums/bins needed to complete scope. If additional bins/drums are required; additional fees will apply.

CAL INC is also a licensed hazardous waste hauler.

*If transport and disposal is included in CAL INC's proposal, CAL INC will transport and dispose/recycle materials per regulations. All materials costs and values associated with all debris and recycled materials are the responsibility of CAL INC and included in the proposal.

*No other work on any other plan sheet or documents are included in this bid.

*No patch, repair, relocation or new work included in bid.

*Bid does not include shoring, or engineering services.

*Bid based on M-F normal business hours.

*Bid does not recognize any PLA or specific non asbestos union agreements. CAL -INC will not be held to agreements with others unless specifically signed for by CAL INC by job

Special Notes

*** If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.**

***CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. For purposes of this Bid the Term "BASE" refers to 2040 Peabody Rd Vacaville CA 95687**

A 10% Mobilization fee will be charged on all work over \$10,000.00 This is a non-negotiable charge

Permitting Required

Page 1 of 4

Air Quality permits Required

CAL OSHA Lead (only)

Other permits Required NONE REQUIRED

PROPOSAL PRICING

Section 9, Item 9D.

Project Exclusions and Inclusions

*This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.

*Includes: Labor, materials, equipment, and disposal costs.

*Includes the Following Insurance: Insurance will only be held for the duration of CAL INC's scope of work.

>General Liability = \$6M occurrence/\$7M aggregate

>Auto = \$1M

>WC = \$6M

>Professional liability = \$6M occurrence/\$7M aggregate

>Pollution liability = \$6M occurrence/\$7M aggregate

*If additional insurance coverage is needed outside our normal limits a change order may apply.

*Includes CAL/OSHA Notification. Does not include 10 day AQMD notification unless specified in scope of work/pricing. If the project gets cancelled and a AQMD notification (10 day) has already been filed by us, CAL INC will be charged a cancellation fee, which will then be passed along to the client or general contractor.

*Assumes Water and power are available or provided on site.

*Excludes anything not called out in scope of work.

*Excludes Perimeter Monitoring and/or Clearance Sampling.

*Excludes moving of any items prior to commencement of work.

*Excludes Patch, repair, or any new work.

*Excludes Bonds & Builders Risk Insurance.

*Excludes Permits, Excludes Shoring

*Excludes anything not called out in scope of work.

*Excludes PLA or any other union agreement outside our local 67 union agreement.

*Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.

*Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.

*This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.

*Parking must be available for workers onsite. Parking will be charged at cost plus 5% if not provided

*Payment is due at NET 30 for all public works projects. Payment is due upon completion for all others.

*Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law. If required: Retention shall be paid at NET 30 from CAL INC's completion of work. Furthermore, will not exceed a year from work performed.

*Verbal discussions regarding start date might be discussed prior to contract or proposal being signed; However, CAL INC cannot guarantee schedule until after contract or proposal is signed.

If any of the assumptions below are related to or mentioned in a line item or scope in our proposal the following assumptions applies:

> For Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site

> Cont. Paint Work: It is the Owners/GC responsibility to notify all persons of the activity of work being performed. CAL INC will not be responsible for any overspray within 900 feet of the working area.

> Cont. Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site

> Cont. Paint Work-: CAL INC is an SSPC member. CAL INC holds the PCI Level 1 and QCS certification. No other SSPC certifications are included.

>For Concrete Slabs -Foundation slab work is based on industry standard thicknesses no greater than 6 inches. Foundation slabs are to remain. Anchor bolts to be removed at slab level. If slabs are removed. Rough grade only. No pad prep. If the concrete exceeds these standards, a change order may apply.

>For Concrete Footings-Concrete Footings to be snapped up to 2 ½ feet down. This is based on industry standard thicknesses. If the concrete exceeds these standards, a change order may apply.

> For Mold Work: Due to Mold being a living organism, any water intrusion will cause the mold to return. CAL INC is not responsible for recurring mold after remediation has been completed by CAL INC.

> Ladder/Equipment:Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item

>Lead-Paint Stabilization/Removal Work: Work proposed is for remediation purposes, not renovation unless otherwise stated above. No sanding will be performed unless stated specifically in the scope of work. There will be small hairline surfaces where the loose and flaky is removed from the remaining stabilized paint. Depending on the thickness of the paint layers, there may be some peeling of wall paint. CAL INC will do everything possible to avoid, but will not be held responsible for repairs if layers do come off the wall. LBC encapsulation will be applied to the top to stabilize the paint edges. Priming and painting of the remediated areas are not included unless specified in the scope of work specifically.

ITEMIZED BREAK DOWN

Description	Amount
Lead Stabilization: Water Tower Tank and Frame	\$ 75,452
Full Encapsulation of Tank and Frame	\$ 53,506
Lead Waste: Transport and Disposal: 4-55gal Drums	\$ 3,592
High Performance Acylic: Water Tank and Frame 2 Coats	\$ 67,286

Terms and Conditions of Agreement

- 1 Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
- 2 Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
- 3 Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.
- 4 Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.
- 5 Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law.

- 6 Price: The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:
 - a) any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any government wages or increases in insurance costs and rental rates;
 - b) any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
 - c) any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
 - d) any other charges for which Customer may be responsible under these Terms and Conditions.
- 7 Loss or Damage to Materials or Equipment: The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for all purposes of this Agreement from the time it is received by the Customer until the time that the materials or equipment has been returned to CAL INC's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at CAL INC's then current list price or such other rate agreed between CAL INC and Customer in writing, at the time such loss or damage is discovered by CAL INC.
- 8 Extra or Additional Materials, Equipment or Services: CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.
- 9 Payment: Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.
- 10 Default and Termination: Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. [. . .] Upon default, CAL INC may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including any and all reasonable legal costs and attorney fees paid by CAL INC retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.
- 11 Entire Agreement: This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract
- 12 Waiver of Consequential Damages, Liquidated Damages: Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.
- 13 Notice: Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.
- 14 Waiver of Subrogation: To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.
- 15 Claims: All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
- 16 Emergencies: In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
- 17 Technical Information: Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:
 - a) Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
 - b) All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
 - c) Assembly drawings will be charged out at \$55.00 per hour.
 - d) All notes, note sheets, specifications, and other information provided with CAL INC's drawings shall become part of this Contract.
- 18 Damage Limitation. Notwithstanding any other provisions of this contract, CAL INC is not liable for any loss, damages or injuries arising from or in connection with this contract to any persons or property except to the extent caused by the negligence of CAL INC. Without limiting the foregoing, it is specifically agreed that CAL INC is not liable for any loss or damage arising out of any one or more of the following:
 - a) Unauthorized alteration or modification of material or equipment by Customer or any third party.
 - b) Overloading or inappropriate use of material or equipment by Customer or any third party.
 - c) Damage to material or equipment by third parties.
 - d) Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.
 - e) Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.
- 19 Indemnity: To the extent permitted by law, Customer shall defend, indemnify and hold harmless CAL INC against any and all claims, actions, expenses, damages, losses and liabilities, including attorneys fees and expenses, for personal injuries (including death) and/or property damage arising from or in connection with this contract and/or CAL INC's equipment and services, but only to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of Customer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 20 Compliance with Laws: Customer agrees to observe and conform to all applicable governmental laws, rules and regulations and Customer shall defend and indemnify CAL INC for the Customer's failure to comply with such laws, rules and regulations. All parties agree that they will abide by provisions and regulations.
- 21 Law of Contract: The terms and provisions of the Contract shall be construed and enforced in accordance with the laws of the Province or State in which the Project is located.

- 22 Title to Equipment:** Title to the materials and equipment, shall at all times and at all places, remain with CAL INC. The materials and equipment shall not, without prior written consent of CAL INC, be removed from the site designated by the Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. CAL INC shall have the right, at any time, to file or register its ownership, interest and/or title in or to the materials and equipment, and this Agreement as may be permitted by law. **Section 9, Item 9D.**
- 23 Standard of Performance:** CAL INC shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. CAL INC makes no representations, warranties, express or implied, in conjunction with these services. CAL INC shall not be responsible whatsoever for any claim or demand in respect to any Technical information, opinion, data, drawings or specifications which are not marked or stamped by a Professional Engineer engaged by CAL INC.
- 24 Information Supplied by Others:** CAL INC shall be entitled to rely upon information supplied by or through Customer in performing its services. Customer warrants that the information supplied to CAL INC shall be accurate, complete, and appropriate for the Project and CAL INC's scope of work. Customer agrees to defend, indemnify and hold CAL INC harmless from, any and all costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to CAL INC.
- 25 Scope of Services:** CAL INC shall provide services as outlined in the attached proposal. In the performance of these services, CAL INC shall supervise the work of its own employees and agents, only. CAL INC shall not supervise, direct, or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
- 26 Access to the Work Site:** Customer shall obtain the necessary permits or permission for CAL INC to have access to the site, or to erect from adjoining property, if required. CAL INC shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to provide the following:
- 27 Miscellaneous:** Customer is precluded from assigning the Contract in any manner whatsoever. Time shall be of the essence of this Contract. In the event any term, provision or condition of this Contract is held to be invalid, illegal, or unenforceable, it shall not affect the validity, illegality or enforceability of the remainder of the Contract. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors. Each party agrees to execute such further papers and documents that may be necessary to carry out the intent and purpose of this Rental/Sales contract and its provisions.
- 28 ARBITRATION CLAUSE:** CAL INC and the Customer agree to conduct their relations under this contract on the basis of friendship, fair dealing and mutual respect. In the event, however, that any dispute or claim should arise out of or in connection with any matter, including the interpretation, enforcement, jurisdiction, performance or non-performance of this contract, CAL INC and the Customer agree to resolve such dispute or ambiguity expeditiously through discussion and consultation and, if necessary, through consultations at their highest management levels. In the event that a dispute or claim cannot be resolved through discussion and consultation, it shall be referred to binding arbitration in accordance with the commercial industry rules of the American Arbitration Association. The award of the arbitrators shall be final and binding, and shall be enforced in any court of competent jurisdiction.
- 29 Service Of Notice Of Arbitration:** The parties agree that service of any notices in reference to such arbitration at their addresses as given in this Contract (or as subsequently varied in writing by them) shall be valid and sufficient.
- 30 Damage for Delays:** Notwithstanding any other provisions to the contrary, CAL INC may recover delay damages when the delays are caused by persons other than CAL INC or events beyond CAL INC's control.
- 31 Extra Work:** CAL INC will not perform any extra work outside the work scope defined herein unless requested in writing by CUSTOMER. CUSTOMER agrees to reimburse CAL INC for all authorized extra work at the following rates; straight time at \$77.11, overtime at \$101.50, and double time at \$130.28 per hour, per man, plus rental for additional equipment and extra materials at cost plus 15%. Until a Change Order is in place, replacing these rates

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTER OF THE BOARD, WHOSE ADDRESS IS: Contractors State License Board, PO Box 26000, Sacramento, California 95826

Again we appreciate the opportunity to provide our quotation for this project and sincerely hope that our prices, terms and conditions merit your full consideration in the award of this contract.

Respectfully Submitted,

Accepted By Authorized Representative of Above Client/Company

Rene Vargas

Estimator Print Name

Rene Vargas

Estimator Signature

CAL INC

Project Manager PH : Rene Vargas 707-689-7563
 Project Manager Email: rvargas@cal-inc.com
 Office: 707-446-7996
 Fax: 707-446-4906
 Estimator Phone: Rene Vargas 707-689-7563
 Estimator Email: rvargas@cal-inc.com

Rene Vargas

Project Manager

Rene Vargas

Project Manager Signature

33697

Job #

Print Name

(Signature)

Address

Contractors License #:

Date of signature

PO# if applicable

0

DIR WAGE Determination for all Prevailing wage work

TBD

Contract Value



EST. 1979

CAPABILITIES STATEMENT

CAL INC / CALINC Training, LLC.

CAL INC - CSLB License No. 657754

- A, B, C-13, C-21, C-22, C-33, C-39, ASB, HAZ

CAL INC - DOSH Registration No. 482

CALINC - EPA Lead-Safe Firm No. NAT-19569-2

CAL INC - SSPC Member ID No. 67930

- The Society for Protective Coatings
- Protective Coatings Inspector - Level 1 & 2 Certification

CAL INC - Minority Business Enterprise (MBE) Certified

CAL INC - Golden Shovel Certified

- PG&E Contractor Safety Program
- ISN Participation for Safety

CAL INC - Signatory to Local 67 Laborers Union

- Abatement Laborers Only

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 Phase II Environmental Site Assessments
 Clearance & Abatement Oversight/Monitoring

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 Pre-Fab Buildings Metal Walls & Roofs

CONTACT:

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