



LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

August 27, 2024, 6:00 P.M.
City Hall, 251 E. Honolulu St., Lindsay, CA 93247

Mayor
Ramiro Serna
Mayor Pro Tem
Yolanda Flores
Councilmembers
Hipolito Angel Cerros
Rosaena Sanchez
Misty Villarreal

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on Tuesday, August 27, 2024 at 6:00 p.m. in person and live via YouTube.

 **City of Lindsay YouTube Channel:** <https://www.youtube.com/@CityofLindsay>

Se anima a los hispanohablantes a asistir a las próximas reuniones del Concejo Municipal de Lindsay. Para traducción al español, comuníquese con la oficina de la Secretaria Municipal por teléfono, (559) 562-7102 ext. 8034, o regístrese unos minutos antes en el momento de la reunión del Consejo.

Rules for Addressing the City Council:

- Members of the public may address the City Council on matters within the jurisdiction of the City of Lindsay.
- Persons wishing to address Council concerning an item on the agenda will be invited to address the Council during the time that Council is considering that agenda item. Persons wishing to address Council concerning issues not on the agenda will be invited to address Council during the Public Comment portion of the meeting.
- When invited by the Mayor to speak, please step up to the lectern, state your name and city of residence, and make your comments. Comments are limited to three minutes per speaker.

Americans with Disabilities Act

Pursuant to the Americans with Disabilities Act, persons with disabilities who may need assistance should contact the City Clerk prior to the meeting at (559) 562-7102 ext. 8034 or via email at mpeton@lindsay.ca.us.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE AND INVOCATION** – Pledge of Allegiance to be led by Councilmember Villarreal and an invocation to be provided by Pastor Josh Treadway of The Harvest Center.
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT** – Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.
6. **COUNCIL REPORT**
7. **CITY MANAGER REPORT**
8. **STAFF UPDATES** – City Services, Finance, Human Resources, Public Safety, & Recreation Services
9. **CONSENT CALENDAR** – Routine items approved in one motion unless an item is pulled for discussion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

9.1 Waive the Reading of Ordinance and Approve by Title Only.

Action & Recommendation: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

Submitted by: Maegan Peton, City Clerk

9.2 Minutes of the Regular and/or Special Meeting of August 13, 2024.

Action & Recommendation: Approve as submitted.

Submitted by: Maegan Peton, City Clerk

9.3 Warrant List for August 5, 2024 Through August 18, 2024.

Action & Recommendation: Accept the Warrant List for transactions dated August 5 through August 18, 2024.

Submitted by: Lacy Meneses, Director of Finance

10. PUBLIC HEARINGS

10.1 Conditional Use Permit 24-02 Recycling Collection Center.

Action & Recommendation: Approve Resolution 24-29 approving Conditional Use Permit No. 24-02 for a recycling center at 455 N. Mirage (APN 205-220-007).

Submitted by: Kira Stowell, Senior Planner for QK, Inc.

11. ACTION ITEMS

11.1 Award Contract for the Construction of the Olive Bowl/Kaku Park Expansion – Phase 1 Project.

Action & Recommendation: Award and authorize the Mayor or Mayor Pro Tem to sign a contract with the lowest responsible bidder, Unified Field Management Services of Bakersfield, CA in the amount of \$7,798,767.55 for the construction of the City of Lindsay Olive Bowl/Kaku Park Expansion – Phase 1 Project; and authorize staff to value engineer the remaining phases of the project.

Submitted by: Neyba Amezcua, Principal Project Manager-QK, Inc.

11.2 Purchase of a Prefabricated Restroom/Concession/Storage Building for the Olive Bowl/Kaku Park Renovation Project.

Action & Recommendation: Approve the purchase of a 24 X 40 prefabricated restroom/concession/storage building from Structure Cast of Bakersfield, CA for \$551,814 for the Olive Bowl/Kaku Park Renovation Project; and authorize the Mayor or Mayor Pro Tem to execute all related purchase documents.

Submitted by: Neyba Amezcua, Principal Project Manager-QK, Inc.

11.3 GameTime Grant Funding and Purchase of Playground Equipment.

Action & Recommendation: Staff recommends that the City Council take the following actions:

- 1. Acknowledge the Grant:** Formally acknowledge the receipt of the grant award, which will fund the purchase of recreational equipment from GameTime.
- 2. Authorize the Purchase:** Authorize the City Manager to proceed with the purchase of the specified equipment through GameTime, in accordance with the grant terms.
- 3. Waive the bidding requirements due to GameTime pricing thru OMNIA – a Public Sector Program and a State of California Leveraged Procurement Agreement No. 4-20-00-0092B**

Submitted by: Neyba Amezcua, Principal Project Manager-QK, Inc.

11.4 Award Contract for the Construction of the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project.

Action & Recommendation: Award and authorize the Mayor or Mayor Pro Tem to sign a contract with the lowest responsible bidder, MAC General Engineering of Exeter, CA in the amount of \$1,814,791.67 for construction of the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project.

Submitted by: Neyba Amezcua, Principal Project Manager-QK, Inc.

11.5 Extra Work Authorization for QK, Inc. for Construction Management Services.

Action & Recommendation: Authorize the Mayor or Mayor Pro Tem to execute an Extra Work Authorization with the City's contract City Engineer firm QK, Inc., in an amount not to exceed \$129,700 for construction management services for the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvement Project.

Submitted by: Joseph Avina, Acting Director of City Services

11.6 Award Contract for the Installation of a Programmable Logic Controller (PLC) System at the Water Treatment Plant and at the Canal Intake.

Action & Recommendation: Award and authorize the Mayor or Mayor Pro Tem to sign a contract with the lowest responsible bidder, Telstar Instruments of Hanford, CA in the amount of \$80,973 for installation of a Programmable Logic Controller (PLC) system at the Water Treatment Plant and at the canal intake.

Submitted by: Neyba Amezcua, Principal Project Manager-QK, Inc.

11.7 Annual Enterprise Pavement Impact Cost Reimbursement Study.

Action & Recommendation: Accept and adopt the Annual Enterprise Pavement Impact Cost Reimbursement Study to take effect concurrently with the implementation of the new Water & Sewer Rates.

Submitted by: Neyba Amezcua, Principal Project Manager-QK, Inc.

11.8 2024 Water and Wastewater Rate Study and Discussion Regarding Initiation of Proposition 218 Process.

Action & Recommendation: Staff recommends that the City Council take the following actions:

1. Receive the Water and Sewer Rate Draft Study Report prepared by Bartle Wells and Associates
2. Provide direction on the recommended rate adjustments for the Water Enterprise Fund
3. Provide direction on the recommended rate adjustments for the Wastewater Enterprise Fund
4. Authorize Resolution No. 24-30 setting a Proposition 218 Public Hearing date where the recommended rate adjustments will be considered for adoption
5. Authorize staff to send a Notice of Public Hearing to City of Lindsay water and wastewater customers

Submitted by: Lacy Meneses, Director of Finance
Neyba Amezcua, Principal Project Manager-QK, Inc.
Erik Helgeson, Bartle Wells Associates

11.9 Designation of League of California Cities Voting Delegate and Alternate(s).

Action & Recommendation: Designate a voting delegate and alternate(s) for the 2024 League of California Cities Annual Conference scheduled for October 16-18, 2024; and direct staff to submit the choice of delegates using the online submission portal.

Submitted by: Maegan Peton, City Clerk and Assistant to the City Manager

12. EXECUTIVE (CLOSED) SESSION

Public Employment

Pursuant to Cal Gov. Code § 54957

Title: Director of Public Safety

Conference with Legal Counsel – Existing Litigation

Pursuant to Cal Gov. Code § 54956.9

City of Lindsay v. SQM North America, CASE NO. 1:11-cv-00046-DAD-EPG, Eastern District of California.

Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation

Pursuant to § 54956.9(b): 1 Case

13. REQUEST FOR FUTURE ITEMS

14. ADJOURNMENT – Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. A complete agenda is available at www.lindsay.ca.us. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the Deputy City Clerk at (559) 562-7102 x 8034. Notification prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

AFFIDAVIT OF POSTING AGENDA

I hereby certify, in conformance with Government Code Sections 54954.2 and 54956, this agenda was posted in the bulletin board at the front of City Hall, 251 E Honolulu St., as well as on the City of Lindsay's website (www.lindsay.ca.us).

DATE & TIME POSTED: Friday, August 23, 2024 at 5:00 p.m.



Maegan Peton, City Clerk



LINDSAY CITY COUNCIL REGULAR MEETING MINUTES

Lindsay Council Chambers
251 E Honolulu St., Lindsay CA 93247

Tuesday, August 13, 2024
6:00 p.m. – Regular Meeting

Proper notice of this meeting was given pursuant to Government Code Section 54954.2 and 54956.

STAFF PRESENT: City Manager Daymon Qualls, City Attorney Megan Crouch ^(zoom), City Clerk Maegan Peton, Acting Director of Public Safety Ryan Heinks, Deputy City Clerk Lance Rowell, Director of Finance Lacy Meneses, Director of Recreation Services Armando da Silva, City Services Manager Joseph Avina, Assistant City Planner Joshua Medeiros, Engineer Technician Mauricio Mendoza.

5:30 p.m. – STUDY SESSION

1. CALL TO ORDER

Mayor Serna called to order the special meeting of the Lindsay City Council at 5:34 p.m. in the Council Chamber located at 251 E. Honolulu St.

2. STUDY SESSION

2.1 Study Session for Properties Rezoned in 2022.

Action & Recommendation: Staff is asking for discussion and general direction to bring a proposal forward at a future meeting. No action is needed at this time.

Submitted by: Kira Stowell, Senior Planner of QK Inc.

Public Comment: Mercy Herrera asked what the definition of light industrial is versus heavy industrial. Staff provided an answer thereto.

Council Action: Council provided consensus to move forward with the City effort to rezone the properties to Mixed Use.

3. ADJOURN STUDY SESSION

The special meeting was adjourned at 5:51 p.m.

5:55 p.m. – LINDSAY SUCCESSOR AGENCY MEETING

4. CALL TO ORDER SPECIAL MEETING

Mayor Serna called to order the Lindsay Successor Agency Meeting at 5:51 p.m. in the Council Chamber located at 251 E. Honolulu St.

5. LINDSAY SUCCESSOR AGENCY MEETING

5.1 Pledged Tax Revenues in Accordance with the Bond Covenants of the Lindsay Successor Agency.

Action & Recommendation: Approve written certification of pledged tax revenues in accordance with the bond covenants of the Successor Agency to the Lindsay Redevelopment Agency Tax Allocation Refunding Bonds, issue of 2015.

Submitted by: Lacy Meneses, Director of Finance

Public Comment: There was no public comment.

Council Action: It was motioned by Councilmember Cerros, seconded by Mayor Serna, and unanimously carried to approve the item as presented.

6. ADJOURN SPECIAL MEETING

The special meeting was adjourned at 5:51 p.m.

6:00 p.m. – REGULAR MEETING

7. CALL TO ORDER REGULAR MEETING

Mayor Serna called to order the regular meeting of the Lindsay City Council at 5:59 p.m. in the Council Chamber located at 251 E Honolulu St.

8. ROLL CALL

Council Present: Mayor Serna
Mayor Pro Tem Yolanda Flores (5:46 p.m.)
Councilmember Hipolito Cerros
Councilmember Rosaena Sanchez
Councilmember Misty Villarreal

9. PLEDGE OF ALLEGIANCE & INVOCATION

Mayor Serna led the Pledge of Allegiance and gave the invocation.

11. APPROVAL OF AGENDA

It was motioned by Councilmember Sanchez, seconded by Councilmember Cerros, and unanimously carried to approve the agenda.

12. PUBLIC COMMENT

Mercy Herrera provided public comment to commend the City for the successful National Night out.

Eric Coyne, representative for Senator Hurtado's Office, also commended the City for the successful National Night Out and provided legislative updates.

Dennis Doane provided updates for the Chamber of Commerce.

Genevieve Doane provided updates for Century 21 and requested to purchase a City-owned property.

13. COUNCIL REPORT

Council reported on recent events and items of interest.

14. CITY MANAGER REPORT

The City Manager reported on recent events and items of interest and introduced new employees: Joshua Medeiros, Assistant City Planner and Mauricio Mendoza, Engineer Technician.

15. RECOGNITION

15.1 Resolution of Commendation for Adriana Nave.

Acting Chief of Public Safety Ryan Heinks introduced Adriana Nave and Mayor Serna presented Adriana with the Resolution of Commendation.

16. CONSENT CALENDAR

It was motioned by Councilmember Cerros, seconded by Mayor Serna and unanimously carried to approve the items on the Consent Calendar. Items 16.5, 16.6, and 16.7 were pulled from the Consent Calendar for further discussion but were approved in one motion with the Consent Calendar items.

- 16.1 Waive the Reading of Ordinance and Approve by Title Only.**
Action & Recommendation: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.
- 16.2 Minutes of the regular and/or special Meeting of July 23, 2024.**
Action & Recommendation: Approve as submitted.
Submitted by: Maegan Peton, City Clerk
- 16.3 Warrant List for July 1, 2024 through August 5, 2024.**
Action & Recommendation: Accept the Warrant List for transaction dates of July 1, 2024 through August 5, 2024.
Submitted by: Lacy Meneses, Director of Finance
- 16.4 July 2024 Treasurer's Report.**
Action & Recommendation: Accept the July 2024 Monthly Treasurer's Report.
Submitted by: Lacy Meneses, Director of Finance

PULLED CONSENT CALENDAR ITEM(S)

- 16.5 Settlement Agreement With the California Department of Housing and Community Development (HCD).**
Action & Recommendation: Adopt Resolution No. 24-27 affirming and ratifying the settlement agreement and release dated September 8, 2020 (Settlement Agreement) with the California Department of Housing and Community Development (HCD) and authorizing the Mayor or Mayor Pro Tem to execute all documents relating thereto or emanating from the settlement agreement.
Submitted by: Daymon Qualls, City Manager
Council Action: Mayor Pro Tem Flores pulled this item for clarification and staff provided a response thereto. Item was approved in the same motion as the Consent Calendar.
- 16.6 Fee Waiver Request for a Baked Potato Fundraiser.**
Action & Recommendation: Approve a fee waiver request by Veritas Arts non-profit organization that will host a baked potato sale fundraiser on September 16, 2024.
Submitted by: Kira Stowell, Senior Planner for QK, Inc.
Council Action: Mayor Serna pulled this item to provide an update that the fee should be \$250 and \$100 as provided in the staff report. Staff confirmed. Item was approved in the same motion as the Consent Calendar.
- 16.7 Bidder Responsibility Determination Appeal Procedure.**
Action & Recommendation: Adopt Resolution No. 24-28 approving the bidder responsibility determination appeal procedure; and affirm the administration's authority to evaluate bidder in accordance with Municipal Code sections 3.304.250 and 3.04.260.
Submitted by: Daymon Qualls, City Manager
Council Action: Councilmember Cerros pulled this item for clarification. Item was approved in the same motion as the Consent Calendar.

17. ACTION ITEMS

- 17.1 Tosted Asphalt, Inc. Contract for Pickleball Courts Resurfacing Project.**
Action & Recommendation: Award and authorize the Mayor to sign a contract with Tosted Asphalt, Inc. of Fresno, CA in the amount of \$98,000 for construction of the Lindsay Wellness Center Pickleball Courts Resurfacing Project.
Submitted by: Armando da Silva, Director of Recreation Services
Public Comment: Mercy Herrera provided a comment in support of this item. Mike via zoom requested the location for this project and staff provided a response thereto.
Council Action: It was motioned by Mayor Pro Tem Flores, seconded by Councilmember Sanchez, and unanimously carried to approve this item as presented.

18. DISCUSSION ITEMS

18.1 Virtual Public Comment.

Action & Recommendation: Consider limiting public comments to in-person or written submissions only and discontinue the acceptance of virtual public comments.

Submitted by: Maegan Peton, City Clerk and Assistant to the City Manager

Public Comment: There was no public comment.

Council Action: It was the consensus of Council 4-1 (Councilmember Cerros dissenting) to remove the option for public comment for future meetings.

19. EXECUTIVE (CLOSED) SESSION

Council adjourned to closed session at 6:56 p.m.

2.1 Public Employment

Pursuant to Cal Gov. Code § 54957

Title: Director of Public Safety

2.2 Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation

Pursuant to § 54956.9(b): 1 Case

Council adjourned from closed session at 7:42 p.m.

EXECUTIVE (CLOSED) SESSION REPORT

Mayor Serna advised there was no reportable action.

20. REQUEST FOR FUTURE ITEMS

Councilmember Cerros requested a discussion item for the downtown and the Economic Development Committee. Mayor Pro Tem Flores requested staff to look into replacing the flag on the Mural.

21. ADJOURNMENT

The regular meeting was adjourned at 7:45 p.m.

Approved by Council: August 27, 2024.

Ramiro Serna, Mayor

ATTEST:

Maegan Peton, City Clerk

The next Regular Meeting of the Lindsay City Council is scheduled to be held on August 27, 2024.



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 9.3
Consent

DEPARTMENT: Finance
FROM: Lacy Meneses, Director of Finance
AGENDA TITLE: Warrant List for August 5, 2024, Through August 18, 2024.

ACTION & RECOMMENDATION

Accept the Warrant List for transactions dated August 5, 2024, through August 18, 2024.

BACKGROUND | ANALYSIS

The Warrant List for August 5, 2024, Through August 18, 2024, is submitted for Council review and acceptance.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. Warrant List

Reviewed/Approved: _____

CITY OF LINDSAY | WARRANT LIST
TRANSACTION DATES:

8/5/2024 THROUGH 8/18/2024

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
26465						\$607.70
	101 - GENERAL FUND	08/05/24	4660	CITY OF LINDSAY	DED:052 WELLNESS	57.7
	101 - GENERAL FUND	08/05/24	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	350
	101 - GENERAL FUND	08/05/24	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	200
26466						\$392.07
	101 - GENERAL FUND	08/05/24	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	2
	101 - GENERAL FUND	08/05/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	390.07
26467						\$6,410.36
	101 - GENERAL FUND	08/05/24	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2260.56
	101 - GENERAL FUND	08/05/24	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1495.95
	101 - GENERAL FUND	08/05/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2308.81
	101 - GENERAL FUND	08/05/24	6452	GREAT-WEST TRUST	DED:ROTH ROTH	345.04
26468						\$32.34
	101 - GENERAL FUND	08/05/24	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	32.34
26469						\$73.82
	101 - GENERAL FUND	08/05/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	73.82
26470						\$62.76
	101 - GENERAL FUND	08/05/24	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	62.76
26471						\$489.65
	101 - GENERAL FUND	08/05/24	1498	STATE OF CALIF FRAN	DED:0511 FTB - DEBT	489.65
26472						\$368.31
	101 - GENERAL FUND	08/05/24	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	368.31
26473						\$1,086.84
	101 - GENERAL FUND	08/05/24	4660	CITY OF LINDSAY	DED:052 WELLNESS	57.7
	101 - GENERAL FUND	08/05/24	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	350
	101 - GENERAL FUND	08/05/24	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	679.14
26474						\$392.07
	101 - GENERAL FUND	08/05/24	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	2
	101 - GENERAL FUND	08/05/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	390.07
26475						\$6,573.66
	101 - GENERAL FUND	08/05/24	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2222.7
	101 - GENERAL FUND	08/05/24	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1334.47
	101 - GENERAL FUND	08/05/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2671.45
	101 - GENERAL FUND	08/05/24	6452	GREAT-WEST TRUST	DED:ROTH ROTH	345.04
26476						\$32.34
	101 - GENERAL FUND	08/05/24	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	32.34
26477						\$73.82
	101 - GENERAL FUND	08/05/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	73.82
26478						\$62.76
	101 - GENERAL FUND	08/05/24	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	62.76
26479						\$489.65
	101 - GENERAL FUND	08/05/24	1498	STATE OF CALIF FRAN	DED:0511 FTB - DEBT	489.65
26480						\$368.31
	101 - GENERAL FUND	08/05/24	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	368.31
26481						\$162.00
	101 - GENERAL FUND	08/06/24	3600	KEVIN RILEY	SLI TRAINING-MEAL S	162
26482						\$250.00
	101 - GENERAL FUND	08/09/24	6604	HIPOLITO CERROS	AUG. COUNCIL STIPEN	250
26483						\$250.00
	101 - GENERAL FUND	08/09/24	4873	MISTY VILLARREAL	AUG. COUNCIL STIPEN	250
26484						\$300.00
	101 - GENERAL FUND	08/09/24	6602	RAMIRO SERNA	AUG. COUNCIL STIPEN	300
26485						\$250.00
	101 - GENERAL FUND	08/09/24	5511	ROSAENA SANCHEZ	AUG. COUNCIL STIPEN	250
26486						\$275.00
	101 - GENERAL FUND	08/09/24	4068	YOLANDA FLORES	AUG. COUNCIL STIPEN	275
26487						\$607.70
	101 - GENERAL FUND	08/09/24	4660	CITY OF LINDSAY	DED:052 WELLNESS	57.7
	101 - GENERAL FUND	08/09/24	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	350
	101 - GENERAL FUND	08/09/24	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	200
26488						\$392.07
	101 - GENERAL FUND	08/09/24	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	2
	101 - GENERAL FUND	08/09/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	390.07
26489						\$6,573.66
	101 - GENERAL FUND	08/09/24	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2222.7
	101 - GENERAL FUND	08/09/24	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1334.47
	101 - GENERAL FUND	08/09/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2671.45
	101 - GENERAL FUND	08/09/24	6452	GREAT-WEST TRUST	DED:ROTH ROTH	345.04
26490						\$32.34
	101 - GENERAL FUND	08/09/24	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	32.34
26491						\$73.82
	101 - GENERAL FUND	08/09/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	73.82
26492						\$62.76
	101 - GENERAL FUND	08/09/24	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	62.76
26493						\$489.65
	101 - GENERAL FUND	08/09/24	1498	STATE OF CALIF FRAN	DED:0511 FTB - DEBT	489.65

26494						\$368.31
	101 - GENERAL FUND	08/09/24	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	368.31
26496						\$1,066,053.00
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	4481.48
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	5736.26
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	4209.88
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	5388.61
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	13661.72
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	17486.9
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	98619.78
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	126232.44
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	15590.13
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	19955.22
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	9071.61
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	11611.58
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	16160.5
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	20685.29
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 EXCESS WORK	147965
	101 - GENERAL FUND	08/12/24	7110	PRISM	FY24-25 PRIMARY WOR	298831
	261 - GAS TAX FUND	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	6491.36
	261 - GAS TAX FUND	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	8308.88
	263 - TRANSPORTATION	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	5323.46
	263 - TRANSPORTATION	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	6813.98
	400 - WELLNESS CENTER	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	37400.01
	400 - WELLNESS CENTER	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	47871.68
	552 - WATER	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	24906.18
	552 - WATER	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	31879.69
	553 - SEWER	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	24987.66
	553 - SEWER	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	31983.98
	554 - REFUSE	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	9832.1
	554 - REFUSE	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	12585
	556 - VITA-PAKT	08/12/24	7110	PRISM	FY24-25 GEN LIABILI	869.13
	556 - VITA-PAKT	08/12/24	7110	PRISM	FY24-25 PROPERTY PR	1112.49
26497						\$12,932.80
	101 - GENERAL FUND	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	213.39
	101 - GENERAL FUND	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	200.46
	101 - GENERAL FUND	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	650.52
	101 - GENERAL FUND	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	6495.9
	101 - GENERAL FUND	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	742.34
	101 - GENERAL FUND	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	431.96
	101 - GENERAL FUND	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	769.5
	261 - GAS TAX FUND	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	309.09
	263 - TRANSPORTATION	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	253.48
	400 - WELLNESS CENTER	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	1780.85
	552 - WATER	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	1185.94
	553 - SEWER	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	1189.82
	554 - REFUSE	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	468.17
	556 - VITA-PAKT	08/13/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	41.38
26498						\$4,250.00
	400 - WELLNESS CENTER	08/13/24	6090	CLEAN CUT LANDSCAPE	WC-JUNE LANDSCAPE S	975
	883 - SIERRA VIEW ASSESSMENT	08/13/24	6090	CLEAN CUT LANDSCAPE	SIERRA VIEW ESTATES	1298
	884 - HERITAGE ASSESSMENT DIST	08/13/24	6090	CLEAN CUT LANDSCAPE	HERITAGE PARK-LDSCP	315
	886 - SAMOA	08/13/24	6090	CLEAN CUT LANDSCAPE	SAMOA TOWNHOMES	154
	887 - SWEETBRIER TOWNHOUSES	08/13/24	6090	CLEAN CUT LANDSCAPE	SWEETBRIER/HERMOSA	546
	889 - SIERRA VISTA ASSESSMENT	08/13/24	6090	CLEAN CUT LANDSCAPE	PARKSIDE ESTATES-LD	225
	889 - SIERRA VISTA ASSESSMENT	08/13/24	6090	CLEAN CUT LANDSCAPE	SIERRA VISTA ESTATE	97
	890 - MAPLE VALLEY ASSESSMENT	08/13/24	6090	CLEAN CUT LANDSCAPE	MAPLE VALLEY-LDSCP	55
	891 - PELOUS RANCH	08/13/24	6090	CLEAN CUT LANDSCAPE	PELOUS RANCH-LDSCP	585
26499						\$3,111.86
	552 - WATER	08/13/24	6761	DENNIS R. KELLER CI	WATER MANAGE&TESTIN	3111.86
26500						\$239.11
	101 - GENERAL FUND	08/13/24	5596	DIVISON OF THE STAT	CASP QTR 2024-2	797.05
	101 - GENERAL FUND	08/13/24	5596	DIVISON OF THE STAT	CASP QTR 2024-2	-557.94
26501						\$29,654.40
	101 - GENERAL FUND	08/13/24	5647	GRISWOLD,LASALLE,CO	MATTER:#22752.006	556.67
	101 - GENERAL FUND	08/13/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.003	4400
	101 - GENERAL FUND	08/13/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.004	120
	101 - GENERAL FUND	08/13/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.007	680
	101 - GENERAL FUND	08/13/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.009	840
	101 - GENERAL FUND	08/13/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.012	2286.55
	101 - GENERAL FUND	08/13/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.116	4256.38
	101 - GENERAL FUND	08/13/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.117	16514.8
26503						\$48,932.65
	101 - GENERAL FUND	08/13/24	310	SOUTHERN CA. EDISON	600001505934-LATE F	219.93
	101 - GENERAL FUND	08/13/24	310	SOUTHERN CA. EDISON	600001505934	1677.87
	101 - GENERAL FUND	08/13/24	310	SOUTHERN CA. EDISON	600001505934	2032.56
	101 - GENERAL FUND	08/13/24	310	SOUTHERN CA. EDISON	600001505934	44.59
	101 - GENERAL FUND	08/13/24	310	SOUTHERN CA. EDISON	600001505934	1469.88
	261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	108 HERMOSA ST PED.	97.73
	261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	108 W HERMOSA LS3	28.43

261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	113 W HICKORY	42.07
261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	135 W HONOLULU LS3A	111.51
261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	150 E HONOLULU LS3B	144.07
261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	151 W HONOLULU LS3C	75.86
261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	151 W SAMOA LS3D	85.12
261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	157 N MIRAGE AVE LE	51.21
261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	269 N SWEETBRIAR	55.25
261 - GAS TAX FUND	08/13/24	310	SOUTHERN CA. EDISON	600001505934	6456.1
552 - WATER	08/13/24	310	SOUTHERN CA. EDISON	600001505934	28289.06
553 - SEWER	08/13/24	310	SOUTHERN CA. EDISON	600001505934	591.4
553 - SEWER	08/13/24	310	SOUTHERN CA. EDISON	WWTP-23611 RD 196	5389.49
556 - VITA-PAKT	08/13/24	310	SOUTHERN CA. EDISON	600001505934	698.77
883 - SIERRA VIEW ASSESSMENT	08/13/24	310	SOUTHERN CA. EDISON	600001505934	286.26
884 - HERITAGE ASSESSMENT DIST	08/13/24	310	SOUTHERN CA. EDISON	600001505934	95.53
886 - SAMOA	08/13/24	310	SOUTHERN CA. EDISON	600001505934	41.08
887 - SWEETBRIER TOWNHOUSES	08/13/24	310	SOUTHERN CA. EDISON	600001505934	26.31
888 - PARKSIDE	08/13/24	310	SOUTHERN CA. EDISON	600001505934	95.28
889 - SIERRA VISTA ASSESSMENT	08/13/24	310	SOUTHERN CA. EDISON	600001505934	210.15
890 - MAPLE VALLEY ASSESSMENT	08/13/24	310	SOUTHERN CA. EDISON	600001505934	95.25
891 - PELOUS RANCH	08/13/24	310	SOUTHERN CA. EDISON	1250 PARKSIDE IRR.	14.98
891 - PELOUS RANCH	08/13/24	310	SOUTHERN CA. EDISON	600001505934	506.91
26504					\$220.67
101 - GENERAL FUND	08/13/24	6703	STERICYCLE INC	FD-JUNE SHRED IT SV	135.62
101 - GENERAL FUND	08/13/24	6703	STERICYCLE INC	PS-JUNE SHRED IT SV	85.05
26505					\$541.50
400 - WELLNESS CENTER	08/13/24	1664	TU CO ENVIRONMENTAL	6/26/24 SWIMMING PO	541.5
26506					\$439.65
101 - GENERAL FUND	08/15/24	1498	STATE OF CALIF FRAN	DED:0511 FTB-DEBT	439.65
26507					\$21,640.89
600 - CAPITAL IMPROVEMENT	08/16/24	5781	ACE HEATING & AIR C	HVAC INSTALLATION	21640.89
26508					\$462.97
101 - GENERAL FUND	08/16/24	2873	ADVANTAGE ANSWERING	8/1/24-8/31/24	92.59
101 - GENERAL FUND	08/16/24	2873	ADVANTAGE ANSWERING	8/1/24-8/31/24	92.59
552 - WATER	08/16/24	2873	ADVANTAGE ANSWERING	8/1/24-8/31/24	92.59
553 - SEWER	08/16/24	2873	ADVANTAGE ANSWERING	8/1/24-8/31/24	92.6
554 - REFUSE	08/16/24	2873	ADVANTAGE ANSWERING	8/1/24-8/31/24	92.6
26509					\$602.68
101 - GENERAL FUND	08/16/24	007	AG IRRIGATION SALES	3' TRENCH SHOVEL	25.78
101 - GENERAL FUND	08/16/24	007	AG IRRIGATION SALES	4" RAINBIRD ROTOR S	24.12
101 - GENERAL FUND	08/16/24	007	AG IRRIGATION SALES	FALCON ROTOR SPK	230.62
101 - GENERAL FUND	08/16/24	007	AG IRRIGATION SALES	LOGIC RECEIVER PROG	96.05
101 - GENERAL FUND	08/16/24	007	AG IRRIGATION SALES	PGJ HUNTER SPK ADJ	43.68
101 - GENERAL FUND	08/16/24	007	AG IRRIGATION SALES	PGP HUNTER SPRINKLE	83.38
552 - WATER	08/16/24	007	AG IRRIGATION SALES	1 1/2 COMP. COUPLIN	15.98
552 - WATER	08/16/24	007	AG IRRIGATION SALES	3' TRENCH SHOVEL	25.78
552 - WATER	08/16/24	007	AG IRRIGATION SALES	4" POP-UP ADJ NOZZL	5.07
552 - WATER	08/16/24	007	AG IRRIGATION SALES	HAND PUMP W/6' HOSE	52.22
26510					\$100.00
101 - GENERAL FUND	08/16/24	1858	ALL PRO FIRE AND SA	LIBRARY-DRY CHEM RE	100
26511					\$959.80
101 - GENERAL FUND	08/16/24	6600	AMERICAN HERITAGE L	ACCIDENT PLAN	959.8
26512					\$1,002.88
101 - GENERAL FUND	08/16/24	6600	AMERICAN HERITAGE L	ACCIDENT PLAN	1002.88
26513					\$175.00
400 - WELLNESS CENTER	08/16/24	6950	ANA CARRETERO	JULY 2024 ZUMBA CLA	175
26514					\$50.00
400 - WELLNESS CENTER	08/16/24	6097	ANGELICA BERMUDEZ	JULY 2024 ZUMBA CLA	50
26515					\$175.00
400 - WELLNESS CENTER	08/16/24	5819	ANITA GUTIERREZ	JULY 2024 ZUMBA CLA	175
26516					\$108.00
101 - GENERAL FUND	08/16/24	7120	AREVALO JEREMIAH	ENGINE BOSS-MEAL ST	108
26517					\$362.16
101 - GENERAL FUND	08/16/24	3428	AT&T MOBILITY	HR-287297286867 AUG	40.24
101 - GENERAL FUND	08/16/24	3428	AT&T MOBILITY	CM-287297286867 AUG	40.24
101 - GENERAL FUND	08/16/24	3428	AT&T MOBILITY	FD-287297286867 AUG	40.24
101 - GENERAL FUND	08/16/24	3428	AT&T MOBILITY	PS-287297286867 AUG	80.48
101 - GENERAL FUND	08/16/24	3428	AT&T MOBILITY	CS-287297286867 AUG	120.72
400 - WELLNESS CENTER	08/16/24	3428	AT&T MOBILITY	WC-287297286867 AUG	40.24
26518					\$281.54
101 - GENERAL FUND	08/16/24	5381	AWAKE SKATE SHOP	CS-POLO SHIRTS	50
101 - GENERAL FUND	08/16/24	5381	AWAKE SKATE SHOP	PS-POLOS	231.54
26519					\$7,591.45
552 - WATER	08/16/24	051	BSK	BACTI DRINKING WATE	2762.56
552 - WATER	08/16/24	051	BSK	CRYPTO & GIARDIA TE	3030
553 - SEWER	08/16/24	051	BSK	WASTE WATER MONTHLY	814.69
556 - VITA-PAKT	08/16/24	051	BSK	VITA-PAKT WASTE WAT	984.2
26520					\$280.00
101 - GENERAL FUND	08/16/24	5013	BUZZ KILL PEST CONT	150 N MIRAGE	145
101 - GENERAL FUND	08/16/24	5013	BUZZ KILL PEST CONT	157 N MIRAGE	35
886 - SAMOA	08/16/24	5013	BUZZ KILL PEST CONT	SAMOA TOWN HOMES	45

	887 - SWEETBRIER TOWNHOUSES	08/16/24	5013	BUZZ KILL PEST CONT	HERMOSA TOWN HOMES	55
26521						\$1,113.27
	101 - GENERAL FUND	08/16/24	3056	CALIFORNIA TURF EQU	AIR&OIL FILTER,BLAD	776.27
	101 - GENERAL FUND	08/16/24	3056	CALIFORNIA TURF EQU	FIRE TRIMMER LINE,O	193.03
	101 - GENERAL FUND	08/16/24	3056	CALIFORNIA TURF EQU	SUPERSEDES & CHAPS	143.97
26522						\$368.98
	101 - GENERAL FUND	08/16/24	6351	CANON FINANCIAL SER	CC-#3FW01164 JULY20	368.98
26523						\$5,050.00
	261 - GAS TAX FUND	08/16/24	1702	SCA OF CA, LLC	JULY AIR SWEEPING	5050
26524						\$350.13
	400 - WELLNESS CENTER	08/16/24	6500	CHARTER COMMUNICATI	W.C. VOICE & INTERN	350.13
26528						\$2,510.83
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	ZFOLD RFL PAPER	74.95
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	MATS,SIG SANT SVC	12.25
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	SCRAPER MAT,ZFOLD R	14.68
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,DUALTP REF	46.56
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	136.91
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	53.44
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	ZFOLD RFL,DUALTP RF	9.15
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	ZFOLD&DUALTP RFL PA	27.57
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	MATS,SIG SANT SVC	12.24
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	SCRAPER MAT,ZFOLD R	14.68
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,DUALTP REF	46.55
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	136.91
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	53.45
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	ZFOLD RFL,DUALTP RF	9.15
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	ZFOLD&DUALTP RFL PA	27.57
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	MATS,SIG SANT SVC	12.24
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	SCRAPER MAT,ZFOLD R	14.68
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,DUALTP REF	46.55
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	136.91
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	53.45
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	ZFOLD RFL,DUALTP RF	9.15
	101 - GENERAL FUND	08/16/24	5832	CINTAS CORPORATION	ZFOLD&DUALTP RFL PA	27.58
	400 - WELLNESS CENTER	08/16/24	5832	CINTAS CORPORATION	GLASS & SURFACE CLN	166
	400 - WELLNESS CENTER	08/16/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	166
	552 - WATER	08/16/24	5832	CINTAS CORPORATION	MATS,SIG SANT SVC	12.24
	552 - WATER	08/16/24	5832	CINTAS CORPORATION	SCRAPER MAT,ZFOLD R	14.68
	552 - WATER	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,DUALTP REF	46.55
	552 - WATER	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	136.9
	552 - WATER	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	53.45
	552 - WATER	08/16/24	5832	CINTAS CORPORATION	ZFOLD RFL,DUALTP RF	9.15
	552 - WATER	08/16/24	5832	CINTAS CORPORATION	ZFOLD&DUALTP RFL PA	27.57
	553 - SEWER	08/16/24	5832	CINTAS CORPORATION	MATS,SIG SANT SVC	12.24
	553 - SEWER	08/16/24	5832	CINTAS CORPORATION	SCRAPER MAT,ZFOLD R	14.68
	553 - SEWER	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,DUALTP REF	46.55
	553 - SEWER	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	136.91
	553 - SEWER	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	53.45
	553 - SEWER	08/16/24	5832	CINTAS CORPORATION	ZFOLD RFL,DUALTP RF	9.16
	553 - SEWER	08/16/24	5832	CINTAS CORPORATION	ZFOLD&DUALTP RFL PA	27.57
	554 - REFUSE	08/16/24	5832	CINTAS CORPORATION	MATS,SIG SANT SVC	12.24
	554 - REFUSE	08/16/24	5832	CINTAS CORPORATION	SCRAPER MAT,ZFOLD R	14.68
	554 - REFUSE	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,DUALTP REF	46.55
	554 - REFUSE	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	136.92
	554 - REFUSE	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	53.44
	554 - REFUSE	08/16/24	5832	CINTAS CORPORATION	ZFOLD RFL,DUALTP RF	9.15
	554 - REFUSE	08/16/24	5832	CINTAS CORPORATION	ZFOLD&DUALTP RFL PA	27.57
	556 - VITA-PAKT	08/16/24	5832	CINTAS CORPORATION	MATS,SIG SANT SVC	12.24
	556 - VITA-PAKT	08/16/24	5832	CINTAS CORPORATION	SCRAPER MAT,ZFOLD R	14.68
	556 - VITA-PAKT	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,DUALTP REF	46.56
	556 - VITA-PAKT	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	136.92
	556 - VITA-PAKT	08/16/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	53.44
	556 - VITA-PAKT	08/16/24	5832	CINTAS CORPORATION	ZFOLD RFL,DUALTP RF	9.15
	556 - VITA-PAKT	08/16/24	5832	CINTAS CORPORATION	ZFOLD&DUALTP RFL PA	27.57
26529						\$1,829.00
	101 - GENERAL FUND	08/16/24	279	CITY OF PORTERVILLE	ANIMAL SERVICES	329
	101 - GENERAL FUND	08/16/24	279	CITY OF PORTERVILLE	FY23/24 FIRING RANG	1500
26530						\$4,948.00
	400 - WELLNESS CENTER	08/16/24	6090	CLEAN CUT LANDSCAPE	WC-JULY LANDSCAPE S	975
	883 - SIERRA VIEW ASSESSMENT	08/16/24	6090	CLEAN CUT LANDSCAPE	JULY-SIERRA VIEW ES	1298
	883 - SIERRA VIEW ASSESSMENT	08/16/24	6090	CLEAN CUT LANDSCAPE	SIERRA VIEW ESTATES	698
	884 - HERITAGE ASSESSMENT DIST	08/16/24	6090	CLEAN CUT LANDSCAPE	JULY-HERITAGE LDSCP	315
	886 - SAMOA	08/16/24	6090	CLEAN CUT LANDSCAPE	JULY-SAMOA TOWNHOME	154
	887 - SWEETBRIER TOWNHOUSES	08/16/24	6090	CLEAN CUT LANDSCAPE	JULY-SWEETBRIER/HER	546
	888 - PARKSIDE	08/16/24	6090	CLEAN CUT LANDSCAPE	JULY-PARKSIDE ESTAT	225
	889 - SIERRA VISTA ASSESSMENT	08/16/24	6090	CLEAN CUT LANDSCAPE	JULY-SIERRA VISTA E	97
	890 - MAPLE VALLEY ASSESSMENT	08/16/24	6090	CLEAN CUT LANDSCAPE	JULY-MAPLE VALLEY	55
	891 - PELOUS RANCH	08/16/24	6090	CLEAN CUT LANDSCAPE	JULY-PELOUS RANCH	585
26531						\$357.50
	101 - GENERAL FUND	08/16/24	102	CULLIGAN	H.R.-251 E HONOLULU	10.5

101 - GENERAL FUND	08/16/24	102	CULLIGAN	C.M.&C.C.-251 E HON	10.5
101 - GENERAL FUND	08/16/24	102	CULLIGAN	F.D.-251 E HONOLULU	22.5
101 - GENERAL FUND	08/16/24	102	CULLIGAN	185 N GALE HILL	163.5
101 - GENERAL FUND	08/16/24	102	CULLIGAN	150 N MIRAGE	10.5
400 - WELLNESS CENTER	08/16/24	102	CULLIGAN	WC-860 N SEQUOIA	54.5
553 - SEWER	08/16/24	102	CULLIGAN	23611 RD 196	85.5
26532					\$850.00
101 - GENERAL FUND	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	14.03
101 - GENERAL FUND	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	13.18
101 - GENERAL FUND	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	42.74
101 - GENERAL FUND	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	308.64
101 - GENERAL FUND	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	48.79
101 - GENERAL FUND	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	28.39
101 - GENERAL FUND	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	50.58
261 - GAS TAX FUND	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	20.32
263 - TRANSPORTATION	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	16.66
400 - WELLNESS CENTER	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	117.05
552 - WATER	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	77.93
553 - SEWER	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	78.2
554 - REFUSE	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	30.77
556 - VITA-PAKT	08/16/24	6118	CVIN LLC D.B.A. VAS	8/1/24-8/31/24	2.72
26533					\$520.20
781 - CAL HOME RLF	08/16/24	2540	DEPT.OF HOUSING & C	CALHOME7/31/24 TO H	520.2
26534					\$1,071.05
700 - CDBG REVOLVING LN FUND	08/16/24	2540	DEPT.OF HOUSING & C	CDBG 7/31/24 TO HCD	1071.05
26535					\$21,550.91
720 - HOME REVOLVING LN FUND	08/16/24	2540	DEPT.OF HOUSING & C	HOME 7/31/24 TO HCD	21550.91
26536					\$4,926.99
553 - SEWER	08/16/24	5978	DOMINO SOLAR LTD	JB-9325693-00 JULY	4926.99
26537					\$14,762.43
101 - GENERAL FUND	08/16/24	119	DOUG DELEO WELDING	ELECTRIC JACK&WIRIN	1600.26
101 - GENERAL FUND	08/16/24	119	DOUG DELEO WELDING	WIRE SNAP PINS	26.17
400 - WELLNESS CENTER	08/16/24	119	DOUG DELEO WELDING	WC-ROOF ACCESS LADD	13136
26538					\$1,000.00
400 - WELLNESS CENTER	08/16/24	6973	ELIZABETH GUND	JULY YOGA&STRENGTH	1000
26539					\$14,329.31
101 - GENERAL FUND	08/16/24	5803	EMD NETWORKING SERV	AUG. MONTHLY SERVIC	7234.63
101 - GENERAL FUND	08/16/24	5803	EMD NETWORKING SERV	JULY MONTHLY SERVIC	7094.68
26540					\$571.53
101 - GENERAL FUND	08/16/24	3218	FARMERS TRACTOR & E	FILTER,OIL	43.77
101 - GENERAL FUND	08/16/24	3218	FARMERS TRACTOR & E	MOWER BLADE,OIL,FIL	527.76
26541					\$67.63
101 - GENERAL FUND	08/16/24	1450	FRESNO OXYGEN & WEL	D,E,SML,MED CYLINDE	67.63
26542					\$2,370.00
552 - WATER	08/16/24	137	FRIANT WATER AUTHOR	FKC ROUTINE OM&R CO	2370
26543					\$1,518.39
101 - GENERAL FUND	08/16/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.62
101 - GENERAL FUND	08/16/24	6010	FRONTIER COMMUNICAT	209-151-2652	43.23
101 - GENERAL FUND	08/16/24	6010	FRONTIER COMMUNICAT	209-151-2656	43.23
101 - GENERAL FUND	08/16/24	6010	FRONTIER COMMUNICAT	209-151-2662	57.17
101 - GENERAL FUND	08/16/24	6010	FRONTIER COMMUNICAT	562-2512	189.34
101 - GENERAL FUND	08/16/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.62
101 - GENERAL FUND	08/16/24	6010	FRONTIER COMMUNICAT	209-042-9309	2.99
552 - WATER	08/16/24	6010	FRONTIER COMMUNICAT	209-150-2936	78.68
552 - WATER	08/16/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.62
552 - WATER	08/16/24	6010	FRONTIER COMMUNICAT	562-1552	134.51
552 - WATER	08/16/24	6010	FRONTIER COMMUNICAT	562-7131	167.42
553 - SEWER	08/16/24	6010	FRONTIER COMMUNICAT	209-150-3621	113.73
553 - SEWER	08/16/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.61
553 - SEWER	08/16/24	6010	FRONTIER COMMUNICAT	209-151-2654	43.23
553 - SEWER	08/16/24	6010	FRONTIER COMMUNICAT	209-151-2655	43.23
553 - SEWER	08/16/24	6010	FRONTIER COMMUNICAT	5595626317-7/19-8/1	124.4
553 - SEWER	08/16/24	6010	FRONTIER COMMUNICAT	562-7132	390.76
26544					\$403.25
101 - GENERAL FUND	08/16/24	1925	FRUIT GROWERS SUPPL	PUMP PACER 2" CENT	201.63
552 - WATER	08/16/24	1925	FRUIT GROWERS SUPPL	PUMP PACER 2" CENT	201.62
26545					\$16,642.20
101 - GENERAL FUND	08/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.002 JU	529.08
101 - GENERAL FUND	08/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.003 JU	2220
101 - GENERAL FUND	08/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.004 JU	1448.34
101 - GENERAL FUND	08/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.005 JU	1868.75
101 - GENERAL FUND	08/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.116 JU	7029.28
101 - GENERAL FUND	08/16/24	5647	GRISWOLD,LASALLE,CO	MATTER:22752.117 JU	3546.75
26546					\$100.00
400 - WELLNESS CENTER	08/16/24	7263	HIRANI SALEEMA	REFUND RENTAL DEPOS	100
26547					\$105.70
101 - GENERAL FUND	08/16/24	7200	INFOARMOR INC	AUG. IDENTITY PLAN	105.7
26548					\$91.75
101 - GENERAL FUND	08/16/24	7200	INFOARMOR INC	JULY IDENTITY PLAN	91.75
26549					\$72,029.08

101 - GENERAL FUND	08/16/24	6100	KEENAN & ASSOCIATES	AUG. PPO 250 COBRA	2115.2
101 - GENERAL FUND	08/16/24	6100	KEENAN & ASSOCIATES	AUG. PPO 250 RETIRE	3095.43
101 - GENERAL FUND	08/16/24	6100	KEENAN & ASSOCIATES	AUG. 500 ACTIVE	8572.78
101 - GENERAL FUND	08/16/24	6100	KEENAN & ASSOCIATES	AUG. PPO 250 ACTIVE	58245.67
26550					\$1,111.50
101 - GENERAL FUND	08/16/24	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00001J	1111.5
26551					\$2,100.00
101 - GENERAL FUND	08/16/24	2252	LUIS NURSERY	PISTACIA CHINENSIS	2100
26552					\$662.02
101 - GENERAL FUND	08/16/24	2933	MALLORY CO.	LATEX GLOVES	662.02
26553					\$270.00
101 - GENERAL FUND	08/16/24	7057	MANUEL VEJAR	INTERNET SAFETY TRA	270
26554					\$100.00
400 - WELLNESS CENTER	08/16/24	6599	MARIA EDWARDS	JULY 2024 ZUMBA CLA	100
26555					\$904.72
101 - GENERAL FUND	08/16/24	6162	MUNISERVICES	STARS CA-Q1, 2024	647.63
101 - GENERAL FUND	08/16/24	6162	MUNISERVICES	SUTA CA-Q1, 2024	257.09
26556					\$120.00
400 - WELLNESS CENTER	08/16/24	4323	OASIS	WC-740 SEQUOIA MONI	120
26557					\$1,396.71
101 - GENERAL FUND	08/16/24	7242	ODP BUSINESS SOLUTI	CORRUGATED BOXES	60.89
101 - GENERAL FUND	08/16/24	7242	ODP BUSINESS SOLUTI	DESK SET W/PEDESTAL	1091.62
101 - GENERAL FUND	08/16/24	7242	ODP BUSINESS SOLUTI	ELECTRIC STAPLER	50.28
101 - GENERAL FUND	08/16/24	7242	ODP BUSINESS SOLUTI	ERASABLE GEL PENS	20.47
101 - GENERAL FUND	08/16/24	7242	ODP BUSINESS SOLUTI	FOOT REST	27.91
101 - GENERAL FUND	08/16/24	7242	ODP BUSINESS SOLUTI	KLEENEX & BINDERS	126.06
101 - GENERAL FUND	08/16/24	7242	ODP BUSINESS SOLUTI	REFILL GEL PEN,BIND	14.16
101 - GENERAL FUND	08/16/24	7242	ODP BUSINESS SOLUTI	SECURITY PEN W/CHAI	5.32
101 - GENERAL FUND	08/16/24	7242	ODP BUSINESS SOLUTI	STAPLER	0
26558					\$13.95
101 - GENERAL FUND	08/16/24	1565	OACYS.COM INC	DOMAIN PARKING & DN	13.95
26559					\$536.74
552 - WATER	08/16/24	6673	PACE SUPPLY CORP	BRS ANGLE KEY METER	536.74
26560					\$1,988.08
552 - WATER	08/16/24	6498	PACWEST DIRECT	7/5/24 CCR&DBP NOTI	1988.08
26562					\$5,584.59
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	59.15
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	33
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	55.56
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	31
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	180.3
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	100.6
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	1301.56
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	726.2
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	205.76
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	114.8
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	119.73
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	66.8
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	213.28
101 - GENERAL FUND	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	119
261 - GAS TAX FUND	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	85.67
261 - GAS TAX FUND	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	47.8
263 - TRANSPORTATION	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	70.26
263 - TRANSPORTATION	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	39.2
400 - WELLNESS CENTER	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	493.6
400 - WELLNESS CENTER	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	275.4
552 - WATER	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	328.71
552 - WATER	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	183.4
553 - SEWER	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	329.78
553 - SEWER	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	184
554 - REFUSE	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	129.76
554 - REFUSE	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	72.4
556 - VITA-PAKT	08/16/24	272	PITNEY BOWES INC.	NEW POSTAGE METER	11.47
556 - VITA-PAKT	08/16/24	272	PITNEY BOWES INC.	POSTAGE METER REFIL	6.4
26563					\$120.06
101 - GENERAL FUND	08/16/24	276	PORTERVILLE RECORDE	FEE SCHEDULE AD	120.06
26564					\$3,820.98
101 - GENERAL FUND	08/16/24	6991	PREMIER ACCESS INSU	AUG 2024 DENTAL PLA	3820.98
26565					\$13,728.70
552 - WATER	08/16/24	4618	PROVOST & PRITCHARD	ANNUAL WATER SUPPLY	2159.3
552 - WATER	08/16/24	4618	PROVOST & PRITCHARD	WATER ANALYSIS RATE	195
553 - SEWER	08/16/24	4618	PROVOST & PRITCHARD	GWM&R EAST PONDS	1118.4
553 - SEWER	08/16/24	4618	PROVOST & PRITCHARD	SEWER ANALYSIS RATE	195
556 - VITA-PAKT	08/16/24	4618	PROVOST & PRITCHARD	JUNE-VITA PAKT CONS	1464.9
600 - CAPITAL IMPROVEMENT	08/16/24	4618	PROVOST & PRITCHARD	VARIOUS RD IMPROVEM	8596.1
26566					\$9,779.50
101 - GENERAL FUND	08/16/24	399	QUAD KNOPF,INC.	CEQA REVIEW HIDDEN	1469
101 - GENERAL FUND	08/16/24	399	QUAD KNOPF,INC.	GEN PLANNING SERVIC	1813.9
101 - GENERAL FUND	08/16/24	399	QUAD KNOPF,INC.	TPM-928 FRESNO ST	71
101 - GENERAL FUND	08/16/24	399	QUAD KNOPF,INC.	TRAVEL CENTER CUP&T	568

	101 - GENERAL FUND	08/16/24	399	QUAD KNOPF, INC.	GEN. ENGINEERING SV	1667.3
	553 - SEWER	08/16/24	399	QUAD KNOPF, INC.	WWTF REPORT WASTE D	3360
	600 - CAPITAL IMPROVEMENT	08/16/24	399	QUAD KNOPF, INC.	ROUNDAABOUT LANDSCAP	830.3
26567						\$1,701.85
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	THANK YOU CARDS	72.85
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	BATTERIES, STAPLES	107.09
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	FILE CABINET	678.29
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	FLASH DRIVE	61.34
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	MEMO BOOK, ENVELOPES	175.56
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	CARD READER/WRITER	55.44
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	HEADPHONES	7.75
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	RETURNED CARD READE	-33.7
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	TRASH BAGS	87.43
	101 - GENERAL FUND	08/16/24	285	QUILL CORPORATION	TRASH BAGS	361.49
	400 - WELLNESS CENTER	08/16/24	285	QUILL CORPORATION	CLUBWIPES	128.31
26568						\$6,500.00
	552 - WATER	08/16/24	6095	RALPH GUTIERREZ WAT	JULY CPO WATER TREA	3250
	553 - SEWER	08/16/24	6095	RALPH GUTIERREZ WAT	JULY CPO SEWER TREA	3250
26569						\$2,042.40
	101 - GENERAL FUND	08/16/24	5717	RANDSTAD/PLACEMENT	7/15/24 CS-THOMAS C	680.8
	101 - GENERAL FUND	08/16/24	5717	RANDSTAD/PLACEMENT	7/22/24 CS-THOMAS C	680.8
	101 - GENERAL FUND	08/16/24	5717	RANDSTAD/PLACEMENT	7/29/24 CS-THOMAS C	680.8
26570						\$312.00
	101 - GENERAL FUND	08/16/24	7143	SEQUOIA HEALTH CARE	JULY 2024 CLAIMS	312
26571						\$50.00
	400 - WELLNESS CENTER	08/16/24	3208	SHANNON PATTERSON	JULY STRENGTH&BALAN	50
26572						\$299.65
	101 - GENERAL FUND	08/16/24	5624	SIERRA SANITATION,	TOILETS&SINKS RENTA	299.65
26573						\$73.01
	400 - WELLNESS CENTER	08/16/24	1776	SMART & FINAL	WATER	37.77
	400 - WELLNESS CENTER	08/16/24	1776	SMART & FINAL	WATER-SUMMER NIGHT	35.24
26574						\$32.48
	101 - GENERAL FUND	08/16/24	7264	SMITH SIGN & DECAL	NAME PLATE	32.48
26576						\$61,026.68
	101 - GENERAL FUND	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	2.49
	101 - GENERAL FUND	08/16/24	310	SOUTHERN CA. EDISON	700141289638-LATE F	32.06
	101 - GENERAL FUND	08/16/24	310	SOUTHERN CA. EDISON	700150343172-LATE F	0.5
	101 - GENERAL FUND	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	2454.72
	101 - GENERAL FUND	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	3690.28
	101 - GENERAL FUND	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	43.91
	101 - GENERAL FUND	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	1805.14
	261 - GAS TAX FUND	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	6444.47
	552 - WATER	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	35764.32
	553 - SEWER	08/16/24	310	SOUTHERN CA. EDISON	598 MONTE VISTA LP	4.71
	553 - SEWER	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	683.39
	553 - SEWER	08/16/24	310	SOUTHERN CA. EDISON	WWTP-23611 RD 196	8067.29
	556 - VITA-PAKT	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	626.28
	883 - SIERRA VIEW ASSESSMENT	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	284.94
	884 - HERITAGE ASSESSMENT DIST	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	95.08
	886 - SAMOA	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	35.11
	887 - SWEETBRIER TOWNHOUSES	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	25.75
	888 - PARKSIDE	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	94.82
	889 - SIERRA VISTA ASSESSMENT	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	209.92
	890 - MAPLE VALLEY ASSESSMENT	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	98.59
	891 - PELOUS RANCH	08/16/24	310	SOUTHERN CA. EDISON	113 W HICKORY	42.07
	891 - PELOUS RANCH	08/16/24	310	SOUTHERN CA. EDISON	1250 PARKSIDE AVE I	14.51
	891 - PELOUS RANCH	08/16/24	310	SOUTHERN CA. EDISON	600001505934 JUNE	506.33
26577						\$219.01
	101 - GENERAL FUND	08/16/24	6703	STERICYCLE INC	HR-JULY SHRED IT SV	44.87
	101 - GENERAL FUND	08/16/24	6703	STERICYCLE INC	CM-JULY SHRED IT SV	44.87
	101 - GENERAL FUND	08/16/24	6703	STERICYCLE INC	FD-JULY SHRED IT SV	44.86
	101 - GENERAL FUND	08/16/24	6703	STERICYCLE INC	PS-JULY SHRED IT SV	84.41
26578						\$4,731.66
	101 - GENERAL FUND	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	78.07
	101 - GENERAL FUND	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	73.34
	101 - GENERAL FUND	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	238
	101 - GENERAL FUND	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	1718.07
	101 - GENERAL FUND	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	271.6
	101 - GENERAL FUND	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	158.04
	101 - GENERAL FUND	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	281.53
	261 - GAS TAX FUND	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	113.09
	263 - TRANSPORTATION	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	92.74
	400 - WELLNESS CENTER	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	651.55
	552 - WATER	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	433.89
	553 - SEWER	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	435.31
	554 - REFUSE	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	171.29
	556 - VITA-PAKT	08/16/24	6146	SUPERION, LLC	INV#4/12 SOFTWARE	15.14
26579						\$343.37
	101 - GENERAL FUND	08/16/24	144	THE GAS COMPANY	185 N GALE HILL	18.97
	101 - GENERAL FUND	08/16/24	144	THE GAS COMPANY	140 N MIRAGE	15.68

	101 - GENERAL FUND	08/16/24	144	THE GAS COMPANY	251 E HONOLULU	15.68
	101 - GENERAL FUND	08/16/24	144	THE GAS COMPANY	139 N SWEETBRIER BB	15.81
	400 - WELLNESS CENTER	08/16/24	144	THE GAS COMPANY	740 SEQUOIA BLDG	48.99
	400 - WELLNESS CENTER	08/16/24	144	THE GAS COMPANY	740 SEQUOIA	228.24
26580						\$301.35
	101 - GENERAL FUND	08/16/24	5792	THOMSON REUTERS - W	JULY ONLINE/SOFTWAR	301.35
26581						\$60.00
	101 - GENERAL FUND	08/16/24	6413	TRANS UNION LLC	6/26/24-7/25/24 SVC	60
26582						\$58.00
	101 - GENERAL FUND	08/16/24	6015	TULARE COUNTY CLERK	TULARE&FOOTHILL REH	58
26583						\$107,306.00
	101 - GENERAL FUND	08/16/24	3511	TULARE COUNTY SHERI	7/1/24-6/30/25 DISP	107306
26584						\$193.40
	400 - WELLNESS CENTER	08/16/24	5401	ULINE	KITCHEN CART	193.4
26585						\$373.53
	552 - WATER	08/16/24	6445	USA NORTH 811	CA STATE FEES FY24/	186.77
	553 - SEWER	08/16/24	6445	USA NORTH 811	CA STATE FEES FY24/	186.76
26586						\$7,686.72
	101 - GENERAL FUND	08/16/24	5747	USA STAFFING INC.	7/21/24 CS-ANITA G.	1094.4
	101 - GENERAL FUND	08/16/24	5747	USA STAFFING INC.	7/21/24 CS-JOSE G.	921.6
	101 - GENERAL FUND	08/16/24	5747	USA STAFFING INC.	7/28/24 CS-ANITA G.	1094.4
	101 - GENERAL FUND	08/16/24	5747	USA STAFFING INC.	7/28/24 CS-JOSE V.	737.28
	101 - GENERAL FUND	08/16/24	5747	USA STAFFING INC.	7/28/24 CS-NICOLAS	737.28
	101 - GENERAL FUND	08/16/24	5747	USA STAFFING INC.	8/4/24 CS-ANITA G.	1094.4
	101 - GENERAL FUND	08/16/24	5747	USA STAFFING INC.	8/4/24 CS-JOSE G.	1085.76
	101 - GENERAL FUND	08/16/24	5747	USA STAFFING INC.	8/4/24 CS-NICOLAS C	921.6
26587						\$1,564.77
	101 - GENERAL FUND	08/16/24	1041	VERIZON WIRELESS	642065758-00001 JUL	125.73
	101 - GENERAL FUND	08/16/24	1041	VERIZON WIRELESS	642065758-00004 JUL	1308.89
	101 - GENERAL FUND	08/16/24	1041	VERIZON WIRELESS	642065758-00003 JUL	21.69
	101 - GENERAL FUND	08/16/24	1041	VERIZON WIRELESS	642065758-00003 JUL	21.69
	101 - GENERAL FUND	08/16/24	1041	VERIZON WIRELESS	642065758-00003 JUL	21.69
	552 - WATER	08/16/24	1041	VERIZON WIRELESS	642065758-00003 JUL	21.69
	553 - SEWER	08/16/24	1041	VERIZON WIRELESS	642065758-00003 JUL	21.69
	554 - REFUSE	08/16/24	1041	VERIZON WIRELESS	642065758-00003 JUL	21.7
26588						\$125.00
	400 - WELLNESS CENTER	08/16/24	5912	YVETTE DURAN	JULY POUND&ZUMBA CL	125
EDD80924						\$5,185.21
	101 - GENERAL FUND	08/13/24	687	STATE OF CALIFORNIA	EDD PRPD 8/09/2024	5185.21
IRS80924						\$40,863.90
	101 - GENERAL FUND	08/13/24	2011	INTERNAL REVENUE SE	941 PRPD 8/9/2024	14958.5
	101 - GENERAL FUND	08/13/24	2011	INTERNAL REVENUE SE	941 PRPD 8/9/2024	25905.4
PPAMVEJA						\$80.42
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	25355 CTPD M VEJAR	40.03
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	25355 MBPD M VEJAR	40.39
SRV7244						\$32,184.64
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	25354 CTPD 7/7-7/20	914.09
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	25354 MBPD 7/7-7/20	913.41
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	25355 CTPD 7/7-7/20	3028.36
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	25355 MBPD 7/7-7/20	3026.17
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	26330 CTPD 7/7-7/20	2609.31
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	26330 MBPD 7/7-7/20	2569.48
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	433 CTPD 7/7-7/20	6649.01
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	433 MBPD 7/7-7/20	3256.39
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	434 CTPD 7/7-7/20	6757.5
	101 - GENERAL FUND	08/09/24	457	PUBLIC EMPLOYEES RE	434 MBPD 7/7-7/20	2460.92

SUMMARY BY FUNDING SOURCE

101 - GENERAL FUND	1,231,627.81
261 - GAS TAX FUND	34,018.03
263 - TRANSPORTATION	12,609.78
400 - WELLNESS CENTER	107,561.46
552 - WATER	143,757.15
553 - SEWER	89,014.18
554 - REFUSE	23,704.34
556 - VITA-PAKT	6,133.44
600 - CAPITAL IMPROVEMENT	31,067.29
700 - CDBG REVOLVING LN FUND	1,071.05
720 - HOME REVOLVING LN FUND	21,550.91
779 - 00-HOME-0487	-
781 - CAL HOME RLF	520.20
883 - SIERRA VIEW ASSESSMENT	3,865.20
884 - HERITAGE ASSESSMENT DIST	820.61
886 - SAMOA	429.19
887 - SWEETBRIER TOWNHOUSES	1,199.06
888 - PARKSIDE	415.10
889 - SIERRA VISTA ASSESSMENT	839.07
890 - MAPLE VALLEY ASSESSMENT	303.84
891 - PELOUS RANCH	2,254.80

TOTAL	\$1,712,762.51
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STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 10.1
Public Hearing

DEPARTMENT: City Services
FROM: Kira Stowell, Senior Planner for QK, Inc.
AGENDA TITLE: Conditional Use Permit 24-02 Recycling Collection Center

ACTION & RECOMMENDATION

Consider the Approval of Resolution 24-29 approving Conditional Use Permit No. 24-02 for a recycling center at 455 N. Mirage (APN 205-220-007).

BACKGROUND | ANALYSIS

Conditional Use Permit No. 24-02 is a request by Oscar M Gutierrez to establish a recycling center at 455 N. Mirage Ave. in a shopping center at the southwest corner of S Mirage Avenue and S Elmwood Avenue. The site is zoned MXU (Mixed Use), consistent with the General Plan land use designation of Mixed Use. The MXU zoning district is intended primarily for application to areas characterized by a mixture of uses that include residential, commercial, and industrial.

The site is currently developed as a commercial shopping center with Lindsay Food Center adjacent to the proposed project site. The applicant proposes to collect bottles, cans, and plastic containers for recycling. The conditions of approval will ensure the proposed use is compatible with surrounding uses and protect the aesthetics of the site.

The council may grant an application for a conditional use permit as the use permit was applied for or in modified form if, on the basis of the application and the evidence submitted, the council makes all of the following findings in accordance with Section 18.17.070 of the Lindsay City Council:

- A. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right.
- B. That the proposed location of the conditional use is in accordance with the objectives of the zoning code and the purposes of the district in which the site is located.
- C. That the proposed use will comply with each of the applicable provisions of this title.

CONDITIONS OF APPROVAL

Staff recommends that the City Council approve Conditional Use Permit No. 24-02 based on the findings and subject to the following conditions, which are included in the attached resolution:

- 1. Operate in accordance with the Site Plan as submitted, except as amended by these conditions.
- 2. Operate in accordance with the Operations Statement as submitted.
- 3. Operator shall abide by all federal, state, and local laws, including Title 14 and Title 27 of the California Code of Regulations.
- 4. A seven-foot-tall fence or wall shall be installed on the north side of the recycling facility and shall be completely opaque, screening the view of any outdoor recycling collection operations from the nearby residences. Durable materials would be required, subject to the approval of the City Services Department.

5. On a daily basis, the site shall be kept free of litter, debris, spillage, bugs, rodents, odors, and other similar undesirable hazards. Shopping carts shall be returned to the appropriate store operator daily.
6. At least one trash receptacle shall be provided within the recycling collection site during business hours.
7. Graffiti occurring on any part of the recycling center or screening fence or wall shall be removed within two (2) days of notice of its placement.
8. The recycling center site shall operate on a dust-free drivable surface, as deemed adequate by the San Joaquin Valley Air Pollution Control District.
9. Recycling materials collected shall be properly stored and removed daily to a sister facility. Under no circumstances would the recyclable materials accumulate and/or become a nuisance.
10. Employee restroom access shall be provided by the property owner at the Lindsay Food Center.
11. Comply with all applicable regulations listed in Chapter 20 of Title 8 of the City of Lindsay Municipal Code.
12. No recycling center operator shall permit loitering, camping, public begging, consumption of alcoholic beverages, use of illegal narcotics, or any other criminal activity on any premises over which he or she has control.
13. Upon approval, compliance with the zoning ordinance and use permit conditions of approval shall be reviewed by staff at the following intervals:
 - a. 6 months
 - b. 12 months
 - c. And yearly thereafter
14. Any infractions of the zoning ordinance or use permit conditions or approval would result in the automatic suspension of the use permit and require a review by Council within 30 days where it could revoke the use permit or impose requirements to ensure full compliance. Any complaints of excess noise, odor, or debris could result in additional requirements to ensure compatibility with nearby uses.
15. Any new exterior signs require separate application, review, and approval by City staff.
16. The hours of operation for the recycling center must be posted on site. A "No Loitering" sign and a "No Dumping" sign shall be posted in a conspicuous location of the lease space.

PUBLIC OUTREACH

A public hearing notice was posted in the Porterville Recorder. The notice was mailed out to all property owners within 300 feet of the project site.

ENVIRONMENTAL REVIEW

This project is categorically exempt from CEQA per Article 19, Section 15301 "Existing Facilities" and 15303 "New Construction or Conversion of Small Structures" and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines, Section 15300.2 applies.

FISCAL IMPACT

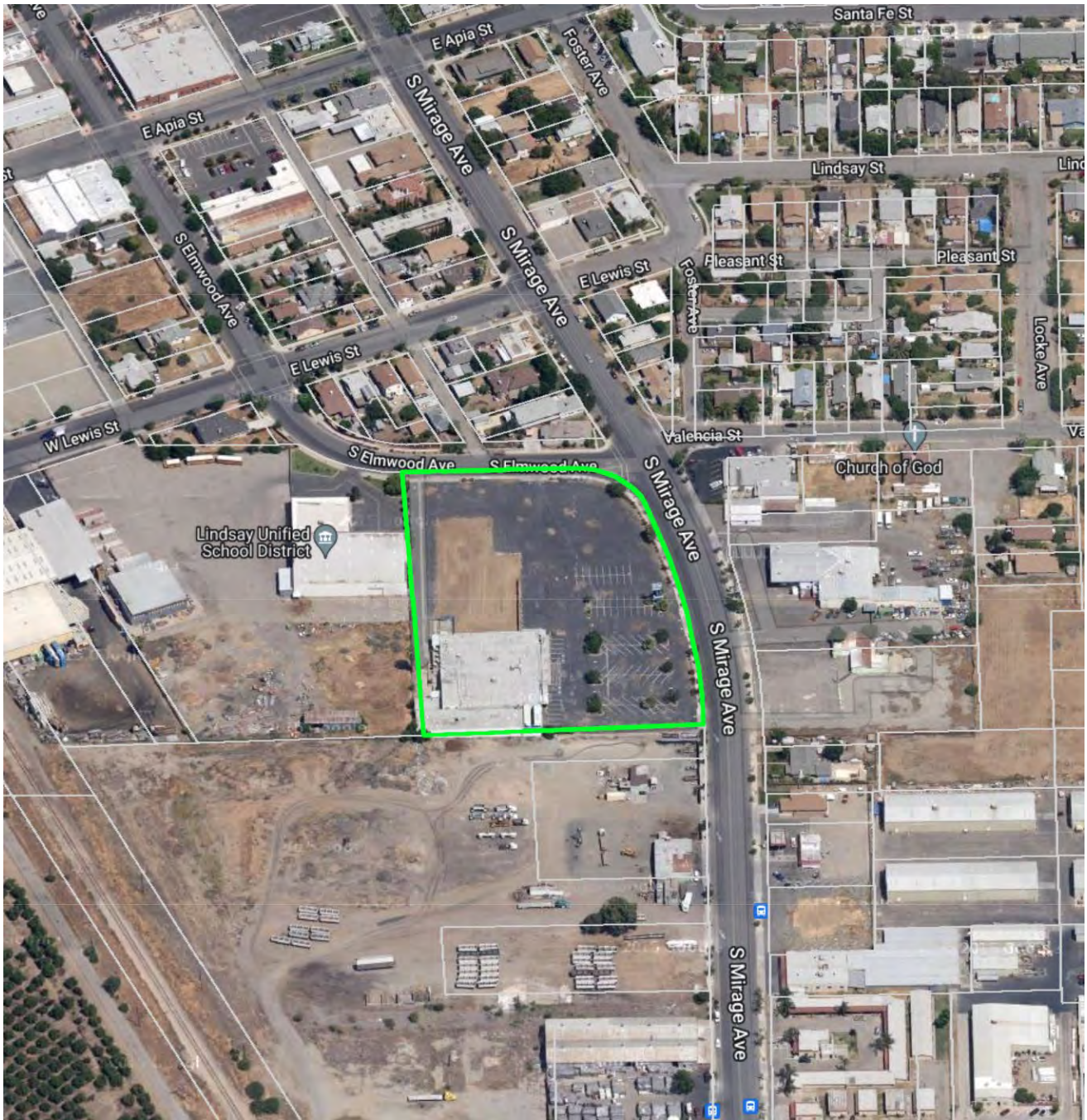
There is no fiscal impact associated with this action.

ATTACHMENTS

1. Location Map
2. Proposed Site Plan
3. Resolution 24-29

Reviewed/Approved: _____

Location Map



Proposed Site Plan





A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 24-29

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING CONDITIONAL USE PERMIT NO. 24-02, A REQUEST BY OSCAR M GUTIERREZ TO ESTABLISH A RECYCLING CENTER LOCATED AT 455 S. MIRAGE AVE. IN THE MIXED USE ZONE AND FINDING THAT THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15301 "EXISTING FACILITIES," AND SECTION 15303 "NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES" UNDER ARTICLE 19 OF THE CEQA GUIDELINES

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 27, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, Conditional Use Permit Application No. 24-0 was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

WHEREAS, the City Council of the City of Lindsay, after 10 days published notice, held a public hearing before said Council on August 27th, 2024, at 6:00pm at 251 E Honolulu Street, Lindsay, CA 93247; and

WHEREAS, the project is categorically exempt from the provisions of the California Environmental Quality Act, per Article 19, Section 15301 Existing Facilities and 15303 New Construction or Conversion of Small Structures; and

WHEREAS, City Planning Staff has prepared the necessary investigation and a staff report of the information bearing upon the Conditional Use Permit (CUP) application; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:

- SECTION 1. The Council hereby makes the following findings regarding Conditional Use Permit No. 2024-02, based on facts detailed in the August 22, 2024 staff report, which is hereby incorporated by reference, as well as the evidence and testimony presented during the Public Hearing:
- A. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right.
 - B. That the proposed location of the conditional use is in accordance with the objectives of the zoning code and the purposes of the district in which the site is located.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

- C. That the proposed use will comply with each of the applicable provisions of the Lindsay Municipal Code.

SECTION 2. The project shall adhere to the following Conditions of Approval:

1. Operate in accordance with the Site Plan as submitted, except as modified by these conditions.
2. Operate in accordance with the Operations Statement as submitted.
3. Operator shall abide by all federal, state, and local laws, including Title 14 and Title 27 of the California Code of Regulations.
4. A seven-foot-tall fence or wall shall be installed on the north side of the recycling facility and shall be completely opaque, screening the view of any outdoor recycling collection operations from the nearby residences. Durable materials would be required, subject to the approval of the City Services Department.
5. On a daily basis, the site shall be kept free of litter, debris, spillage, bugs, rodents, odors, and other similar undesirable hazards. Shopping carts shall be returned to the appropriate store operator daily.
6. At least one trash receptacle shall be provided within the recycling collection site during business hours.
7. Graffiti occurring on any part of the recycling center or screening fence or wall shall be removed within two (2) days of notice of its placement.
8. The recycling center site shall operate on a dust-free drivable surface, as deemed adequate by the San Joaquin Valley Air Pollution Control District.
9. Recycling materials collected shall be properly stored and removed daily to a sister facility. Under no circumstances would the recyclable materials accumulate and/or become a nuisance.
10. Employee restroom access shall be provided by the property owner at the Lindsay Food Center.
11. Comply with all applicable regulations listed in Chapter 20 of Title 8 of the City of Lindsay Municipal Code.
12. No recycling center operator shall permit loitering, camping, public begging, consumption of alcoholic beverages, use of illegal narcotics, or any other criminal activity on any premises over which he or she has control.
13. Upon approval, compliance with the zoning ordinance and use permit conditions of approval shall be reviewed by staff at the following intervals:
 - a. 6 months
 - b. 12 months



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

c. And yearly thereafter

14. Any infractions of the zoning ordinance or use permit conditions or approval would result in the automatic suspension of the use permit and require a review by Council within 30 days where it could revoke the use permit or impose requirements to ensure full compliance. Any complaints of excess noise, odor, or debris could result in additional requirements to ensure compatibility with nearby uses.
15. Any new exterior signs require separate application, review, and approval by City staff.
16. The hours of operation for the recycling center must be posted on site. A "No Loitering" sign and a "No Dumping" sign shall be posted in a conspicuous location of the lease space.

- SECTION 3. This resolution shall be effective immediately upon its approval and adoption.
- SECTION 4. The Conditional Use Permit shall lapse and become void if operation does not commence within one year of this approval or is discontinued for a period of one year.
- SECTION 5. The Mayor, or pending officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest them.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	August 27, 2024
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

Ramiro Serna, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____
Maegan Peton, City Clerk



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 11.1
Action Items

DEPARTMENT: City Services

FROM: Neyba Amezcua, Principal Project Manager-QK, Inc.

AGENDA TITLE: Award Contract for the Construction of the Olive Bowl/Kaku Park Expansion – Phase 1 Project

ACTION & RECOMMENDATION

Award and authorize the Mayor or Mayor Pro Tem to sign a contract with the lowest responsible bidder, Unified Field Management Services of Bakersfield, CA in the amount of \$7,798,767.55 for the construction of the City of Lindsay Olive Bowl/Kaku Park Expansion – Phase 1 Project; and authorize staff to value engineer the remaining phases of the project.

BACKGROUND | ANALYSIS

Olive Bowl Park and Kaku Park, located on the southwest side of Lindsay, were identified as a priority for upgrades back in 2019 due to their severe disrepair and urgent need for improvements. Additionally, Lindsay's growing population has put a strain on the existing parks system. The area around the project site has seen the construction of over 500 new housing units and expanding the existing park could ensure park access to this growing population. Additionally, the City has limited availability of baseball and softball facilities, despite a growing interest in the sport. With the overall growth in population, the need to renovate and expand baseball and softball facilities has also increased.

The funding of this project has been a complex process due to its size and the volatility of the economy associated with the COVID-19 pandemic. Below is a summary of the phases this project has undergone.

- Community Engagement: February to May 2019
- State Parks Application Submittal: May 2019
- **State Parks Grant Award: February 2020 - \$3,670,437 Grant**
- Landscape Architect RFP Release: October 2020
- Landscape Architect RFP Award: January 2021 Awarded Contract to MIG, Inc
- 30% Plans and Opinion of Probable Cost Submittal received on June 16, 2021, for \$6,151,793.54
- Clean California Application Submittal: January 2022 Cycle 1 Released
- **Clean California Grant Award: May 2022 - \$4,650,920 Grant**
- Notice to Proceed for Clean California: August 2022
- Release of the 1st Request for Bids by the City: March 2023
- Request for 1st Bid Received: April 2023 – 2 bids received
- 1st Bids Rejected By Council: April 2023
- Plan Modifications by MIG, Inc.: Communication with Caltrans – June 2023 through September 2023
- 2nd Release of the Request for Bids: September 2023
- 2nd Bid Proposals Received: November 2, 2023
 - JT2, Inc submitted the only bid
- 2nd Bid Rejected by Council: January 23, 2024, and authorized staff to seek Clean California Time Extension and reduce the scope work.
- A 12-month time extension, from Clean California, was granted via email on March 26, 2024

- The re-design for the 3rd time started on March 25, 2025. Staff signed the Authorization for Additional Services to MIG. New contract amount is \$449,487.00 For a 3-phase revision to the plans:
 - Phase 1: Includes all the active/sports recreation area including one (1) baseball field, two (2) softball fields, playground equipment, walking paths, restroom/concession/storage building, irrigation, trees, etc.
 - Phase 2: parking lot
 - Phase 3: north end of the Park.
- 3rd Authorization to go out to bid pending additional ARPA funding allocation to Olive Bowl - Approved by Council on May 28, 2024
- Council allocated ARPA Funds to the completion of Olive Bowl on June 11, 2024, for a total of \$1,761,815
- 3rd Release of the Request for Bids: July 2, 2024

The project was advertised as follows:

1. The Request for Proposal (RFP) was released on July 2, 2024, via email to eight Builders Exchanges, including Tulare-Kings County, CEN-CAL Construction, ISQFT Construction Content, Construct Connect, Bay Area, SR, BesOnline, and Valley.
2. A "Notice Inviting Bids" for the RFP was published in the Porterville Recorder on July 3, 2024, and was also posted on the City of Lindsay's website.

The City received and acknowledged four bids on August 20, 2024. The following is a summary of the bids that were received:

Company Name/City	Base Bid -Phase 1- Ballfield Park Improvement	Additive Alt. A- Phase 3-North Park	Additive Alt. B - Phase 2-Parking Lot Improvements
Unified Field Services (Bakersfield)	\$ 7,798,767.55	\$ 1,435,829.40	\$ 537,833.70
SCEI Sierra Construction & Excavation (Bakersfield)	\$ 8,446,459.23	\$ 1,849,936.25	\$ 631,000.49
Stockbridge (Clovis)	\$ 9,016,941.00	\$ 1,428,066.00	\$ 569,537.00
Paden & Bletscher Construction (Fresno)	\$ 10,019,057.39	\$ 1,927,836.95	\$ 769,745.05

Staff has reviewed all 4 submittals and has determined that all bids are complete and responsive.

Staff prepared a financial analysis of the bid awards, considering available funding and the lowest bid received, to determine the optimal awarding strategy.

Staff recommends that the Council award the contract to the lowest responsible bidder, Unified Field Services of Bakersfield, CA, for the Olive Bowl/Kaku Park Expansion – Phase I Project, in the amount of \$7,798,767.55 and authorize staff to value engineer the rest of the project.

FISCAL IMPACT

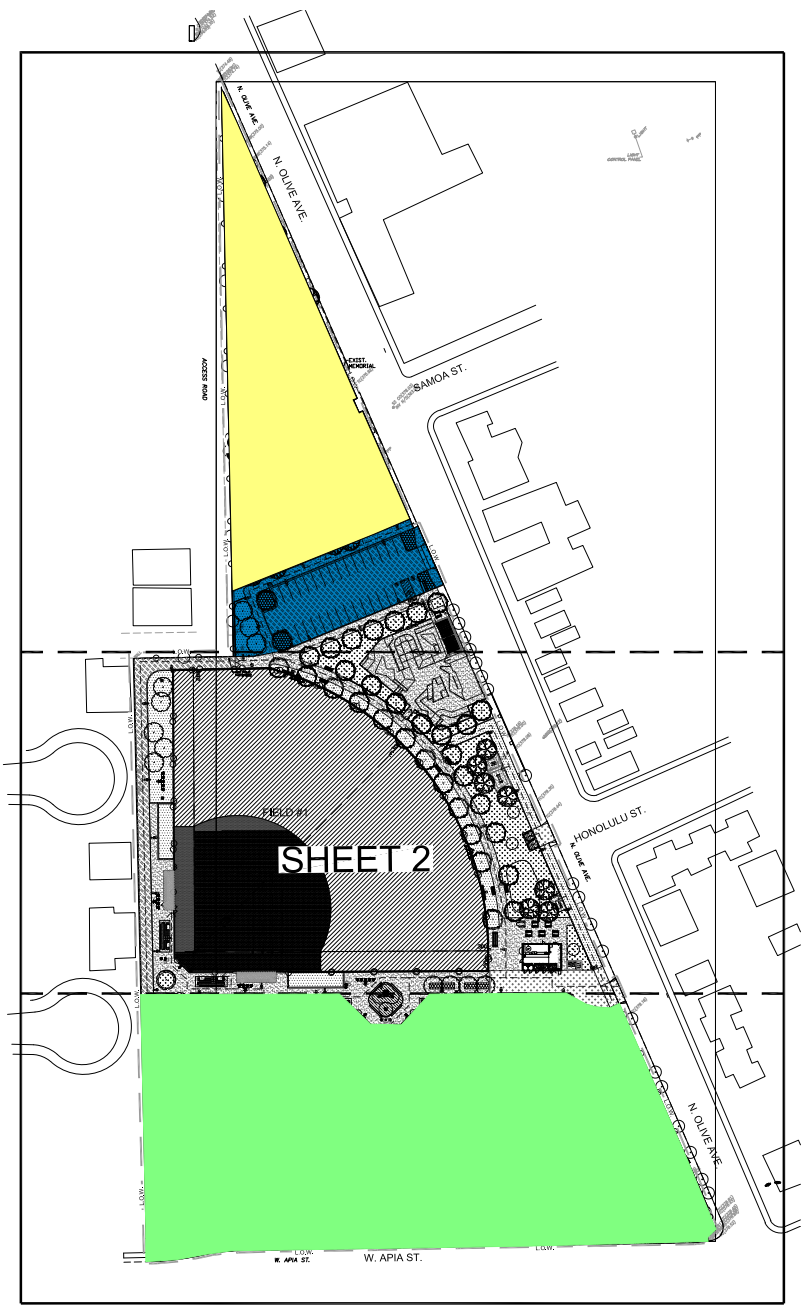
This purchase will be made using the Clean California Grant

<u>Budget/Funding</u>	<u>Fund No.</u>	<u>Fund Description</u>
\$3,670,437	600	State Parks-Prop 68 Grant
\$4,650,920	600	Clean California Grant
<u>\$1,761,815</u>	600	American Rescue Plan Act
\$10,083,172		

ATTACHMENTS

1. 3-Phase Plan
2. Award Bid Financial Analysis
3. Abstract
4. Contract

Reviewed/Approved: _____



SYMBOLS LEGEND:

- BALL FIELD TURF
- STABILIZED D.G.
- INFIELD STABILIZED D.G.
- 4" CONCRETE
- 1" CONCRETE
- A.C. PAVEMENT
- RUBBERIZED SURFACING
- GENERAL TURF
- PLANTING AREA
- BASIN TURF
- NEW TREE
- EXISTING TREE
- SHEET MATCHLINE
- ADA PATH OF TRAVEL

OLIVE BOWL RE-PACKAGE FEBRUARY 2023

- Phase 1** - Ballfield Park Improvements: One (300') Premier Lighted Ballfield, Two (200') Lighted Ballfields, Concession/Restroom, Skate Park, Small Playground, Picnic Areas, Fitness Equipment, Detention Basin
- Phase 2** - Lighted Parking Lot Improvements
- Phase 3** - North Park Improvements: Lighting, Restroom, Playground, Picnic Areas, Detention Basin



CONSULTANT:

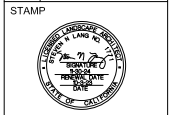
PROJECT TEAM:
 LANDSCAPE ARCHITECT
MOORE JACOFANO GOLTSMAN, INC.
 ELECTRICAL ENGINEER
 LRA ENGINEERS
 CIVIL ENGINEER
 BWP
 STRUCTURAL ENGINEER
 BE
 SKATEPARK DESIGNER
 SPOHN RANCH

OLIVE BOWL
 KAKU
 PARK

LINDSAY, CA
 93247

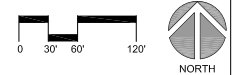
SHEET TITLE
OVERALL SITE PLAN

DATE	REVISION
10-18-21	50% CD Submittal
12-8-21	80% CD Submittal
12-14-22	80% CD Submittal
2-13-23	100% CD Submittal
10-3-23	ADDENDUM #1



CHECKED BY	DATE
C.J.	10-3-23
DRAWN BY	JOB NO.
H.D.	05500.00

SHEET
T-2
 SHEET 2 OF 85 SHEETS



DIGALERT
 DIAL TOLL FREE
 1-800-422-4133
 AT LEAST TWO DAYS
 BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

Award Bid Financial Analysis

	Phase 1	Phase 2	Phase 3	All 3 Phases Total
Bid Amount	\$ 7,748,767.55	\$ 537,833.70	\$ 1,435,829.40	\$ 9,722,430.65
Total of Construction Engineering	\$ 2,234,505.76		\$ 269,544.63	
Grand Total	\$ 11,956,936.41		\$ 1,705,374.03	
Weighted Percentage per Phase	80%	6%	15%	

Construction Engineering

Utilities Undergrounding	\$ 135,000.00
Landscape Architect Contract	\$ 449,487.00
Project Construction Management	\$ 972,243.07
Restroom Building City Purchase	\$ 551,814.00
Playground for Phase 3	\$ 125,961.69
	\$ 2,234,505.76

Funding Sources

State Parks	\$ 3,670,437.00	36.40%
Caltrans	\$ 4,650,920.00	46.13%
City (ARPA)	\$ 1,761,815.00	17.47%
Total Available	\$ 10,083,172.00	

Shortage \$ 1,873,764.41

Option 1 Award Phase 1	\$ 8,982,292.86
To be Value Engineer for Phase 3 North Park	\$ 1,100,879.14

ABSTRACT

BASE BID - PHASE 1 - Ballfield Park Improvements

BASE BID - PHASE 1 - Ballfield Park Improvements											
NO.	DESCRIPTION	EST. QTY.	UNIT	Engineer's Estimate		1. Unified		2. SCEI		3. Stockbridge	
				UNIT COST	ITEM COST	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	Mobilization, Demobilization & Cleanup	1	LS	\$ 281,367.80	\$ 281,367.80	\$ 272,684.00	\$ 272,684.00	\$ 203,100.00	\$ 203,100.00	\$ 329,000.00	\$ 329,000.00
2	Demolition, Site Clear and Grub	1	LS	\$ 272,787.60	\$ 272,787.60	\$ 368,569.00	\$ 368,569.00	\$ 199,780.00	\$ 199,780.00	\$ 217,800.00	\$ 217,800.00
3	Earthwork & Site Grading	1	LS	\$ 209,231.00	\$ 209,231.00	\$ 550,361.00	\$ 550,361.00	\$ 1,060,640.00	\$ 1,060,640.00	\$ 473,000.00	\$ 473,000.00
4	Site Electrical	1	LS	\$ 2,144,000.00	\$ 2,144,000.00	\$ 2,472,917.00	\$ 2,472,917.00	\$ 1,997,460.00	\$ 1,997,460.00	\$ 2,589,000.00	\$ 2,589,000.00
5	Landscape and Irrigation System	1	LS	\$ 511,158.10	\$ 511,158.10	\$ 782,206.00	\$ 782,206.00	\$ 762,430.00	\$ 762,430.00	\$ 717,800.00	\$ 717,800.00
SITE UTILITIES											
6	Storm Drain HDPE (4"-18")	905	LF	\$ 60.00	\$ 54,300.00	\$ 79.00	\$ 71,495.00	\$ 76.00	\$ 68,780.00	\$ 70.00	\$ 63,350.00
7	18"x18" Drop Inlet	4	EA	\$ 319.00	\$ 1,276.00	\$ 1,460.00	\$ 5,840.00	\$ 4,670.00	\$ 18,680.00	\$ 1,800.00	\$ 7,200.00
8	12"x12" Drop Inlet	4	EA	\$ 319.00	\$ 1,276.00	\$ 1,460.00	\$ 5,840.00	\$ 1,940.00	\$ 7,760.00	\$ 1,700.00	\$ 6,800.00
9	Storm Drain Manhole	1	EA	\$ 4,350.00	\$ 4,350.00	\$ 12,166.00	\$ 12,166.00	\$ 6,240.00	\$ 6,240.00	\$ 9,000.00	\$ 9,000.00
10	Sewer PVC Pipe (4")	402	LF	\$ 56.00	\$ 22,512.00	\$ 142.00	\$ 57,084.00	\$ 120.00	\$ 48,240.00	\$ 36.00	\$ 14,472.00
11	Domestic Water Pipe (2")	653	LF	\$ 53.00	\$ 34,609.00	\$ 37.00	\$ 24,161.00	\$ 41.00	\$ 26,773.00	\$ 25.00	\$ 16,325.00
12	Sidewalk Underdrain	1	EA	\$ 639.00	\$ 639.00	\$ 3,450.00	\$ 3,450.00	\$ 3,870.00	\$ 3,870.00	\$ 6,500.00	\$ 6,500.00
13	Sewer Manhole	1	EA	\$ 4,350.00	\$ 4,350.00	\$ 56,220.00	\$ 56,220.00	\$ 16,100.00	\$ 16,100.00	\$ 7,000.00	\$ 7,000.00
14	Cleanout	3	EA	\$ 831.00	\$ 2,493.00	\$ 578.00	\$ 1,734.00	\$ 730.00	\$ 2,190.00	\$ 900.00	\$ 2,700.00
PAVING/CONCRETE											
15	Concrete paving 4", natural grey, broom finish	45,295	SF	\$ 6.00	\$ 271,770.00	\$ 13.15	\$ 595,629.25	\$ 17.00	\$ 770,015.00	\$ 21.46	\$ 972,030.70
16	Concrete paving 7" at vehicular area, natural grey, broom finish	4,892	SF	\$ 7.00	\$ 34,244.00	\$ 24.20	\$ 118,386.40	\$ 19.00	\$ 92,948.00	\$ 40.00	\$ 195,680.00
17	Asphalt concrete paving, 3" over 6" AB	8,800	SF	\$ 3.50	\$ 30,800.00	\$ 14.23	\$ 125,224.00	\$ 11.00	\$ 96,800.00	\$ 7.60	\$ 66,880.00
18	Stabilized Decomposed Granite	26,298	SF	\$ 4.00	\$ 105,192.00	\$ 4.25	\$ 111,766.50	\$ 4.25	\$ 111,766.50	\$ 4.00	\$ 105,192.00
19	6" Concrete Mow Curb	689	LF	\$ 12.00	\$ 8,268.00	\$ 71.55	\$ 49,297.95	\$ 37.00	\$ 25,493.00	\$ 30.00	\$ 20,670.00
20	Play Area Curb @ Rubberized Play Surface	152	LF	\$ 48.00	\$ 7,296.00	\$ 154.10	\$ 23,423.20	\$ 89.00	\$ 13,528.00	\$ 33.00	\$ 5,016.00
BALLFIELDS											
21	Foul ball poles, 30'-0" high - At Field #1	2	EA	\$ 13,000.00	\$ 26,000.00	\$ 11,086.00	\$ 22,172.00	\$ 12,500.00	\$ 25,000.00	\$ 17,600.00	\$ 35,200.00
22	Safety Net 20' high @ Field #1	1,031	LF	\$ 590.00	\$ 608,290.00	\$ 162.55	\$ 167,589.05	\$ 570.00	\$ 587,670.00	\$ 595.00	\$ 613,445.00
23	Aluminum Spectator Bleachers (4-Row, 27' long) @ Field #1	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 15,897.50	\$ 31,795.00	\$ 18,190.00	\$ 36,380.00	\$ 21,500.00	\$ 43,000.00
24	Aluminum Spectator Bleachers (3-Row, 21' long)	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 11,700.00	\$ 46,800.00	\$ 12,340.00	\$ 49,360.00	\$ 9,500.00	\$ 38,000.00
25	Aluminum Spectator Bleachers (3-Row, 15' long)	2	EA	\$ 4,800.00	\$ 9,600.00	\$ 11,040.00	\$ 22,080.00	\$ 8,860.00	\$ 17,720.00	\$ 6,700.00	\$ 13,400.00
26	Electronic Scoreboard @ Field #1	1	EA	\$ 36,000.00	\$ 36,000.00	\$ 37,952.00	\$ 37,952.00	\$ 38,290.00	\$ 38,290.00	\$ 119,000.00	\$ 119,000.00

27	Electronic Scoreboards @ Field #2 & #3	2	EA	\$ 14,000.00	\$ 28,000.00	\$ 20,100.00	\$ 40,200.00	\$ 21,100.00	\$ 42,200.00	\$ 118,000.00	\$ 236,000.00
DUGOUTS AMENITIES											
28	Bat rack	6	EA	\$ 620.00	\$ 3,720.00	\$ 1,105.00	\$ 6,630.00	\$ 1,070.00	\$ 6,420.00	\$ 1,205.00	\$ 7,230.00
29	Aluminum Players Bench (7'-6" long; 3 per dugout)	18	EA	\$ 900.00	\$ 16,200.00	\$ 992.00	\$ 17,856.00	\$ 1,770.00	\$ 31,860.00	\$ 990.00	\$ 17,820.00
BACKSTOPS, FENCES AND GATES											
30	Field #1 - 30' H Chain-link backstop w/ 8' Overhang	1	EA	\$ 130,000.00	\$ 130,000.00	\$ 20,472.00	\$ 20,472.00	\$ 140,170.00	\$ 140,170.00	\$ 147,100.00	\$ 147,100.00
31	2" x 10" Plastic Lumber @ Field #1 30' Back Stop. Fields #2 and #3 20' Backstops.	327	LF	\$ 360.00	\$ 117,720.00	\$ 116.00	\$ 37,932.00	\$ 340.00	\$ 111,180.00	\$ 353.00	\$ 115,431.00
32	Field #2 and #3 - 20' Back Stop	2	EA	\$ 90,000.00	\$ 180,000.00	\$ 58,389.00	\$ 116,778.00	\$ 113,260.00	\$ 226,520.00	\$ 118,900.00	\$ 237,800.00
33	8'-0" high Chain-link fencing - Field #1 side lines and outfield	1,000	LF	\$ 80.00	\$ 80,000.00	\$ 70.00	\$ 70,000.00	\$ 76.00	\$ 76,000.00	\$ 80.00	\$ 80,000.00
34	8'-0" high Chain-link fencing - Field #1 dugouts	122	LF	\$ 265.00	\$ 32,330.00	\$ 84.00	\$ 10,248.00	\$ 410.00	\$ 50,020.00	\$ 436.00	\$ 53,192.00
35	8'-0" high Chain-link fencing - Fields #2 and #3 side lines and outfield	1,277	LF	\$ 80.00	\$ 102,160.00	\$ 70.00	\$ 89,390.00	\$ 73.00	\$ 93,221.00	\$ 77.00	\$ 98,329.00
36	8'-0" high Chain-link fencing - Field #2 and #3 dugouts	244	LF	\$ 340.00	\$ 82,960.00	\$ 83.75	\$ 20,435.00	\$ 410.00	\$ 100,040.00	\$ 536.00	\$ 130,784.00
37	(8' h x 4'w) Chain-link Gates , Single	18	EA	\$ 2,600.00	\$ 46,800.00	\$ 3,041.00	\$ 54,738.00	\$ 1,120.00	\$ 20,160.00	\$ 1,200.00	\$ 21,600.00
38	(8'h x 8'w) Chain-link Gates, Double	4	EA	\$ 4,000.00	\$ 16,000.00	\$ 4,016.00	\$ 16,064.00	\$ 1,680.00	\$ 6,720.00	\$ 1,770.00	\$ 7,080.00
39	(8'h x 12'w) Chain-link Gates, Double	8	EA	\$ 4,500.00	\$ 36,000.00	\$ 4,417.00	\$ 35,336.00	\$ 2,020.00	\$ 16,160.00	\$ 2,120.00	\$ 16,960.00
SITE SPORTS SURFACES											
40	Decomposed granite, Infield Mix - fields #1, #2 and #3	47,458	SF	\$ 4.00	\$ 189,832.00	\$ 3.90	\$ 185,086.20	\$ 4.00	\$ 189,832.00	\$ 3.55	\$ 168,475.90
41	Turf (Seed Ballfield)	114,124	SF	\$ 1.30	\$ 148,361.20	\$ 1.50	\$ 171,186.00	\$ 1.45	\$ 165,479.80	\$ 1.37	\$ 156,349.88
42	9" Concrete Mow Curb at 8' Fencing	2,643	LF	\$ 45.00	\$ 118,935.00	\$ 32.55	\$ 86,029.65	\$ 43.00	\$ 113,649.00	\$ 40.00	\$ 105,720.00
SITE AMENITIES											
43	Drinking fountains	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 9,390.00	\$ 18,780.00	\$ 11,810.00	\$ 23,620.00	\$ 12,050.00	\$ 24,100.00
44	Trash receptacles	15	EA	\$ 1,700.00	\$ 25,500.00	\$ 3,240.00	\$ 48,600.00	\$ 1,900.00	\$ 28,500.00	\$ 2,060.00	\$ 30,900.00
45	Dog Waste Station	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,567.00	\$ 1,567.00	\$ 2,730.00	\$ 2,730.00	\$ 3,530.00	\$ 3,530.00
46	Picnic Table ADA 8' Long	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 3,031.00	\$ 15,155.00	\$ 4,760.00	\$ 23,800.00	\$ 4,800.00	\$ 24,000.00
47	Picnic Table Standard 6' Long	5	EA	\$ 3,100.00	\$ 15,500.00	\$ 2,985.20	\$ 14,926.00	\$ 3,760.00	\$ 18,800.00	\$ 3,860.00	\$ 19,300.00
48	BBQ w/ Prep Table	4	EA	\$ 3,500.00	\$ 14,000.00	\$ 4,031.75	\$ 16,127.00	\$ 3,880.00	\$ 15,520.00	\$ 4,240.00	\$ 16,960.00
49	Grant Funding Signage	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,255.00	\$ 5,255.00	\$ 8,640.00	\$ 8,640.00	\$ 4,600.00	\$ 4,600.00
50	Entry Monument	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 36,140.00	\$ 36,140.00	\$ 36,700.00	\$ 36,700.00	\$ 16,610.00	\$ 16,610.00
51	Existing Shade Shelter Removal and Relocation	1	LS	\$ 52,000.00	\$ 52,000.00	\$ 42,680.00	\$ 42,680.00	\$ 29,220.00	\$ 29,220.00	\$ 20,000.00	\$ 20,000.00

52	Concrete Seat wall @ Ballfield	19	LF	\$ 1,400.00	\$ 26,600.00	\$ 2,151.00	\$ 40,869.00	\$ 1,560.00	\$ 29,640.00	\$ 330.00	\$ 6,270.00
53	Play Area #2 @ Ballfield Plaza	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 78,240.00	\$ 78,240.00	\$ 93,240.00	\$ 93,240.00	\$ 78,000.00	\$ 78,000.00
54	Play Area Rubberized Play Surfacing	2,330	SF	\$ 20.00	\$ 46,600.00	\$ 46.00	\$ 107,180.00	\$ 49.00	\$ 114,170.00	\$ 40.00	\$ 93,200.00
55	Bike Rack	3	EA	\$ 800.00	\$ 2,400.00	\$ 2,135.00	\$ 6,405.00	\$ 970.00	\$ 2,910.00	\$ 1,010.00	\$ 3,030.00
56	Park Bench	8	EA	\$ 2,300.00	\$ 18,400.00	\$ 3,804.00	\$ 30,432.00	\$ 4,080.00	\$ 32,640.00	\$ 2,850.00	\$ 22,800.00
57	2-Bay Trash Enclosure	1	EA	\$ 38,000.00	\$ 38,000.00	\$ 52,486.00	\$ 52,486.00	\$ 55,700.00	\$ 55,700.00		\$ -
58	Removable Bollards	3	EA	\$ 1,300.00	\$ 3,900.00	\$ 1,740.00	\$ 5,220.00	\$ 2,330.00	\$ 6,990.00	\$ 1,400.00	\$ 4,200.00
59	50' H. Flagpole	1	EA	\$ 11,000.00	\$ 11,000.00	\$ 8,030.00	\$ 8,030.00	\$ 20,750.00	\$ 20,750.00	\$ 29,000.00	\$ 29,000.00
60	All Ballfield Equipment not listed for fields and bullpens (i.e. bases, home plate, pitching rubbers)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 40,365.00	\$ 40,365.00	\$ 36,020.00	\$ 36,020.00	\$ 40,500.00	\$ 40,500.00
61	Basketball Court	1	LS	\$ 125,000.00	\$ 125,000.00	\$ 97,545.00	\$ 97,545.00	\$ 156,940.00	\$ 156,940.00	\$ 193,000.00	\$ 193,000.00
62	Existing Memorial Removal and Relocation	1	LS	\$		\$ 5,255.00	\$ 5,255.00	\$ 2,229.93	\$ 2,229.93	\$ 11,000.00	\$ 11,000.00

SITE FENCING

63	6'-0" high Chain-link Fencing	377	LF	\$ 55.00	\$ 20,735.00	\$ 66.55	\$ 25,089.35	\$ 62.00	\$ 23,374.00	\$ 65.00	\$ 24,505.00
64	(6'h x 12'w) Chain-link gates, double	1	EA	\$ 4,400.00	\$ 4,400.00	\$ 2,870.00	\$ 2,870.00	\$ 224.00	\$ 224.00	\$ 2,360.00	\$ 2,360.00

RESTROOM/CONCESSION BUILDING

65	Restroom/Concession/Storage BLDG	1	EA	\$ 703,000.00	\$ 703,000.00	\$ 54,428.00	\$ 54,428.00	\$ 16,490.00	\$ 16,490.00	\$ 20,000.00	\$ 20,000.00
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TOTAL FOR BASE BID-PHASE 1

\$ 7,315,562.70	Subtotal	\$ 7,768,867.55	Subtotal	\$ 8,455,493.23	Subtotal	\$ 8,975,197.48
	Contractor Bid Amount	\$ 7,748,767.55		\$ 8,446,459.23		\$ 9,016,941.00
	Difference	\$ (20,100.00)		\$ (9,034.00)		\$ 41,743.52

ADDITIVE ALTERNATES

ADDITIVE ALT A - PHASE 3 - North Park Improvements						1. Unified		2. SCEI		3. Stockbridge	
NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	Mobilization & Demobilization	1	LS	\$ 42,679.45	\$ 42,679.45	53180	\$ 53,180.00	\$ 43,300.00	\$ 43,300.00	\$ 41,000.00	\$ 41,000.00
2	Demolition, Site Clear and Grub	1	LS	\$ 95,754.20	\$ 95,754.20	61452	\$ 61,452.00	\$ 10,650.00	\$ 10,650.00	\$ 89,000.00	\$ 89,000.00
3	Earthwork & Site Grading	1	LS	\$ 35,719.00	\$ 35,719.00	106063	\$ 106,063.00	\$ 435,280.00	\$ 435,280.00	\$ 40,200.00	\$ 40,200.00
4	Site Electrical	1	LS	\$ 276,000.00	\$ 276,000.00	232430	\$ 232,430.00	\$ 340,770.00	\$ 340,770.00	\$ 315,200.00	\$ 315,200.00
5	Planting and Irrigation System	1	LS	\$ 102,853.80	\$ 102,853.80	143381	\$ 143,381.00	\$ 139,890.00	\$ 139,890.00	\$ 130,500.00	\$ 130,500.00

SITE UTILITIES

6	Storm Drain HDPE (4"-18")	269	LF	\$ 60.00	\$ 16,140.00	92	\$ 24,748.00	\$ 93.00	\$ 25,017.00	\$ 100.00	\$ 26,900.00
7	Storm Drain Manhole	2	EA	\$ 4,350.00	\$ 8,700.00	5215	\$ 10,430.00	\$ 6,560.00	\$ 13,120.00	\$ 5,700.00	\$ 11,400.00
8	Sidewalk Underdrain	1	EA	\$ 639.00	\$ 639.00	3450	\$ 3,450.00	\$ 3,150.00	\$ 3,150.00	\$ 6,500.00	\$ 6,500.00

9	Sewer Manhole	1	EA	\$ 4,350.00	\$ 4,350.00	56225	\$ 56,225.00	\$ 17,700.00	\$ 17,700.00	\$ 7,000.00	\$ 7,000.00
10	Sewer PVC Pipe (4")	88	LF	\$ 56.00	\$ 4,928.00	172	\$ 15,136.00	\$ 290.00	\$ 25,520.00	\$ 46.00	\$ 4,048.00
11	Domestic Water Pipe (2")	90	LF	\$ 53.00	\$ 4,770.00	144	\$ 12,960.00	\$ 410.00	\$ 36,900.00	\$ 35.00	\$ 3,150.00
PAVING/CONCRETE											
12	Concrete paving 4", natural grey, broom finish	5,528	SF	\$ 5.62	\$ 31,067.36	13.75	\$ 76,010.00	\$ 17.00	\$ 93,976.00	\$ 22.00	\$ 121,616.00
13	Stabilized Decomposed Granite	9,760	SF	\$ 4.00	\$ 39,040.00	4.57	\$ 44,603.20	\$ 4.50	\$ 43,920.00	\$ 4.50	\$ 43,920.00
14	6" Concrete Mow Curb	915	LF	\$ 12.00	\$ 10,980.00	38	\$ 34,770.00	\$ 35.00	\$ 32,025.00	\$ 35.00	\$ 32,025.00
15	Play Area Curb for EWF	454	LF	\$ 48.00	\$ 21,792.00	111	\$ 50,394.00	\$ 60.00	\$ 27,240.00	\$ 38.00	\$ 17,252.00
16	Play Area Ramp	2	EA	\$ 500.00	\$ 1,000.00	4081	\$ 8,162.00	\$ 6,920.00	\$ 13,840.00	\$ 3,530.00	\$ 7,060.00
SITE AMENITIES											
17	Trash receptacles	5	EA	\$ 1,700.00	\$ 8,500.00	3237	\$ 16,185.00	\$ 1,870.00	\$ 9,350.00	\$ 2,200.00	\$ 11,000.00
18	Dog Waste Station	1	EA	\$ 1,200.00	\$ 1,200.00	1567	\$ 1,567.00	\$ 1,150.00	\$ 1,150.00	\$ 3,550.00	\$ 3,550.00
19	Picnic Table ADA 8' Long	6	EA	\$ 3,500.00	\$ 21,000.00	3031	\$ 18,186.00	\$ 1,590.00	\$ 9,540.00	\$ 4,770.00	\$ 28,620.00
20	Picnic Table Standard 6' Long	9	EA	\$ 3,100.00	\$ 27,900.00	2986	\$ 26,874.00	\$ 3,650.00	\$ 32,850.00	\$ 3,790.00	\$ 34,110.00
21	BBQ w/ Prep Table	5	EA	\$ 3,500.00	\$ 17,500.00	4032	\$ 20,160.00	\$ 4,310.00	\$ 21,550.00	\$ 4,200.00	\$ 21,000.00
22	Existing Memorial Removal and Relocation	1	LS	\$ 6,500.00	\$ 6,500.00	5255	\$ 5,255.00	\$ 4,100.00	\$ 4,100.00	\$ 11,000.00	\$ 11,000.00
23	Play Area #1 @ North End	1	LS	\$ 243,350.00	\$ 243,350.00	330135	\$ 330,135.00	\$ 379,000.00	\$ 379,000.00	\$ 317,600.00	\$ 317,600.00
24	Play Area Engineered Wood Fiber Surfacing	6,525	SF	\$ 5.00	\$ 32,625.00	3.15	\$ 20,553.75	\$ 3.25	\$ 21,206.25	\$ 3.60	\$ 23,490.00
25	Park Bench	3	EA	\$ 2,300.00	\$ 6,900.00	3805	\$ 11,415.00	\$ 510.00	\$ 1,530.00	\$ 3,020.00	\$ 9,060.00
26	Removable Bollards	3	EA	\$ 1,300.00	\$ 3,900.00	1612	\$ 4,836.00	\$ 2,330.00	\$ 6,990.00	\$ 1,820.00	\$ 5,460.00
27	Permaloc Cleanline Aluminum Edging	444	LF	\$ 12.00	\$ 5,328.00	23.3	\$ 10,345.20	\$ 13.00	\$ 5,772.00	\$ 20.00	\$ 8,880.00
SITE FENCING											
28	4' High Tube Steel Fencing	195	LF	\$ 220.00	\$ 42,900.00	189.35	\$ 36,923.25	\$ 280.00	\$ 54,600.00	\$ 295.00	\$ 57,525.00
TOTAL FOR ADDITIVE ALTERNATE A-PHASE 3					\$ 1,114,015.81	Subtotal	\$ 1,435,829.40	Subtotal	\$ 1,849,936.25	Subtotal	\$ 1,428,066.00
							Contractor Bid Amount	\$ 1,435,829.40	\$ 1,849,936.25	\$ 1,428,066.00	\$ 1,428,066.00
							Difference	\$ -	\$ -	\$ -	\$ -

ADDITIVE ALT B - PHASE 2 - Parking Lot Improvements

NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST	1. Unified		2. SCEI		3. Stockbridge	
						Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	Mobilization & Demobilization	1	LS	\$ 14,267.20	\$ 14,267.20	\$ 36,138.00	\$ 36,138.00	\$ 39,900.00	\$ 39,900.00	\$ 17,000.00	\$ 17,000.00
2	Demolition, Site Clear and Grub	1	LS	\$ 15,072.80	\$ 15,072.80	\$ 36,263.00	\$ 36,263.00	\$ 22,090.00	\$ 22,090.00	\$ 48,600.00	\$ 48,600.00
3	Earthwork & Site Grading	1	LS	\$ 10,206.25	\$ 10,206.25	\$ 54,175.00	\$ 54,175.00	\$ 51,020.00	\$ 51,020.00	\$ 32,000.00	\$ 32,000.00
4	Site Electrical	1	LS	\$ 205,000.00	\$ 205,000.00	\$ 113,650.00	\$ 113,650.00	\$ 149,300.00	\$ 149,300.00	\$ 227,100.00	\$ 227,100.00

5	Planting and Irrigation System	1	LS	\$ 23,420.00	\$ 23,420.00	\$ 40,572.00	\$ 40,572.00	\$ 39,580.00	\$ 39,580.00	\$ 38,000.00	\$ 38,000.00
SITE UTILITIES											
6	Storm Drain HDPE (4"-18")	78	LF	\$ 60.00	\$ 4,680.00	\$ 127.00	\$ 9,906.00	\$ 86.00	\$ 6,708.00	\$ 200.00	\$ 15,600.00
7	Curb Inlet	1	EA	\$ 7,035.00	\$ 7,035.00	\$ 25,585.00	\$ 25,585.00	\$ 18,630.00	\$ 18,630.00	\$ 3,100.00	\$ 3,100.00
PAVING / CONCRETE											
8	Concrete paving 4", natural grey, broom finish	2,852	SF	\$ 6.00	\$ 17,112.00	\$ 13.75	\$ 39,215.00	\$ 21.00	\$ 59,892.00	\$ 23.00	\$ 65,596.00
9	Concrete paving 7" at vehicular area, natural grey, broom finish	245	SF	\$ 7.00	\$ 1,715.00	\$ 57.00	\$ 13,965.00	\$ 35.00	\$ 8,575.00	\$ 55.00	\$ 13,475.00
10	Asphalt concrete paving, 3" over 6" AB	9,793	SF	\$ 3.50	\$ 34,275.50	\$ 14.00	\$ 137,102.00	\$ 18.00	\$ 176,274.00	\$ 8.00	\$ 78,344.00
11	Stabilized Decomposed Granite	1,378	SF	\$ 4.00	\$ 5,512.00	\$ 6.15	\$ 8,474.70	\$ 6.00	\$ 8,268.00	\$ 6.00	\$ 8,268.00
12	6" Concrete Curb @ Parking	444	LF	\$ 22.00	\$ 9,768.00	\$ 39.50	\$ 17,538.00	\$ 73.00	\$ 32,412.00	\$ 33.00	\$ 14,652.00
13	Parking Lot Signage, Striping, Wheel Stops and ADA Ramp	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,250.00	\$ 5,250.00	\$ 18,400.00	\$ 18,400.00	\$ 7,800.00	\$ 7,800.00
TOTAL FOR ADDITIVE ALTERNATE B-PHASE 2					\$ 358,063.75	Subtotal	\$ 537,833.70	Subtotal	\$ 631,049.00	Subtotal	\$ 569,535.00
							Contractor Bid Amount	\$ 537,833.70	\$ 631,049.00	\$ 569,537.00	
							Difference	\$ -	\$ -	\$ 2.00	

ADDITIVE ALTERNATES (Continued)						1. Unified		2. SCEI		3. Stockbridge	
NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	Field #2 (2007/2007/2007) - LED Lighting	1	LS	\$215,000.00	\$215,000.00	\$ 216,280.00	\$ 216,280.00	\$ 245,500.00	\$ 245,500.00	\$ 302,000.00	\$ 302,000.00
2	Field #3 (2007/2007/2007) - LED Lighting	1	LS	\$215,000.00	\$215,000.00	\$ 218,700.00	\$ 218,700.00	\$ 227,500.00	\$ 227,500.00	\$ 304,000.00	\$ 304,000.00
3	Safety Net 20' high @ Field #2 & Field #3	715	LF	\$590.00	\$421,850.00	\$ 168.00	\$ 120,120.00	\$ 550.00	\$ 393,250.00	\$ 577.00	\$ 412,555.00
4	10x30' Cantilever Shade Structure over Bleachers at Field #1	2	EA	\$28,000.00	\$56,000.00	\$ 22,845.00	\$ 45,690.00	\$ 51,890.00	\$ 103,780.00	\$ 42,900.00	\$ 85,800.00
5	10x22' Cantilever Shade Structure over Bleachers at Fields #2 & #3	4	EA	\$23,500.00	\$94,000.00	\$ 19,680.00	\$ 78,720.00	\$ 46,650.00	\$ 186,600.00	\$ 38,400.00	\$ 153,600.00
6	Play Area #3 @ South of Ballfield #2	1	LS	\$45,000.00	\$45,000.00	\$ 170,285.00	\$ 170,285.00	\$ 65,940.00	\$ 65,940.00	\$ 55,200.00	\$ 55,200.00
7	Fitness Equipment (7 pieces total)	1	LS	\$22,000.00	\$22,000.00	\$ 27,998.00	\$ 27,998.00	\$ 31,320.00	\$ 31,320.00	\$ 35,000.00	\$ 35,000.00
Subtotal					\$ 1,068,850.00	Subtotal	\$ 877,793.00	Subtotal	\$ 1,253,890.00	Subtotal	\$ 1,348,155.00

**SECTION ONE
D - CONTRACT**

THIS CONTRACT is made and entered into _____, 2024, by and between the **City of Lindsay**, hereinafter referred to as the "City" and **Unified Field Services Corporation**, hereinafter referred to as the "Contractor".

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

First. Contract Documents. The complete Contract includes all of the contract documents, to-wit: (a) Notice Inviting Sealed Bids; (b) Instructions to Bidders; (c) Bid Proposal; (d) Contract; (e) General Conditions; (f) Special Conditions; (g) Technical Provisions including the complete set of Plans for construction of City of Lindsay, **City of Lindsay Olive Bowl/Kaku Park Expansion-Revision No. 2;** (h) Performance Bond; (i) Payment Bond; (j) duly issued Addenda and all modifications incorporated in the foregoing documents before execution of the Contract Agreement.

The foregoing contract documents are hereby incorporated by reference and shall be deemed and considered as forming a part of this Contract Agreement as fully and to the same extent as if it were copied at length herein.

Second. The Work. The Contractor agrees to furnish all tools, labor, materials, equipment, transportation, services and supplies necessary to perform and complete in a good and workmanlike manner the construction of the work designated as City of Lindsay, **City of Lindsay Olive Bowl/Kaku Park Expansion-Revision No. 2** in strict conformity with and in exact accordance with, the Plans and Specifications and all other Contract Documents referred to above, which plans are on file at the offices of the Participants.

Third. Payment. The City agrees to pay and the Contractor agrees to **Seven Million Seven Hundred Forty Eight Thousand Seven Hundred Sixty Seven Dollars and Fifty Five Cents (\$7,748,767.55)** according to the Bid Proposal at the time and manner set forth in these Specifications.

The foregoing shall be accepted by the Contractor as full and final compensation for work done under this contract.

Fourth. Commencement and Completion of the Work. The Contractor agrees to begin and complete the work within the time specified in the Notice Inviting Bids. Time is of the essence in completing the project.

Fifth LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGE AND LOSS SUSTAINED BY THE CITY SHOULD THE CONTRACTOR FAIL TO COMPLETE THE WORK IN THE SPECIFIED TIME, THEREFORE, HE SHALL PAY TO THE CITY, AS LIQUIDATED DAMAGES, AND NOT IN THE NATURE OF A PENALTY, EIGHT HUNDRED DOLLARS (\$800.00) A DAY FOR EACH DAY DELAYED, WHICH SHALL BE DEDUCTED FROM ANY AMOUNT TO BE PAID UNDER THIS CONTRACT. THE AMOUNT OF LIQUIDATED DAMAGES HEREIN PROVIDED FOR REPRESENTS AN ENDEAVOR BY THE CITY AND THE CONTRACTOR TO MUTUALLY DETERMINE, FIX AND STATE AN AMOUNT THAT NEARS A REASONABLE RELATIONSHIP TO THE ACTUAL DAMAGE SUFFERED BY THE CITY SHOULD THE CONTRACTOR FAIL TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED; PROVIDED THAT EXTENSIONS OF TIME WITH WAIVER OF FORFEITURE DUE TO DELAY MAY BE GRANTED AS PROVIDED IN SECTION 2-06 OF THE GENERAL CONDITIONS.

Sixth. Performance and Payment Bond. The Contractor agrees to furnish bonds guaranteeing the performance of this Contract and guaranteeing payment for all labor and material used under this Contract as required by the laws of the State of California, in forms approved by the Participants. The Performance Bond shall be for an amount not less than one hundred percent (100%) of the amount of this Contract and shall be conditioned on full and complete performance of the Contract, guaranteeing the work against faulty workmanship and materials for a period of one year after completion and acceptance. The Payment Bond shall be in an amount not less than one hundred percent (100%) of the amount of this Contract and shall be conditioned upon full payment of all labor and material entering into or incident to the work covered by this Contract. The Contractor agrees to furnish the bonds on the forms bound within these Specifications.

Seventh. Insurance. The Contractor agrees to carry Public Liability Insurance, Property Damage Insurance, Fire and Extended Coverage, Builder's All Risk and Worker Compensation Insurance in amounts and any other requirements as stated as required by the General Conditions.

Eighth. General Prevailing Rate of Per Diem Wages. Any contract entered into pursuant to this notice will incorporate the provisions of the U.S. Department of Labor Code and the State of CA Department of Industrial Relations with the prevailing rates of wages and apprenticeship employment standards established by both agencies.

Ninth. Compliance with Other Provisions of Law Relative to Public Contract. The City is a public agency in the State of California and is subject to the provisions of the Government Code, The Public Contract Code and the Labor Code of that State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein and will be complied with by the Contractor. These include, but are not limited to, the stipulation that eight hours' labor constitutes a legal day's work and the Contractor will, as a penalty to the City, forfeit twenty-five (\$25.00) for each workman employed in the execution of the Contract by the Contractor or any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in violation of the provisions of Article Three, Chapter One, Part Seven, Division 2 of the California Labor Code, except as permitted by law.

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 Registrar, Contractors' State License Board, 1020 N Street, Sacramento, California 95814.

Tenth. Protecting of Public Utilities. The Contractor shall be compensated for the cost of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, in removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy and for equipment on the project necessarily idle during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, which such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the Plans and Specifications.

If the Contractor, while performing a contract, discovers utility facilities not identified by the City on the Plans or in the Specifications, he shall immediately notify the City and the utility in writing. The City, where it is the owner, shall have the sole discretion to perform the repairs or relocation work or permit the

Contractor to do such repairs or relocation work at a reasonable price. If the Contractor discovers hazardous waste or unusual physical conditions, he shall comply with the notice provisions of Public Contract Code Section 7104.

Eleventh. Submission of Bids: Agreement to Assign. In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials, or services by the bidder.

Twelfth. Termination or Modification of Contract. Environmental Reasons. City may terminate, amend or modify the contract for environmental considerations. In the event of such termination, modification or amendment, the notification to the Contractor thereof will include a statement of the compensation payable, if any, by reason of such termination, modification or amendment. Any claims filed by the Contractor shall be in sufficient detail to enable the City to ascertain the basis and amount of said claims. The City will consider and determine the Contractor's claim and it will be the responsibility of the Contractor to furnish, within a reasonable time, such further information and details as may be required by the City to determine the facts or contentions involved in his claims. Failure to submit such information and details will be sufficient cause for denying the claims.

Upon final determination of any claim, the City shall then make and issue his final estimate in writing and within forty (40) days thereafter the City will pay the entire sum found due thereon, if any.

Thirteenth. Integration Clause. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract, exist between the parties. This Contract can be modified only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Contractor on the date set before the name of each.

CITY OF LINDSAY

By: _____
Mayor

(City Seal)

Attest:

City Clerk
City of Lindsay

Contractor

(Corporate Seal)

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

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

B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

Contractor/Subcontractor

By: _____

Typed Name and Title

CERTIFICATION OF NONSEGREGATED FACILITIES

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of his certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature

By: _____

Title

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, **Unified Field Services Corporation**, hereinafter referred to as "Contractor", as Principal, and _____ as Surety, are held firmly bound unto the City of Lindsay in the sum of **Million Seven Hundred Forty Eight Thousand Seven Hundred Sixty Seven Dollars and Fifty Five Cents (\$7,748,767.55)**, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **City of Lindsay Olive Bowl/Kaku Park Expansion-Revision No. 2** for said City, and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20____.

(Corporate Seal)

Contractor/Principal

By: _____

Title

(Corporate Seal)

Surety

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay

BOND FOR MATERIALS AND LABOR

KNOW ALL MEN BY THESE PRESENTS:

That we, **Unified Field Services Corporation**, hereinafter referred to as "Contractor", as Principal, and _____ as Surety, are held firmly bound unto the City of Lindsay in the sum of **Million Seven Hundred Forty Eight Thousand Seven Hundred Sixty Seven Dollars and Fifty Five Cents (\$7,748,767.55)**, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **City of Lindsay Olive Bowl/Kaku Park Expansion-Revision No. 2** for said City, and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Principal as Contractor in said contract, or its, his or their subcontractors fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims as under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20_____.

(Corporate Seal)

Contractor/Principal

By: _____

Title

(Corporate Seal)

Surety

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, _____ the duly authorized and acting
(Please Type)

legal representative of **City of Lindsay**, do hereby certify as follows:

I have examined the attached CONTRACT(s), Performance and Payment BONDS and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the CONTRACTOR’s insurance coverage complies with the requirements of the CONTRACT.

(Attorney’s Signature)

DATE: _____



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 11.2
Action Items

DEPARTMENT: City Services
FROM: Neyba Amezcua, Principal Project Manager-QK, Inc.
AGENDA TITLE: Purchase of a Prefabricated Restroom/Concession/Storage Building for the Olive Bowl/Kaku Park Renovation Project

ACTION & RECOMMENDATION

Approve the purchase of a 24 X 40 prefabricated restroom/concession/storage building from Structure Cast of Bakersfield, CA for \$551,814 for the Olive Bowl/Kaku Park Renovation Project; and authorize the Mayor or Mayor Pro Tem to execute all related purchase documents.

BACKGROUND | ANALYSIS

As council is aware, Staff has been working diligently to advertise and solicit bids for the Olive Bowl/Kaku Park Expansion Project. The project has been advertised three times. During the bidding process for the project, concerns were raised by contractors regarding the long lead time associated with the prefabricated Restroom/Concession/Storage building specified by the Landscape Architect. The contractors requested an extension of the contract time to accommodate this lead time. However, due to the funding deadline of June 30, 2025, mandated by Clean California, this request was denied.

	To mitigate the risk of project delays and ensure timely delivery, staff determined that the most prudent course of action was to procure the building and initiate production immediately. Consequently, bids were solicited not only from the company specified in the plans but also from additional vendors. The Landscape Architect recommended two floor plans, and the bids received are summarized below:	Building Size			LEAD Time
		28 ft x 40 ft	24 ft x 30 ft	24 ft x 40 ft	
	Company Name				
1	Structure Cast	\$639,690	\$537,521	\$551,814	50 Calendar Days
2	Public Restroom Company	\$716,537	\$589,784		240 Calendar Days
3	Corworth	No bids received			

Staff recommends selecting the 24 ft x 40 ft building over the 28 ft x 40 ft building originally specified in the plans. The 28 ft x 40 ft building, due to its width, is classified as a specialty item for transportation, requiring special handling that complicates and increases the cost of delivery.

In contrast, the 24 ft x 40 ft building fits within the standard 12-foot-wide travel lane requirements, allowing for easier and more cost-effective transportation. This logistical advantage contributes to the price difference between the two options. Furthermore, Structure Cast has a much faster delivery timeframe than Public Restrooms Company and they are located in Bakersfield, CA.

Staff further recommends that the City Council approve the award of the contract to Structure Cast for the purchase of the 24 ft x 40 ft building for a total of \$551,814 and authorize the City Manager to proceed with contract execution. This approach will help ensure the Olive Bowl Renovation Project remains on schedule and meets the funding deadline set by Clean California.

FISCAL IMPACT

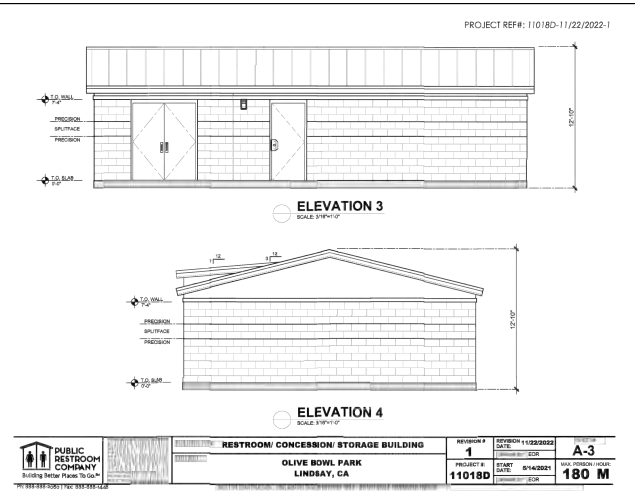
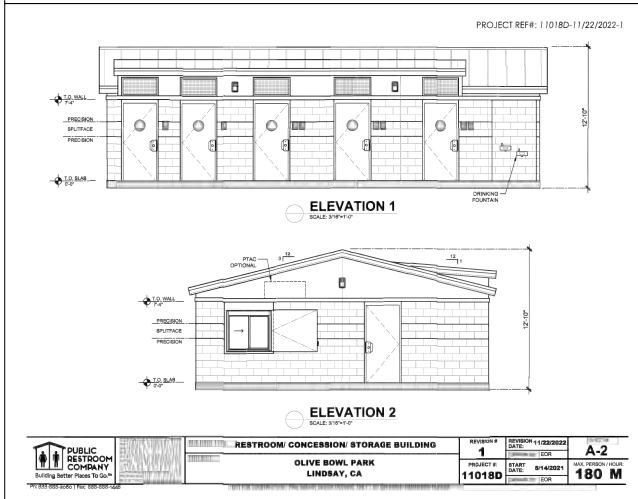
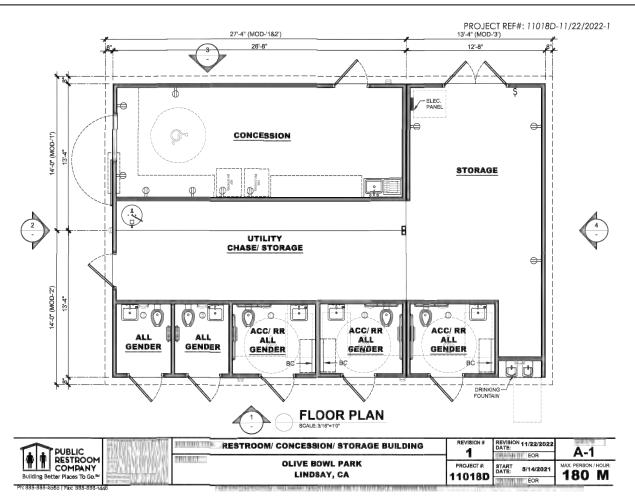
This purchase will be made using the Clean California Grant

<u>Budget/Funding</u>	<u>Fund No.</u>	<u>Fund Description</u>
\$3,670,437	600	State Parks-Prop 68 Grant
\$4,650,920	600	Clean California Grant
<u>\$1,761,815</u>	600	American Rescue Plan Act

ATTACHMENTS

1. 28 ft x 40 ft building floor plan
2. 24 ft x 30 ft building floor plan
3. 28 ft x 40 ft Structure Cast Quote
4. 24 ft x 30 ft Structure Cast Quote
5. 24 ft x 40 ft Structure Cast Quote
6. 28 ft x 40 ft Public Restroom Company Quote
7. 24 ft x 30 ft Public Restroom Company Quote
8. Corworth Restroom Facilities LTD Email-No Bid

Reviewed/Approved: _____



- NOTES:
- CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH THE PREFAB BUILDING MANUF., PUBLIC RESTROOM COMPANY. PUBLIC RESTROOM COMPANY WILL PROVIDE DEFERRED CONSTRUCTION SUBMITTALS, SIGNED BY THE PUBLIC RESTROOM COMPANIES STRUCTURAL ENGINEER. THOSE SHALL INCLUDE THE FOLLOWING:
 - FOUNDATION DESIGN
 - STRUCTURAL CALCULATIONS FOR VERTICAL AND LATERAL PER ASCE7-16
 - DETAILED CONNECTION FROM FOUNDATION TO PRE-FAB STRUCTURE.
 - SHOW HOW DESIGN COMPLIES WITH T-24 DISABLED ACCESS REQUIREMENTS.
 - CONTRACTOR SHALL SUBMIT ALL NECESSARY PLANS (MINIMUM SHEET SIZE 18"X24") AND STRUCTURAL CALCS (CAN BE 8.5"X11" PACKET) FOR PERMITTING AND APPROVAL.
 - APPLY NON-SACRIFICIAL MATTE FINISH ANTI GRAFFITI COATING TO ALL BUILDING SURFACES, EXTERIOR AND INTERIOR, INCLUDING BUT NOT LIMITED TO DOORS, WALLS AND CEILING.

A RESTROOM / CONCESSION BUILDING/STORAGE NO SCALE

MIG
CONSULTING

CONSULTANT:

PROJECT TEAM:
 LANDSCAPE ARCHITECT
MOORE JACOFANO GOLTSMAN, INC.
 ELECTRICAL ENGINEER
LRA ENGINEERS
 CIVIL ENGINEER
BKF
 STRUCTURAL ENGINEER
BE

OLIVE BOWL KAKU PARK

LINDSEY, CA
93247

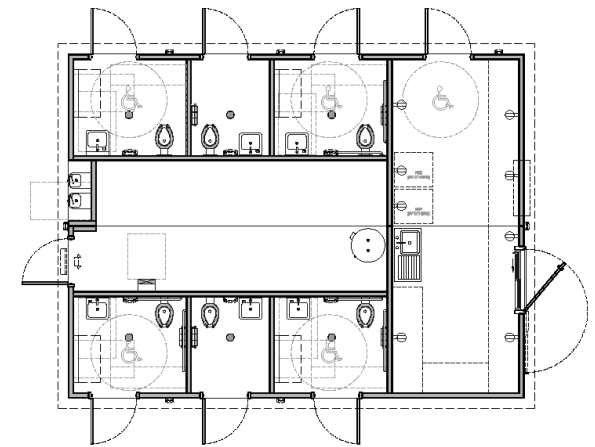
SHEET TITLE
CONSTRUCTION DETAILS

DATE	REVISION
10-18-21	50% CD Submittal
12-8-21	90% CD Submittal
12-14-22	90% CD Submittal
2-13-23	100% CD Submittal
10-3-23	ADDENDUM #1
10-27-23	ADDENDUM #3
6-10-24	3 PHASE RE-PACKAGE

STAMP

CHECKED BY	DATE
O.J.	6-10-24
DRAWN BY	JOB NO.
H.D.	65567.02

SHEET
LD-10
SHEET 59 OF 79 SHEETS



FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM/ CONCESSION/
STORAGE BUILDING

LINDSAY, CALIFORNIA
OLIVE BOWL PARK

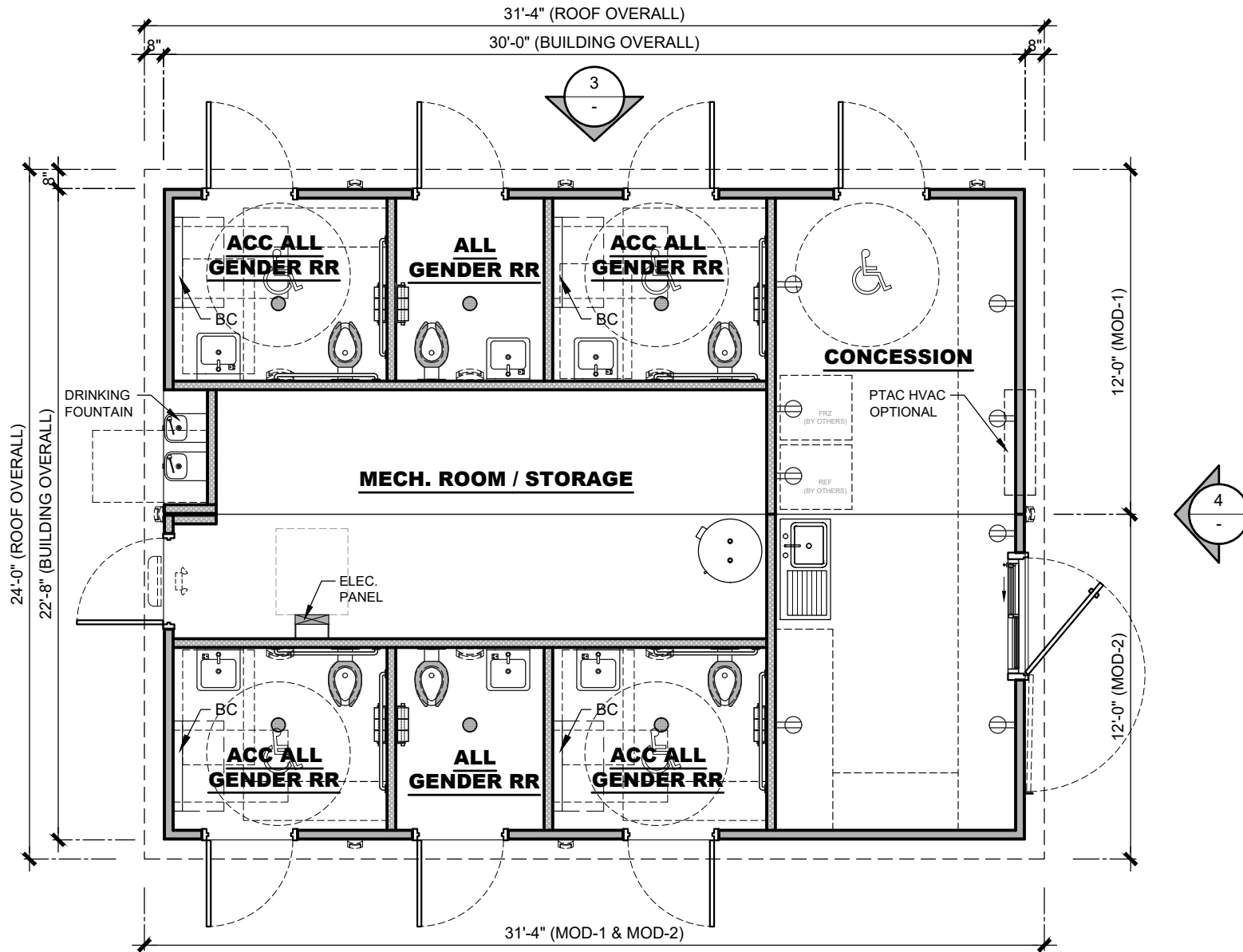


ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

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www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



FLOOR PLAN
SCALE: 3/16"=1'0"



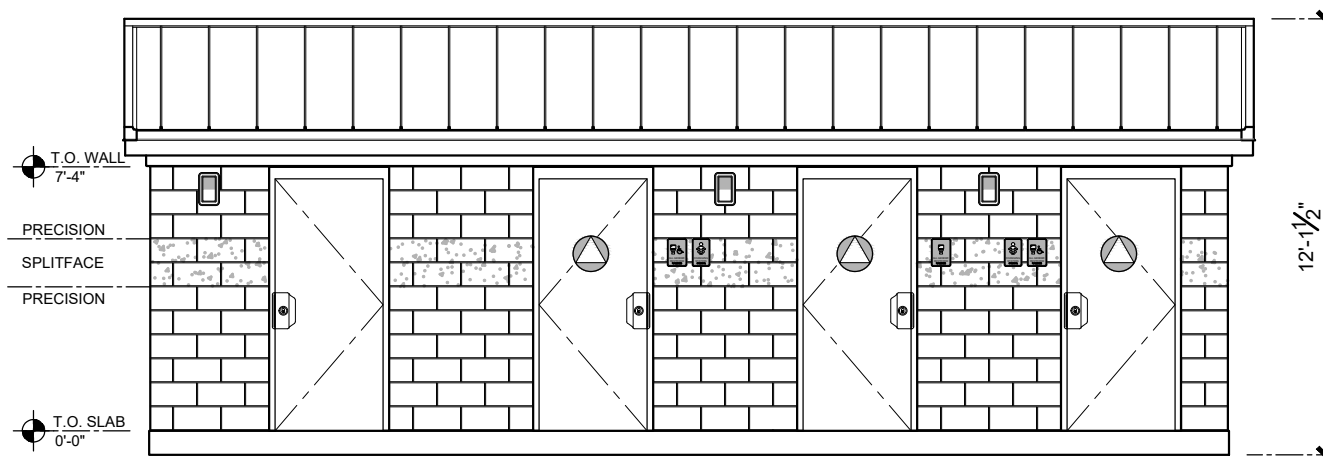
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BUILDING TYPE: **RESTROOM/ CONCESSION/ STORAGE BUILDING**
PROJECT: **OLIVE BOWL PARK LINDSAY, CA**

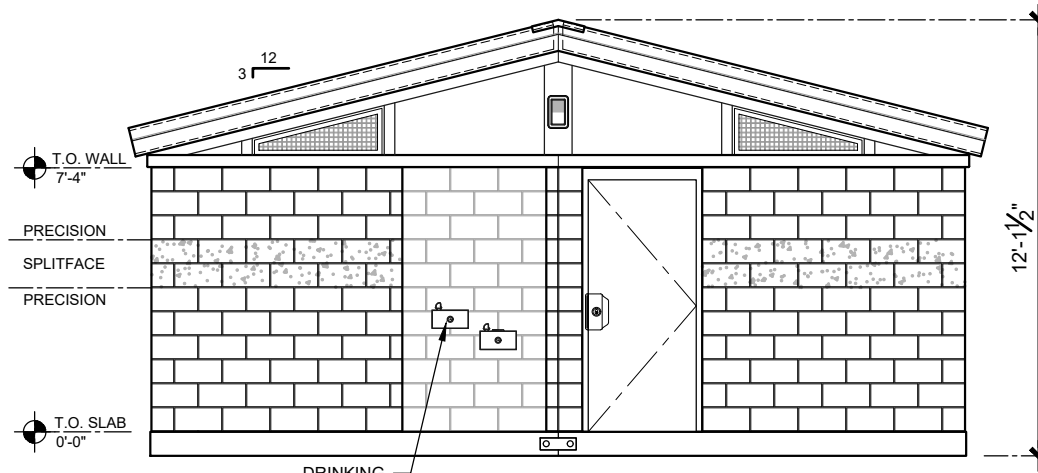
REVISION # **2**
PROJECT #: **11018D**

REVISION **12/08/2023**
DATE:
DRAWN BY: NS
START DATE: **5/14/2021**
DRAWN BY: EOR

SHEET# **A-1**
MAX. PERSON / HOUR: **180 M**

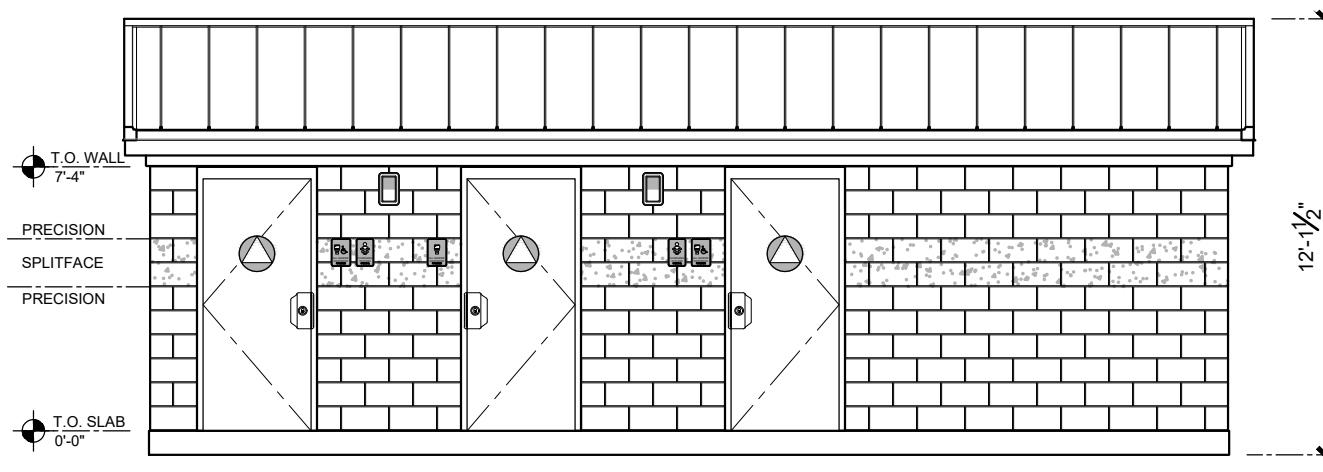


ELEVATION 1
SCALE: 3/16"=1'-0"

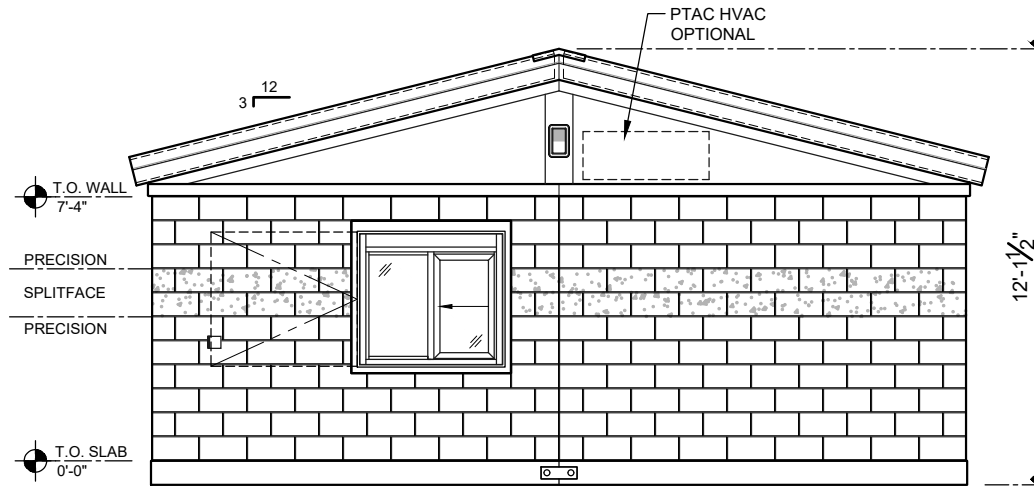


ELEVATION 2
SCALE: 3/16"=1'-0"


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		PROJECT: OLIVE BOWL PARK LINDSAY, CA	PROJECT #: 11018D	DRAWN BY: NS	START DATE: 5/14/2021
<small>Ph: 888-888-2060 Fax: 888-888-1448</small>		<small>~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE</small>			



ELEVATION 3
SCALE: 3/16"=1'-0"



ELEVATION 4
SCALE: 3/16"=1'-0"

 <p>PUBLIC RESTROOM COMPANY Building Better Places To Go.™</p>	<p><small>COPYRIGHT 2022, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small></p>	BUILDING TYPE: RESTROOM/ CONCESSION/ STORAGE BUILDING	REVISION # 2	REVISION 12/08/2023 DATE:	SHEET# A-3
		PROJECT: OLIVE BOWL PARK LINDSAY, CA	PROJECT #: 11018D	DRAWN BY: NS	START DATE: 5/14/2021
				DRAWN BY: EOR	

August 7, 2024
Proposal #24-107281



STRUCTURE CAST

...High Performance Precast

CREATING PRECAST SOLUTIONS SINCE 1974
WOMEN OWNED SMALL BUSINESS – WOSB 160389
WOMEN BUSINESS ENTERPRISE – WBE 1600356

CALIFORNIA LICENSE # 774870
DIR #1000000308
CA CERTIFIED SBE #42811

To: Neyba Amezcua, Principal Project Manager – QK

Subject: Olive Bowl/Kaku Park Expansion – Lindsay, CA

Qty.	Description	Price
1	Restroom & Concession Building 26'8" X 39'4"	\$631,690
	Delivery	\$ 8,000
		\$639,690

Drawings and submittals in 20 business days, Building procured and manufactured in 30 business days

Delivery and erection included, add appropriate sales tax, if required

Inclusions and Clarifications: Please review carefully

- Submittals, shop drawings, and engineering included based on the design loads and the geotechnical report provided. Design and engineering by a licensed California P.E.
- Delivery to jobsite, unloading, and setting with a crane included.
- Building pad design included, pad graded and compacted by others.
- Building complete with precast concrete walls, floor, and roof. Floor and roof are post-tensioned with patented Easi-Set System.
- 5000 psi concrete with Xypex waterproofing admixture and ASTM A615 grade 60 reinforcement steel.
- Joint caulking inside and out with Sikaflex-1A. All panel connections welded using stainless-steel.
- Exterior walls include form liner finish to be selected by customer. Colors to be determined.
- Roof is precast concrete and includes form liner finish to be selected by customer. Colors to be determined.
- Floors are coved and painted with two-part epoxy. Interior walls are stained with a color to be determined.
- All restroom mirrors, toilet roll holders, ADA grab bars, soap dispensers, hand dryers, and changing tables are stainless steel.
- Toilets, urinals, and sinks are stainless steel.
- Each room has exhaust fan. Water heater in utility chase.
- Doors galvanized steel doors with stainless pull handles and deadbolts. Doors have closers, drip caps, and kick plates.
- LED dusk to dawn lighting exterior lighting and motion activated LED lighting in each room.
- Concession includes window with shutter door, stainless-steel counters, floor, hand, and mop sinks, and PTAC unit included.
- Access required for tractor and a 40' lowboy trailer and 120-ton crane.
- Monthly progress payments shall be made for completed products stored at StructureCast.
- Setting is done with 120-ton hydraulic crane. Crane and delivery scheduling require a 5-day lead time.



PRECAST BUILDINGS

Easi-Set • Easi-Span



8261 McCutchen Road – Bakersfield – California 93311
P 661-833-4490 – F 661-280-5626 – www.structurecast.com

Page 1 of 3

August 7, 2024
Proposal #24-107281



STRUCTURE CAST

...High Performance Precast

CREATING PRECAST SOLUTIONS SINCE 1974
WOMEN OWNED SMALL BUSINESS – WOSB 160389
WOMEN BUSINESS ENTERPRISE – WBE 1600356

CALIFORNIA LICENSE # 774870
DIR #1000000308
CA CERTIFIED SBE #42811

Subject: Olive Bowl/Kaku Park Expansion – Lindsay, CA

Exclusions:

- Barricades, flaggers, traffic control, if required, site preparation and compaction, site grading or setting lines and grades, site plans drawings, permits.
- Site foundation and grading. Site repair, prep and re-grading from delivery is by others.
- All underground conduits, plumbing electrical or water and connections to the building.
- StructureCast is a PCI and NPCA Certified Plant, outside testing by others if required.
- If Performance and Payment Bond is required, cost to be paid by the Customer. Bond rate is 1%.

Delivery Schedule:

- Drawings and submittals will be delivered for approval by Owner within 20 business days of receipt and acceptance of purchase order.
- Any resubmittal will be returned to Owner with corrections within 10 business days.
- Buildings will be procured and manufactured for delivery to project site 30 business days from complete approval of submittals and a notice to proceed.
- Buildings will be installed in two days at site when ready. 5 days are required to coordinate crane and delivery permits. Installation is continuous.
- All warranty and As-build documentation will be delivered to Owner within two weeks of completion of the building.

Terms: Net 30 for product produced and stored in the StructureCast yard. A 2% prompt payment discount is allowed for invoices paid within 10 days. Payments on billing are to be current before delivery commences. No Retention. If it becomes necessary to enforce the provisions of this agreement or to obtain redress for the breach or violation of any of its provisions, StructureCast shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees and interest. If liquidated damage clauses are to be a part of StructureCast's contract, add 5 times their daily amount to the total of this proposal.

Scheduling of delivery: StructureCast will send a shipping confirmation for acceptance by the owner to be signed and returned three days prior to delivery. The shipping confirmation indicates that the site is prepared and compacted for acceptance of the building and that the crane and truck and trailer have proper and safe access to the site for unloading and setting the building.

Delivery Standby Time: One installation set up is included in this proposal. Should StructureCast be delayed because of corrections needed due to misplaced utilities, improper site preparation, site obstructions, or extra work not in our scope, the crew will be charged at \$400. per hour. The crane will be charged at \$500 per hour and trucking standby is charged at \$175. per hour.

Proposal: Proposal is valid for 90 days from the first date mentioned. By accepting this proposal and, or awarding a contract to StructureCast, you agree that this proposal document will be a part of your formal contract whether such contract so provides or contains an integration clause.

Service Charge: Service Charge of 1.5% monthly will be assessed on all past due accounts.

Proposal submitted by: Bryce Sterling	661-833-4490	bryce@structurecast.com
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This proposal document must accompany all orders with the proper acknowledgement and acceptance of the above terms and conditions and are verified by the signature below. All precast products will be produced as per the approved StructureCast shop drawings. It is the sole responsibility of the contractor to confirm that the StructureCast shop drawings meet or exceed all plan and specification requirements. Should any terms of this proposal be changed in the customers proposed purchase order StructureCast reserves the right to rescind the proposal.

_____	_____	<u>Bryce Sterling</u>
Signature	Date	Bryce Sterling



August 7, 2024
Proposal #24-107281



STRUCTURE CAST

...High Performance Precast

CREATING PRECAST SOLUTIONS SINCE 1974
WOMEN OWNED SMALL BUSINESS – WOSB 160389
WOMEN BUSINESS ENTERPRISE – WBE 1600356

CALIFORNIA LICENSE # 774870
DIR #1000000308
CA CERTIFIED SBE #42811

To: Neyba Amezcua, Principal Project Manager – QK

Subject: Olive Bowl/Kaku Park Expansion – Lindsay, CA

Qty.	Description	Price
1	Restroom & Concession Building 24' X 30'	\$531,521
	Delivery	\$ 6,000
		\$537,521

Drawings and submittals in 20 business days, Building procured and manufactured in 30 business days

Delivery and erection included, add appropriate sales tax, if required

Inclusions and Clarifications: Please review carefully

- Submittals, shop drawings, and engineering included based on the design loads and the geotechnical report provided. Design and engineering by a licensed California P.E.
- Delivery to jobsite, unloading, and setting with a crane included.
- Building pad design included, pad graded and compacted by others.
- Building complete with precast concrete walls, floor, and roof. Floor and roof are post-tensioned with patented Easi-Set System.
- 5000 psi concrete with Xypex waterproofing admixture and ASTM A615 grade 60 reinforcement steel.
- Joint caulking inside and out with Sikaflex-1A. All panel connections welded using stainless-steel.
- Exterior walls include form liner finish to be selected by customer. Colors to be determined.
- Roof is precast concrete and includes form liner finish to be selected by customer. Colors to be determined.
- Floors are coved and painted with two-part epoxy. Interior walls are stained with a color to be determined.
- All restroom mirrors, toilet roll holders, ADA grab bars, soap dispensers, hand dryers, and changing tables are stainless steel.
- Toilets, urinals, and sinks are stainless steel.
- Each room has exhaust fan. Water heater in utility chase.
- Doors galvanized steel doors with stainless pull handles and deadbolts. Doors have closers, drip caps, and kick plates.
- LED dusk to dawn lighting exterior lighting and motion activated LED lighting in each room.
- Concession includes window with shutter door, stainless-steel counters, floor, hand, and mop sinks, and PTAC unit included.
- Access required for tractor and a 40' lowboy trailer and 120-ton crane.
- Monthly progress payments shall be made for completed products stored at StructureCast.
- Setting is done with 120-ton hydraulic crane. Crane and delivery scheduling require a 5-day lead time.



PRECAST BUILDINGS

Easi-Set • Easi-Span



8261 McCutchen Road – Bakersfield – California 93311
P 661-833-4490 – F 661-280-5626 – www.structurecast.com

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WOMEN BUSINESS ENTERPRISE – WBE 1600356

CALIFORNIA LICENSE # 774870
DIR #1000000308
CA CERTIFIED SBE #42811

Subject: Olive Bowl/Kaku Park Expansion – Lindsay, CA

Exclusions:

- Barricades, flaggers, traffic control, if required, site preparation and compaction, site grading or setting lines and grades, site plans drawings, permits.
- Site foundation and grading. Site repair, prep and re-grading from delivery is by others.
- All underground conduits, plumbing electrical or water and connections to the building.
- StructureCast is a PCI and NPCA Certified Plant, outside testing by others if required.
- If Performance and Payment Bond is required, cost to be paid by the Customer. Bond rate is 1%.

Delivery Schedule:

- Drawings and submittals will be delivered for approval by Owner within 20 business days of receipt and acceptance of purchase order.
- Any resubmittal will be returned to Owner with corrections within 10 business days.
- Buildings will be procured and manufactured for delivery to project site 30 business days from complete approval of submittals and a notice to proceed.
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Service Charge: Service Charge of 1.5% monthly will be assessed on all past due accounts.

Proposal submitted by: Bryce Sterling	661-833-4490	bryce@structurecast.com
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_____	_____	<u>Bryce Sterling</u>
Signature	Date	Bryce Sterling



August 7, 2024
Proposal #24-107281



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WOMEN OWNED SMALL BUSINESS – WOSB 160389
WOMEN BUSINESS ENTERPRISE – WBE 1600356

CALIFORNIA LICENSE # 774870
DIR #1000000308
CA CERTIFIED SBE #42811

To: Neyba Amezcua, Principal Project Manager – QK

Subject: Olive Bowl/Kaku Park Expansion – Lindsay, CA

Qty.	Description	Price
1	Restroom & Concession Building 24' X 40' Delivery	\$543,549 <u>\$ 8,265</u> \$551,814

Drawings and submittals in 20 business days, Building procured and manufactured in 30 business days

Delivery and erection included, add appropriate sales tax, if required

Inclusions and Clarifications: Please review carefully

- Submittals, shop drawings, and engineering included based on the design loads and the geotechnical report provided. Design and engineering by a licensed California P.E.
- Delivery to jobsite, unloading, and setting with a crane included.
- Building pad design included, pad graded and compacted by others.
- Building complete with precast concrete walls, floor, and roof. Floor and roof are post-tensioned with patented Easi-Set System.
- 5000 psi concrete with Xypex waterproofing admixture and ASTM A615 grade 60 reinforcement steel.
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Service Charge: Service Charge of 1.5% monthly will be assessed on all past due accounts.

Proposal submitted by: Bryce Sterling	661-833-4490	bryce@structurecast.com
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_____	_____	<u>Bryce Sterling</u>
Signature	Date	Bryce Sterling



Price Proposal: Olive Bowl/Kaku Park Expansion –Rev No. 2
Owner: City of Lindsay, CA
Date: July 31, 2024
Reference: 11018D-11/22/2022-1

Our Offer to Sell:

1. Prefabricated Restroom/Concession Building delivered to site @ \$ 716,537

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 46,143 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 762,680

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection “inside” the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6’ from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6’ from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6’ from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

- 1. The building's basis of design does not include any of the concession equipment or shelving. If any of these accessories are needed, the building will be subject to redesign and repricing.**
- 2. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4” of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard**

- and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.
3. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
 4. Sidewalks outside the building footprint.
 5. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
 6. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
 7. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
 8. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
 9. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
 10. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
 11. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
 12. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
 13. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
 14. Backflow certification if applicable by Owner/ General Contractor.
 15. Any Fire Suppression Systems by others, not by PRC.

- 16. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.**
- 17. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.**

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance

warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

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Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

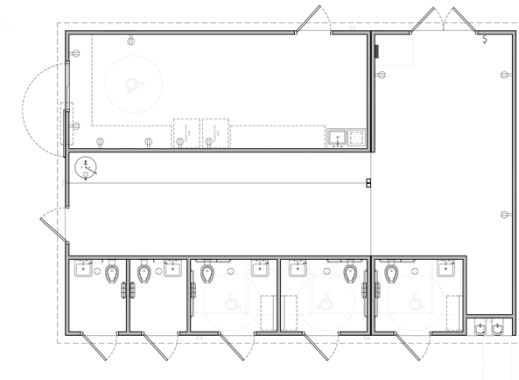
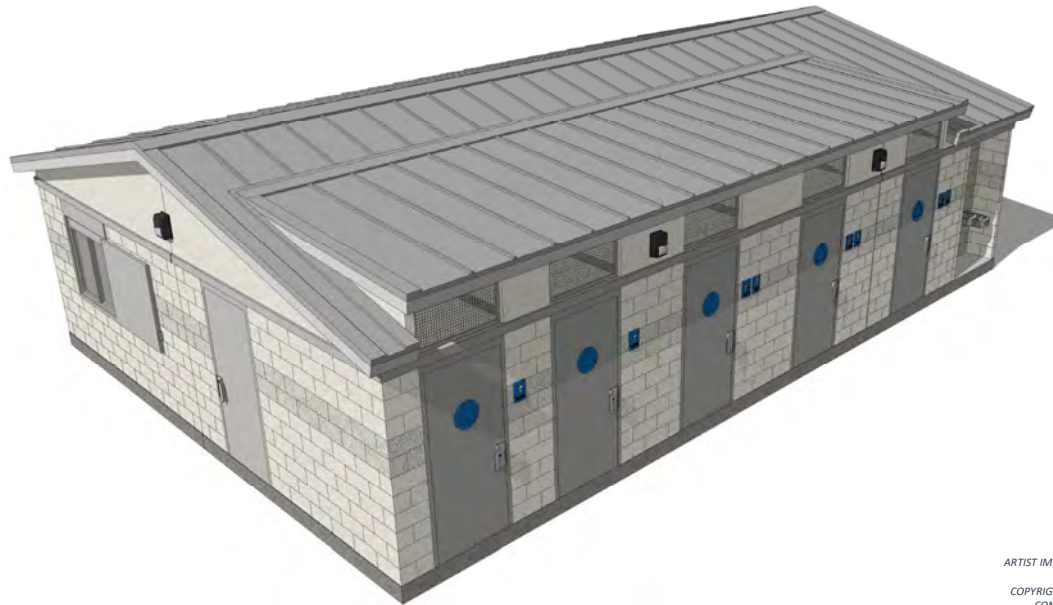
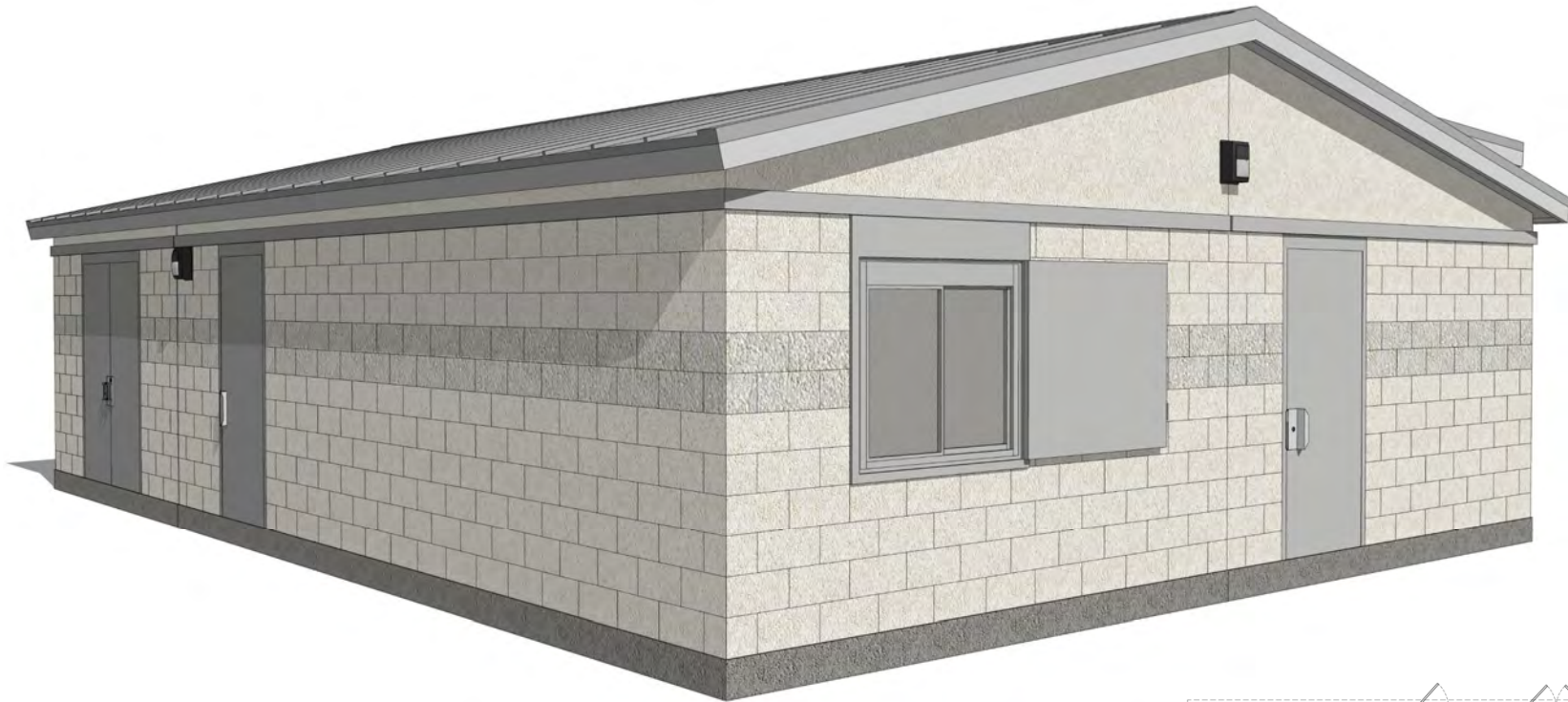
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM/ CONCESSION/
STORAGE BUILDING

LINDSAY, CALIFORNIA OLIVE BOWL PARK

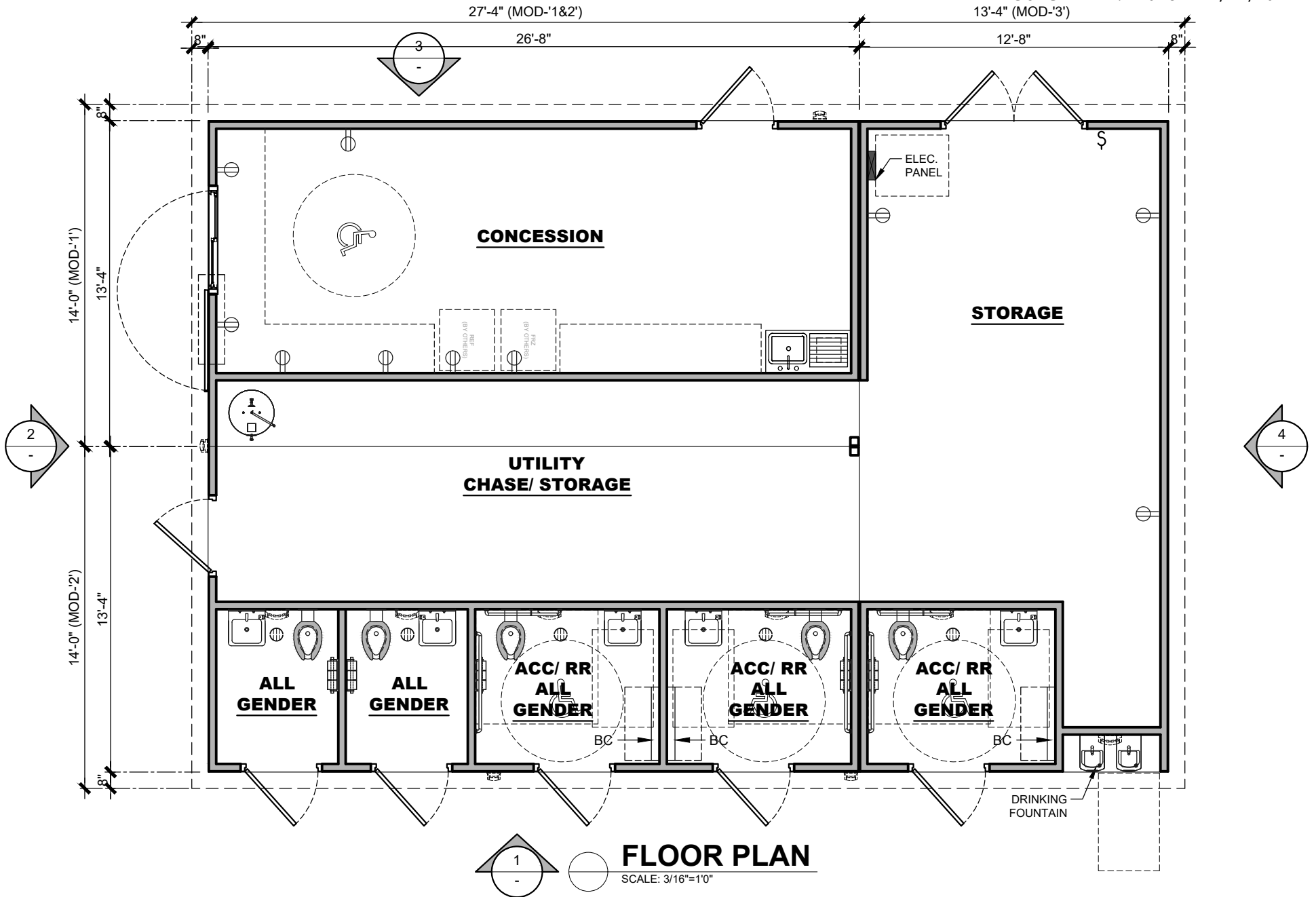


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www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



FLOOR PLAN

SCALE: 3/16"=1'0"

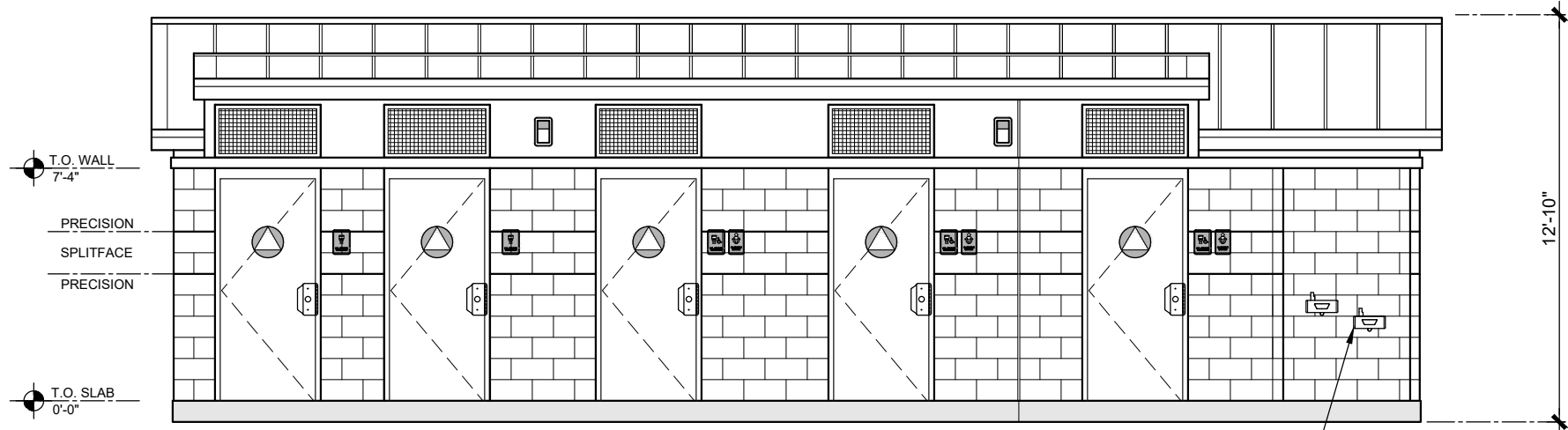


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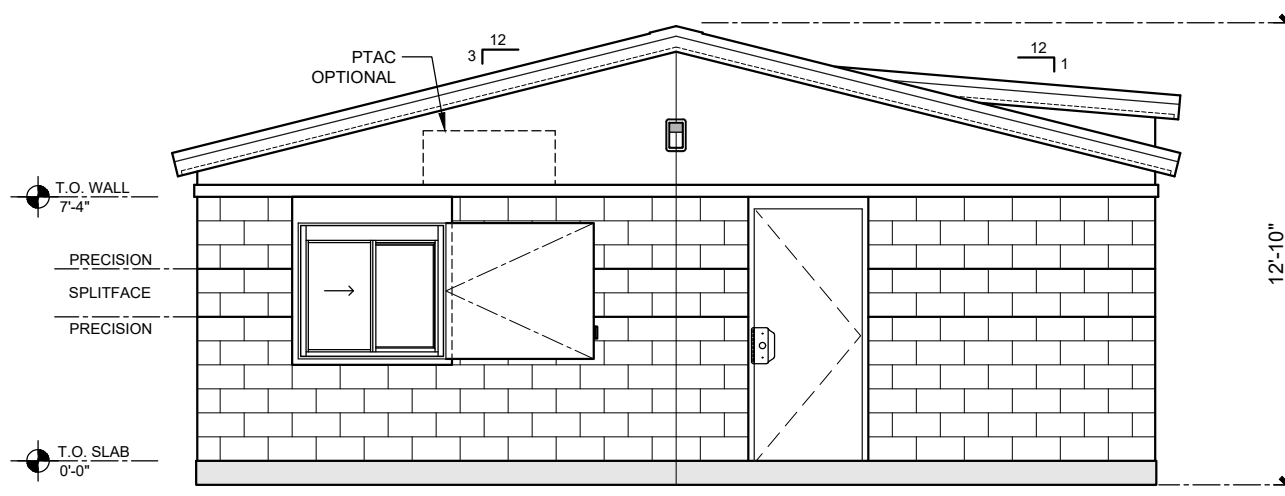
BUILDING TYPE: RESTROOM/ CONCESSION/ STORAGE BUILDING
PROJECT: OLIVE BOWL PARK LINDSAY, CA

REVISION # 1	REVISION 11/22/2022 DATE: DRAWN BY: EOR
PROJECT #: 11018D	START DATE: 5/14/2021 DRAWN BY: EOR

SHEET#
A-1
MAX. PERSON / HOUR:
180 M

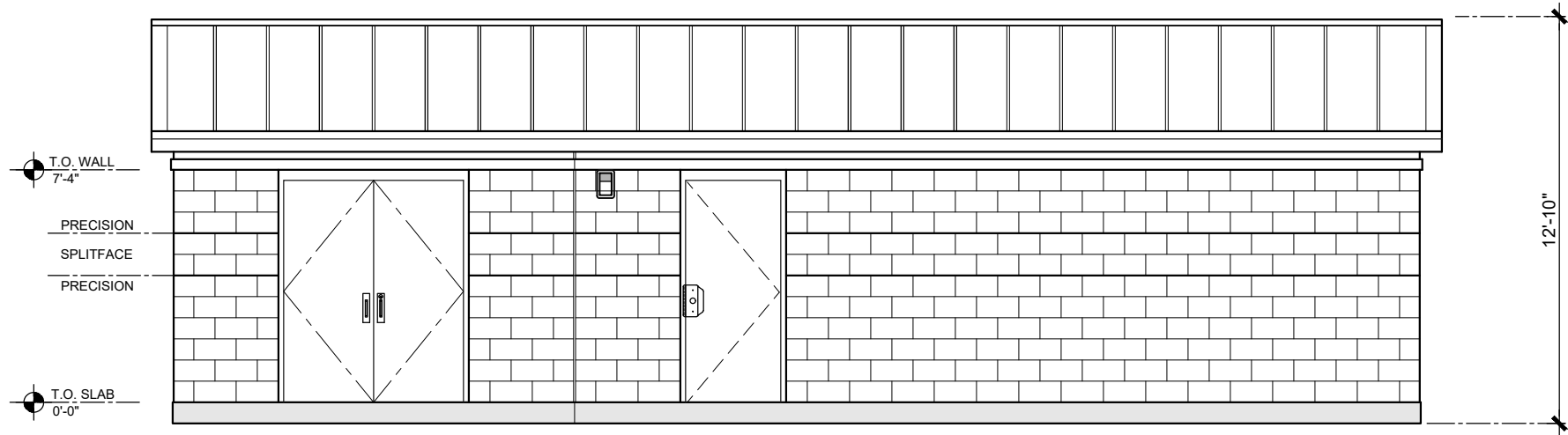


ELEVATION 1
SCALE: 3/16"=1'-0"

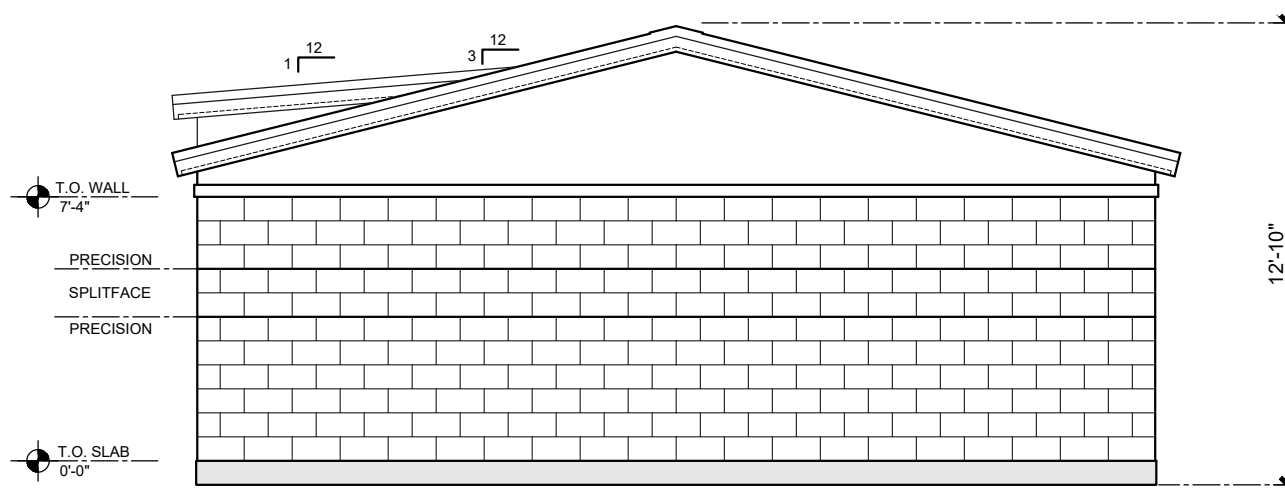


ELEVATION 2
SCALE: 3/16"=1'-0"


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		PROJECT: OLIVE BOWL PARK LINDSAY, CA	PROJECT #: 11018D	START DATE: 5/14/2021 DRAWN BY: EOR	MAX. PERSON / HOUR: 180 M



ELEVATION 3
SCALE: 3/16"=1'-0"



ELEVATION 4
SCALE: 3/16"=1'-0"

 <p>PUBLIC RESTROOM COMPANY Building Better Places To Go.™</p>	<p><small>COPYRIGHT 2022, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small></p>	BUILDING TYPE: RESTROOM/ CONCESSION/ STORAGE BUILDING	REVISION # 1	REVISION 11/22/2022 DATE: DRAWN BY: EOR	SHEET# A-3
		PROJECT: OLIVE BOWL PARK LINDSAY, CA	PROJECT #: 11018D	START DATE: 5/14/2021 DRAWN BY: EOR	MAX. PERSON / HOUR: 180 M

Price Proposal: Olive Bowl/Kaku Park Expansion –Rev No. 2
Owner: City of Lindsay, CA
Date: July 31, 2024
Reference: 11018D-07/31/2024-3

Our Offer to Sell:

1. Prefabricated Restroom/Concession Building delivered to site @ \$ 589,784

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 35,933 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 625,717

Olive Bowl/Kaku Park Expansion, Lindsay, CA | 07/31/2024 | Reference # 11018D-07/31/2024-3
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection “inside” the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6’ from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6’ from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6’ from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

- 1. The building's basis of design does not include any of the concession equipment or shelving. If any of these accessories are needed, the building will be subject to redesign and repricing.**
- 2. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4” of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard**

- and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.
3. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
 4. Sidewalks outside the building footprint.
 5. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
 6. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
 7. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
 8. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
 9. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
 10. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
 11. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
 12. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
 13. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
 14. Backflow certification if applicable by Owner/ General Contractor.
 15. Any Fire Suppression Systems by others, not by PRC.

- 16. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.**
- 17. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.**

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance

warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

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Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

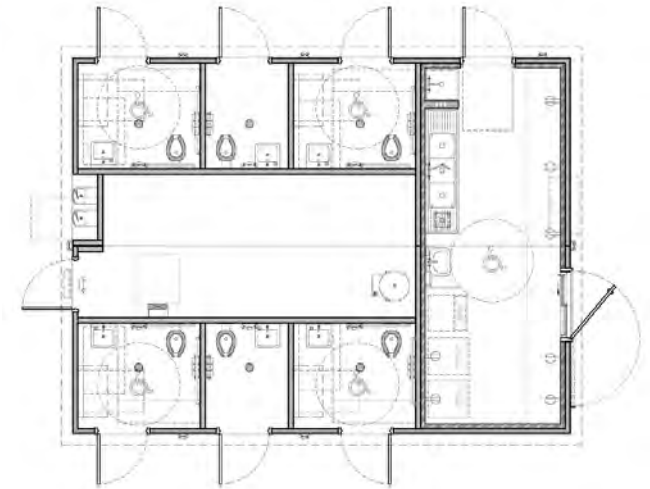
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN
SCALE: NOT TO SCALE

RESTROOM/ CONCESSION/
STORAGE BUILDING

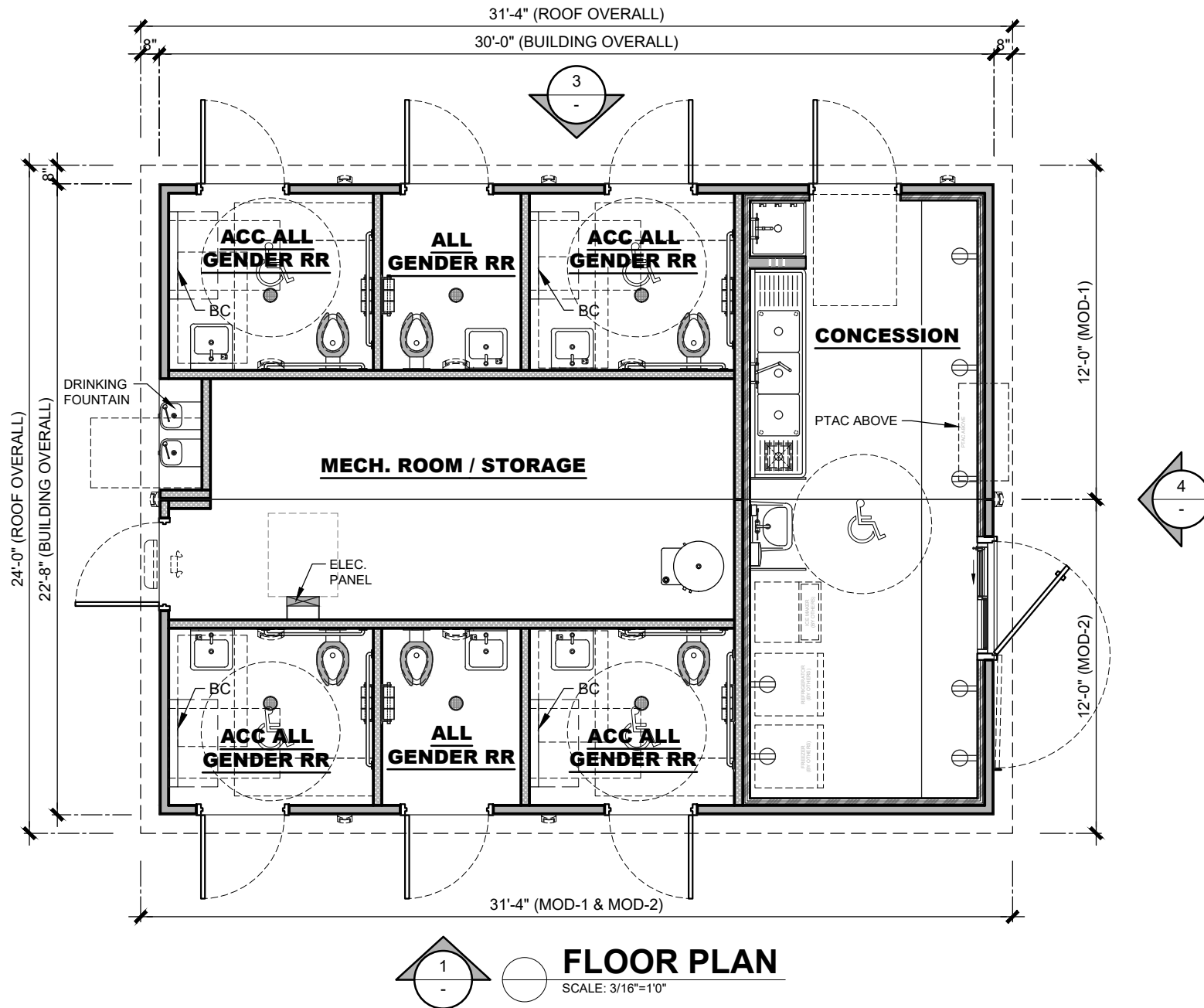
LINDSAY, CALIFORNIA
OLIVE BOWL PARK



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MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



FLOOR PLAN

SCALE: 3/16"=1'0"



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BUILDING TYPE: **RESTROOM/ CONCESSION/ STORAGE BUILDING**

PROJECT: **OLIVE BOWL PARK
LINDSAY, CA**

REVISION #

3

REVISION DATE: **7/31/2024**

DRAWN BY: PD

PROJECT #:
11018D

START DATE: **5/14/2021**

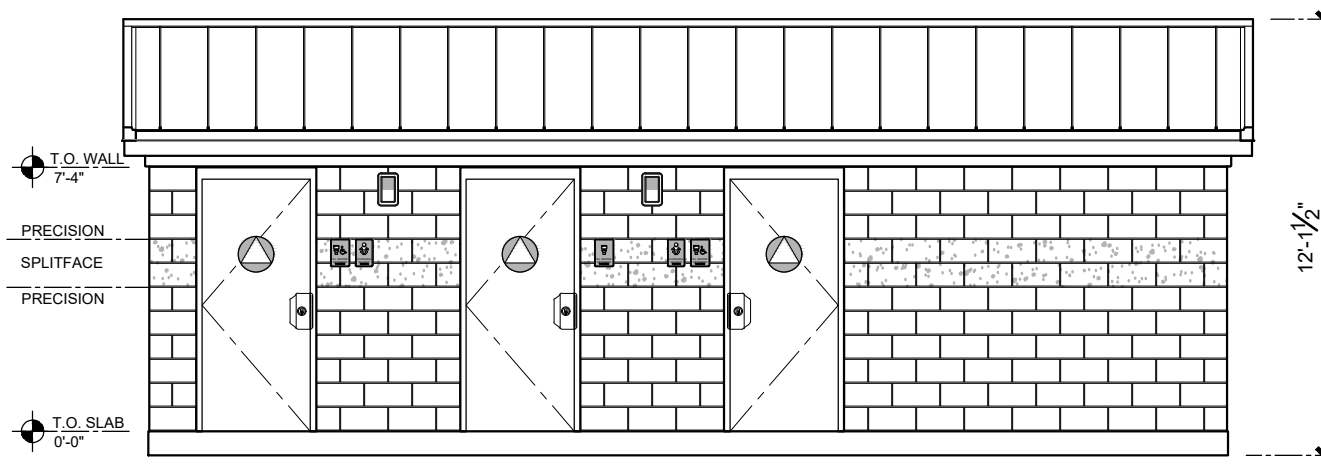
DRAWN BY: EOR

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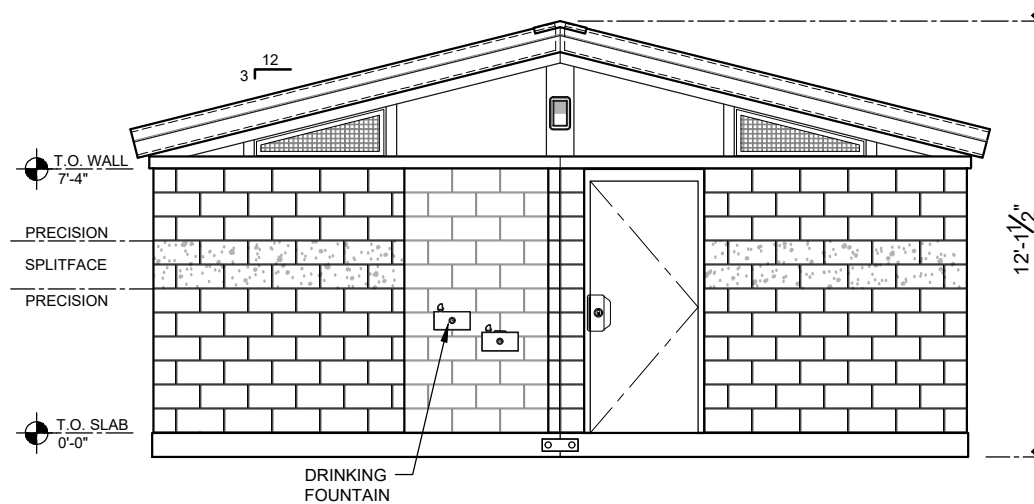
A-1

MAX. PERSON / HOUR:

180 M



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"



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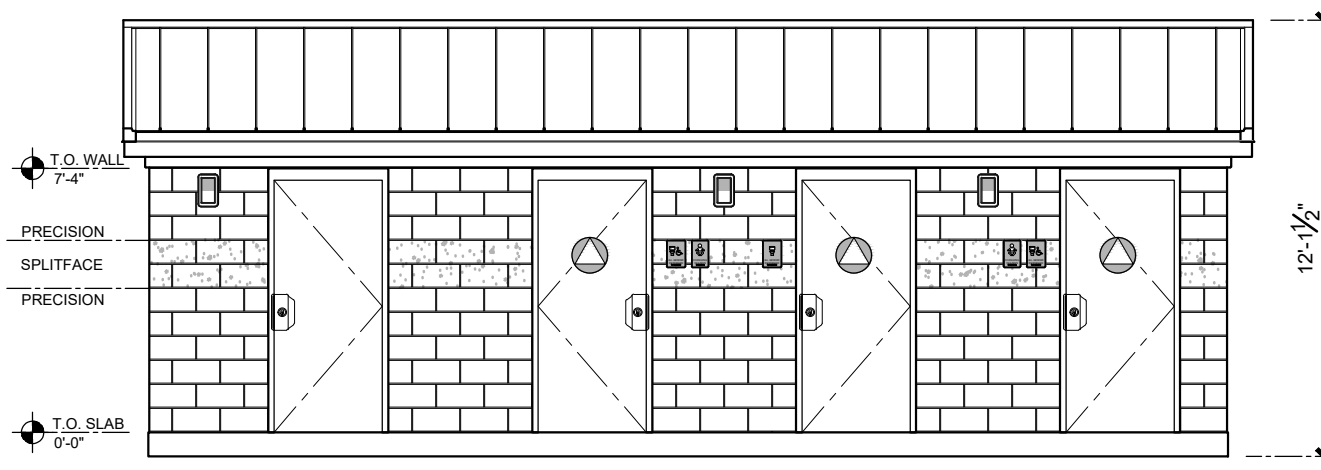
BUILDING TYPE: **RESTROOM/ CONCESSION/ STORAGE BUILDING**

PROJECT: **OLIVE BOWL PARK
LINDSAY, CA**

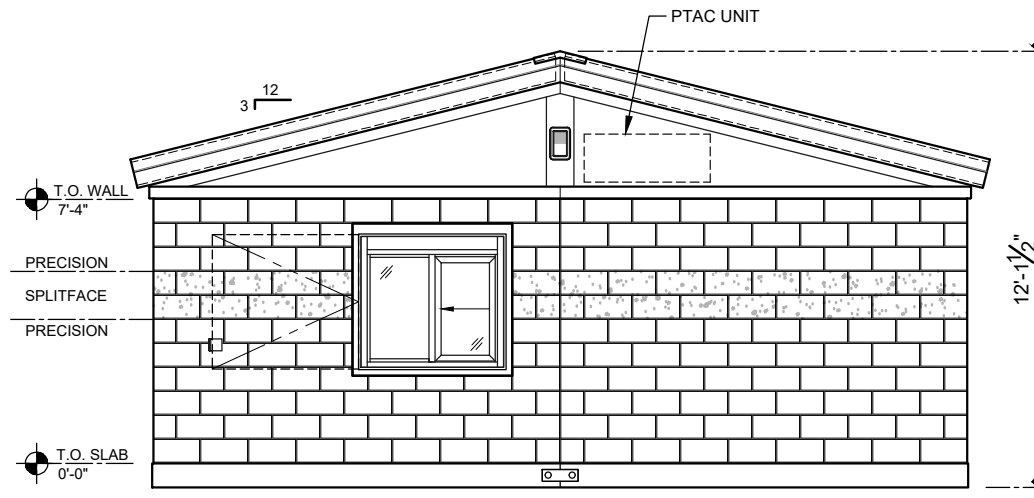
REVISION #
3
PROJECT #:
11018D

REVISION DATE: **7/31/2024**
DRAWN BY: PD
START DATE: **5/14/2021**
DRAWN BY: EOR

SHEET#
A-2
MAX. PERSON / HOUR:
180 M



ELEVATION 3
SCALE: 3/16"=1'-0"



ELEVATION 4
SCALE: 3/16"=1'-0"



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BUILDING TYPE: **RESTROOM/ CONCESSION/ STORAGE BUILDING**

PROJECT: **OLIVE BOWL PARK
LINDSAY, CA**

REVISION #
3
PROJECT #:
11018D

REVISION DATE: **7/31/2024**
DRAWN BY: PD
START DATE: **5/14/2021**
DRAWN BY: EOR

SHEET#
A-3
MAX. PERSON / HOUR:
180 M

[EXTERNAL]:Re: Fw: Olive Bowl/Kaku Park Expansion - City of Lindsay, CA

Brian Craft <bcraft@corworth.com>

Thu 8/1/2024 6:45 AM

To:Neyba Amezcua <neyba.amezcua@qkinc.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Neyba,

Thank you for contacting me about this project. Unfortunately, however, we are no longer accepting projects in the State of California.

Thanks,

Brian Craft
Sales Representative
Office - 512-222-5454
Cell - 512-516-4835
bcraft@corworth.com

On Wed, Jul 31, 2024 at 5:38 PM Neyba Amezcua <neyba.amezcua@qkinc.com> wrote:

Hello,

I am looking to get quotes from your company for the attached building layouts. The City will pick only one of those two options. Also, can you tell me what the lead time is for this type of buildings. I am running out of time and need to place an order ASAP. Also, by any chance is your company part of any state procured contracts?

Let me know if you have any questions.

Regards,

Neyba J Amezcua
Principal Project Manager
901 E. Main St
Visalia, CA 93292
(559) 733-0440 Office
(559) 420-7318 Direct Line
www.QKinc.com

We're on LinkedIn! Join the conversation [here](#).



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 11.3
Action Items

DEPARTMENT: City Services
FROM: Neyba Amezcua, Principal Project Manager-QK, Inc.
AGENDA TITLE: Acceptance of the GameTime Grant Funding and Purchase of Playground Equipment

ACTION & RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. **Acknowledge the Grant:** Formally acknowledge the receipt of the grant award, which will fund the purchase of recreational equipment from GameTime.
2. **Authorize the Purchase:** Authorize the City Manager to proceed with the purchase of the specified equipment through GameTime, in accordance with the grant terms.
3. **Waive the bidding requirements due to GameTime pricing thru OMNIA –** a Public Sector Program and a State of California Leveraged Procurement Agreement No. 4-20-00-0092B

BACKGROUND | ANALYSIS

As council is aware, staff has been working diligently to advertise and solicit bids for the Olive Bowl/Kaku Park Expansion Project. The project has been advertised three times. Due to the funding constraints, staff has continued to search for additional grant funds and became aware of the 2024 GameTime Playground Grant. This company is the playground equipment provider for the playground specified in Phase 3-Kaku Park Improvements.

There are three different sets of playground equipment specified in the plans:

1. Phase 1- Play Area #2 @ Ballfield Plaza by Universal PreCase (2-5 & 5-12 Playground)-Base Bid
2. Phase 3- Play Area #1 @ North End by GameTime-Additive Alternate A
3. Phase 1- Play Area #3 @ South of Ballfield #2-Additive Alternate No. 6

Staff applied for the grant through GameTime, and the City of Lindsay has been awarded the grant to fund the purchase of the specified playground equipment.

Playground No. 1 included in Phase 2-North Park Improvements	\$180,308.00
Grant	(\$ 71,239.78)
Freight	\$ 7,350.00
Tax	\$ 9,543.47
Total	\$125,961.69

FISCAL IMPACT

This purchase will be made using the Clean California Grant.

<u>Budget/Funding</u>	<u>Fund No.</u>	<u>Fund Description</u>
\$3,670,437	600	State Parks-Prop 68 Grant
\$4,650,920	600	Clean California Grant
<u>\$1,761,815</u>	600	American Rescue Plan Act

ATTACHMENTS

1. Grant Application
2. Quote
3. Playground Renderings
4. OMNIA Brochure

Reviewed/Approved: _____

PLAYGROUND GRANT



Up to 100% matching funds for PowerScape®, PrimeTime®, Xscape®, and Modern City® play systems

Up to 50% matching funds for The Stadium®, KidCourse, Challenge Course, and THRIVE® fitness systems



gametime.com/grant-2024



A PLAYCORE Company

Instructions

Read carefully

Please complete the appropriate sections of the application form. Once completed, validate the information by means of the project administrator's signature. Immediately return the completed and signed application form to your GameTime representative.

Project Info

List contact info and address of your project

Project Name:				Type:		
Address:						
City:		State:		Zip:		
Contact Person:				Title:		
Phone:		Fax:		E-mail:		

Background

Please provide a description of your organization, its goals, and why it should be considered for a grant.

Site Info

List specific info about the area in which the play equipment will be located.

Number of players:	Age range:	Total play area size:	Is the site level?:
Special site conditions: (utilities, retaining walls, soil conditions, excessive slope, concrete slab, etc)			

Budget Info

List your actual contribution to the play equipment purchase only.

Dollar amount you want GameTime to match:

Funding Choices

Select the type(s) of funding in which you are interested.

- Up to 100% matching funds applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® play systems
- Up to 50% matching funds applies to The Stadium®, KidCourse®, Challenge Course®, and THRIVE® fitness systems



Rules and Limitations


Read carefully

Grant Rules and Limitations:

To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course®, KidCourse®, and The Stadium®. VistaRope®, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 18, 2024. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 25, 2024, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2024, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2024 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.

Authorization Signature

Project administrator's signature

Authorized Signature:  **Date:** _____

Name (please print): _____ **Title:** _____



C/O MRC
 PO Box 106
 Spring Lake, NJ 07762
 Ph: 732-458-1111
 Em: MRC@GAMETIME.COM
 Web: www.mrcrec.com

08/16/2024
 Quote #
 110384-01-13

CA Lindsay City of Olive Bowl Park Playground

Lindsay City of
 Attn: Neyba Amezcua
 251 E Honolulu St
 Lindsay, CA 93247
 UNITED STATES
 Phone: 559-562-7102 Ext. 4
 namezcua@lindsay.ca.us

Ship to Zip 93247

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Xscape 2 Bay Swing and 4 Belt Seats	\$4,847.00	\$4,847.00
1	RDU	GameTime - Xscape 5-12 Unit	\$87,680.00	\$87,680.00
1	RDU	GameTime - FS Panels- (1) Gizmo Panel (1) Letters Maze Panel (1) Ashiko & Djembe Panel	\$8,775.00	\$8,775.00
1	RDU	GameTime - PowerScape 2-5 Unit	\$44,422.00	\$44,422.00
1	5958SP	GameTime - VistaTree Top 1	\$13,227.00	\$13,227.00
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$991.00	\$991.00
1	6279F	GameTime - Duck Spring Rider	\$1,410.00	\$1,410.00
1	5058	GameTime - Arch Swing (Galv)	\$8,997.00	\$8,997.00
1	RDU	GameTime - Modern City Swing and 2 Belt Seats	\$6,964.00	\$6,964.00
1	RDU	GameTime - Xscape Swing and 2 Enclosed Tot Seats	\$2,995.00	\$2,995.00
Contract: OMNIA #2017001134			Sub Total	\$180,308.00
			Grant	(\$71,239.78)
			Freight	\$7,350.00
			Tax	\$9,543.47
			Total	\$125,961.69

Comments

2024 GameTime Community Champions Grant

GameTime will accept orders until October 25, 2024, or until all available funds are disbursed, whichever comes first.

Customers must be able to receive orders by December 31, 2024, subject to transportation availability.

Full payment must be made at time of order for full match to apply

Acceptance of equipment and off-loading is not included in price

Safety surfacing is not included in price

Installation is not included in price

jp af



C/O MRC
 PO Box 106
 Spring Lake, NJ 07762
 Ph: 732-458-1111
 Em: MRC@GAMETIME.COM
 Web: www.mrcrec.com

08/16/2024
 Quote #
 110384-01-13

CA Lindsay City of Olive Bowl Park Playground

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW. GAMETIME PLAY PALETTE:

NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.

This quotation is subject to policies in the current GameTime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GAMETIME, c/o MRC. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing F.O.B. factory, firm for 30 days from date of quotation unless otherwise stated above. PAYMENT TERMS: Check in full at time of order made payable to GameTime.

TAXES: State and local taxes, If applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 12-18 weeks after GameTime's receipt and acceptance of your check in full, signed quotation and color selections. Some products may require longer lead times. Consult with your Sales representative for any extended lead times that may apply to your order.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, check in full and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Sales Representative: Jenn Peterson

Acceptance of quotation: **(ALL INFORMATION REQUIRED)**

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email: _____ Facsimilie: _____

Purchase Amount: \$125,961.69

Order Information: **(ALL INFORMATION REQUIRED)**

Bill To: _____ Ship To: _____

Bill To Contact: _____ Ship To Contact: _____

Bill To Email: _____ Ship To Email: _____

Bill To Phone: _____ Ship To Phone: (Office): _____

(Cell): _____

Bill to Address: _____ Ship To Address: _____

Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)



Olive Bowl Park Playground - Main Playground



PLAY. SITE. SPORT.



Olive Bowl Park Playground - Main Playground



PLAY. SITE. SPORT.



play. site. sport.



Olive Bowl Park Playground - Main Playground



PLAY. SITE. SPORT.



Olive Bowl Park Playground - Main Playground



PLAY. SITE. SPORT.



play. site. sport.



A PLAYCORE COMPANY

Olive Bowl Park Playground - Main Playground



PLAY. SITE. SPORT.



Olive Bowl Park Playground - Main Playground



PLAY. SITE. SPORT.



play. site. sport.



A PLAYCORE COMPANY

Olive Bowl Park Playground - Main Playground



PLAY. SITE. SPORT.



Olive Bowl Park Playground - Main Playground



PLAY. SITE. SPORT.

Best Price. No Hassles.

Guaranteed.

GameTime was awarded the OMNIA Partners, Public Sector Playground Equipment and Solutions Contract through a competitive bid process by Lead Public Agency City of Charlotte/Mecklenburg County, North Carolina.



A PLAYCORE Company

OMNIA
PARTNERS



No Cost. No Fees.
No Kidding.

Sign Up Online.
It's Simple.

WHO IS OMNIA PARTNERS, PUBLIC SECTOR?

A National Collaborative Purchasing Program that establishes the best available price for the highest quality products. OMNIA Partners, Public Sector is the largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Their immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships. OMNIA Partners, Public Sector reduces the cost of purchased goods by combining the purchasing power of buyers like yourself. A competitive bid was solicited by Charlotte/ Mecklenburg, then made available to other agencies to piggyback. The contract is updated yearly and allows you to save all the steps required in the bid.

WHO USES OMNIA PARTNERS?

Over 60,000 participants, buying everything from playground equipment to office furniture! Making OMNIA Partners the most values and trusted resources for organizations nationwide.

WHO IS ELIGIBLE TO PARTICIPATE?

All state and public agencies, except Federal, having the authority to purchase from another public agency's competitively solicited contract. Federal Government agencies utilize GSA contracts. For information on our GSA contracts contact your local representative.

WHAT KIND OF AGENCIES PARTICIPATE?

- All public government agencies (except Federal)
- Counties, Cities, Special Districts & Authorities
- State agencies
- Schools
- Universities
- Private institutions that receive public funds
- Non-profit Agencies (providing services on behalf of government)
- Public hospitals & clinics

WHY SHOULD I USE OMNIA PARTNERS?

- Complete more projects within existing budgets
- Reduce bid and solicitation costs
- Consolidate contracts
- Save time and money
- Expands purchasing choices beyond state boundaries
- Directed by public purchasing professionals
- No cost to participate

WHAT CAN GAMETIME OFFER ME?

All products offered by GameTime are eligible for the OMNIA Partners, Public Sector program. We are part of a Full-Service, "Turn-Key" Contract, including:

- Playground Equipment
- Playground Accessories
- Site Furnishings
- Playground Surfacing
- Shade Structures
- Water Spray Parks
- Fitness & Sports Equipment
- Park Equipment
- Installation

We have an extensive network of sales professionals to assist you with design, selection and installation. Let us help make your playground project smooth and easy!

HOW DO I GET STARTED?

It's quick and easy to join OMNIA Partners, Public Sector. Visit www.omniapartners.com and click "register".

- A single registration allows participation in all OMNIA Partners, Public Sector contracts.
- Electronically execute MICPA (Master Intergovernmental Cooperative Purchasing Agreement)
- All OMNIA Partners, Public Sector contracts are competitively solicited by a lead public agency.
- No cost, No fees to participate.

Over 60,000 participants are

Already Saving!





A PLAYCORE Company

gametime.com/omnia
800-235-2440



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 11.4
Action Items

DEPARTMENT: City Services

FROM: Neyba Amezcua, Principal Project Manager-QK, Inc.

AGENDA TITLE: Award Contract for the Construction of the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project

ACTION & RECOMMENDATION

Award and authorize the Mayor or Mayor Pro Tem to sign a contract with the lowest responsible bidder, MAC General Engineering of Exeter, CA in the amount of \$1,814,791.67 for construction of the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project.

BACKGROUND | ANALYSIS

Staff intends to reconstruct the pavement on Tulare Road from Foothill Avenue to Strathmore Avenue, and on Foothill Avenue from Tulare Road to Sierra View Street. The project will also involve relocating approximately 485 linear feet of curb, gutter, and sidewalk on the north side of Tulare Road near the high school parking lot to create additional parking spaces. Additionally, Tulare Road will be restriped to better accommodate heavy traffic during school entry and exit times. The curb ramps at the Tulare/Foothill intersection will be reconstructed to meet ADA accessibility standards, with bulb-out designs for the two northern ramps to create additional gathering space. Furthermore, on the east side of Foothill Avenue at Sierra View Street, a gathering buildout with a crosswalk flashing system will be installed.

The project was advertised as follows:

1. The Request for Proposal (RFP) was released on July 10, 2024, via email to eight Builders Exchanges, including Tulare-Kings County, CEN-CAL Construction, ISQFT Construction Content, Construct Connect, Bay Area, SR, BesOnline, and Valley.
2. A "Notice Inviting Bids" for the RFP was published in the Porterville Recorder on July 10, 2024, and was also posted on the City of Lindsay's website.

The City received and acknowledged three construction bids for this project on August 14, 2024. The following is a summary of the bids that were received:

- MAC General Engineering Inc, Exeter, CA: \$1,814,791.67
- Granite Construction Company, Fresno, CA: \$1,883,033.97
- Central Valley Asphalt, Lindsay, CA: \$1,964,377.12

Staff has reviewed all 3 submittals and has deemed that all bids are complete and responsive

Staff recommends that the Council consider accepting the bids received; and award the contract to the lowest responsible bidder, MAC General Engineering, Inc. of Exeter, CA, for a total amount of \$1,814,791.67.

ENVIRONMENTAL REVIEW

Notice of Exemption was filed with the County on August 19, 2024.

FISCAL IMPACT

<u>Fund No.</u>	<u>Fund Description</u>	<u>Budget</u>	<u>Budget FY</u>
266	LTF-Art 8 Streets & Roads	\$2,270,500	2024-2025 CIP (pg. 130)

Breakdown

Construction Contract:	\$1,814,791.67
Construction Management	\$ 129,700.00 (Pending Council approval)
Contingencies:	<u>\$ 326,008.33</u> (17.96% of Contract)
Total:	\$2,270,500.00

ATTACHMENTS

1. Abstract of Bid Proposals Received
2. Map of the Location of Construction Work
3. Contract - Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project

Reviewed/Approved: _____



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CITY OF LINDSAY
Tulare & Foothill Improvements
April 26, 2024

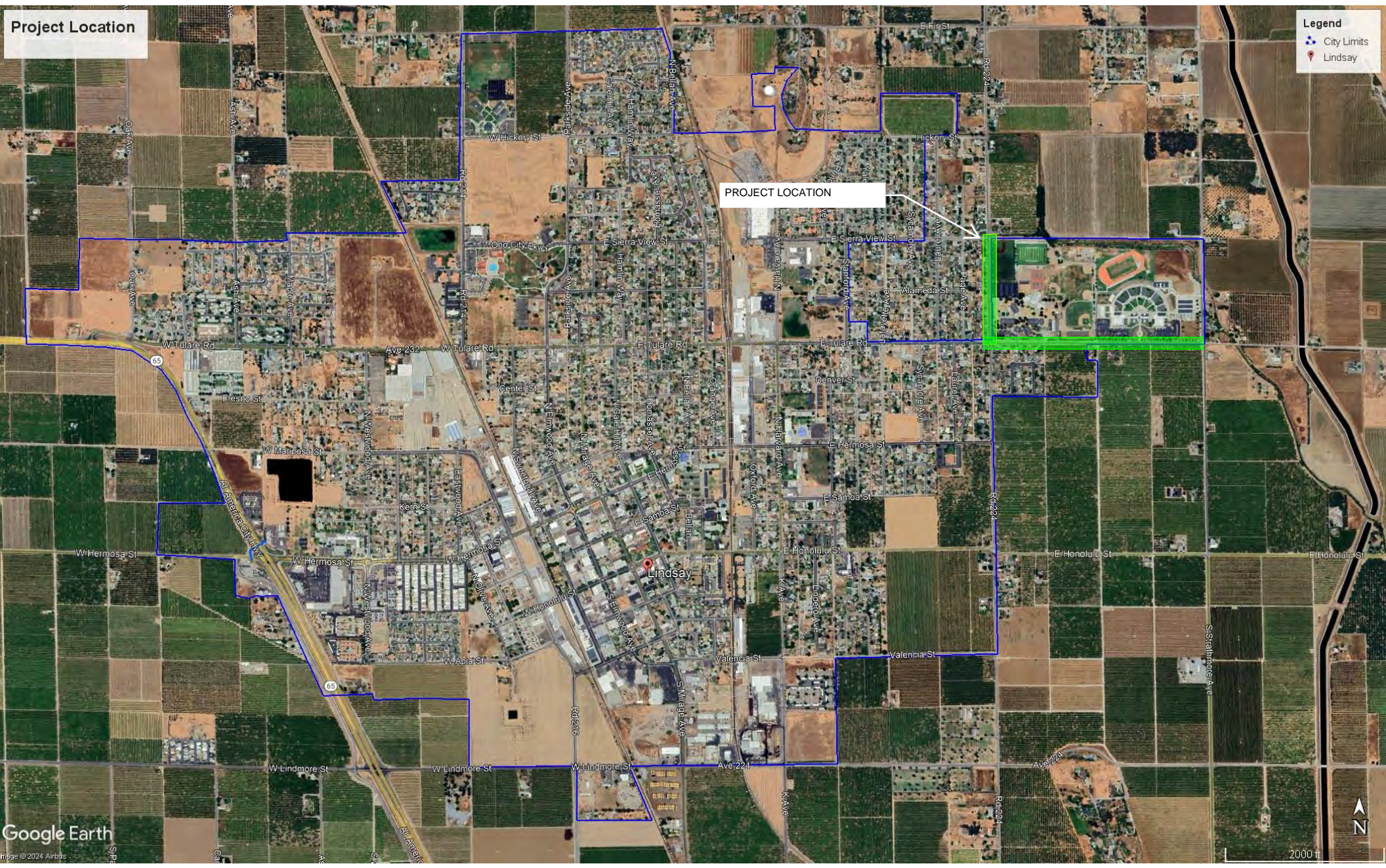
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Amount	1. MAC General Engineering Lic #988712		2. Granite Construction Lic #89		3. Central Valley Asphalt Lic #777434		
						Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
General												
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 27,162.40	\$ 27,162.40	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
2	Construction Notification Sign	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,686.21	\$ 5,058.63	\$ 1,000.00	\$ 3,000.00	\$ 2,500.00	\$ 7,500.00	
3	Traffic Control System	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 77,757.31	\$ 77,757.31	\$ 120,000.00	\$ 120,000.00	\$ 30,000.00	\$ 30,000.00	
4	Dust Control Plan	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 3,934.48	\$ 3,934.48	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	
5	Storm Water Pollution Prevention Plan	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,009.49	\$ 8,009.49	\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00	
6	Miscellaneous Facilities and Operations	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,993.11	\$ 8,993.11	\$ 15,000.00	\$ 15,000.00	\$ 92,000.00	\$ 92,000.00	
					Subtotal	\$ 104,000.00	Subtotal	\$ 130,915.42	Subtotal	\$ 193,500.00	Subtotal	\$ 195,500.00
Street												
7	Clearing and Grubbing	1	LS	\$ 4,200.00	\$ 4,200.00	\$ 192,706.67	\$ 192,706.67	\$ 218,300.00	\$ 218,300.00	\$ 30,000.00	\$ 30,000.00	
8	Agricultural Tree Removal & Hauling	1	ACRE	\$ 16,500.00	\$ 16,500.00	\$ 63,746.49	\$ 63,746.49	\$ 18,496.00	\$ 18,496.00	\$ 20,000.00	\$ 20,000.00	
9	Sawcut & Remove Curb and Gutter	23	LF	\$ 10.00	\$ 230.00	\$ 109.21	\$ 2,511.83	\$ 70.00	\$ 1,610.00	\$ 20.00	\$ 460.00	
10	Sawcut & Remove Curb Returns	7	EA	\$ 1,500.00	\$ 10,500.00	\$ 2,585.47	\$ 18,098.29	\$ 1,100.00	\$ 7,700.00	\$ 1,400.00	\$ 9,800.00	
11	Sawcut & Remove Cross Gutter	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 5,023.81	\$ 10,047.62	\$ 4,400.00	\$ 8,800.00	\$ 1,000.00	\$ 2,000.00	
12	Sawcut & Remove Drive Approach	2	EA	\$ 1,100.00	\$ 2,200.00	\$ 5,023.81	\$ 10,047.62	\$ 850.00	\$ 1,700.00	\$ 2,000.00	\$ 4,000.00	
13	Remove Block Fence	32	LF	\$ 250.00	\$ 8,000.00	\$ 47.10	\$ 1,507.20	\$ 90.00	\$ 2,880.00	\$ 150.00	\$ 4,800.00	
14	Remove Chain Link Fence	25	LF	\$ 50.00	\$ 1,250.00	\$ 100.47	\$ 2,511.75	\$ 70.00	\$ 1,750.00	\$ 100.00	\$ 2,500.00	
15	Curb Ramps and Landings	8	EA	\$ 6,500.00	\$ 52,000.00	\$ 5,892.73	\$ 47,141.84	\$ 5,460.00	\$ 43,680.00	\$ 9,300.00	\$ 74,400.00	
16	Concrete Drive Approach	3	EA	\$ 3,000.00	\$ 9,000.00	\$ 2,480.97	\$ 7,442.91	\$ 2,465.00	\$ 7,395.00	\$ 6,000.00	\$ 18,000.00	
17	Concrete Curb Island	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 9,351.71	\$ 9,351.71	\$ 5,870.00	\$ 5,870.00	\$ 8,000.00	\$ 8,000.00	
18	Asphalt Drive Approach	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 2,612.37	\$ 7,837.11	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00	
19	Concrete Cross Gutter	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 9,940.75	\$ 19,881.50	\$ 7,955.00	\$ 15,910.00	\$ 13,200.00	\$ 26,400.00	
20	New Decorative Block Fence	29	LF	\$ 200.00	\$ 5,800.00	\$ 56.21	\$ 1,630.09	\$ 500.00	\$ 14,500.00	\$ 2,000.00	\$ 58,000.00	
21	New Chain Link Fence	21	LF	\$ 50.00	\$ 1,050.00	\$ 56.21	\$ 1,180.41	\$ 225.00	\$ 4,725.00	\$ 700.00	\$ 14,700.00	
22	Full Depth Reclamation with Cement (F)	208,310	SF	\$ 1.75	\$ 364,542.50	\$ 1.61	\$ 335,379.10	\$ 2.00	\$ 416,620.00	\$ 2.60	\$ 541,606.00	
23	Increase or Decrease in Cement for FDR-C method	1	LB	\$ 0.10	\$ 0.10	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	
24	Hot Mix Asphalt Concrete	5,034	TON	\$ 125.00	\$ 629,250.00	\$ 116.40	\$ 585,957.60	\$ 110.00	\$ 553,740.00	\$ 112.00	\$ 563,808.00	
25	AC Dike	1,295	LF	\$ 35.00	\$ 45,325.00	\$ 11.02	\$ 14,270.90	\$ 11.00	\$ 14,245.00	\$ 8.00	\$ 10,360.00	
26	Reset Survey Marker	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 1,469.25	\$ 5,877.00	\$ 1,800.00	\$ 7,200.00	\$ 3,000.00	\$ 12,000.00	
27	RRFB Assembly with Street Light and APB, Advanced Crossing Assembly	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 60,130.34	\$ 60,130.34	\$ 56,351.00	\$ 56,351.00	\$ 60,000.00	\$ 60,000.00	
28	Signage, Pavement Striping, Markers and Markings	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 35,825.15	\$ 35,825.15	\$ 31,869.00	\$ 31,869.00	\$ 35,000.00	\$ 35,000.00	
					Subtotal	\$ 1,247,347.60	Subtotal	\$ 1,433,083.25	Subtotal	\$ 1,436,341.12	Subtotal	\$ 1,504,834.12
Utilities												
29	12-Inch SDR-26 PVC Green Storm Drain Pipe	38	LF	\$ 200.00	\$ 7,600.00	\$ 207.97	\$ 7,902.86	\$ 400.00	\$ 15,200.00	\$ 250.00	\$ 9,500.00	
30	Storm Drain Inlet	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 8,734.80	\$ 8,734.80	\$ 12,000.00	\$ 12,000.00	\$ 13,900.00	\$ 13,900.00	
31	Adjust Sanitary Sewer and Storm Drain Manhole to Finish Grade	13	EA	\$ 1,500.00	\$ 19,500.00	\$ 2,497.47	\$ 32,467.11	\$ 2,800.00	\$ 36,400.00	\$ 1,000.00	\$ 13,000.00	
32	Adjust Water Valve to Finish Grade	17	EA	\$ 800.00	\$ 13,600.00	\$ 1,469.25	\$ 24,977.25	\$ 1,800.00	\$ 30,600.00	\$ 800.00	\$ 13,600.00	
					Subtotal	\$ 47,200.00	Subtotal	\$ 74,082.02	Subtotal	\$ 94,200.00	Subtotal	\$ 50,000.00
Separate Bid Items- Road Expansion on Tulare Rd Near the School												
33	Clearing & Grubbing in School Area	1	LS	\$ 2,400.00	\$ 2,400.00	\$ 2,810.35	\$ 2,810.35	\$ 14,000.00	\$ 14,000.00	\$ 16,000.00	\$ 16,000.00	
34	Remove Existing Concrete Sidewalk in School Area	4,524	SF	\$ 5.00	\$ 22,620.00	\$ 4.11	\$ 18,593.64	\$ 2.50	\$ 11,310.00	\$ 3.50	\$ 15,834.00	
35	Tree Removal and Hauling in School Area	21	EA	\$ 650.00	\$ 13,650.00	\$ 911.62	\$ 19,144.02	\$ 600.00	\$ 12,600.00	\$ 500.00	\$ 10,500.00	
36	Sawcut & Remove Curb & Gutter in School Area	455	LF	\$ 10.00	\$ 4,550.00	\$ 40.91	\$ 18,614.05	\$ 14.00	\$ 6,370.00	\$ 15.00	\$ 6,825.00	
37	Concrete Sidewalk (4-inch) in School Area	4,362	SF	\$ 12.00	\$ 52,344.00	\$ 5.73	\$ 24,994.26	\$ 6.25	\$ 27,262.50	\$ 12.00	\$ 52,344.00	
38	Concrete Curb & Gutter in School Area	485	LF	\$ 50.00	\$ 24,250.00	\$ 39.63	\$ 19,220.55	\$ 38.31	\$ 18,580.35	\$ 64.00	\$ 31,040.00	
39	Remove & Relocate Street Lights in School Area	5	EA	\$ 2,500.00	\$ 12,500.00	\$ 14,329.58	\$ 71,647.90	\$ 12,714.00	\$ 63,570.00	\$ 13,500.00	\$ 67,500.00	
40	Remove Existing Irrigation Lines for Trees in School Area	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,686.21	\$ 1,686.21	\$ 5,300.00	\$ 5,300.00	\$ 14,000.00	\$ 14,000.00	
					Subtotal	\$ 134,314.00	Subtotal	\$ 176,710.98	Subtotal	\$ 158,992.85	Subtotal	\$ 214,043.00
					Total	\$ 1,532,861.60	Total	\$ 1,814,791.67	Total	\$ 1,883,033.97	Total	\$ 1,964,377.12
					15% Contingencies	\$ 229,929.24	Amount	\$ 1,814,791.67	Amount	\$ 1,883,033.97	Amount	\$ 1,964,377.12
					Grand Total	\$ 1,762,790.84	Difference	\$ -	Difference	\$ -	Difference	\$ -

Project Location

Legend

- City Limits
- Lindsay

PROJECT LOCATION



**SECTION ONE
D - CONTRACT**

THIS CONTRACT is made and entered into _____, 2024, by and between the **City of Lindsay**, hereinafter referred to as the "City" and **MAC General Engineering, Inc.**, hereinafter referred to as the "Contractor".

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

First. Contract Documents. The complete Contract includes all of the contract documents, to-wit: (a) Notice Inviting Sealed Bids; (b) Instructions to Bidders; (c) Bid Proposal; (d) Contract; (e) General Conditions; (f) Special Conditions; (g) Technical Provisions including the complete set of Plans for construction of City of Lindsay, **Tulare Road and Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project**; (h) Performance Bond; (i) Payment Bond; (j) duly issued Addenda and all modifications incorporated in the foregoing documents before execution of the Contract Agreement.

The foregoing contract documents are hereby incorporated by reference and shall be deemed and considered as forming a part of this Contract Agreement as fully and to the same extent as if it were copied at length herein.

Second. The Work. The Contractor agrees to furnish all tools, labor, materials, equipment, transportation, services and supplies necessary to perform and complete in a good and workmanlike manner the construction of the work designated as City of Lindsay, **Tulare Road and Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project** in strict conformity with and in exact accordance with, the Plans and Specifications and all other Contract Documents referred to above, which plans are on file at the offices of the Participants.

Third. Payment. The City agrees to pay and the Contractor agrees to **One Million Eight Hundred Fourteen Thousand Seven Hundred Ninety One Dollars and Sixty Seven Cents (\$1,814,791.67)**, according to the Bid Proposal at the time and manner set forth in these Specifications.

The foregoing shall be accepted by the Contractor as full and final compensation for work done under this contract.

Fourth. Commencement and Completion of the Work. The Contractor agrees to begin and complete the work within the time specified in the Notice Inviting Bids. Time is of the essence in completing the project.

Fifth LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGE AND LOSS SUSTAINED BY THE CITY SHOULD THE CONTRACTOR FAIL TO COMPLETE THE WORK IN THE SPECIFIED TIME, THEREFORE, HE SHALL PAY TO THE CITY, AS LIQUIDATED DAMAGES, AND NOT IN THE NATURE OF A PENALTY, EIGHT HUNDRED DOLLARS (\$800.00) A DAY FOR EACH DAY DELAYED, WHICH SHALL BE DEDUCTED FROM ANY AMOUNT TO BE PAID UNDER THIS CONTRACT. THE AMOUNT OF LIQUIDATED DAMAGES HEREIN PROVIDED FOR REPRESENTS AN ENDEAVOR BY THE CITY AND THE CONTRACTOR TO MUTUALLY DETERMINE, FIX AND STATE AN AMOUNT THAT NEARS A REASONABLE RELATIONSHIP TO THE ACTUAL DAMAGE SUFFERED BY THE CITY SHOULD THE CONTRACTOR FAIL TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED; PROVIDED THAT EXTENSIONS OF TIME WITH WAIVER OF FORFEITURE DUE TO DELAY MAY BE GRANTED AS PROVIDED IN SECTION 2-06 OF THE GENERAL CONDITIONS.

Sixth. Performance and Payment Bond. The Contractor agrees to furnish bonds guaranteeing the performance of this Contract and guaranteeing payment for all labor and material used under this Contract as required by the laws of the State of California, in forms approved by the Participants. The Performance Bond shall be for an amount not less than one hundred percent (100%) of the amount of this Contract and shall be conditioned on full and complete performance of the Contract, guaranteeing the work against faulty workmanship and materials for a period of one year after completion and acceptance. The Payment Bond shall be in an amount not less than one hundred percent (100%) of the amount of this Contract and shall be conditioned upon full payment of all labor and material entering into or incident to the work covered by this Contract. The Contractor agrees to furnish the bonds on the forms bound within these Specifications.

Seventh. Insurance. The Contractor agrees to carry Public Liability Insurance, Property Damage Insurance, Fire and Extended Coverage, Builder's All Risk and Worker Compensation Insurance in amounts and any other requirements as stated as required by the General Conditions.

Eighth. General Prevailing Rate of Per Diem Wages. Any contract entered into pursuant to this notice will incorporate the provisions of the U.S. Department of Labor Code and the State of CA Department of Industrial Relations with the prevailing rates of wages and apprenticeship employment standards established by both agencies.

Ninth. Compliance with Other Provisions of Law Relative to Public Contract. The City is a public agency in the State of California and is subject to the provisions of the Government Code, The Public Contract Code and the Labor Code of that State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein and will be complied with by the Contractor. These include, but are not limited to, the stipulation that eight hours' labor constitutes a legal day's work and the Contractor will, as a penalty to the City, forfeit twenty-five (\$25.00) for each workman employed in the execution of the Contract by the Contractor or any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in violation of the provisions of Article Three, Chapter One, Part Seven, Division 2 of the California Labor Code, except as permitted by law.

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 Registrar, Contractors' State License Board, 1020 N Street, Sacramento, California 95814.

Tenth. Protecting of Public Utilities. The Contractor shall be compensated for the cost of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, in removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy and for equipment on the project necessarily idle during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, which such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the Plans and Specifications.

If the Contractor, while performing a contract, discovers utility facilities not identified by the City on the Plans or in the Specifications, he shall immediately notify the City and the utility in writing. The City,

where it is the owner, shall have the sole discretion to perform the repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. If the Contractor discovers hazardous waste or unusual physical conditions, he shall comply with the notice provisions of Public Contract Code Section 7104.

Eleventh. Submission of Bids: Agreement to Assign. In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials, or services by the bidder.

Twelfth. Termination or Modification of Contract. Environmental Reasons. City may terminate, amend or modify the contract for environmental considerations. In the event of such termination, modification or amendment, the notification to the Contractor thereof will include a statement of the compensation payable, if any, by reason of such termination, modification or amendment. Any claims filed by the Contractor shall be in sufficient detail to enable the City to ascertain the basis and amount of said claims. The City will consider and determine the Contractor's claim and it will be the responsibility of the Contractor to furnish, within a reasonable time, such further information and details as may be required by the City to determine the facts or contentions involved in his claims. Failure to submit such information and details will be sufficient cause for denying the claims.

Upon final determination of any claim, the City shall then make and issue his final estimate in writing and within forty (40) days thereafter the City will pay the entire sum found due thereon, if any.

Thirteenth. Integration Clause. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract, exist between the parties. This Contract can be modified only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Contractor on the date set before the name of each.

CITY OF LINDSAY

By: _____
Mayor

(City Seal)
Attest:

City Clerk
City of Lindsay

Contractor

(Corporate Seal)

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

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

B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

Contractor/Subcontractor

By: _____

Typed Name and Title

CERTIFICATION OF NONSEGREGATED FACILITIES

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of his certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature

By: _____

Title

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, **MAC General Engineering, Inc.**, hereinafter referred to as "Contractor", as Principal, and _____ as Surety, are held firmly bound unto the City of Lindsay in the sum of **One Million Eight Hundred Fourteen Thousand Seven Hundred Ninety One Dollars and Sixty Seven Cents (\$1,814,791.67)**, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Tulare Road and Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project** for said City, and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20____.

(Corporate Seal)

Contractor/Principal

By: _____

Title

(Corporate Seal)

Surety

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay

BOND FOR MATERIALS AND LABOR

KNOW ALL MEN BY THESE PRESENTS:

That we, **MAC General Engineering, Inc.**, hereinafter referred to as "Contractor", as Principal, and _____ as Surety, are held firmly bound unto the City of Lindsay in the sum of **One Million Eight Hundred Fourteen Thousand Seven Hundred Ninety One Dollars and Sixty Seven Cents (\$1,814,791.67)**, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Tulare Road and Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project** for said City, and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Principal as Contractor in said contract, or its, his or their subcontractors fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims as under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20_____.

(Corporate Seal)

Contractor/Principal

By: _____

Title

(Corporate Seal)

Surety

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, _____ the duly authorized and acting
(Please Type)

legal representative of **City of Lindsay**, do hereby certify as follows:

I have examined the attached CONTRACT(s), Performance and Payment BONDS and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the CONTRACTOR’s insurance coverage complies with the requirements of the CONTRACT.

(Attorney’s Signature)

DATE: _____



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 11.5
Action Items

DEPARTMENT: City Services
FROM: Joseph Avina, Acting Director of City Services
AGENDA TITLE: Extra Work Authorization for QK, Inc. for Construction Management Services

ACTION & RECOMMENDATION

Authorize the Mayor or Mayor Pro Tem to execute an Extra Work Authorization with the City’s contract City Engineer firm QK, Inc., in an amount not to exceed \$129,700 for construction management services for the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvement Project.

BACKGROUND | ANALYSIS

The Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project is a critical infrastructure improvement aimed at enhancing road safety and extending the life of the pavement in the project area.

Over the past six months, the City Services department has experienced significant staff turnover, which has left the department without sufficient personnel to oversee and manage this construction project effectively. Although a new Engineer Technician was recently hired, the individual is not yet fully trained to perform construction management duties.

The Engineer Technician will be observing and receiving training in construction management during the course of this project, as well as the Olive Bowl Renovation Project. To ensure the successful completion of these projects, it is necessary to engage a qualified construction management firm.

Staff requested proposals from Provost & Pritchard Consulting Engineering Group (P&) and QK, Incorporated. P&P is the design engineer for the project whereas QK is the City’s Engineer.

- P&P sent an email stating that they had no capacity to in their CM department.
- QK’s Proposal includes:

<u>Task Description</u>	<u>Fee</u>	<u>Fee Type</u>
➤ Construction Administration	\$ 27,150	T&M
➤ Construction Management	\$ 17,900	T&M
➤ Field Observations Services	\$ 57,500	T&M
➤ Labor Compliance Services	\$ 10,250	T&M
➤ Project Closeout	<u>\$ 16,900</u>	T&M
Total	\$129,700	

T&M stands for Time & Materials, meaning the company will charge for actual time/material spent.

Staff recommends that the City Council approve the award of the construction management services contract for the Tulare Road & Foothill Avenue Intersection and Pavement Rehabilitation Improvements Project to QK, Inc.

FISCAL IMPACT

<u>Fund No.</u>	<u>Fund Description</u>	<u>Budget</u>	<u>Budget FY</u>
266	LTF-Art 8 Streets & Roads	\$2,270,500	2024-2025 CIP (pg 130)

Breakdown

Construction Contract: \$1,814,791.67
Construction Management \$ 129,700.00 (Pending Council approval)
Contingencies: \$ 326,008.33 (17.96% of Contract)
Total: \$2,270,500.00

ATTACHMENTS

1. P&P Email
2. QK, Inc. Proposal and Extra Work Authorization

Reviewed/Approved: _____

Re: [EXTERNAL]:Tulare Road & Foothill Ave RFI

Soo Ho Park <SPark@ppeng.com>

Tue 8/6/2024 2:25 PM

To:Neyba Amezcua <neyba.amezcua@qkinc.com>

Cc:Stephanie Hermeston <Stephanie.Hermeston@qkinc.com>;Debora De La Torre <ddeletorre@ppeng.com>

Hi Neyba-

We'll dig into this question and get you a response so you can post by Friday. That is more than 72 hours before the bid opening, so does that work okay?

Also- I have the scope amendment (for construction admin services) drafted, but I keep forgetting to buckle down and finalize. Will send that to you early next week as well.

As far as Construction Management goes, I'm hoping QK will be able to handle for the City because our CM department is currently overloaded and cannot provide construction inspection services. Please let me know if we need to discuss this one further.

Thanks, Neyba, hope you're doing well!

Soo Ho Park

Cell 559-429-8669

From: Neyba Amezcua <neyba.amezcua@qkinc.com>

Sent: Monday, August 5, 2024 3:56 PM

To: Soo Ho Park <SPark@ppeng.com>

Cc: Stephanie Hermeston <Stephanie.Hermeston@qkinc.com>

Subject: Fwd: [EXTERNAL]:Tulare Road & Foothill Ave RFI

Hi Soo Ho,

Please see question below.

Neyba J Amezcua

Principal Project Manager



June 13, 2024

Joseph Avina
Acting Director of City Services & Planning
City of Lindsay
PO Box 369
Lindsay, CA 93247

Subject: Tulare/Foothill Street Rehabilitation Project - Construction Management Services

Dear Mr. Avila,

QK is pleased to submit this proposal for Construction Management Services for the City of Lindsay Tulare/Foothill Street Rehabilitation Project. This proposal contains sections related to the following: Project Understanding, Scope of Services, Schedule and Fee Estimate.

PROJECT UNDERSTANDING

The City of Lindsay (City) requires construction management services for the pavement and intersection rehabilitation of Foothill Avenue between Sierra View Street and Tulare Road, and Tulare Road between Foothill Avenue and Strathmore Avenue. QK understands the work will consist of some site demolition and full-depth reclamation of the roads, new asphalt paving, new concrete site improvements and road pavement delineation. Additionally, a portion of the work along Tulare Road is located within a school zone which also includes site demolition, tree replacement and new concrete site improvements.

SCOPE OF SERVICES

TASK 1.0 CONSTRUCTION PHASE SERVICES

Subtask 1.1 Construction Administration

QK will administrate the construction contract by coordinating responses to Requests for Information (RFIs, interpretations of the plans and specs) and submittal processing with the design team; we will also review and file daily reports, and materials testing reports. We have budgeted for a total of 12 RFIs and 10 submittals for the project identified under Project Understanding and have budgeted for progress meetings every two weeks. Whenever possible, progress meetings will be held on Zoom or Microsoft Teams.

Deliverables:

- Responses to RFIs (Up to 12)
- Submittals (up to 10)
- Attend construction meetings (bi-weekly)
- Progress Meeting minutes

Subtask 1.2 Construction Management

During construction, QK will work closely with the contractor and the City to confirm compliance with the requirements of the construction contract.

QK will consult with the design team over emergent change issues and manage the process through contractor pricing, review and approval, followed by change order documentation. Our budget assumes four (4) change orders for the identified projects above.

QK will receive and review the contractors' monthly Project Schedules per the Contract Documents and provide review comments to the contractor and make recommendations to the City regarding contract compliance or remedial efforts to keep project on schedule.

QK will receive and review the contractors' monthly pay applications. The quantities of work completed will be field verified and recommendations for payment will be provided to the City.

Deliverables:

- Change Orders (Up to four (4))
- Change event recommendations
- Project schedule review and recommendations
- Pay application review and recommendations

Subtask 1.3 *Field Observation Services*

QK will provide part-time field observation of contractor's work to verify contractors' general compliance with the project design. QK will provide daily observation reports that will include:

- Weather
- Contractor forces on site (labor by name and class; equipment by equipment type and size)
- General narrative of the work performed
- Review of Contractor's traffic control efforts
- Tests performed
- Photos of the installation as it progresses
- Other pertinent observations

QK will coordinate materials testing with City's independent materials testing lab.

Deliverables:

- Daily field observation reports (provided weekly)

Subtask 1.4 *Labor Compliance*

Work performed under this task by QK will include:

- During construction, QK will receive and review copies of the contractors' and any subcontractor's weekly certified payroll reports. We expect the general contractor to employ approximately 2-3 subcontractors on the project.
- QK will conduct monthly interviews of on-site tradespersons in the field to confirm pay rates and classifications. QK will document each interview on State-issued forms.
- A final closeout report will be provided summarizing all payrolls received and reviewed from the general contractor and their subcontractors.

The number of subcontractors for each general contractor is unknown and is estimated based on QK's understanding of project scopes. Additional fees may be requested based on the number of subcontractors to be interviewed and reported upon. On occasion, labor councils will request redacted copies of the certified payrolls. As this can be a time-consuming event, and we do not anticipate such requests, this work is excluded, but can be provided on a time and materials basis, should the need arise.

Deliverables:

- Reviewed weekly certified payroll reports (at project closeout)
- Monthly labor interview forms (at project closeout)
- Final Close-out report (at project closeout)

Exclusions:

- Preparation of redacted copies of certified payrolls

Subtask 1.5 Project Closeout

QK will provide construction closeout services as described below.

- When construction is complete, conduct a final field inspection with the contractor, City, and QK's Construction Observer. Review work in the field and compile a list of incomplete work to be completed by the contractor (punchlist). Provide a secondary site visit to confirm completion of punchlist items.
- Receive, review, and recommend payment on the contractor's final pay request.
- Compile a reconciling final change order for all miscellaneous remaining items and final quantity adjustments.
- Review contractors submitted as-built drawings for completeness and clarity and deliver same to the City for their use.
- Prepare a draft Notice of Completion and draft Staff Report for City's presentation to Council.

Deliverables:

- Punchlist
- Final Pay request recommendation
- Contractor's as-built drawings
- Final reconciling change order
- Draft Notice of Completion and Staff Report

SCHEDULE

Task	Description	Duration
1.0	Construction Phase Services	
1.1	Construction Administration	*90 calendar days
1.2	Construction Management	*90 calendar days
1.3	Field Observation Services	*90 calendar days
1.4	Labor Compliance	*90 calendar days
1.5	Project Closeout	30 calendar days
Total Duration		120 calendar days

*Tasks run concurrently

FEE ESTIMATE

Task	Description	Fee Type	Fee Amount
1.0	Construction Phase Services		
1.1	Construction Administration	T&M	\$27,150
1.2	Construction Management	T&M	\$17,900
1.3	Field Observations Services	T&M	\$57,500
1.4	Labor Compliance Services	T&M	\$10,250
1.5	Project Closeout	T&M	\$16,900
Total Estimated Fee			\$129,700

Notes:

1. Expenses for reproduction, mailing, mileage, etc. are billed separately per our attached Charge Rate Schedule.
2. All time-and-materials fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
3. When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.
4. The Fee Estimate is good for a period of 90 days from the date of the proposal. After 90 days, the Fee Estimate is subject to change.

EXCLUSIONS AND ASSUMPTIONS

- QK assumes a 90 calendar-day project duration with an additional 30 calendar days required for closeout. During the 90 days of construction, QK assumed a part-time effort of 20 hours/week for 11 weeks but during the full-depth reclamation and paving, 40 hours/week for 2 weeks.
- Any items not identified above are not included as part of this proposal.

AUTHORIZATION OF SERVICES

Upon acceptance of this proposal, QK can provide the City with a Task Order for review and execution. Typically, we can begin our services within five business days of the time authorization is received depending on client need and schedule constraints.

Thank you for the opportunity to propose this project. If you have any questions or would like to discuss this proposal further, please contact John Krueger or Jeff Cowart at (559) 733-0440. We look forward to working with you on this important project.

Sincerely,



John Krueger
Senior Construction Manager



Garth Pecchenino, PE, PLS
VP of Technical Services

Enclosures: 2024 Charge Rate Schedule

cc: Jeff Cowart, QK
Greg Thompson, QK

P240248
SH/JK/JD/GAP

Charge Rate Schedule



2024 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Administrator	\$100 / hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$100 / hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$115 / hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$125 / hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$155 / hour
Landscape Architect Technician	\$115 / hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$125 / hour
Associate Engineer	\$155 / hour
Senior Associate Engineer	\$180 / hour
Project Engineer	\$205 / hour
Senior Engineer / City Engineer / District Engineer	\$235 / hour
Senior Air Quality Engineer	\$275 / hour
Principal Engineer	\$275 / hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$100 / hour
Assistant Planner	\$110 / hour
Associate Planner / Associate Environmental Scientist	\$125 / hour
Senior Associate Environmental Scientist	\$145 / hour
Senior Associate Planner	\$150 / hour
Senior Environmental Scientist	\$185 / hour
Senior Planner / Senior Landscape Architect	\$180 / hour
Principal Planner / Principal Environmental Scientist	\$210 / hour
Senior Principal Planner / Senior Principal Environmental Scientist	\$225 / hour
Construction and Project Management	
Field Construction Observer	\$135 / hour
Senior Field Construction Observer	\$160 / hour
Assistant Construction Manager / Assistant Project Manager	\$125 / hour
Associate Project Manager	\$139 / hour
Associate Construction Manager / Associate Field Construction Observer	\$150 / hour
Project Manager	\$150 / hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$165 / hour
Senior Project Manager	\$195 / hour
Senior Construction Manager	\$195 / hour
Principal Construction Manager / Principal Project Manager	\$225 / hour
Surveying	
Assistant Surveyor	\$120 / hour
Associate Surveyor	\$134 / hour
Senior Associate Surveyor	\$164 / hour
Project Surveyor	\$185 / hour
Senior Surveyor	\$205 / hour
One-Person Survey Crew	\$180 / hour
Two-Person Survey Crew	\$275 / hour
Three-Person Survey Crew	\$375 / hour
UAV Pilot	\$195 / hour
UAV Flight Observer	\$160 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.77 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2024. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

4/18/2024



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 11.6
Action Items

DEPARTMENT: City Services

FROM: Neyba Amezcua, Principal Project Manager-QK, Inc.

AGENDA TITLE: Award Contract for the Installation of a Programmable Logic Controller (PLC) System at the Water Treatment Plant and at the Canal Intake.

ACTION & RECOMMENDATION

Award and authorize the Mayor or Mayor Pro Tem to sign a contract with the lowest responsible bidder, Telstar Instruments of Hanford, CA in the amount of \$80,973 for installation of a Programmable Logic Controller (PLC) system at the Water Treatment Plant and at the canal intake.

BACKGROUND | ANALYSIS

As part of the McDermont Field House sale agreement with the California Department of Housing and Community Development (HCD), HCD has stipulated that all sale proceeds be allocated to community projects. In response, staff have identified several potential projects within the Water Treatment Plant, Wastewater Treatment Plant, Streets, and Parks (see attached list).

The Water Treatment Plant (WTP), constructed in the mid-1970s, is in desperate need of upgrades and repairs. Among the projects identified is the upgrade of the Mission Control Unit, which includes the replacement of the Programmable Logic Controller (PLC) at the canal intake.

The WTP currently operates with two PLC systems: one located in the control room that allows staff to monitor flow rates and turbidity levels for each filter, and a second system that controls the pumps at the canal intake via cable/phone. The latter system has been non-operational for several years, necessitating manual operation of the canal intake pumps on-site. Additionally, staff has been unable to control flow at the WTP or receive immediate notifications when the plant goes offline. This situation leaves staff unaware of issues at the plant until the storage tank reaches a critically low level.

To address these challenges, a new PLC system is needed in the control room to enable staff to monitor WTP remotely. This system will provide access to multiple critical readings, enhancing overall plant operations management.

Staff reached out to several companies to obtain quotes for the PLC system upgrades at WTP. However, only two companies provided quotes, as detailed below:

	NAME OF COMPANY	CANAL INTAKE	WTP	TOTAL
1	Telstar Instruments	\$16,376	\$64,597	\$80,973
2	Innovative Controls	\$34,341.60	\$71,622	\$105,963.60

FISCAL IMPACT

This purchase will be made using the Clean California Grant.

<u>Budget/Funding</u>	<u>Fund No.</u>	<u>Fund Description</u>	<u>Budget FY</u>
\$100,000	300	McDermont Sales Proceeds	2024-2025

ATTACHMENTS

1. McDermont Funded Project List
2. Telstar Instruments Quotes
3. Innovative Controls Quote
4. Contract – Telstar PLC Installation

Reviewed/Approved: _____

McDermott Proceeds

Chicago Title \$ 796,546.00
 First Payment \$ 100,001.00
\$ 896,547.00

Legend	Expected Completion
In Progress	
Water Projects to be in construction in December 2024	
Completed projects	

Projects Description	Budget	Contracted Amount	Contractor	Status
1 Filtration Bank D Renovation at the SWTP	\$ 300,000.00	\$ 234,170.00	ERS Industrial Services, Inc.	Completed-See check no. 025418
2 Installation of Turbidity Meters at the Water Treatment Plant to filters A & D	\$ 50,000.00	\$ 52,041.00	Telstart Instruments	Project authorized by Council on September 26, 2023. Order was placed but due to supply
Additional Water Projects	Budget	Contracted Amount	Contractor	Status
3 Mission Control Unit Upgrade at Water Treatment Plant and at the Canal Intake	\$ 100,000.00	\$ 80,973.00	Telstar	Council to award on August 27, 2024 to Telstar Instruments
4 Sluice Gate at Wastewater Treatment Plant	\$ 42,000.00		\$16.K	City to order the gate and contractor to install
5 Slurry with Tulare County City has to pay a portion budgeted	\$ 64,945.00			
6 Construction of Pickle Ball Court	\$ 100,000.00	\$ 98,000.00		Contract Awarded on August 13, 2024
7 Rehabilitation of City of Lindsay Skate Park	\$ 185,000.00			Armando working on proposals
8 Replacement of Wastewater Treatment Plan piping	\$ 22,500.00	\$ 22,500.00		
9 4 Million Gallon Water Tank Reservoir Inside Wall & Floor cleaning & disinfection.	\$ 28,138.00	\$ 28,138.00		Liquivision to be here in a couple of weeks and work in one week.
10 Replacement of Influent Pump WWTP	\$ 23,000.00	\$ 23,809.50		Ordered in February 2024 from Rockwell Engineering & equipment
11 Replacement of WWTP Barscreen	\$ 75,000.00			Waiting on quotes
	\$ 640,583.00	\$ 539,631.50		
	Remaining to be spent	\$ 356,915.50		



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July 18, 2024

City of Lindsay
150 N. Mirage Ave.
Lindsay, CA 93247
Sent via Email: Namezcua@lindsay.ca.us

Attn: Neyba Amezcua
Subject: WTP Upgrade
Reference: SR 20-42349

Drawings: N/A
Specifications: N/A

Dear Neyba,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). Water Treatment Plant Upgrade.

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

1. Telstar will upgrade the main PLC at the WTP by providing one (1) complete new PLC with the following parts and converting the old program to the new program.
 - a. Processor P3-530
 - b. Power supply P3-01AC
 - c. Base P3-8B
 - d. Isolated Analog input card P3-04ADS
 - e. Digital input card P3-16ND3
 - f. Relay output card P3-08TRS-1
 - g. Analog input card P3-16AD-1
 - h. Analog output card P3-08DA
2. Telstar will clean up the existing panel at the influent building and provide and install one (1) new PLC with the following parts, programming of the new PLC is included.
 - a. Processor P3-530
 - b. Power supply P3-01AC



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- c. Base P3-8B
 - d. Isolated Analog input card P3-04ADS
 - e. Digital input card P3-16ND3
 - f. Relay output card P3-08TRS-1
 - g. Analog input card P3-16AD-1
3. Telstar will provide and install one (1) mission unit. Telstar will wire alarms to the mission unit for call out. We will also wire the Final turbidity and up to 4 more analog inputs to mission for alarms and display.
 4. Telstar will run a conduit from the influent building to the back filter building, along the fence using EMT conduit. One (1) ethernet cable will be run to communicate both PLC's.
 5. Telstar will provide and install (1) Stride linx global router to remotely communicate to existing HMI. **Note:** A cell SIM card will be needed. SIM card (Verizon or AT&T) will be provided by the City.
 6. Start up and Training of the mission unit and remote access will be provided. **Note:** City will need to make sure operators have username and password to access mission.

Lump Sum Price for Material	\$26,773.00
Lump Sum Price for Labor	\$37,824.00
Total Lump Sum Price for this Scope	\$64,597.00
Shipping and Handling for Telstar Supplied Materials IS INCLUDED	
Sales Tax IS INCLUDED	

This quotation is based on Customer's representation that this IS a prevailing wage project.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to COVID clause RE: MATERIAL PRICING AND DELIVERY under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Telstar is supplying only equipment specified and noted above.
- f. Please reference the above stated quote number in all correspondence and purchase orders.



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TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.



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Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of \$50.00 per week generated for said reports.

Authorized Signers: Only the following authorized signers of Telstar have the complete legal authority to bind contractual documents: Robert S. Marston (President/Secretary), John D. Gardiner (Vice President/Treasurer), Tammy Misenhimer (Contract Administrator). If a document is signed by an unauthorized signer, the document will be void and unenforceable.

Industry Material Pricing and Delivery: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to current industry labor shortages, shortage of containers, port congestion, and raw material shortages, that have extended lead times significantly. Telstar reserves the right to amend the delivery date and pricing of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez
Electrical Engineer / IC&E Specialist
Telstar Instruments
(559) 584-7116



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Contractor DIR #100000899

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July 18, 2024

City of Lindsay
150 N. Mirage Ave.
Lindsay, CA 93247
Sent via Email: Namezcua@lindsay.ca.us

Attn: Neyba Amezcua
Subject: WTP Canal Mission Unit
Reference: SR 20-42349

Drawings: N/A
Specifications: N/A

Dear Neyba,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). Water Treatment Plant Canal Mission Unit.

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

1. Telstar will remove the rigid plc unit at the canal to make space for the mission unit.
2. Telstar will provide and install one (1) mission unit at the Canal. Telstar will wire alarms to the mission unit for call out. We will also wire two pumps to be control by the mission unit when in Auto.
3. Telstar will program the Water treatment plant PLC to send a signal to mission to turn a canal pump on. **Note:** City to provide control strategies on how to control the canal pumps.
4. Start up and Training of the mission unit will be provided. **Note:** City will need to make sure operators have username and password to access mission.

Lump Sum Price for Material\$9,028.00
Lump Sum Price for Labor\$7,348.00
Total Lump Sum Price for this Scope\$16,376.00
 Shipping and Handling for Telstar Supplied Materials IS INCLUDED
 Sales Tax IS INCLUDED

This quotation is based on Customer’s representation that this IS a prevailing wage project.



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CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to COVID clause RE: MATERIAL PRICING AND DELIVERY under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Telstar is supplying only equipment specified and noted above.
- f. Please reference the above stated quote number in all correspondence and purchase orders.

TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any



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Contractor DIR #100000899

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governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

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Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

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Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.



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We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez
Electrical Engineer / IC&E Specialist
Telstar Instruments
(559) 584-7116



Lic. 965664

Date: 8/16/24

Attn: Neyba Amerzcua

Job: City of Lindsay Water Treatment SCADA

Condition: Cost not to exceed quote

Description

- Lindsays WTP is currently unable to control water level in the storage tank from the pumps located at Friant-Kern canal due to communications between the two controllers. Underground communications are severed and pumping plant controller is missing. Existing controllers are also outdated and obsolete.
 - Installation of two PLC's (Programmable Logic Controller) one at Friant pumping station providing control of two pumps, the PLC at the storage tank building providing measurement of the storage tank level (new transmitter), chlorine, ph. and turbidity. A long-range 900mhz radio link will be installed to allow the two controllers to communicate. Pumping plant PLC will host logic utilizing setpoints provided by the operator to control the level in the collecting tank along with alarms. A chlorine gas detector will be fitted in the chlorine room for alarming generation via text. Conduits and wire will be run to the necessary locations for proper termination of the measuring instruments.
- The treatment facility building contains an LCD (Liquid Crystal Display) which displays most of the facilities measurements but however is missing some crucial turbidity readings. Existing PLC does not have required space for added turbidity signals nor backplane space to add in required analog input cards.
 - Installation of a new PLC will provide the missing turbidity measurements allowing the existing LCD to display them. Existing controller will remain untouched.
 - A cellular gateway will be programmed and installed for remote monitoring/control of the LCD over phone, this will give the operator full access to the display as though they were standing in front of the LCD. Short hop 5ghz radios will be installed between the

two buildings to allow the LCD to interface with the tank and pumping plant controllers.

- Alarms will be created by evaluating the current measurement vs hi/low setpoints and will be texted out to phone numbers all of which can be changed by the operator remotely or onsite.
- Cellular gateway will also provide remote access to every onboard ethernet device for, programming, updating firmware or software and troubleshooting when needed. A strict ACL (Access Control List) located in the firewall will keep unwanted traffic from accessing any of the devices if credentials aren't met.

Keeping in mind that cities grow over time, ICSCADA is providing the capability for the system to grow overtime without the need to backtrack and incur extra costs when adding on to the system. System being installed is completely expandable and non-proprietary meaning you own every part of the system whether it be PLC, LCD or radio programming.

Contributions:

Some of the items that we feel will contribute to a successful implementation are:

- +13 years in business and over 35 years in experience.
- All current customers are long term, we are here for the long haul.
- California Licensed C10 contractor, Bonded and Insured
- UL 508a licensed. **If required** any panel built will have a UL rating to pass city and county inspection.
- We are more than just SCADA. We understand system hydraulics, motor control centers (MCC's), system operation. Which leads to proper equipment and control for the field application.
- We are always looking to the cutting edge, State-of-the-art equipment for communication and control technology.
- We understand the new technology must interface with existing equipment and strive to use standardized and open communications and operating systems. Cyber security is always neutralized on the highest level.
- All of our work is provided with training as needed.
- We feel Preventive Maintenance is an important part of low cost-long term efficient system operation.
- Keeping in mind that reliability, ease-of-use and open architecture are the key fundamentals we work around to build our products.
- Our basic architecture is to keep each individual system as an autonomous unit that will independently communicate with the process being controlled while still communicating with the office Human Machine Interface (HMI) computer.
- We understand the need for an implementation that serves the district needs and priorities within their day-to-day operation with the need to tailor our schedule accordingly.

Cost

Storage Tank Control Site

Description	Qty
PLC with I/O	1
Power Supply	1
UPS	1
7ah Battery	1
Ethernet Switch	1
Short Hop Radio	1
Outdoor Ethernet Cable	50
110VAC Receptacle	1
Backpan	1
Electrical Panel Comps.	1
Breakers	6
Antenna Mast	1
Antenna Mast Mount	1
9dB Yagi Antenna	1
Antenna Mount	1
1/2" Heliac Connectors	2
1/2" Heliac (Coaxial Cable)	40
Polyphaser	1
Jumper	1
900Mhz Long Range Radio	1
7" LCD	1
Conduit	1
Conduit Fittings	1
Analog Wire	1
Tank Level Sensor	1

Description
Installation/Termination
Radio Programming
PLC Programming
LCD Programming
Debugging
Documentation

Parts \$16,863.60

*Labor \$22,597.50

* Extra labor has been added in for PLC installation. Existing MCC does not provide adequate space for the correct enclosure and thermal conveyance the hardware requires. Extra conduit and wires have also been accounted for.

Friant Pumping Plant

Description	Qty
PLC with I/O	1
Power Supply	1
UPS	1
7ah Battery	1
Ethernet Switch	1
12x20x8 NEMA 12 Panel	1
Backpan	1
Electrical Panel Comps.	1
Breakers	5
Antenna Mast	1
Antenna Mast Mount	1
9dB Yagi Antenna	1
Antenna Mount	1
1/2" Heliac Connectors	2
1/2" Heliac (Coaxial Cable)	40
Polyphaser	1
Jumper	1
900Mhz Long Range Radio	1
Conduit	1
Conduit Fittings	1
Chlorine Sensor	1

Parts

\$14,471.60

Description
Installation/Termination
Radio Programming
PLC Programming
Debugging
Documentation

*Labor

\$19,870.00

Treatment Plant Main Building

Description	Qty
PLC with I/O	1
Power Supply	1
UPS	1
7ah Battery	1
Ethernet Switch	1
Short Hop Radio	1
Outdoor Ethernet Cable	50
110VAC Receptacle	1
Backpan	1
Electrical Panel Comps.	1
Breakers	6
Antenna Mast	1
Antenna Mast Mount	1
Cellular Gateway	1
Cellular Antenna	1
Cellular Jumpers	2
Conduit	1
Conduit Fittings	1

Description
Installation/Termination
Radio Programming
PLC Programming
Debugging
Documentation

Parts \$10,598.40

Labor \$21,562.50

Total Cost \$105,963.60

** Annual \$600 cellular cost for Static IP will start on May 1st of 2025.

Clarifications

1. Tax and Shipping not included
2. Quote good for 30 days from date posted
3. Assumes existing measuring devices all provide valid measurements over 4-20ma
4. Assumes both pumps are in working condition.
5. Modulation valve in-line with water storage tank is not part of this quote.
6. Any major construction changes or requirements not mentioned in the meeting are not part of this quote.
7. Assumes Verizon's service is good quality in area.



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 11.7
Action Items

DEPARTMENT: City Services
FROM: Neyba Amezcua, Principal Project Manager-QK, Inc.
Agenda Title: Annual Enterprise Pavement Impact Cost Reimbursement Study

ACTION & RECOMMENDATION

Accept and adopt the Annual Enterprise Pavement Impact Cost Reimbursement Study to take effect concurrently with the implementation of the new Water & Sewer Rates.

BACKGROUND | ANALYSIS

The City, with a population of nearly 13,000 residents, maintains a street network comprising of 16 miles of arterials and collectors and 20 miles of residential streets. The operations of the City's solid waste, water, and sewer enterprises contribute to the deterioration of these streets. The City's contract solid waste operations run heavy collection trucks over a majority of the City's streets, multiple times per week. Additionally, the water and sewer systems have infrastructure located beneath the streets, which leads to damage when access is needed for repairs or maintenance. Subsidence around underground infrastructure or leaks also causes severe damage, requiring excavation and refilling before any overlay work can be performed.

The purpose of this study is to analyze and quantify the annual damage to the City's streets caused by the activities of the water, sanitary sewer, and solid waste operations. The last study conducted in 2004 resulted in an additional 23.6% charge being added to each utility bill.

The analysis in this study confirms that the activities of the City's water, sewer, and solid waste operations lead to annual degradation of the City's roadways.

The table below summarizes the annual costs associated with the impact on the roadways, categorized by water, sanitary sewer, and solid waste enterprise funds.

These new amounts will be included as an annual operational expenditure for each enterprise fund, and a transfer to the 200-Street Improvement Fund will be required at the end of each fiscal year.

<u>Enterprise Fund</u>	<u>Amount</u>
Water	\$88,431
Sanitary Sewer	\$69,715
Solid Waste	\$530,018
Total Annual Improvement Costs	\$688,164

FISCAL IMPACT

Budgeted FY 2024-2025		Proposed SIP Study
Inflow	\$ 964,500.00	\$ 688,164.00
Water	\$ 321,500.00	\$ 88,431.00
Sewer	\$ 321,500.00	\$ 69,715.00
Refuse	\$ 321,500.00	\$ 530,018.00 *

The refuse fund may not be able to collect this full amount since the new rate study is being considered for Water and Sewer ONLY.

ATTACHMENTS

1. Annual Enterprise Pavement Impact Cost Reimbursement Study.

Reviewed/Approved: _____



Annual Enterprise Pavement Impact Cost Reimbursement Study

June 8th, 2022



Provost & Pritchard Consulting Group
3387 Bodero Lane
Chico, CA 95973



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

Bartle Wells Associates
2625 Alcatraz Ave, #602
Berkeley, CA 94705

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ES Executive Summary

Study Overview

The City of Lindsay (the “City”) lies in the heart of Tulare County, California. The City is home to nearly 13,500 residents and maintains a street network of 16 miles of arterials/ collectors and 20 miles of residential streets. The activities of the City’s solid waste, water and sewer enterprises damage the City’s streets. The Solid Waste enterprise sends heavy collection trucks over the majority of the City’s streets multiple times per week. The water and sewer enterprises have infrastructure under the streets. Damage is caused to the City’s streets when these enterprises cut into the streets to access the infrastructure or when subsidence around underground infrastructure or leaking from the underground infrastructure causes severe damage that must be dug out and refilled prior to an overlay.

The objective of this study is to analyze and quantify the annual damages to the City’s streets caused by the water, sanitary sewer, and solid waste enterprises.

Study Findings

The results from the analysis performed in this study demonstrate that the activities of the City’s water, sewer and solid waste enterprises cause annual degradation to the City’s roadways.

The table below, provides a summary of annual cost of the impact to the roadways grouped by either water, sanitary sewer, or solid waste enterprise fund.

Table 1 – Summary of Annual Roadway Improvement Costs, by Enterprise Fund

Enterprise Fund	Amount
Water	\$88,431
Sanitary Sewer	\$69,715
Solid Waste	\$530,018
Total Annual Improvement Costs	\$688,164

1. Study Objectives & Background

Study Objectives

Provost & Pritchard (P&P), with Bartle Wells Associates (BWA), was engaged by the City of Lindsay (the “City”) to perform an Annual Enterprise Pavement Impact Cost Reimbursement Study. The objective of this study is to analyze and quantify the annual damages to the City’s streets caused by the water, sanitary sewer, and solid waste enterprises. The following study describes the approach and methodology used to quantify the annual damages to the City’s streets caused by the water, sanitary sewer, and solid waste enterprises and provides the findings and recommendations of the project team.

City of Lindsay Streets

Street Network

The City maintains a street network of approximately 16 miles of arterials / collectors and 20 miles of residential streets.

Arterials serve as the primary conduits for mobility through metropolitan areas. They serve the major activity centers, carry the highest traffic volumes, and typically have the greatest number of travel lanes. Arterials will generally try to connect and provide continuity throughout urban corridor and area.

Collectors serve a critical role as they ‘collect’ traffic from local and residential streets and guide traffic to arterial streets. These will generally have lower traffic volumes and travel lanes compared to arterials. Collectors will typically connect residential and commercial areas at greater distances and traffic volumes compared to residential streets.

Residential streets serve as the primary access to residences. Multiple residential streets will connect to a collector or arterial as means of reaching other sections of the metropolitan area. These roads generally have the lowest traffic volumes, travel lanes, and posted speed limits.

Legal Environment

Utility rates are subject to the procedural and substantive requirements as set forth in Proposition 218. Since utility rates will pay for any amount transferred from the enterprise funds to the general fund to recover the cost of street damage, the amount transferred must comply with Proposition 218.

Proposition 218 was adopted by California voters in 1996 and added Articles 13C and 13D to the California Constitution. Article 13D, Section 6 governs property-related charges which the California Supreme Court subsequently ruled includes ongoing utility service charges such as water and wastewater charges. Article 13D, Section 6 establishes: a) procedural requirements for imposing or increasing property-related charges, and b) substantive requirements for those charges. Article 13D also requires voter approval for new or increased property-related charges but exempts from this voting requirement on rates for water and wastewater service. The substantive requirements of Article 13D, Section 6 require the City’s utility rates to meet the following conditions:

- Revenues derived from the fee or charge shall not exceed the funds required to provide the property related service.
- Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed.
- The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.

- No fee or charge may be imposed for a service unless that service is used by, or immediately available to, the owner of the property in question.
- No fee or charge may be imposed for general governmental services, such as police or fire services, where the service is available to the public at large in substantially the same manner as it is to property owners.

2. Solid Waste Enterprise Pavement Impacts

Every time a vehicle travels on pavement it causes the pavement to deteriorate. Pavement engineers generally use the concept of an equivalent single-axle load (ESAL) to measure the effects of axle loads on pavement. An 18,000-pound single axle load is 1.00 ESAL. The total ESAL value for a vehicle is the sum of the ESAL values for each of its axles. The ESAL of a vehicle multiplied by the number of times it drives over a section of pavement (passes) provides the weekly ESAL load placed on the pavement.

The following tables estimate the total weekly ESAL loads on the City’s residential streets and arterial and collector streets and identify the portion of the weekly ESAL load attributable to solid waste collection vehicles (Refuse Trucks). Determination of the ESAL for refuse and vacuum trucks were based on weight data provide by the City. Vehicle trip counts (i.e. passes / week) were determined from the Tulare County Association of Governments (TCAG) most recently available data on vehicle, pedestrian, and truck traffic counts within the City.

As seen in Table 2 and Table 3, below, the vehicles used in the solid waste pavement impacts were grouped into four (4) main categories. Refuse trucks include solid waste, recycling, and yard waste collection trucks. They are classified by the Federal Highway Administration (FHWA) as Class 6, three-axle single unit trucks. The vacuum truck is trailer mounted typically towed by a Class 3 truck, two-axle four-tire single-unit vehicle. On the residential streets ‘other trucks’ type generally consists of Class 5, two-axle six-tire single unit vehicles. These typically include school buses, emergency service vehicles, tow trucks, local delivery box trucks, and delivery vans. ‘Other trucks’ on the arterial / collector roads also include Class 7, four or more axle single unit trucks, Class 8, four or fewer axle single-trailer trucks, and Class 9, five-axle single-trailer trucks. Concrete trucks, dumpster hauler, and fuel delivery trucks are considered Class 7. Classes 8 and 9 are semi-tractors with trailers of various types. Class 7, 8, and 9 vehicles are omitted from the residential ESAL calculations since they don’t generally travel those streets. Automobiles are Class 2, which includes all standard cars with two-axes.

Table 2 – Weekly Residential Estimated ESAL Loading

Vehicle Type	Equivalent Single Axle Load (ESAL)	Passes / Week	Weekly ESAL Loading	Percent of Weekly ESAL Loading
Refuse Trucks	1.1111	6.00	6.66	24.78%
Vacuum Trucks	0.0017	0.85	0.00	0.00%
Other Trucks	0.1890	94.17	17.80	66.14%
Automobiles	0.0003	<u>9,322.50</u>	<u>2.44</u>	<u>9.08%</u>
Total		9,423.52	26.91	100.00%

Table 3 – Weekly Arterial and Collector Estimated ESAL Loading

Vehicle Type	Equivalent Single Axle Load (ESAL)	Passes / Week	Weekly ESAL Loading	Percent of Weekly ESAL Loading
Refuse Trucks	1.1111	6.00	6.66	6.63%
Vacuum Trucks	0.0017	0.85	0.00	0.00%
Other Trucks	0.2917	308.33	89.93	89.43%
Automobiles	0.0003	<u>15,108.33</u>	<u>3.96</u>	<u>3.94%</u>
Total		15,423.52	100.55	100.00%

The City’s streets are built to facilitate the movement of vehicles. While other factors contribute to the deterioration of pavement, the City’s streets are designed to handle a total number of ESALs over their useful life. A reasonable approximation of a vehicles’ portion of the total wear of pavement segment is its share of the weekly ESAL loading. In the City, the refuse truck share of weekly ESAL loading is 14.14% for residential streets and 3.43% for collectors and arterials.

Street replacement expenditures varying widely from year to year due to the timing of the need for street replacement projects (City streets are designed to last 40 years) and the City’s budget constraints. However, the annual wear placed on a street segment is caused by the annual ESAL load and is relatively consistent. The cost of the annual wear on a street segment is therefore not related to City’s actual expenditures in a given year. The cost of the annual wear is best approximated by the replacement and rehabilitation cost of a street segment divided by a segment’s useful life. Unit costs are derived from contractor bid data of recent, local construction projects collected by Provost &Pritchard, and adjusted accordingly to current rates based on reported annual inflation rates.

The following tables show the Refuse Truck portion of the City’s annual street replacement and rehabilitation costs.

Table 4 – Refuse Truck Portion of Residential Annual Replacement & Rehabilitation Cost

Annual Residential Cost	Amount
Area of City Streets (SF)	3,741,559
Replacement/ Rehabilitation Unit Cost (\$/SF)	<u>\$9.33</u>
Total Replacement/ Rehabilitation Cost (\$)	\$34,908,745
Useful Life (Years)	<u>40</u>
Replacement/ Rehabilitation Cost (\$/Year)	\$872,719
Overlay Unit Cost (\$/SF)	<u>\$4.55</u>
Total Overlay Cost (\$)	\$17,024,093
Overlay Frequency (Years)	<u>20</u>
Overlay Cost (\$/Year)	\$851,205
Refuse Truck ESALs	<u>24.78%</u>
Annual Refuse Truck Impact (\$)	\$427,189

Table 5 – Refuse Truck Portion of Arterial / Collector Annual Replacement & Rehabilitation Cost

Annual Arterial / Collector Cost	Amount
Area of City Streets (SF)	3,248,990
Replacement/ Rehabilitation Unit Cost (\$/SF)	<u>\$9.33</u>
Total Replacement/ Rehabilitation Cost (\$/SF)	\$30,313,077
Useful Life (Years)	<u>40</u>
Replacement/ Rehabilitation Cost (\$/Year)	<u>\$757,827</u>
Overlay Unit Cost (\$/SF)	<u>\$4.55</u>
Total Overlay Cost (\$)	\$14,782,904
Overlay Frequency (Years)	<u>20</u>
Overlay Cost (\$/Year)	<u>\$793,145</u>
Refuse Truck ESALs	<u>6.63%</u>
Annual Refuse Truck Impact (\$)	<u>\$102,829</u>

3. Water and Sewer Enterprise Pavement Impacts

Underground utility infrastructure (UUI) imposes ongoing wear on the streets above the UUI. This section quantifies the annual impact of that wear and identifies the portion of that wear attributable to the water and the sewer enterprises.

Types of Damage

Two categories of damage were identified in this study: utility trench patching and other severe damage.

Utility Trench Patching

Occasionally a utility will need to access its UUI. To access it, the utility will cut open a street and dig a trench. When the project is completed the utility fills in the trench and patches over the road. Damage occurs because the UUI repair lowers the structural integrity of the roadway. Opening of the trench reduces lateral support of the pavement, creating a 'zone' of weakened pavement, and reducing the lifespan of the pavement. Improperly backfilled and compacted trenches create sagging or slumping, reducing the lifespan of the pavement. Additionally, introducing cuts to the pavement will lead to water intrusion, resulting in the loss of fine materials from the underlying backfill material, which reduces pavement strength.

The following photos demonstrate trench patching documented during the field investigation. As seen in the photos, the trench patches cause the adjacent pavement to deteriorate with fatigue (alligator) cracking. Additionally, the patches don't appear to be properly sealed around the edges, which allows for additional water intrusion to the subsurface materials.



Figure 2: Trench Patch on Hickory Street



Figure 1: Trench Patch on Hickory Street

Other Severe Damage Attributable to UUI

Other severe damage can generally be categorized as subsidence, sinking, rutting of the utility trench. This might be caused by poor or deficient compaction of the utility trench backfill, migration or loss of utility trench backfill, and deformations of the utility. Damage occurs because the utility causes the roadway above it to sink or subside, reducing the strength and lowering the lifespan of the pavement.

The following photos demonstrate subsidence of UUI observed during the field surveys. As can be seen in the photos, there is fatigue (alligator) cracking and spalling along the trench edges. Additionally, the sunken pavement introduces cracks following the trench alignment, the cracks are not sealed, which allows for water intrusion along the UUI path. The pavement loses lateral strength as the roadway sinks, causing the damage observed, and thereby reducing the lifespan of the pavement.



Figure 3: Subsidence of UUI on Harvard Ave

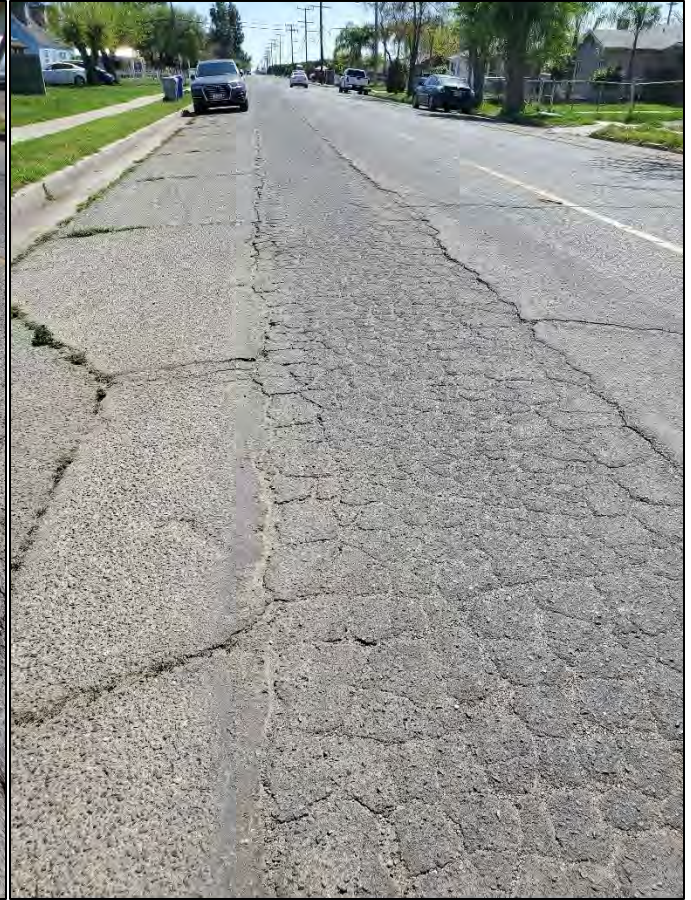


Figure 4: Subsidence of UUI on Honolulu Street

Methodology for Quantifying the Annual Cost Attributable to Utility Trench Patching

The City of Santa Cruz, CA compiled and analyzed the results of pavement studies conducted for the City of Burlington, VT, the City of Los Angeles, CA, the City and County of San Francisco, CA, and the City of Sacramento, CA. Santa Cruz determined that utility patches decrease the useful life of the pavement by at least 25%¹. The annual cost of the reduction in useful life can be determined by subtracting the replacement cost per square foot of pavement effected divided by the original useful life of the pavement, from the replacement cost per square foot of pavement divided by the reduced useful life.

Methodology for Quantifying the Annual Cost Attributable to Other Severe Damage Attributable to UUI

Severe damage requires the subsurface to be dug out and replaced before a street has an overlay. The annual cost attributable to severe damage attributable to UUI can be determined by dividing the cost per square foot to build up the subgrade to be suitable for an overlay by the useful life of the street (or length of time between overlays).

¹ Source: Analysis of the Impact of Utility Cuts on Rehabilitation Costs in Santa Cruz County, CA, November 2002

Quantity of Damage in the City of Lindsay

Provost & Pritchard conducted field surveys to determine the UUI impacts and provide a preliminary rating of the general roadway conditions. The field survey included 13 different roads, with four (4) classified as residential and the remaining nine (9) as arterial or collector. The field survey covered, in terms of linear footage, approximately 10% of all arterial or collector and approximately 2% of all residential streets within the City. Of the arterial and collector streets surveyed, approximately 24% experienced damage from trench patches and approximately 3.5% from other severe damage. Based on the field survey data for residential streets, approximately 11% experience damage from trench patches and approximately 2.5% from other severe damage.

The general condition of the roads surveyed ranged from ‘good’ to ‘poor’. Streets typically were rated better if they were recently improved (i.e., overlay) or showed minimal signs of impacts by UUI. Streets were typically rated lower if they lack rehabilitation or experience greater impacts from UUI. There was an, approximate, even distribution of road conditions between the arterial / collector and residential streets surveyed.

Based on the representation of roadway classifications, extent and type of UUI damage, and road conditions, Provost & Pritchard extrapolated the results of the survey across all the streets within the City.

Quantify Cost Attributable to UUI

To quantify the annual cost attributable to UUI, the annual cost per square foot attributable to each type of damage is multiplied by the percentage of surveyed segments with each type of damage and by the length of streets with underground utilities. Unit costs are derived from contractor bid data of recent, local construction projects collected by Provost & Pritchard, and adjusted accordingly to current rates based on reported annual inflation rates.

Table 6 and Table 7, below, demonstrate the annual overlay costs attributable to UUI damage caused by trench patching, grouped by residential and arterial / collector streets. Since a trench patch is repaired with a full depth base and asphalt section, improvement costs were based on a two-inch overlay of the entire street.

Table 6 – UUI Portion of Residential Annual Overlay Cost Due to Trench Patching

Annual Residential Cost	Amount
Area of City Streets (SF)	3,741,559
Overlay Unit Cost (\$/SF)	<u>\$4.55</u>
Total Overlay Cost (\$)	\$17,024,093
Useful Life (Years)	<u>20</u>
Overlay Cost (\$/Year)	\$851,205
25% Reduced Useful Life (Years)	15
Total Overlay Cost (\$/Year)	\$1,134,940
Roads with Trench Patches (%)	<u>11.35%</u>
Annual Overlay Cost (\$)	\$32,204

Table 7 – UUI Portion of Arterial / Collector Annual Overlay Cost Due to Trench Patching

Annual Arterial/Collector Cost	Amount
Area of City Streets (SF)	3,248,990
Overlay Unit Cost (\$/SF)	<u>\$4.55</u>
Total Overlay Cost (\$)	\$14,782,905
Useful Life (Years)	<u>20</u>
Overlay Cost (\$/Year)	\$793,145
25% Reduced Useful Life (Years)	15
Total Overlay Cost (\$/Year)	\$985,527
Roads with Trench Patches (%)	<u>24.09%</u>
Annual Overlay Cost (\$)	\$59,353

Table 8 and Table 9, below, demonstrate the annual replacement and rehabilitation costs attributable to other severe damage caused by UUI, grouped by residential and arterial / collector streets. Since other severe damage typically indicates a subsurface failure of the UUI, unit costs take into consideration a full depth replacement or rehabilitation of the UUI and roadway.

Table 8 – UUI Portion of Residential Annual Replacement & Rehabilitation Cost Due to Other Severe Damage

Annual Residential Cost	Amount
Area of City Streets (SF)	3,741,559
Replacement / Rehabilitation Unit Cost (\$/SF)	<u>\$4.69</u>
Total Replacement / Rehabilitation Cost (\$)	\$17,547,912
Useful Life (Years)	<u>20</u>
Replacement / Rehabilitation Cost (\$/Year)	\$877,396
Roads with Other Severe Damage (%)	<u>2.48%</u>
Annual Replacement / Rehabilitation Cost (\$)	\$21,759

Table 9 – UUI Portion of Arterial / Collector Annual Replacement & Rehabilitation Cost Due to Other Severe Damage

Annual Arterial/Collector Cost	Amount
Area of City Streets (SF)	3,248,990
Replacement / Rehabilitation Unit Cost (\$/SF)	<u>\$7.93</u>
Total Replacement / Rehabilitation Cost (\$)	\$25,764,491
Useful Life (Years)	<u>20</u>
Replacement / Rehabilitation Cost (\$/Year)	\$1,288,225
Roads with Other Severe Damage (%)	<u>3.48%</u>
Annual Replacement / Rehabilitation Cost (\$)	\$44,830

Allocate Cost Attributable to UUI Between Water and Sewer

The following tables illustrate the methodology and approach in determining the appropriate allocation of UUI damage for each UUI enterprise fund.

Table 10 below, provides a percentage breakdown of the UUI damage type based on the utility (water or sanitary sewer) and roadway classification (arterial / collector or residential). The impact percentage was determined based on the field survey data collected by Provost & Pritchard.

Table 10 – UUI Portions of Water and Sewer Impacts to Roadway Conditions

UUI Type	Road Classification	UUI Damage Type	Percent of Impact (%)
Arterial / Collector Trench Patch Damage			
Water	Arterial / Collector	Trench Patch	70
Sanitary Sewer	Arterial / Collector	Trench Patch	<u>30</u>
Total	Arterial / Collector	Trench Patch	100
Arterial / Collector Other Severe Damage			
Water	Arterial / Collector	Other Severe	19
Sanitary Sewer	Arterial / Collector	Other Severe	65
Storm Drain ¹	Arterial / Collector	Other Severe	<u>16</u>
Total	Arterial / Collector	Other Severe	100
Residential Trench Patch Damage			
Water	Residential	Trench Patch	100
Sanitary Sewer	Residential	Trench Patch	<u>0</u>
Total	Residential	Trench Patch	100
Residential Other Severe Damage			
Water	Residential	Other Severe	28
Sanitary Sewer	Residential	Other Severe	<u>72</u>
Total	Residential	Other Severe	100

¹ – Storm drain improvements are funded through the Sanitary Sewer Enterprise

Table 11, below, provides a breakdown of costs attributable to UUI by enterprise fund (water and sewer) and damage type.

Table 11 – UUI Costs by Damage Type and Enterprise Fund

Enterprise Fund	Damage Type	Amount
Water	Trench Patch	\$73,664
Water	Other Severe	\$14,767
Sanitary Sewer	Trench Patch	\$17,893
Sanitary Sewer	Other Severe	\$51,822

4. Summary and Recommendations

The results from the analysis performed in this study demonstrate that the activities of the City’s water, sewer and solid waste enterprises cause annual degradation to the City’s roadways. This analysis in this study conservatively estimated the magnitude of annual roadway degradation. Additionally, this study only focused on three types of roadway degradation, solid waste collection vehicle loads, utility trench patching, and severe areas of damage attributable to UUI. The project teams believe the cost of the actual annual damage attributable to the City’s water, sewer and solid waste enterprises is greater than the amounts represented in Table 12.

Table 12, below, provides a summary of annual cost of the impact to the roadways grouped by either water, sanitary sewer, or solid waste enterprise fund.

Table 12 – Summary of Annual Roadway Improvement Costs, by Enterprise Fund

Enterprise Fund	Amount
Water	\$88,431
Sanitary Sewer	\$69,715
Solid Waste	\$530,018
Total Annual Improvement Costs	\$688,164

Recommendations

- Annual transfer should be no more than the amounts identified above, increased annually by a cost index such as the Engineering News Record Construction Cost Index.
- Review transfer amount every five years



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 11.8
Action Items

DEPARTMENT: Finance

FROM: Lacy Meneses, Director of Finance
Neyba Amezcua, Principal Project Manager-QK, Inc.
Erik Helgeson, Bartle Wells Associates

AGENDA TITLE: 2024 Water and Wastewater Rate Study and Discussion Regarding Initiation of Proposition 218 Process

ACTION & RECOMMENDATION

1. Receive the Water and Sewer Rate Draft Study Report prepared by Bartle Wells and Associates and;
2. Provide direction on the recommended rate adjustments for the Water Enterprise Fund and;
3. Provide direction on the recommended rate adjustments for the Wastewater Enterprise Fund and;
4. Authorize Resolution No. 24-30 setting a Proposition 218 Public Hearing date where the recommended rate adjustments will be considered for adoption
5. Authorize staff to send a Notice of Public Hearing to City of Lindsay water and wastewater customers

BACKGROUND | ANALYSIS

In 2024, the City engaged BWA to perform a rate study to determine recovery of costs for providing water and sewer utility services. The primary purpose of this study was to analyze the City's water and sewer enterprise funds, incorporate the findings of the Pavement Impact Cost Study, and make recommendations that enhance financial sustainability and to review rates to ensure that they adhere to the State's legal requirements. This report summarizes key findings and recommendations for overall rate revenue increases over the next five years.

Proposition 218 establishes specific procedures and requirements for the adoption and increase of property-related fees and charges, including water and sewer rates. Local governments must provide notice of proposed rate increases to all affected property owners. A public hearing must be held to discuss the proposed increases, providing an opportunity for property owners to voice their concerns.

Staff recommends Lindsay City Council receive the water and wastewater rate study report and authorize mailing of Prop 218 notices to property owners of proposed rate adjustments and public hearing date.

FISCAL IMPACT

This item is strictly informational. Subsequent fiscal impacts are presented by Bartle Wells and are contingent upon a successful Prop. 218 hearing.

ATTACHMENTS

1. Water Rate Table Option 1, 2, & 3
2. Sewer Rate Table Option 1 & 2
3. Resolution No. 24-30
4. 2024 Water and Sewer Rate Study Report Draft (to be provided at Council Meeting)

Reviewed/Approved: _____

Water Summary Table 1

Water Rate Study - Draft 8/22/2024

OPTION 1						
Percent Increases Proposed		<i>70.0%</i>	<i>5.0%</i>	<i>5.0%</i>	<i>5.0%</i>	<i>5.0%</i>
Monthly Volumetric Rates	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
Existing Structure	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
Tier 1 (0-5 CCF)	\$0.00	\$1.94	\$2.04	\$2.15	\$2.26	\$2.38
Tier 2 (5+ CCF)	\$1.02	\$1.94	\$2.04	\$2.15	\$2.26	\$2.38
Monthly Fixed Rates	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
Multi-Unit (Per Unit)	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
<i>Meter Size</i>	\$19.97	Based on Meter Size				
5/8"	\$19.97	\$27.70	\$29.09	\$30.54	\$32.07	\$33.67
3/4"	\$19.97	\$27.70	\$29.09	\$30.54	\$32.07	\$33.67
1"	\$27.53	\$46.16	\$48.47	\$50.89	\$53.43	\$56.10
1 1/2"	\$35.71	\$92.33	\$96.95	\$101.80	\$106.89	\$112.23
2"	\$50.00	\$147.73	\$155.12	\$162.88	\$171.02	\$179.57
3"	\$69.19	\$295.45	\$310.22	\$325.73	\$342.02	\$359.12
4"	\$85.88	\$461.65	\$484.73	\$508.97	\$534.42	\$561.14
6"	\$102.55	\$1,200.28	\$1,260.29	\$1,323.30	\$1,389.47	\$1,458.94
8"	\$121.68	\$1,477.26	\$1,551.12	\$1,628.68	\$1,710.11	\$1,795.62
Fire Stand-By	\$13.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Water Summary Table 2

Water Rate Study - Draft 8/22/2024

OPTION 2						
Percent Increases Proposed		<i>50.0%</i>	<i>20.0%</i>	<i>5.0%</i>	<i>5.0%</i>	<i>5.0%</i>
Monthly Volumetric Rates	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
<i>Existing Structure</i>	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
Tier 1 (0-5 CCF)	\$0.00	\$1.71	\$2.06	\$2.17	\$2.28	\$2.40
Tier 2 (5+ CCF)	\$1.02	\$1.71	\$2.06	\$2.17	\$2.28	\$2.40
Monthly Fixed Rates	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
Multi-Unit (Per Unit)	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
<i>Meter Size</i>	\$19.97	Based on Meter Size				
5/8"	\$19.97	\$24.44	\$29.33	\$30.80	\$32.34	\$33.96
3/4"	\$19.97	\$24.44	\$29.33	\$30.80	\$32.34	\$33.96
1"	\$27.53	\$40.73	\$48.88	\$51.32	\$53.89	\$56.58
1 1/2"	\$35.71	\$81.47	\$97.76	\$102.65	\$107.78	\$113.17
2"	\$50.00	\$130.35	\$156.42	\$164.24	\$172.45	\$181.07
3"	\$69.19	\$260.69	\$312.83	\$328.47	\$344.89	\$362.13
4"	\$85.88	\$407.33	\$488.80	\$513.24	\$538.90	\$565.85
6"	\$102.55	\$1,059.07	\$1,270.88	\$1,334.42	\$1,401.14	\$1,471.20
8"	\$121.68	\$1,303.47	\$1,564.16	\$1,642.37	\$1,724.49	\$1,810.71
Fire Stand-By	\$13.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Water Summary Table 3

Water Rate Study - Draft 8/22/2024

OPTION 3						
Percent Increases Proposed		<i>35.0%</i>	<i>25.0%</i>	<i>15.0%</i>	<i>10.0%</i>	<i>5.0%</i>
Monthly Volumetric Rates	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
Existing Structure	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
Tier 1 (0-5 CCF)	\$0.00	\$1.54	\$1.93	\$2.22	\$2.45	\$2.58
Tier 2 (5+ CCF)	\$1.02	\$1.54	\$1.93	\$2.22	\$2.45	\$2.58
Monthly Fixed Rates	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
Multi-Unit (Per Unit)	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
Meter Size	\$19.97	Based on Meter Size				
5/8"	\$19.97	\$22.00	\$27.50	\$31.63	\$34.79	\$36.53
3/4"	\$19.97	\$22.00	\$27.50	\$31.63	\$34.79	\$36.53
1"	\$27.53	\$36.66	\$45.83	\$52.70	\$57.97	\$60.87
1 1/2"	\$35.71	\$73.32	\$91.65	\$105.40	\$115.94	\$121.74
2"	\$50.00	\$117.31	\$146.64	\$168.64	\$185.50	\$194.78
3"	\$69.19	\$234.62	\$293.28	\$337.27	\$371.00	\$389.55
4"	\$85.88	\$366.60	\$458.25	\$526.99	\$579.69	\$608.67
6"	\$102.55	\$953.16	\$1,191.45	\$1,370.17	\$1,507.19	\$1,582.55
8"	\$121.68	\$1,173.12	\$1,466.40	\$1,686.36	\$1,855.00	\$1,947.75
Fire Stand-By	\$13.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Sewer Summary Table 1
Sewer Rate Study - Draft 8/22/2024

OPTION 1						
Monthly Wastewater Rates	Percent Increases Proposed	5.0%	5.0%	5.0%	5.0%	5.0%
	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
Residential (Monthly Fixed, per dwelling)						
Single Family	\$36.88	\$38.07	\$39.97	\$41.97	\$44.07	\$46.27
Multi-Family	\$36.88	\$38.07	\$39.97	\$41.97	\$44.07	\$46.27
Mobile Homes	\$36.88	\$38.07	\$39.97	\$41.97	\$44.07	\$46.27
Non-Residential						
Commercial (Monthly Fixed, Per Customer)	\$36.88	\$28.28	\$29.69	\$31.18	\$32.74	\$34.37
Low Flow (Per CCF)		\$0.72	\$0.75	\$0.79	\$0.83	\$0.87
Medium Flow (Per CCF)		\$0.98	\$1.03	\$1.08	\$1.13	\$1.19
High Flow (Per CCF)		\$1.96	\$2.05	\$2.16	\$2.27	\$2.38
School						
Medium Flow (ADA)	\$0.22	\$0.21	\$0.22	\$0.23	\$0.24	\$0.26
Laundromats & Car Washes						
Flow (Per CCF)	\$1.85					Medium Strength Non-Residential
Hotels, Motels, & Hospitals						
Fixed (Per Unit)	\$7.28					Medium Strength Non-Residential
Restaurants						
Flow (Per CCF)	\$2.90					High Strength Non-Residential

Sewer Summary Table 2
Sewer Rate Study - Draft 8/22/2024

OPTION 2						
Monthly Wastewater Rates	Percent Increases Proposed	0.0%	7.0%	7.0%	7.0%	7.0%
	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
Residential (Monthly Fixed, per dwelling)						
Single Family	\$36.88	\$36.26	\$38.80	\$41.51	\$44.42	\$47.53
Multi-Family	\$36.88	\$36.26	\$38.80	\$41.51	\$44.42	\$47.53
Mobile Homes	\$36.88	\$36.26	\$38.80	\$41.51	\$44.42	\$47.53
Non-Residential						
Commercial (Monthly Fixed, Per Customer)	\$36.88	\$26.94	\$28.83	\$30.84	\$33.00	\$35.31
Low Flow (Per CCF)		\$0.68	\$0.73	\$0.78	\$0.84	\$0.90
Medium Flow (Per CCF)		\$0.93	\$1.00	\$1.07	\$1.14	\$1.22
High Flow (Per CCF)		\$1.86	\$1.99	\$2.13	\$2.28	\$2.44
School						
Medium Flow (ADA)	\$0.22	\$0.20	\$0.21	\$0.23	\$0.25	\$0.26
Laundromats & Car Washes						
Flow (Per CCF)	\$1.85					Medium Strength Non-Residential
Hotels, Motels, & Hospitals						
Fixed (Per Unit)	\$7.28					Medium Strength Non-Residential
Restaurants						
Flow (Per CCF)	\$2.90					High Strength Non-Residential

Sewer Summary Table 1
Sewer Rate Study - Draft 8/22/2024

OPTION 1						
Monthly Wastewater Rates	Percent Increases Proposed	5.0%	5.0%	5.0%	5.0%	5.0%
	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
Residential (Monthly Fixed, per dwelling)						
Single Family	\$36.88	\$38.07	\$39.97	\$41.97	\$44.07	\$46.27
Multi-Family	\$36.88	\$38.07	\$39.97	\$41.97	\$44.07	\$46.27
Mobile Homes	\$36.88	\$38.07	\$39.97	\$41.97	\$44.07	\$46.27
Non-Residential						
Commercial (Monthly Fixed, Per Customer)	\$36.88	\$28.28	\$29.69	\$31.18	\$32.74	\$34.37
Low Flow (Per CCF)		\$0.72	\$0.75	\$0.79	\$0.83	\$0.87
Medium Flow (Per CCF)		\$0.98	\$1.03	\$1.08	\$1.13	\$1.19
High Flow (Per CCF)		\$1.96	\$2.05	\$2.16	\$2.27	\$2.38
School						
Medium Flow (ADA)	\$0.22	\$0.21	\$0.22	\$0.23	\$0.24	\$0.26
Laundromats & Car Washes						
Flow (Per CCF)	\$1.85					Medium Strength Non-Residential
Hotels, Motels, & Hospitals						
Fixed (Per Unit)	\$7.28					Medium Strength Non-Residential
Restaurants						
Flow (Per CCF)	\$2.90					High Strength Non-Residential

Sewer Summary Table 2
Sewer Rate Study - Draft 8/22/2024

OPTION 2						
Monthly Wastewater Rates	Percent Increases Proposed	0.0%	7.0%	7.0%	7.0%	7.0%
	FY 24-25	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029
	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
Residential (Monthly Fixed, per dwelling)						
Single Family	\$36.88	\$36.26	\$38.80	\$41.51	\$44.42	\$47.53
Multi-Family	\$36.88	\$36.26	\$38.80	\$41.51	\$44.42	\$47.53
Mobile Homes	\$36.88	\$36.26	\$38.80	\$41.51	\$44.42	\$47.53
Non-Residential						
Commercial (Monthly Fixed, Per Customer)	\$36.88	\$26.94	\$28.83	\$30.84	\$33.00	\$35.31
Low Flow (Per CCF)		\$0.68	\$0.73	\$0.78	\$0.84	\$0.90
Medium Flow (Per CCF)		\$0.93	\$1.00	\$1.07	\$1.14	\$1.22
High Flow (Per CCF)		\$1.86	\$1.99	\$2.13	\$2.28	\$2.44
School						
Medium Flow (ADA)	\$0.22	\$0.20	\$0.21	\$0.23	\$0.25	\$0.26
Laundromats & Car Washes						
Flow (Per CCF)	\$1.85					Medium Strength Non-Residential
Hotels, Motels, & Hospitals						
Fixed (Per Unit)	\$7.28					Medium Strength Non-Residential
Restaurants						
Flow (Per CCF)	\$2.90					High Strength Non-Residential



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 24-30

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA, SETTING A PUBLIC HEARING FOR PROPOSED WATER & WASTEWATER RATE INCREASES.

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 27, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, Proposition 218 (Article XIII D of the California Constitution) requires that any proposed increases in water or wastewater rates be subject to a public hearing, providing all affected property owners the opportunity to be heard and protest the proposed increases; and

WHEREAS, the City of Lindsay has prepared a comprehensive rate study detailing the need for and impact of the proposed rate adjustments, which will be made available to the public for review prior to the public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lindsay as follows:

1. **Setting of Public Hearing:** The City Council hereby sets a public hearing for the proposed Water & Wastewater Rate increases on October 22, 2024, at 6:00 pm to be held at City Hall Council Chambers, located at 251 E. Honolulu St. Lindsay CA 93247
2. **Notice of Public Hearing:** The City Clerk is hereby directed to provide notice of the public hearing in accordance with Proposition 218 and applicable state law, including mailing notices to all affected property owners at least 45 days before the date of the public hearing.
3. **Availability of Rate Study:** The rate study supporting the proposed rate increases shall be made available for public review at City Hall and on the City's website at least 30 days before the public hearing.
4. **Public Comment:** All interested persons are invited to attend the public hearing and be heard regarding the proposed rate increases. Written comments may also be submitted to the City Clerk prior to or during the public hearing.
5. **Effective Date:** This resolution shall take effect immediately upon its adoption.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	August 27, 2024
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

Ramiro Serna, Mayor Pro Tem

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____
Maegan Peton, City Clerk



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 27, 2024

Item #: 11.9
Action Items

DEPARTMENT: City Manager
FROM: Daymon Qualls, City Manager
AGENDA TITLE: Designation of League of California Cities Voting Delegate and Alternate(s)

ACTION & RECOMMENDATION

Designate a voting delegate and alternate(s) for the 2024 League of California Cities Annual Conference scheduled for October 16-18, 2024; and direct staff to submit the choice of delegates using the online submission portal.

BACKGROUND | ANALYSIS

Appointment of a voting delegate and alternate(s) must be made each year in order to take part in the voting at the General Assembly. The City Council may also appoint up to two alternate delegates, one of whom may vote in the event that the designated delegate is unable to serve in that capacity.

The League of California Cities Annual Conference is scheduled for October 16-18, 2024, and the General Assembly is scheduled for Friday, October 18, 2024.

At this meeting, the League membership considers and takes actions on resolutions that establish League policy. Staff will bring back resolutions to Council for consideration after they have been published.

Those eligible to be a voting delegate or alternate(s) and who are attending this year's Conference include: Mayor Ramiro Serna, Councilmember Hipolito Cerros, and City Manager Daymon Qualls.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. 2024 Annual Conference Information Correspondence

Reviewed/Approved: _____



Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).