Visalia City Council

Visalia City Council

Meeting Agenda - Final

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Mayor Brett Taylor
Vice Mayor Liz Wynn
Council Member Steve Nelsen
Council Member Emmanuel Hernandez Soto
Council Member Brian Poochigian

Monday, August 18, 2025 **7:00 PM** **City Council Chambers**

ROLL CALL

CALL TO ORDER WORK SESSION - 4:30 PM (Unless otherwise noted)

PUBLIC COMMENTS

Citizens are now invited to comment on issues within the jurisdiction of the Visalia City Council and items listed on the Closed Session agenda. The Council asks that you keep your comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome. Each speaker will be allowed three minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

WORK SESSION AND ACTION ITEMS (as described)

1. **Administration Department Airport Division Overview Presentation -** Airport Division staff will present an overview of the Administration Department Airport Division to include a general overview of the operations, fuel sales, flight analytics, and project updates. **25-0356**

2. **Hillsdale Park and Storm Drain Basin Proposed Changes** - Receive the presentation on the Northside Scenic Corridor - Hillsdale Park/Storm Basin for a proposed change in project approach and provide direction to staff for the project. **25-0019**

3. **Fourth of July Post Report -** Receive a report summarizing the 2025 activities related to community engagement and public safety. **25-0330**

ADJOURN TO CLOSED SESSION - 6:00 PM (Or, immediately following Work Session)

CALL TO ORDER REGULAR SESSION - 7:00 PM

PLEDGE OF ALLEGIANCE

INVOCATION LED BY PASTOR JOHNNY RENTERIA, HEART OF THE VALLEY CHRISTIAN FELLOWSHIP

SPECIAL PRESENTATION / RECOGNITION

PUBLIC COMMENTS

This is the time for general public comment on issues within the jurisdiction of the Visalia City Council. Each speaker tonight may speak for up to 3 minutes during this general comment period on a matter that is not on this agenda.

The public may also make one comment for up to 3 minutes prior to the consideration of the Consent Calendar, and immediately before any regular agenda item is heard. The Council asks that you keep you comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome.

Each speaker will be allowed three minutes and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

ITEMS OF INTEREST

CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted in one motion.

This is the time for members of the public to provide public comment on an item on the Consent Calendar. Comments will not be taken individually by the public if an item is pulled by a Council Member. Each speaker is allowed up to 3 minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling you name and providing your city of residence.

1. **Authorization to read ordinances by title only.** 25-0253

2. **Award Purchase Order to Golden State Emergency Vehicle Service-** Authorize a purchase order in the amount of $133,893.88 to Golden State Emergency Vehicle Service for repairs on Fire Truck 51 and appropriate $133,893.88 from the General Fund. 25-0194

3. **Approval of Change Order for the Caldwell Avenue Widening Project** - Approve Contract Construction Change Order for the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane in the amount of $271,830.61. 25-0282

4. **Commercial Solid Waste Container Purchase Contract -** Authorize the City Manager to award a 4-year Sourcewell contract to Wastequip Manufacturing Company, LLC for the purchase of solid waste commercial bins, roll off containers, and supplies for the total amount not to exceed $2,643,000 over four (4) years. 25-0317

5. **Airport Sewer Lift Station Rehabilitation Project Award & Appropriation of Funds** - Authorize the City Manager to award the construction contract to GSE Construction for the Airport Sewer Lift Station Rehabilitation Project in the amount of $713,650 and authorize the additional appropriation of funds in the amount of $272,000 from the Wastewater Fund (431). **25-0331**

6. **Summary Abandonment of a portion of City Property** - Request authorization to adopt Resolution No. 2025-61 ordering the summary vacation and abandonment of City owned excess property along the south side of the Mill Creek Trail between Demaree Street and Main Street. **25-0332**

7. **Authorization to Award Traffic Data Collection Services Contract -** Authorize the City Manager to award the contract to AimTD LLC to perform traffic data collection services in an amount not to exceed $55,000 annually, with the option to renew for up to four (4) one-year periods. **25-0336**

8. **Authorize State Transit Grant Applications and Appropriation of Funds -** Authorization to submit two (2) grant applications to the California Department of Transportation to fund the Regional Transit Green Line Call Center in the amount of $215,000 and Travel Training in the amount of $110,000 for the total amount of $325,000, and appropriate the funds if awarded and received. Section 5310 (Resolution No. 2025-62 required) **25-0340**

9. **Record Final Parcel Map** - Authorize the recording of the final parcel map for Tentative Map No. 2024-07 located on Ferguson Avenue, 650 lineal feet east of Linwood Street. (APN: 077-190-015) **25-0342**

10. **Measure R Trails Reallocation of Funds -** Authorization to reallocate Measure R Trail Funds between project categories within the City of Visalia's Measure R Trail funding allocation of $30,390,000 as outlined in this report. **25-0345**

11. **Award a Contract for Maintenance, Repair, Testing, & Inspection of City-owned Fueling Facilities-** Authorize the City Manager to award an annual contract to Precision Environmental Services for maintenance, repair, testing and inspection of City-owned fueling facilities. The Contract shall not exceed $50,000.00 annually and is renewable each year for a potential total of five (5) years. **25-0348**

12. **Reimbursement Agreement Amendment** - Authorize the City Manager to execute an amendment to the existing reimbursement agreement with Visalia Shirk, LLC., established with the development of the apartment complex “Tuscany Villas”, located at the northeast corner of Shirk Street and Doe Avenue. **25-0349**

13. **Approve an Emergency Contract with Holloway Environmental -** Approve a 1-year emergency contract with Holloway Environmental not to exceed $144,000 to dispose of the 2024 biosolids stockpile generated at the Visalia Water Reclamation Facility and the appropriation of $220,000 from the Wastewater Fund. **25-0350**

14. **Record Final Subdivision Map** - Request authorization to record the final map for Shepherds Ranch II Phase 1, located on the east side of Clancy Street, approximately ¼ mile south of West Goshen Avenue (72 lots). **25-0351**

15. **Approve a contract amendment with Mike Clark Trucking -** Approve an amendment to the contract with Mike Clark Trucking to increase the annual not-to-exceed amount from $170,000 to $226,800 to haul biosolids from the Visalia Water Reclamation Facility. **25-0352**

16. **Notice of Completion** - Request authorization to file a Partial Notice of Completion for Highland Park, Unit Nos. 3 & 4 subdivision, excepting the exterior landscape outlot improvements, located at the northwest corner of Riggin Avenue and Giddings Street. **25-0360**

17. **Notice of Completion** - Request authorization to file a Notice of Completion for Sycamore Heights subdivision, located at the northeast corner of Ferguson Avenue and Akers Street, containing 91 residential lots. **25-0361**

REGULAR ITEMS AND PUBLIC HEARINGS

Comments related to regular Items and Public Hearing Items are limited to three minutes per speaker, for a maximum of 30 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

1. **Authorization to Amend the Measure N Spending Plan -** Conduct the first of two Public Hearings to amend the Measure N Spending Plan to increase allocated funds for the modernization of elevators within both parking structures and Fire Station 52. **25-0353**

CLOSED SESSION REPORT

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings **25-0251**

Tuesday, August 19, 2025 @ 6:00 p.m. Special Joint Meeting with Visalia City Council and Visalia Planning Commission at Visalia Convention Center, 303 E. Acequia

Tuesday, September 2, 2025 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates and times are subject to change, check posted agenda for correct details. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings contact 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.

Visalia City Council

Staff Report

File #: 25-0356 **Agenda Date:** 8/18/2025 **Agenda #:** 1.

Agenda Item Wording:
Administration Department Airport Division Overview Presentation - Airport Division staff will present an overview of the Administration Department Airport Division to include a general overview of the operations, fuel sales, flight analytics, and project updates.

Prepared by:
Jody Miller, Airport Manager, (559)713-4215, Jody.Miller@Visalia.Gov
John Lollis, Assistant City Manager, (559)713-4323, John.Lollis@Visalia.Gov

Department Recommendation:
Receive a presentation from the Airport Division.

Summary:
Airport Division staff will provide an overview of the Visalia Municipal Airport, including a general overview of the state of the airfield, aviation fuel sales, flight operation trends, project updates, and future Airport endeavors.

Fiscal Impact: N/A

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
No motion required.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/18/2025

Attachments: Airport Division 2025 Presentation



Visalia Airport (KVIS)

Airport History

- First airport in Tulare County (1929)
  * Putnam Field
- Visalia Army Air Field (1942)
  * Anti-submarine patrols
- War Department transfer to City (1946)
- United Airlines Service (1946-1979)
- Essential Air Service (1978-2016)

Airport Details

- 821 acres
- Runway 12/30 – 6,562 feet; Helipad
- Airport-Based Aircraft: 198
    * Single-engine: 147
    * Multi-engine: 45
    * Jet: 3
    * Helicopter: 3



Airport Services

- Maintenance
  - * Aircraft Mechanical Services, Inc.
  - * California Aviation Maintenance, Inc.
  - * Ly-Con Aircraft Engines
- Charter Services
  - * Mack Aviation, LLC
  - * Optimal Aviation Services, LLC
  - * Shanair, LLC
- Aircraft Rental and Flight Instruction
  - * Visalia Flyers, LLC



Airport Focuses

- Modernization
    * Terminal refresh
    * FAA Communication Infrastructure Update
    * New Airfield Sweeper

- Community Outreach
    * Field Trips
    * Internship Opportunities
    * Wings and Wheels
    * Young Eagle Partnership Through Experimental Aircraft Association (EAA)

- Future Airport Development and Emerging Trends



Terminal Refresh

- Bathroom Remodel
- New Flooring
- New Furniture
- New Appliances
- New Paint







Modernization



- FAA Communication Infrastructure Update



- New Airfield Sweeper


$20 Registration, first 25 to Register get a Free T=Shirt!
VISALIA AIRPORT
1st Annual
WINGS AND WHEELS
CAR SHOW
(559) 713-4282
Call To Register!
2023
VISALIA
April 8th
11-1pm


FREE TO THE PUBLIC
2ND ANNUAL VISALIA AIRPORT WINGS AND WHEELS CAR SHOW
VISALIA AIRPORT
MAY 25TH 2024
10AM-3PM
FOR INFO CALL
(559) 713-4282


April 26th
VISALIA AIRPORT
10am-2pm
Free to the Public
3rd Annual Wings and Wheels Car Show



Visalia Municipal Airport hosted the 3rd Annual Wings and Wheels Car and Plane show on April 26, 2025.

Flight Analytics

Estimated Annual Flight Operations:

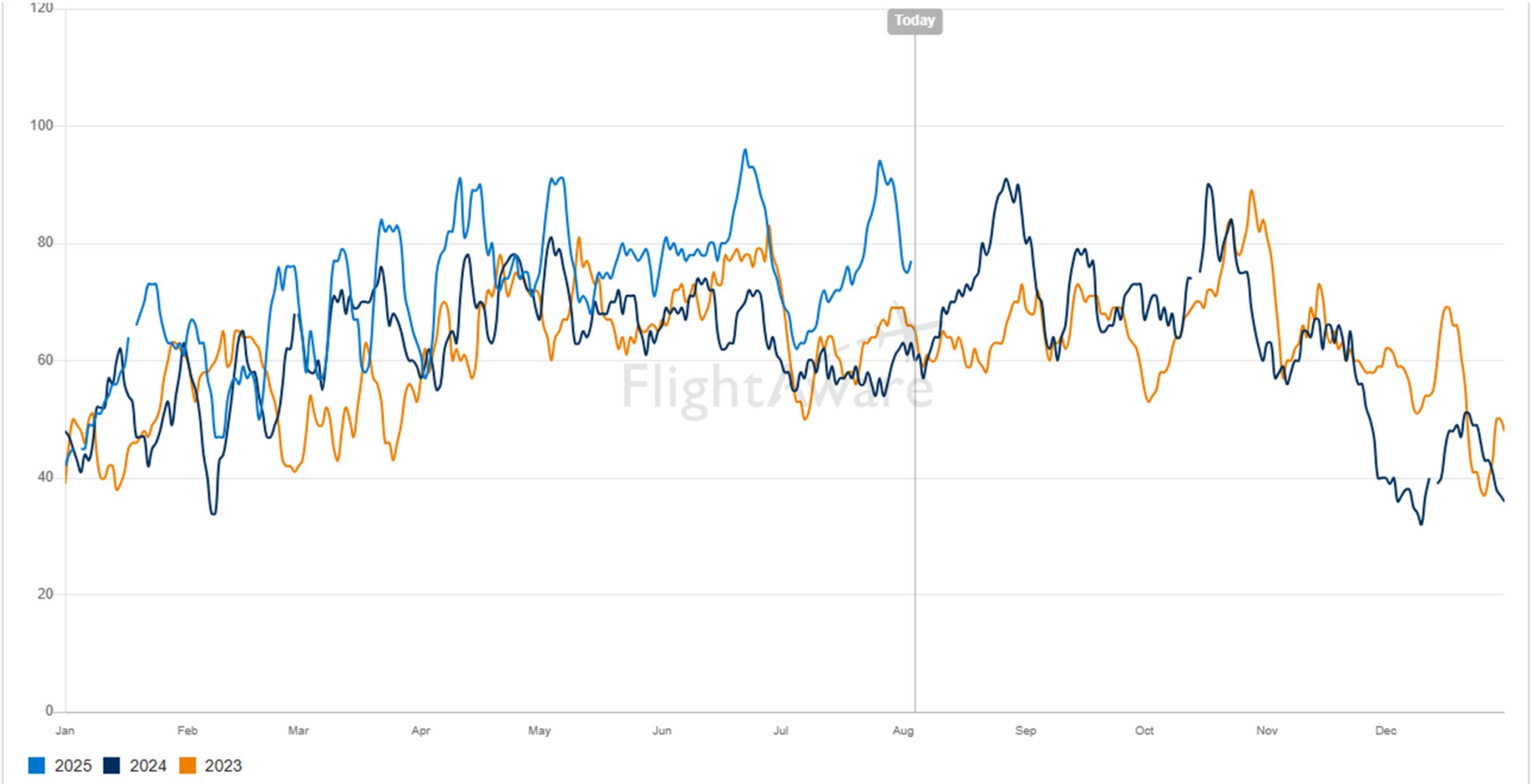
2025: On pace for 42,000

2024: 34,500

2023: 33,000



Operations


120
100
80
60
40
20
0
Today
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2025
2024
2023

Aviation Fuel Sales

FY 2020-21: 306,386 gallons of fuel

FY 2024-25: 322,000 gallons of fuel

*** 5% Increase**

July 2025 fuel sales for this year showed continued upward trend, with total gallons sold up almost 18% over July 2024

July 29, 2025 saw the highest volume of Jet Fuel in gallons sold (5796) on record



Airport Projects

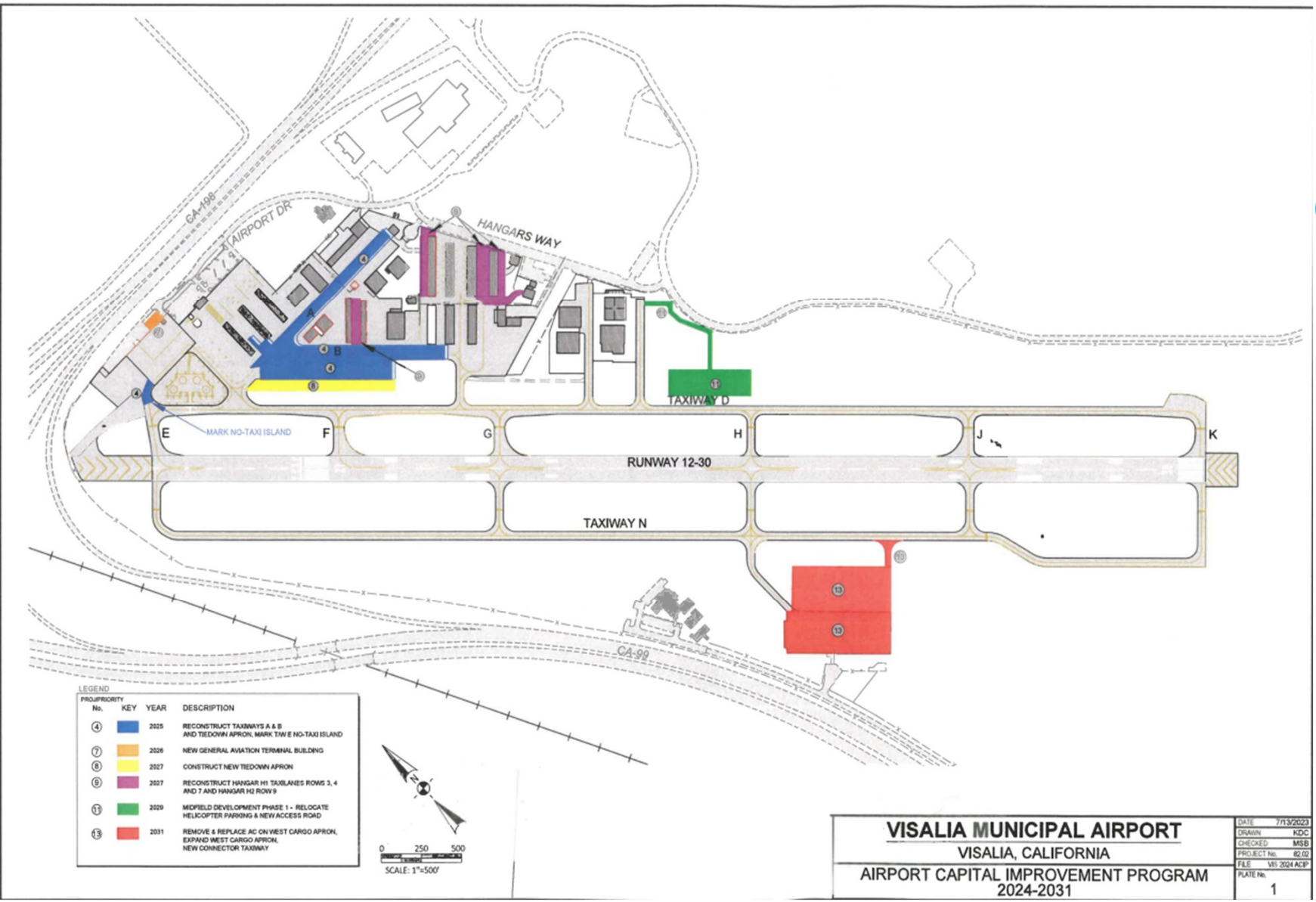


- Airport Layout Plan Update
- Reconstruct Taxiways A & B
- New General Aviation Terminal
- New Tiedown Apron
- Reconstruct Hanger Taxilanes
- Relocate Helicopter Parking and New Access Road
- Replace and Expand West Cargo Apron and New Connector Taxiway

Airport Projects

LEGEND

PROJ/PRIORITY No.	KEY	YEAR	DESCRIPTION
④		2025	RECONSTRUCT TAXIWAYS A & B AND TIEDOWN APRON, MARK T/W E NO-TAXI ISLAND
⑦		2026	NEW GENERAL AVIATION TERMINAL BUILDING
⑧		2027	CONSTRUCT NEW TIEDOWN APRON
⑨		2027	RECONSTRUCT HANGAR H1 TAXILANES ROWS 3, 4 AND 7 AND HANGAR H2 ROW 9
⑪		2029	MIDFIELD DEVELOPMENT PHASE 1 - RELOCATE HELICOPTER PARKING & NEW ACCESS ROAD
⑬		2031	REMOVE & REPLACE AC ON WEST CARGO APRON, EXPAND WEST CARGO APRON, NEW CONNECTOR TAXIWAY


AIRPORT DR
HANGARS WAY
TAXIWAY D
MARK NO-TAXI ISLAND
E
F
G
H
J
K
RUNWAY 12-30
TAXIWAY N
CA-99
LEGEND
PROJ/PRIORITY No.
KEY
YEAR
DESCRIPTION
④ 2025 RECONSTRUCT TAXIWAYS A & B AND TIEDOWN APRON, MARK TAXI E NO-TAXI ISLAND
⑦ 2026 NEW GENERAL AVIATION TERMINAL BUILDING
⑧ 2027 CONSTRUCT NEW TIEDOWN APRON
⑨ 2027 RECONSTRUCT HANGAR H1 TAXILANES ROWS 3, 4 AND 7 AND HANGAR H2 ROW 9
⑪ 2029 MIDFIELD DEVELOPMENT PHASE 1 - RELOCATE HELICOPTER PARKING & NEW ACCESS ROAD
⑬ 2031 REMOVE & REPLACE AC ON WEST CARGO APRON, EXPAND WEST CARGO APRON, NEW CONNECTOR TAXIWAY
0 250 500
SCALE: 1"=500'
VISALIA MUNICIPAL AIRPORT
VISALIA, CALIFORNIA
AIRPORT CAPITAL IMPROVEMENT PROGRAM
2024-2031
DATE 7/13/2023
DRAWN KDC
CHECKED MSB
PROJECT No. 82.02
FILE VIS 2024 ACIP
PLATE No. 1

Essential Air Service

- SeaPort Airlines terminate operations on January 15, 2016
- FAA created Community Flexibility Pilot Program (2015) for 10 EAS Airports to participate
- Visalia only Airport to participate in Pilot Program
- Visalia Airport received $3.7 million for capital improvements for no EAS 2017-2026
- FAA still to determine if it will allow reauthorization/renewal of the Community Flexibility Program

What's Next

* New General Aviation Terminal
* Staff to initiate a discussion with the City Council and Leadership regarding Essential Air Service/Community Flexibility Pilot Program Reauthorization
* New Facilities
* FBO/Fuel Provider Options
* Pavement Maintenance
* Solar Field/Microgrid Development
* Industrial Development (Air Cargo)



Questions?

File #: 25-0019 **Agenda Date:** 8/18/2025 **Agenda #:** 2.

Agenda Item Wording:
Hillsdale Park and Storm Drain Basin Proposed Changes - Receive the presentation on the Northside Scenic Corridor - Hillsdale Park/Storm Basin for a proposed change in project approach and provide direction to staff for the project.

Deadline for Action: 8/18/2025

Submitting Department: Community Development

Contact Name and Phone Number:
Katherine Woodhull-Fuget, Associate Engineer, Katherine.Woodhull-Fuget@visalia.city, (559) 713-4447; Chris Crawford, City Engineer, Chris.Crawford@Visalia.city, (559) 713-4331; Jason Huckleberry, Director of Engineering and Building, Jason.Huckleberry@visalia.city, (559) 713-4495

Department Recommendation:
Staff recommends that City Council receive the staff report with the presentation on the Northside Scenic Corridor - Hillsdale Park/Storm Basin for a proposed change in project approach and recommends that the City Council select Alternative Approach 1: Deepening the Existing Linear Basin as the preferred plan and direct staff to proceed with design as applicable.

Summary:
The Northside Scenic Corridor/Hillsdale Basin, located just north of Hwy 198 between Shirk St and Akers St, was previously graded to a maximum depth of 7 ft with shallow side slopes. This was Council's direction in order to serve as passive open space with the intent to address future tributary area capacity needs by acquiring land and expanding the basin westward with the same depth and slopes.

Staff is recommending Council choose between two alternative approaches instead of proceeding with the current plan of linear westward expansion. Alternative Approach 1 - Deepening the Existing Linear Basin is the preferred alternative by staff as the most space-efficient and cost-effective solution.

Alternative Approach 1 - Deepening the Existing Linear Basin: This alternative would redesign the existing shallow linear basin by deepening the existing basin to meet the capacity needs of the future larger tributary area without expanding the basin footprint. A trail would be provided around the perimeter of the basin to serve as passive open space. Additional landscaping would be provided between the trail and the basin for residents to enjoy and additional landscaping would be provided along the highway fencing to provide a more appealing aesthetic look from the highway.

Northwest of the Scenic Corridor Basin is an existing developer-owned temporary basin on the south

side of Hillsdale Ave. Based on the design calculations for the existing Scenic Corridor Basin the temporary basin off Hillsdale is redundant for the current tributary area and can be backfilled by the developer.

Alternative Approach 2 - Expanding the Developer Basin: This alternative involves the acquisition of the temporary basin parcel and expansion of the developer basin to serve the future larger tributary area.

The alternative approaches will be discussed in the presentation in more detail.

Background Discussion:
The Northside Scenic Corridor Basin is located just north of Hwy 198 roughly halfway between Akers St and Shirk St. This basin lies within the Visalia West SR-198 Scenic Corridor, an area that has been the subject of Council discussion for decades.

Most recently, staff came to Council in 2020 to discuss two new developments, Walnut Park Estates and Hillsdale Southland, and sought Council direction on the design of the regional basin. Council at the time directed staff to design a portion of the regional basin to a shallow depth, permit the developer to perform the excavation, defer the landscaping and construction of passive recreation amenities, and eliminate groundwater recharge from the project by omitting construction of a tie-in to Mill Creek. The landscaping and passive recreation amenities were deferred to allow the development of a Scenic Corridor plan. Groundwater recharge was eliminated from the project in favor of more cost-effective recharge locations further east.

The Visalia West SR-198 Scenic Corridor has a long history. Initially defined as Highway 198 west of Visalia, this region was designated as a scenic highway in the Tulare County General Plan as far back as 1964 and in the Master Plan for State Scenic Highways in 1966. The scenic corridor has since been the subject of numerous planning and development studies, including the West Visalia Specific Plan adopted in 1988.

The West Visalia Specific Plan called for the preservation and protection of the agrarian land uses between Plaza Park and Akers Street through discouraging conversion of agricultural land to urban uses except for designated parcels, establishing design and landscape standards, and encouraging the City of Visalia to acquire properties to preserve the scenic corridor. The plan further called for intensive landscaping of the freeway right-of-way, primarily in the interchanges. A “natural, forested” aesthetic approach was prescribed, and a detailed plant palette was included in the plan appendices.

The topic of the scenic corridor region was brought back to Council discussion numerous times between the adoption of the West Visalia Specific Plan in 1988 and the adoption of the current General Plan in 2014. Several different concept plans were discussed, including various setback widths, stormwater or groundwater recharge facilities, Ag Enterprise zoning, Agricultural-only zoning, or a combination of Ag and Ag Enterprise zoning.

In 2011, the General Plan Update Review Committee took up the West SR-198 Corridor as a stand-alone policy discussion item. There was broad consensus that the establishment of an approximately 200-foot setback on either side of SR-198 was an acceptable solution to establishing a natural scenic entry corridor to the City. This resulted in the City Council adopting the 200-ft setback scenic corridor as part of the General Plan Update process in 2014.

No significant changes in the planning approach for the scenic corridor occurred between adoption of the General Plan in 2014 and when staff came to Council in 2020 to discuss the Walnut Park Estates and Hillsdale Southland subdivisions.

The location of the Northside Scenic Corridor Basin was originally part of a larger 17-acre parcel purchased by the City in 2006 for the future scenic corridor. The parcel was kept fallow between 2006 and 2015, when City Council authorized the planting of walnuts. In 2019, the northern 11.22 acres of the site was sold to San Joaquin Valley Homes for the Hillsdale Southland subdivision while the 200-ft setback was retained for the scenic corridor as specified in the 2014 General Plan.

Scenic Corridor Considerations:
As noted above, Visalia has long understood the importance of recognizing its agricultural heritage and has sought ways that this recognition could be interwoven into the urban development fabric of the community. With the adoption of the 2030 Visalia General Plan, Policy PSCU-P-12 was created resulting in the establishment of the 200-foot open space setback along portions of the Highway 198 corridor between the Akers/198 interchange to the east and the Plaza/198 interchange to the west as an area to be preserved as an open space corridor. A copy of this policy is attached to this report for reference.

Although the preservation of open space along this area has been thoroughly analyzed and discussed through the use of various workshops, community input, and formation of a task force; none of these efforts resulted in establishing an adopted planning strategy on how this open space area would be developed, nor did these efforts result in what type of amenities should be included within an open space corridor (i.e., passive use vs. recreational use). Based on recent project submittals in the area seeking to urbanize properties adjacent to the setback area, and the need to expand the capacity of the stormwater basin as noted in this report, staff will be returning to Council to discuss and seek direction on formulating a strategy for addressing an open space concept plan for this corridor, as this discussion on the visioning of this corridor warrants a broader discussion with Council.

Basin Expansion Considerations:
The installation of a stormwater trunkline in Shirk is slated for construction within the next few years, which will connect the full tributary area to the Northside Scenic Corridor Basin. The current linear basin was sized for the adjacent subdivisions and does not have adequate capacity for the full regional tributary area. Additional capacity must be provided before the completion of the stormwater trunk in Shirk.

The current Linear Expansion approach would provide the required capacity by expanding westward from the existing linear basin toward Shirk. This would involve acquiring over 8 additional acres including two residences, demolishing the houses, removing existing utilities including septic systems, and expanding the basin at the same slopes and depth. This approach will be very costly and inefficient. Engineering suggests abandoning the current approach and instead proposes two alternatives.

Alternative Approach 1, Deepening the Existing Linear Basin, achieves the required capacity by deepening the existing linear basin from 7 ft to 18 ft. The pedestrian trail around the perimeter of the basin would be retained, with landscaping and a fence above the basin high-water level added. This

would also include additional landscaping along the highway fencing. This approach does not require any land acquisition for storm purposes, decreasing costs and enabling excavation to occur much sooner. Additionally, the added depth will allow the storm drain trunk to drain completely, easing maintenance and decreasing standing water vector concerns. Alternative Approach 1 is Engineering's recommended approach.

Alternative Approach 2, Expanding the Developer Basin, achieves the required capacity by acquiring and expanding an existing developer-owned temporary basin at the southeast corner of Hillsdale Ave and Marcin St. The temporary basin was put in by the Oakwest 7 Subdivision. While the land the basin sits on is zoned conservation, the basin is located outside the 200-foot setback established by the 2014 General Plan. This approach would achieve the required capacity outside the 200-foot setback. While this alternative approach is superior to the current westward linear expansion approach, it does require land acquisition and will only allow most but not all of the storm drain trunk to drain completely. Engineering therefore recommends Alternate 1 over Alternate 2.

Fiscal Impact:
The proposed changes in project approach will require a realignment of funds. The current land acquisition-focused project, CP9719, is funded by Fund 221 Storm Sewer Construction and 211 Recreational Facilities as shown below:

Current Project Funding (CP9719)

221 Fund (Storm Sewer Construction)	$ 387,000
211 Fund (Recreational Facilities)	$ 285,000
FY24/25 CP9719 Total Project Budget	$ 672,000

The current project budget is insufficient for the current linear expansion approach.

Alternative Approach 1: Deepening the Existing Linear Basin - Fiscal Impact
Alternative Approach 1 does not require any land acquisition for stormwater purposes.

Alternative Approach 1: Deepening the Existing Basin	Estimated Cost	Fund
Basin Design	$ 100,000	221 Storm
Construction and Landscaping	$ 953,000	221 Storm
Construction Contingency (20%)	$ 191,000	221 Storm
Construction Administration (15%)	$ 143,000	221 Storm
Grand Total	**$ 1,387,000**	
Storm Total	$ 1,387,000	221 Storm
Recreation Total	$ 0	211 Parks
Anticipated 221 Storm Shortfall	($ 1,000,000)	
Anticipated 211 Parks Surplus	$ 285,000	

Should Council select Alternative Approach 1, staff expects to have sufficient funding for design in the

current project budget. Staff would plan on requesting a reallocation of funds, releasing Fund 211 (Parks) surplus and appropriating additional funds from Fund 221 (Storm), at the time of the construction award.

The estimated construction cost includes excavation of the existing linear basin, fencing above the high-water level, and landscaping around the basin perimeter. A pedestrian trail will be retained in the landscaped perimeter. This approach does not use Recreational Facilities (211) funds. Landscaping the perimeter would be paid for either by Storm (221) or a greening grant.

Alternative Approach 2: Expanding the Developer Basin - Fiscal Impact

Alternative Approach 2 involves acquiring 3.63 acres of land at the southeast corner of W Hillsdale Ave and S Lindsay St, which includes an existing developer-owned temporary storm water basin under an acre in size. This land is zoned for Open Space and is labeled as Conservation. Roughly 0.92 of the 3.63 acres lies within the 200 ft setback from SR-198 so within the Scenic Corridor area.

Alterative Approach 2: Expanding the Developer Basin	Estimated Cost	Appropriate Fund
Land Acquisition for Basin (2.71 ac)	$ 407,000	221 Storm
Land Acquisition for Open Space Setback (0.92 ac)	$ 138,000	211 Parks
Basin Design	$ 100,000	221 Storm
Construction	$ 677,000	221 Storm
Construction Contingency (20%)	$ 135,000	221 Storm
Construction Administration (15%)	$ 102,000	221 Storm
Grand Total	**$ 1,559,000**	
Storm Total	$ 1,421,000	221
Recreation Total	$ 138,000	211
Anticipated 221 Storm Shortfall	($ 1,034,000)	
Anticipated 211 Parks Surplus	$ 147,000	

Should Council select Alternative Approach 2, staff expects to have sufficient funds for land acquisition and design in the current project budget. Staff would plan on requesting a reallocation of funds, releasing Fund 211 surplus and appropriating additional funds from Fund 221, at the time of construction award. Recreational Facilities funds would be used solely for the portion of the acquisition that lies within the Scenic Corridor area.

The estimated construction cost includes expansion of the temporary storm water basin, fencing, and frontage improvements (sidewalk and parkway landscaping) along Hillsdale east of Lindsay Street. Construction would be paid for entirely by Storm (221). The expansion of the temporary storm water basin would be kept outside of the 200 ft open space setback of the Scenic Corridor.

Prior Council Action:

August 3rd, 2020: Second reading and adoption of Ordinance No. 2020-07 approving Change of Zone

No. 2020-02. Change of Zone No. 2020-02 is a request by San Joaquin Valley Homes to change the zoning designation on 10.32 acres of an overall 16.38 acre parcel from OS (Open Space) to R-1-5 (Single-Family Residential 5,000 sq. ft. minimum lot area). The remaining 6.06 acres will retain the O-S (Open Space) zoning designation. The project site is located on the south side of West Hillsdale Avenue between North Preston and North Tommy Streets (APN: 085-010-096).

May 18th, 2020: Closed Session--Conference with Legal Counsel: Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. Two potential cases generally related to development of Hillsdale subdivision, located on Hillsdale Avenue at Preston Street and associated matters of ponding/stormwater basins in the immediate area.

November 18, 2019: Council approved the Second Reading and Adoption of Ordinance No. 2019-14 authorizing the sale of approximately 11.22 acres of surplus property, located south of Hillsdale Ave and North of Highway 198 and East of Shirk Ave and identified as APN 085-010-096, to San Joaquin Valley Homes.

April 4th, 2016: Appropriate $ 105,000 from the General Fund for costs associated with planting of walnut trees on a City-owned 17 acre parcel located between State Highway 198 and Hillsdale Avenue, east of Shirk Street.

Alternatives:
Council may elect to direct staff to:
Continue with the current design criteria which provides for a much larger linear basin all the way west to Shirk with limited aesthetic possibilities.

Recommended Motion (and Alternative Motions if expected):
I move to select Alternative Approach 1: Deepening the Existing Linear Basin as the preferred plan and direct staff to proceed with design as applicable.

Alternative Motion: I move to select Alternative Approach 2: Expanding the Developer Basin as the preferred plan and direct staff to proceed with design and land acquisition as applicable.

Alternative Motion: I move to keep the current plan of action utilizing a Linear Expansion approach to provide the required capacity by expanding westward from the existing linear basin toward Shirk Street.

Environmental Assessment Status:
Due to the use of local funds, NEPA Environmental Assessment is not applicable.

CEQA Review:
CEQA review will be conducted during design depending on the approach selected.

Attachments:
1. Project Location Map
2. Northside Scenic Corridor Basin Presentation
3. Policy PSCU-P-12



Hillsdale Storm Basin Tributary Area

- Linear Corridor Basin
- Oakwest/Hillsdale Developer Basin
- Other Existing Basins
- Project Tributary Area
- Tributary Storm Drains
- STREETS
- WATERWAYS
- PARCELS

N

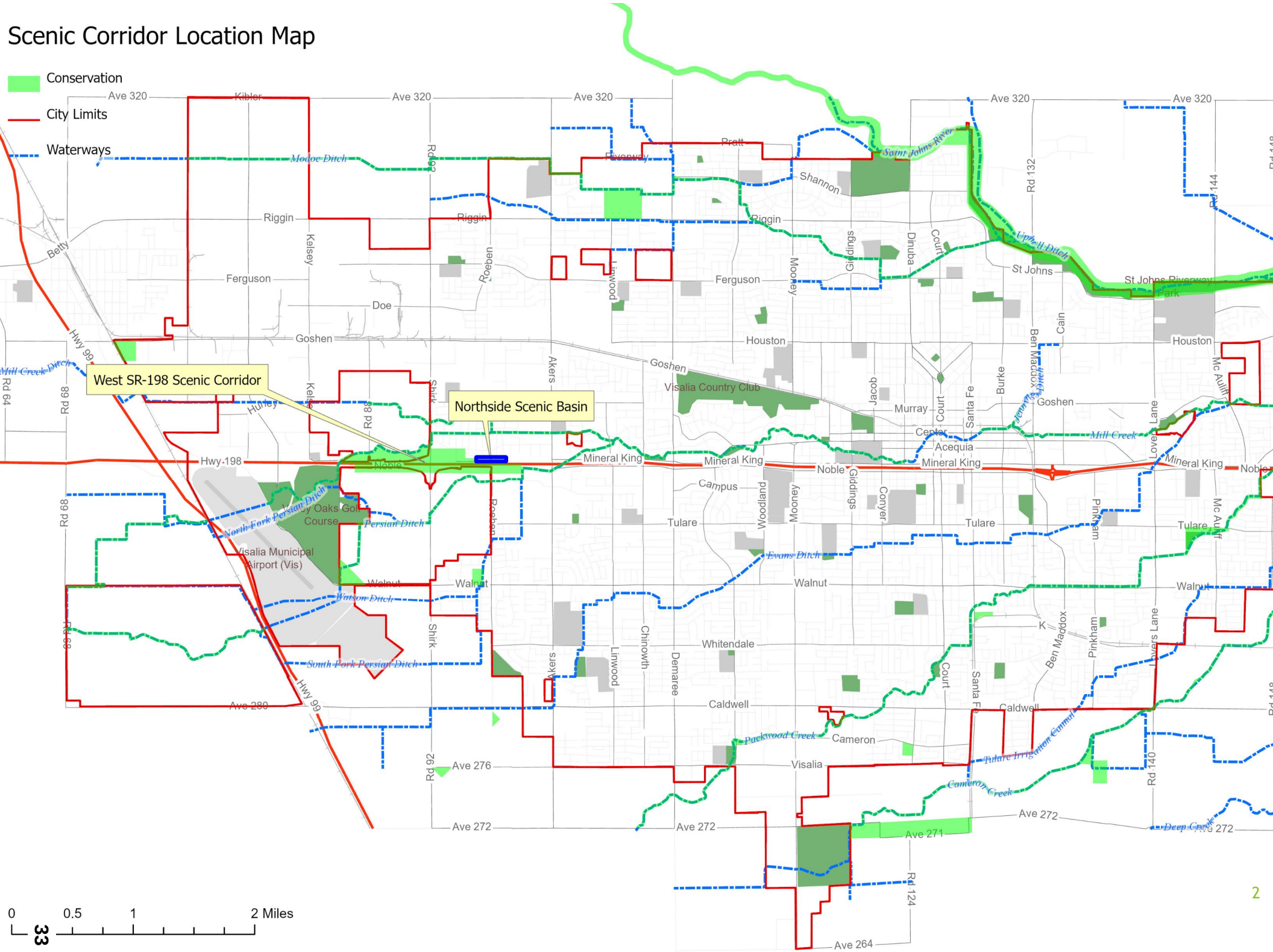
0 250 500

Feet

Northside Scenic Corridor – Hillsdale Park/Storm Basin

Proposed Change in Approach

Scenic Corridor Location Map





Hillsdale Storm Basin Tributary Area

- Linear Corridor Basin
- Oakwest/Hillsdale Developer Basin
- Other Existing Basins
- Project Tributary Area
- Tributary Storm Drains
- STREETS
- WATERWAYS
- PARCELS

N

0 250 500 Feet

34

Why Now?

- The storm drain trunk in Shirk that will connect the entire tributary area is slated for construction within the next few years.

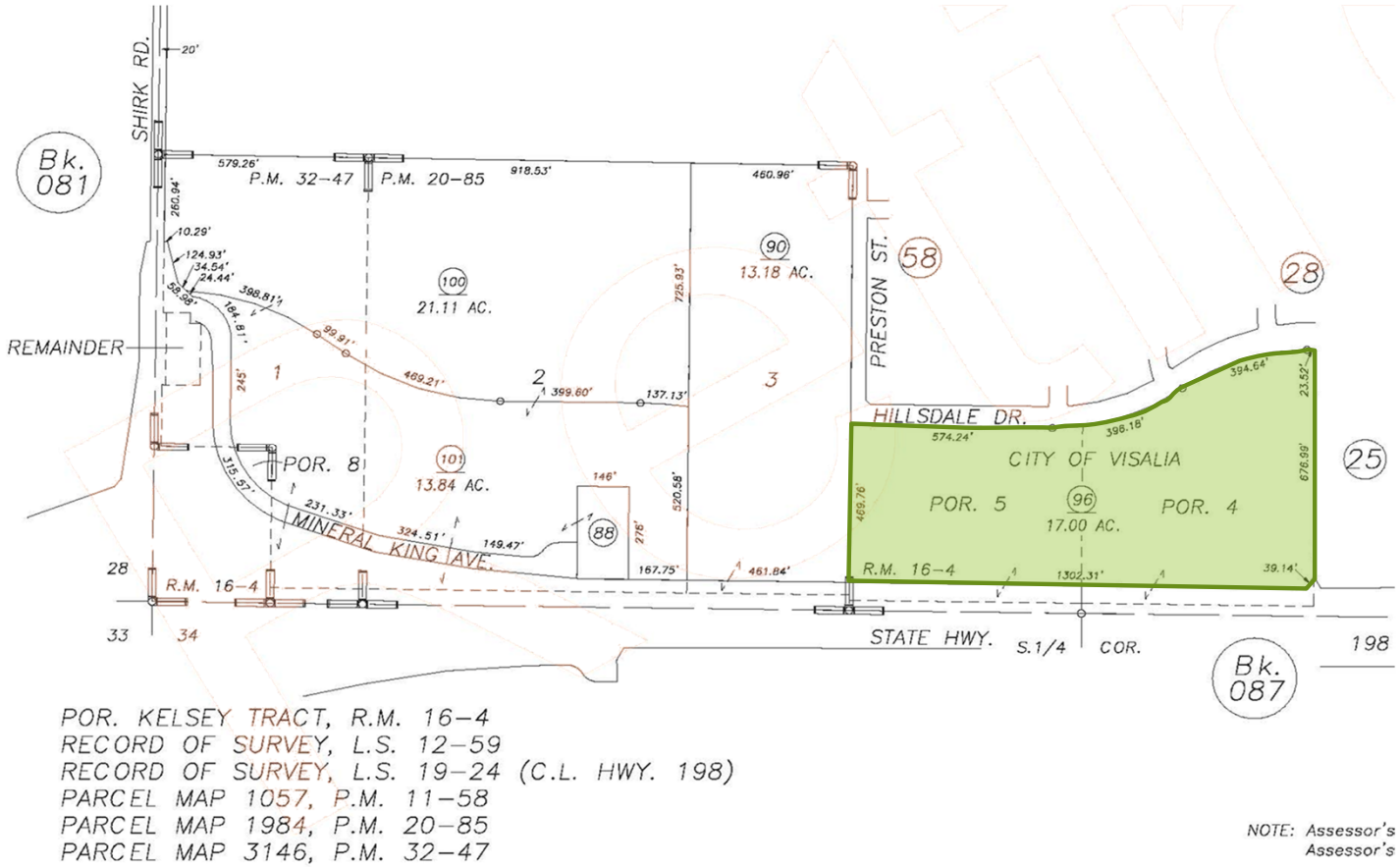
Agenda

- Background
- Existing Condition
- Proposed Change in Approach
- Why Change Approach
- Next Steps

Background

A Brief History of the Scenic Corridor

Background

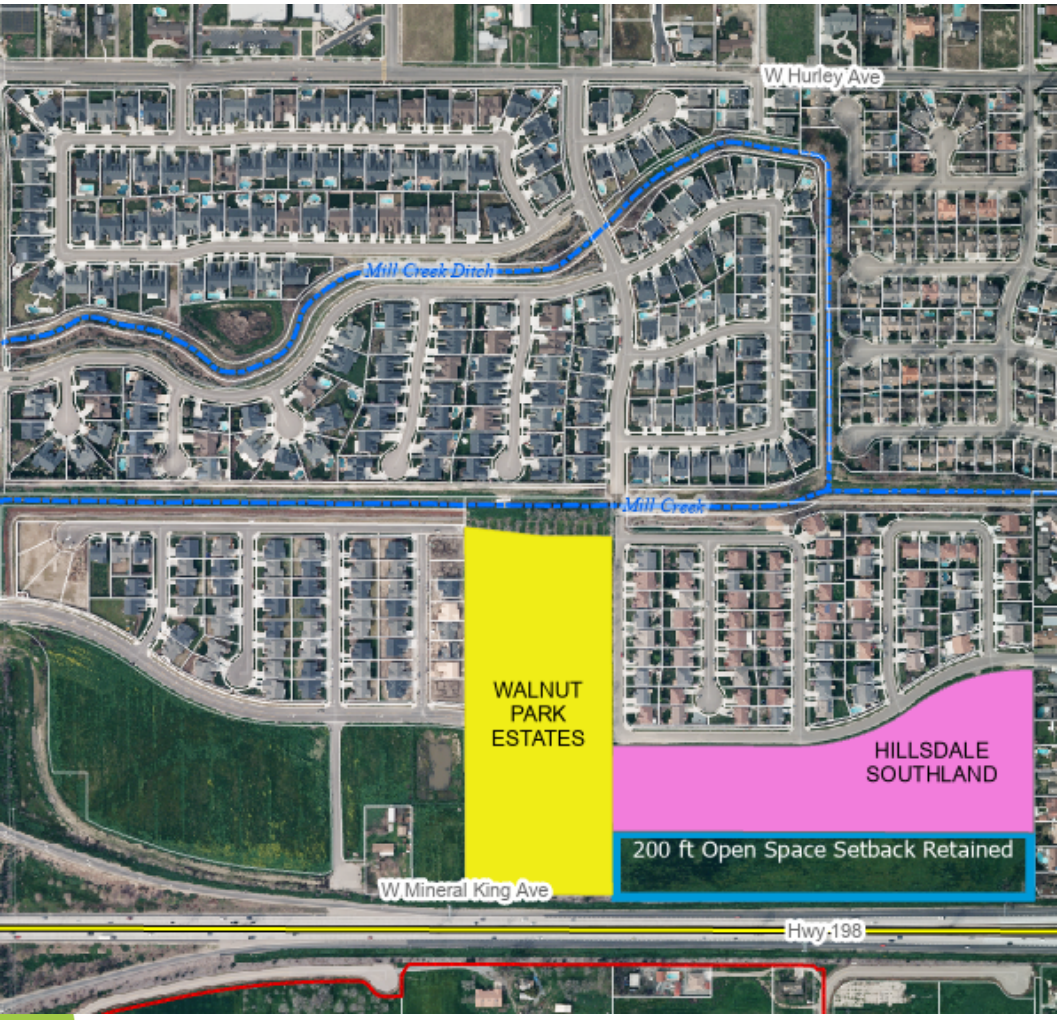


POR. KELSEY TRACT, R.M. 16-4
RECORD OF SURVEY, L.S. 12-59
RECORD OF SURVEY, L.S. 19-24 (C.L. HWY. 198)
PARCEL MAP 1057, P.M. 11-58
PARCEL MAP 1984, P.M. 20-85
PARCEL MAP 3146, P.M. 32-47

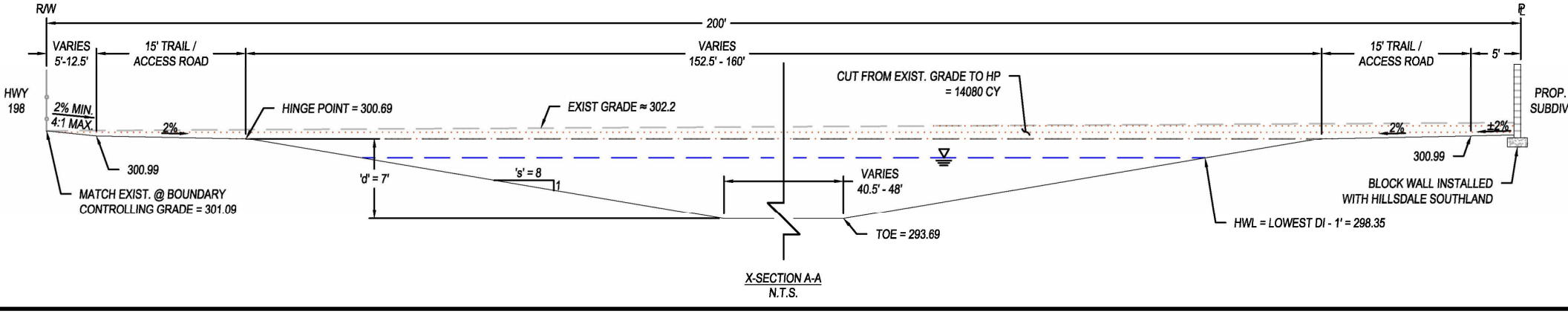
NOTE: Assessor's
Assessor's

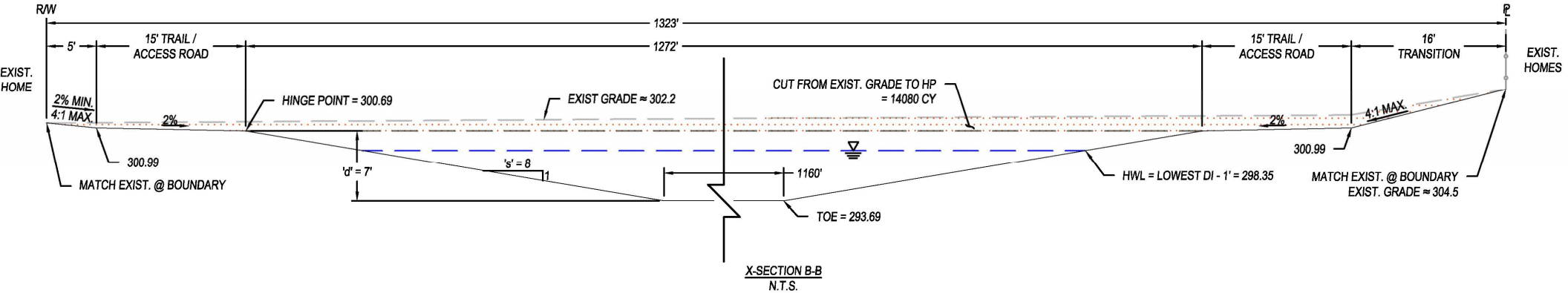
- 1988 West Visalia Specific Plan
- 2006 City acquired 17 acres for future scenic corridor
- 2014 City adopted 200 ft scenic corridor setback as part of General Plan Update

Background



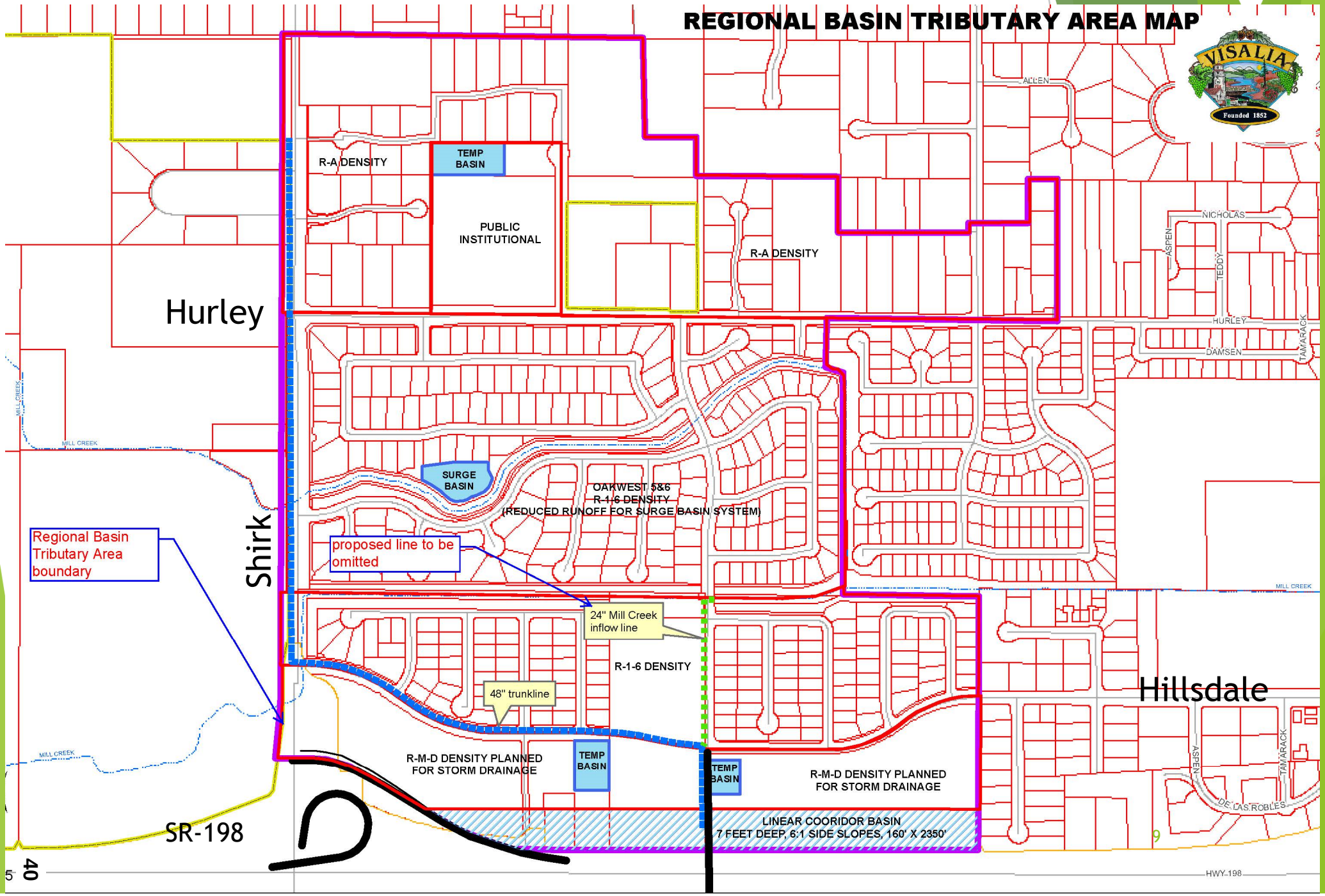
- 2019 Council authorized sale of 11.22 of the 17 acres to San Joaquin Valley Homes for Hillsdale Southland Subdivision
- 2020 Staff sought Council direction for regional basin design





Initial Basin Design

2020 Regional Basin Concept



Existing Condition

What the Northeast Scenic Basin looks like currently



Google Street View of Scenic Corridor Basin, September 2022



Google Street View of Scenic Corridor Basin Western End, September 2022



Scenic Corridor Basin looking southeast from access point, January 5th, 2023



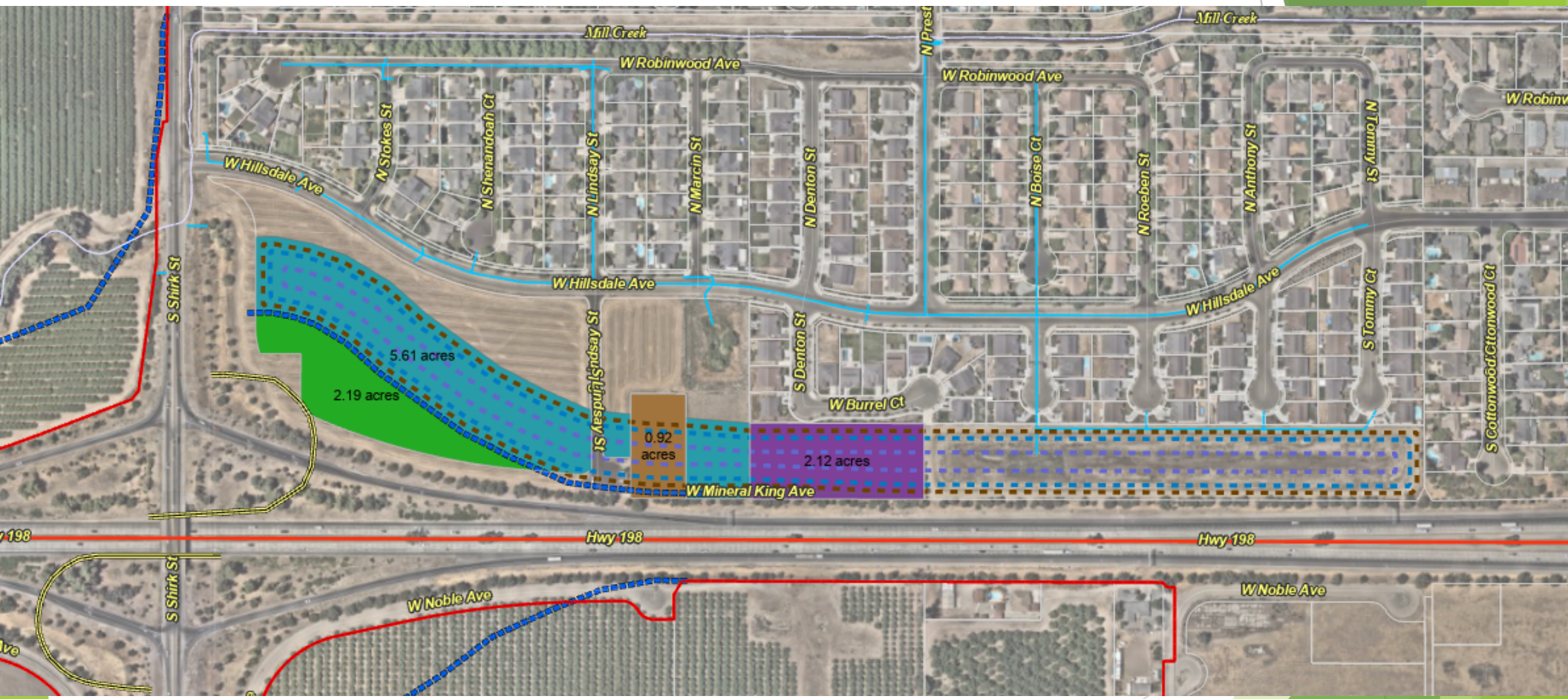
Scenic Corridor Basin looking southwest from ~200 ft east of access point, January 5th, 2023



Scenic Corridor Basin looking east, January 5th, 2023

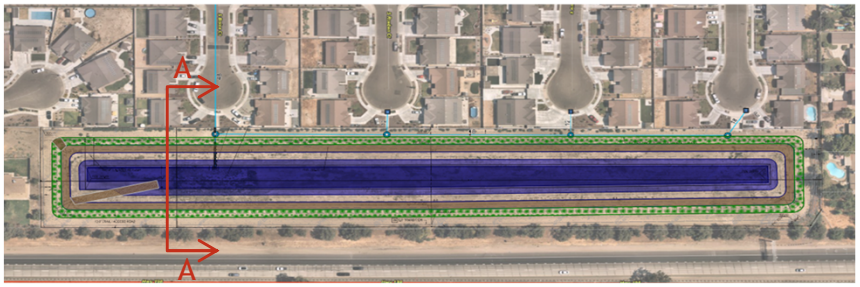
Proposed Change in Approach

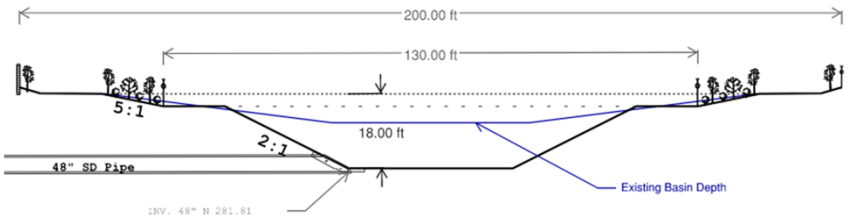
Current Approach: Linear Expansion



Two Alternatives to Linear Expansion

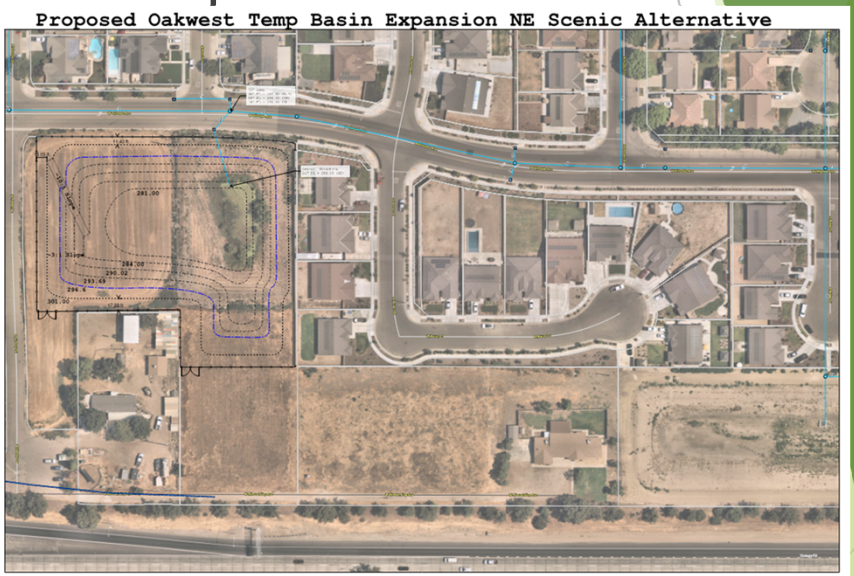
1. Deepening the Existing Linear Basin



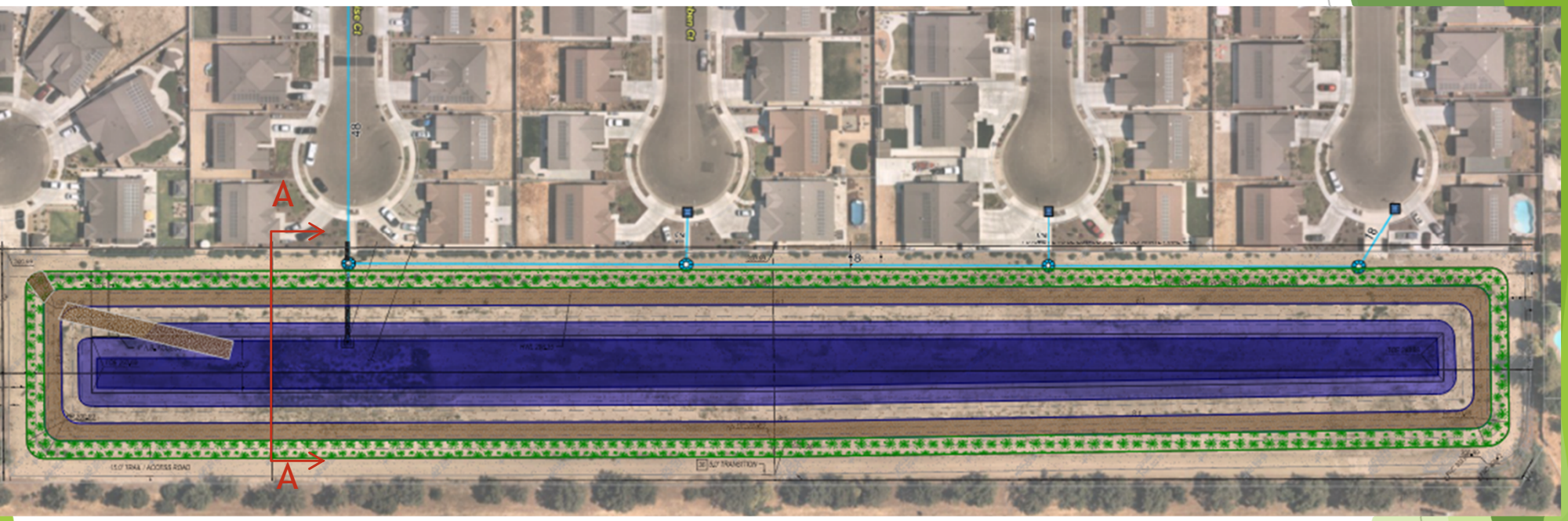


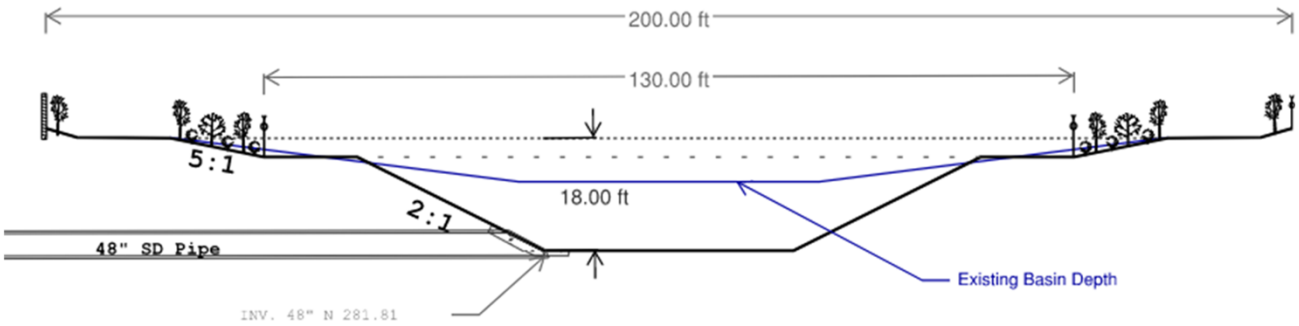
Basin Section A-A

2. Expanding the Developer Basin



Alternative Approach 1: Deepen Existing Linear Basin

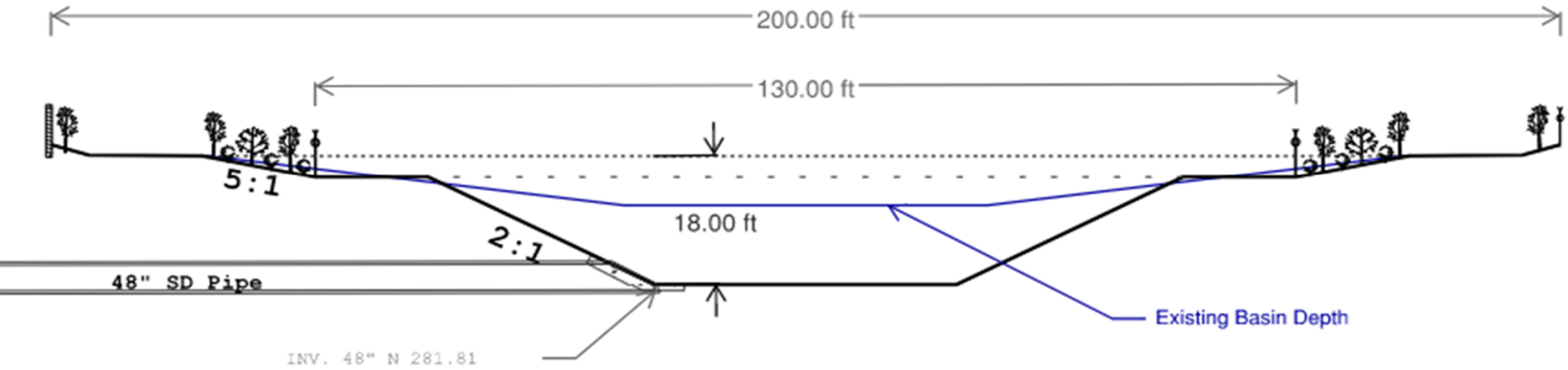




Basin Section A-A

Recommended Approach

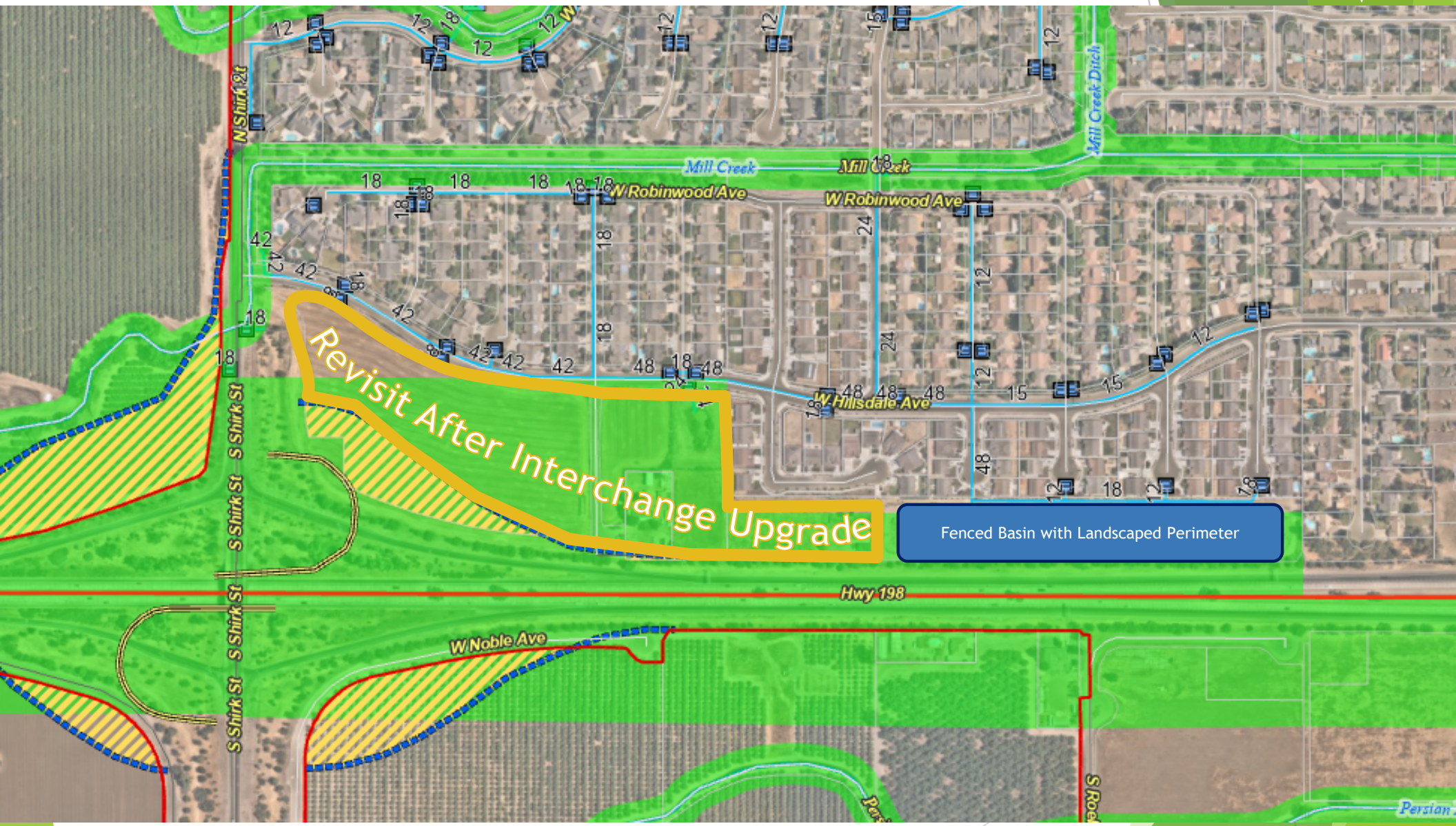
Alternative Approach 1: Deepen Existing Linear Basin



Basin Section A-A

Recommended Approach

Proposed Approach: Postpone greater setback area until final Shirk/SR 198 Interchange Completion



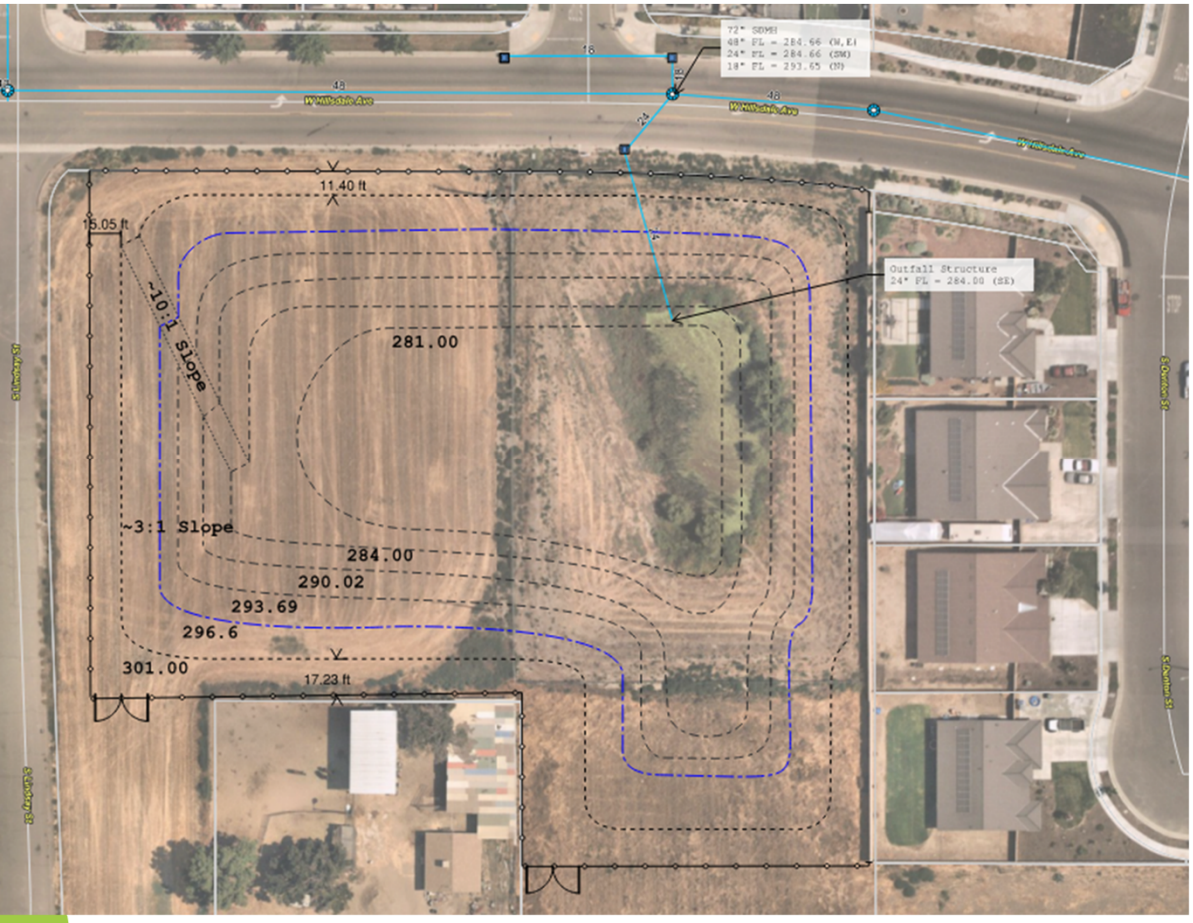
Recommended Approach

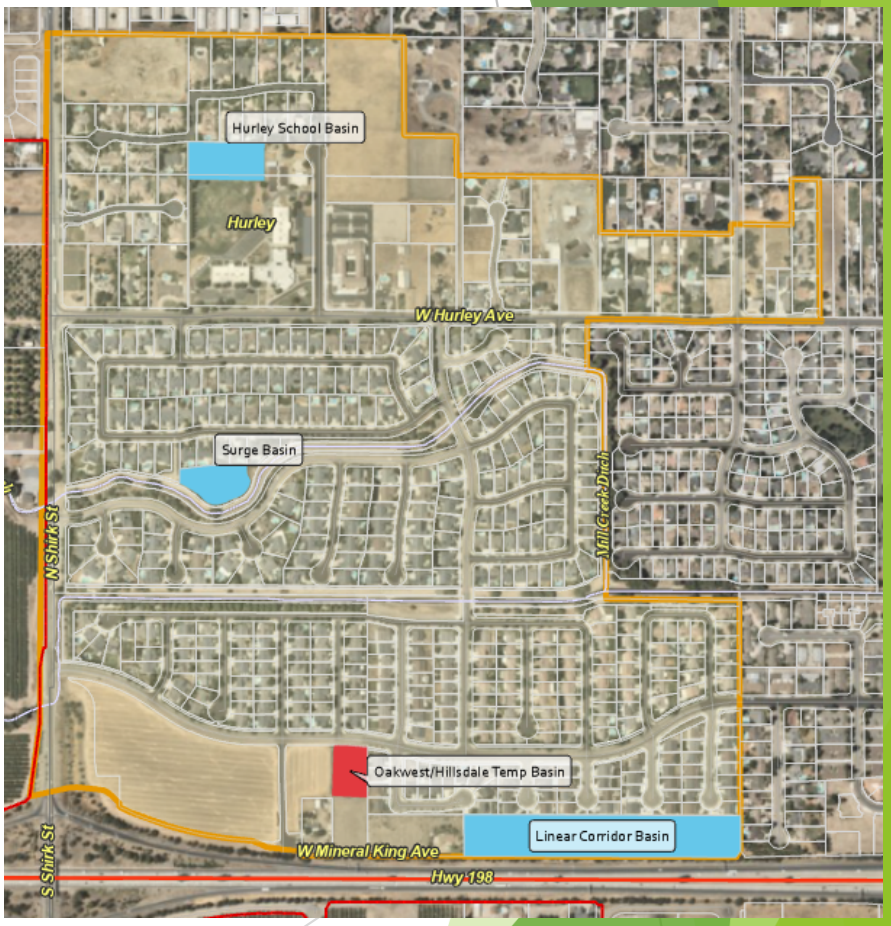
Deep Basins Adjacent to Major Roadways



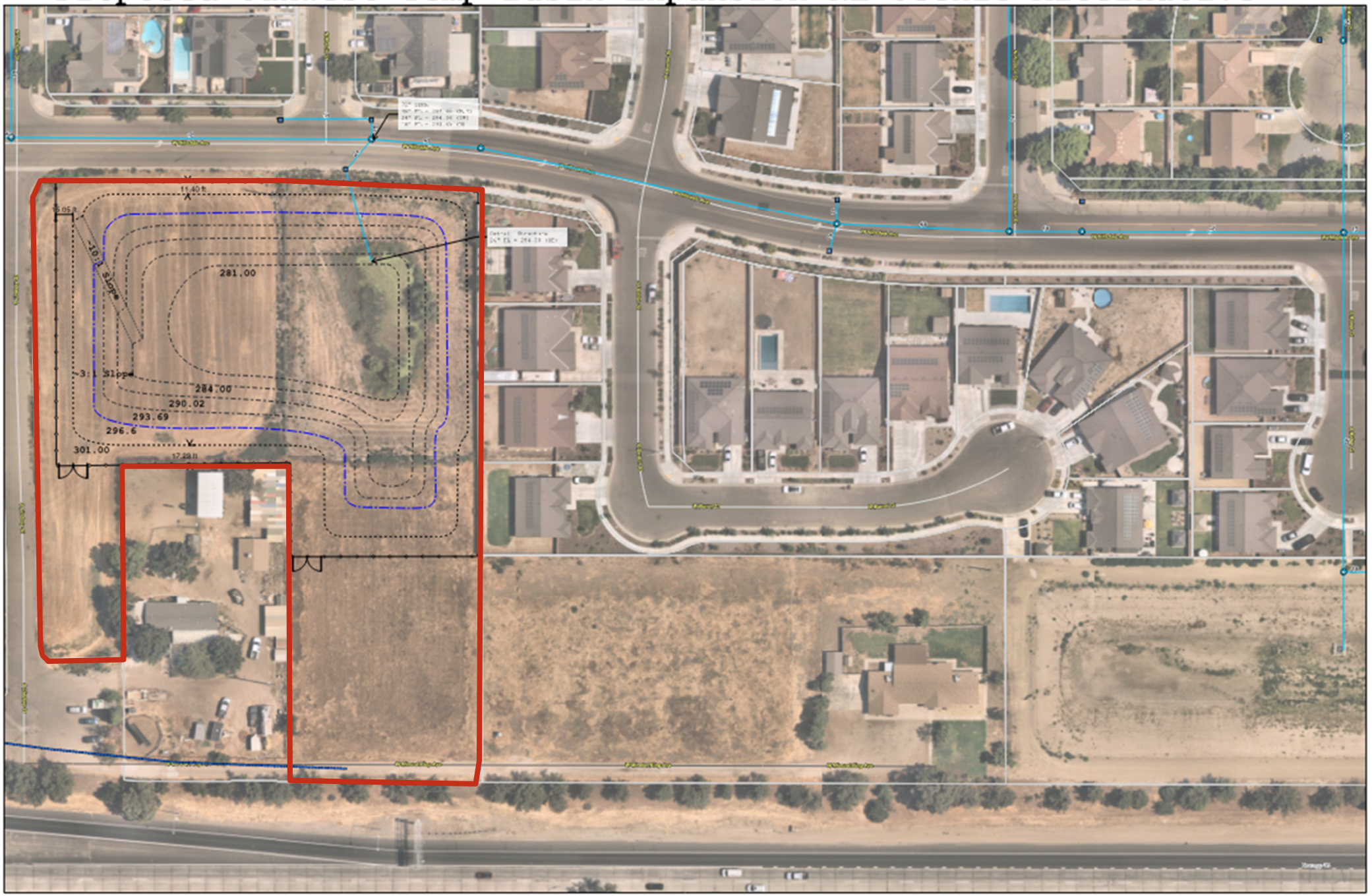
Houston Ave looking at Cobblestone Basin

Alternative Approach 2: Expanding the Developer Basin





Proposed Oakwest Temp Basin Expansion NE Scenic Alternative



Vicinity Map

Why Change Approach?

01

Avoid Shirk Interchange ROW uncertainties

02

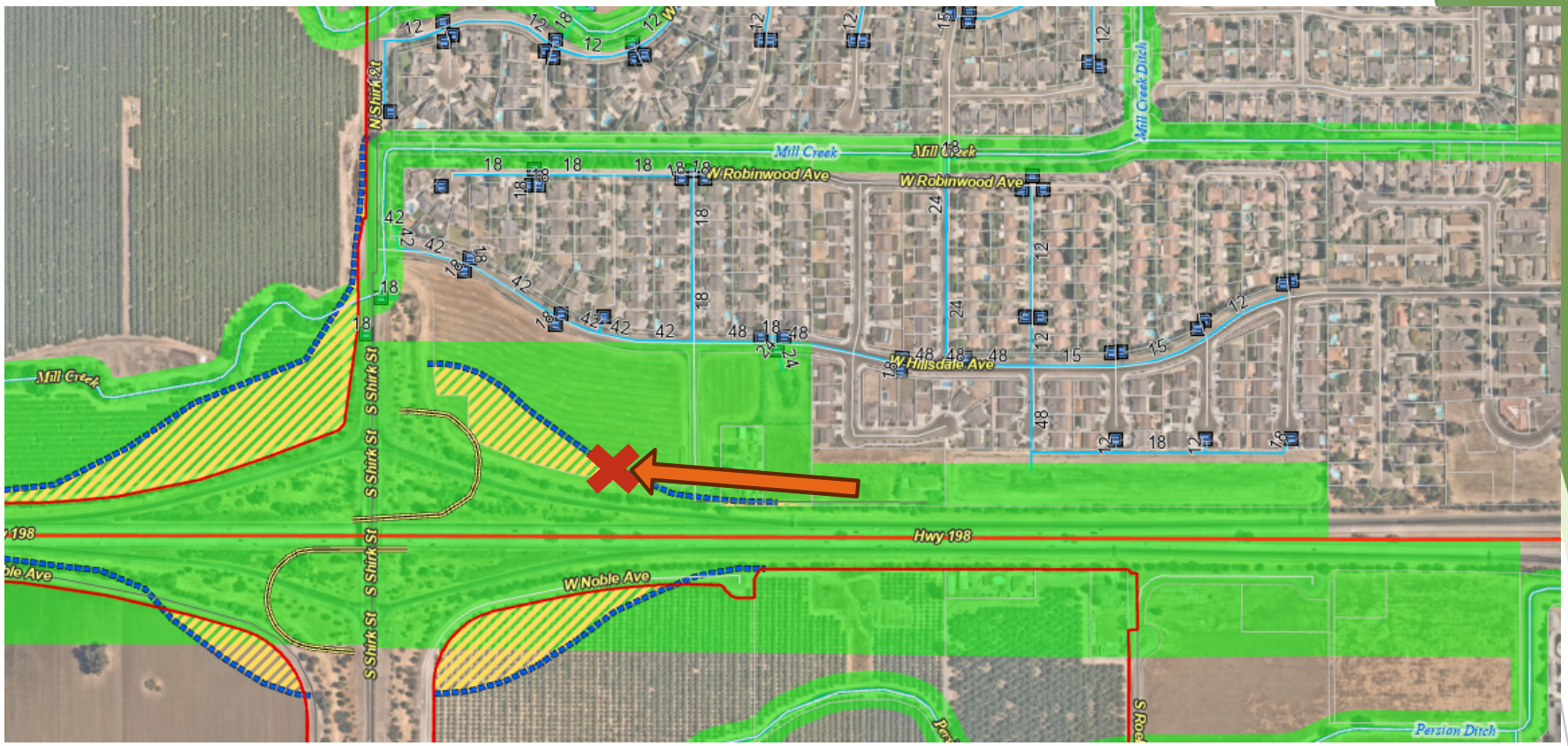
Address hydraulic inefficiencies

03

Optimize use of funds

04

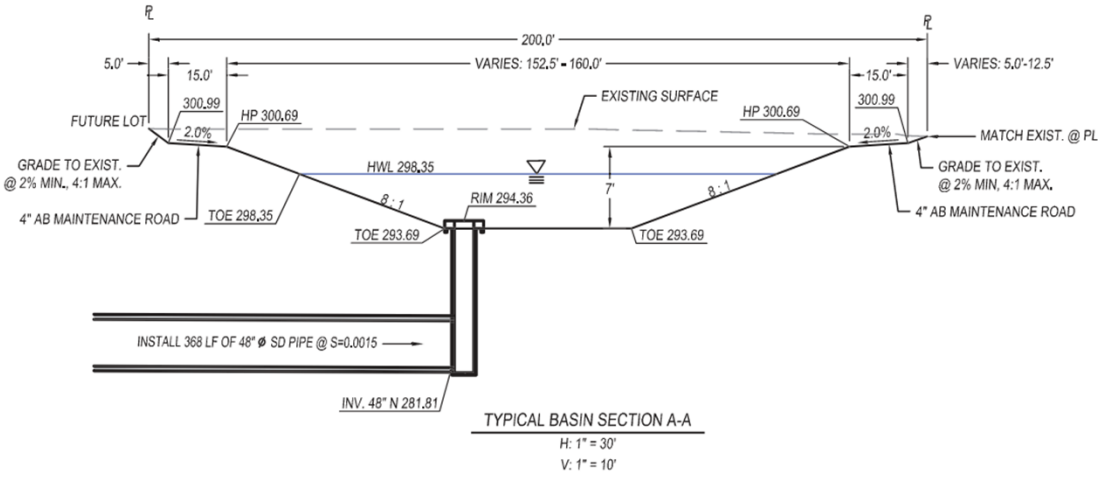
Increase design options for scenic setback

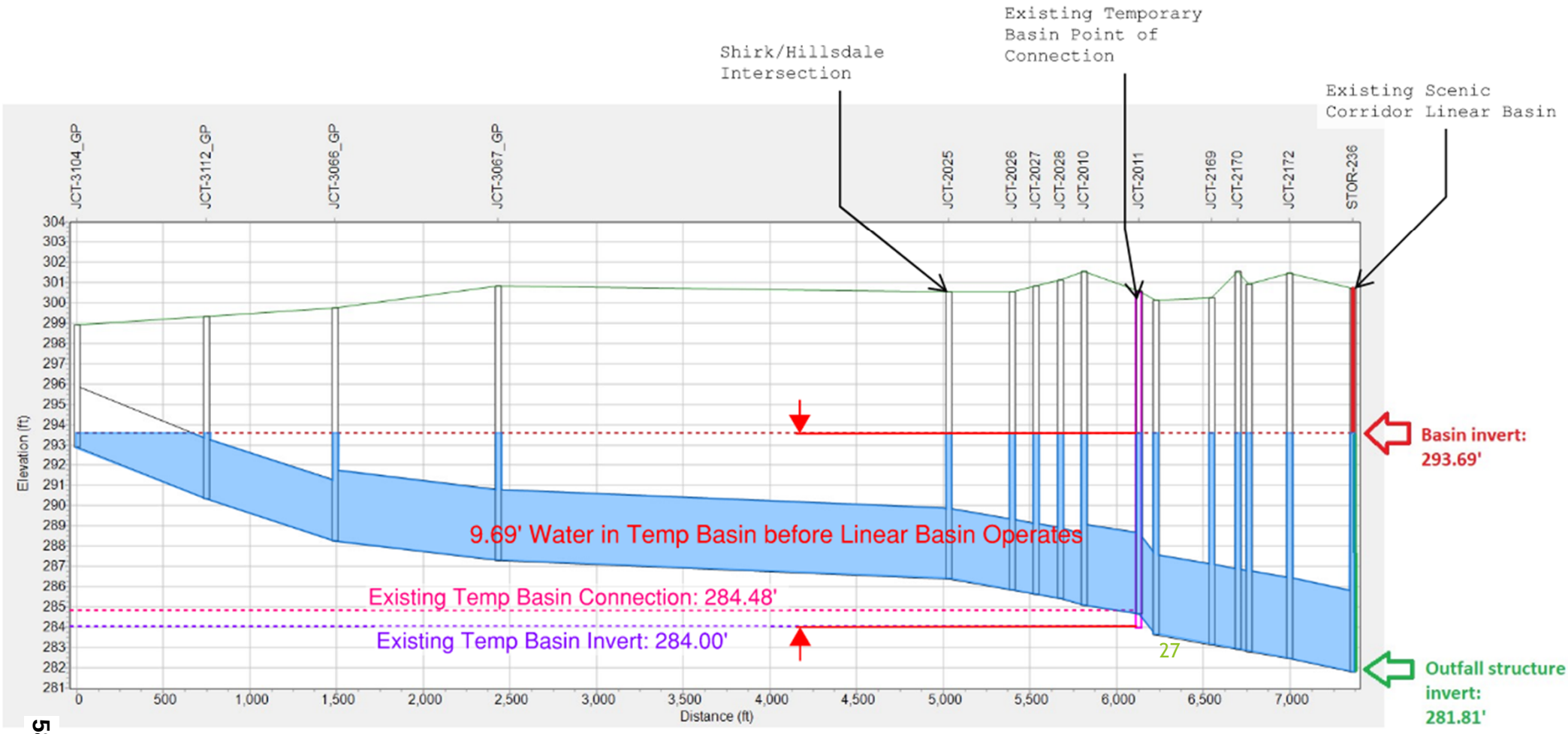


01 Avoid Shirk Interchange Uncertainties

The future footprint of the Shirk and SR-198 Interchange is still uncertain.

02 Address Hydraulic Inefficiencies





03 Optimize Use of Funds

The linear expansion of the basin as a passive open space has 2 fund sources:

Park & Recreational Facilities – Fund 211

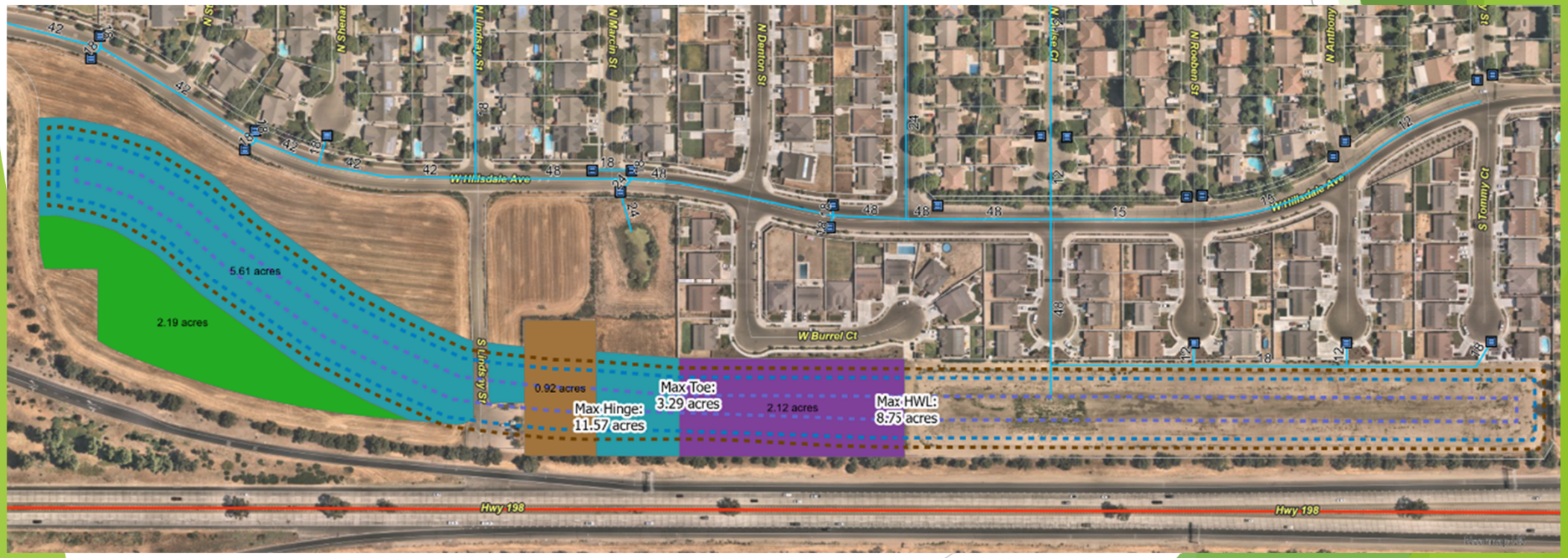
Established to account for the acquisition and development of parks and open space. Developers pay impact fees paid in lieu of providing parks and open space. Funds are to be used only for open space acquisition and providing park and other recreational facilities.

Storm Sewer Construction – Fund 221

Established to account for the acquisition and installation of storm drain systems. Financing is provided by a specific storm sewer impact fee charged at the time of new developments. Funds are to be used only for construction of new storm sewer lines to implement the Storm Sewer Master Plan.

04 Increase Design Options for Scenic Setback

- Linear expansion of the basin will severely restrict aesthetic design options



Comparison of the Two Alternatives with the Current Approach

	Avoid Shirk Interchange ROW Uncertainties	Address hydraulic inefficiencies	Optimize use of funds	Increase design options for scenic setback
Linear Expansion	☆☆☆	☆☆☆	☆☆☆	☆☆☆
Alt 1: Deepening Existing Linear Basin	★★★	★★★	★★★	★★☆
Alt 2: Expanding Developer Basin	★★★	★★☆	★★☆	★★☆

Cost Comparisons

	Current Approach Linear Expansion	Alt 1: Deepen Existing Linear Basin	Alt 2: Expand Developer Basin
Land Acquisition	(10.8 ac*) $1,620,000	(0 ac) $ --	(3.6 ac) $545,000
Basin Design	$ 230,000	**$ 100,000**	$ 100,000
Basin Construction	$ 1,260,000	**$ 827,000**	$ 677,000
Landscaping of Setback Area	$ 789,000	**$ 126,000**	$ 126,000
Construction Contingency (20%)	$ 410,000	**$ 191,000**	$ 161,000
Construction Admin (15%)	$ 307,000	**$ 143,000**	$ 120,000
Total	$ 4,616,000	**$ 1,387,000**	$ 1,729,000

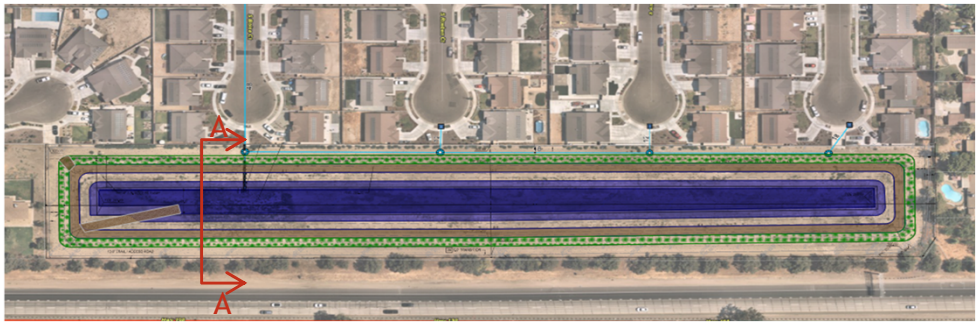
*Includes 2.2 ac to be used for future interchange

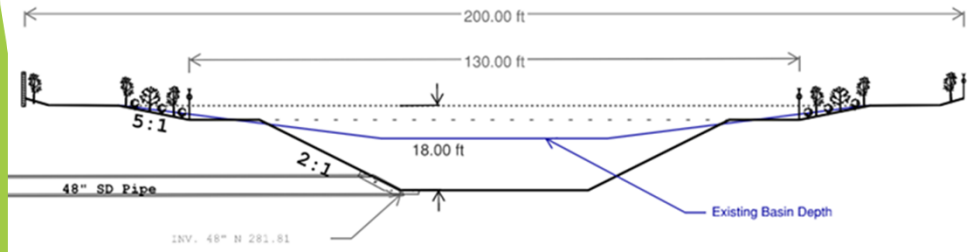
Next Steps

Selection of an Alternative Approach

Comparison of the Two Alternatives

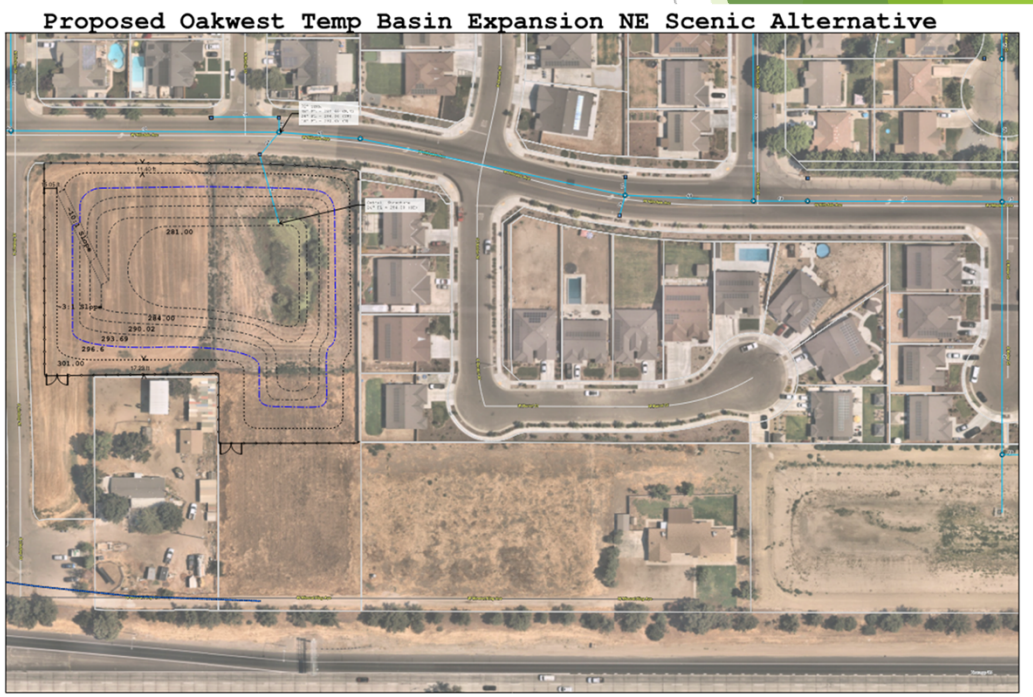
1. Deepening the Existing Linear Basin





Basin Section A-A

2. Expanding the Developer Basin



Vicinity Map

Next Steps

Alternative 1: Deepening Existing Linear Basin

- Design Basin Regrading

Alternative 2: Expanding Developer Basin

- Start Land Acquisition Process for Oakwest Temporary Basin
- Design Basin Expansion

Questions?



Greenways

PSCU-P-11 Develop a system of natural corridors and greenways, consistent with the Parks and Open Space diagram (**Figure 5-1**).

These corridors will have biking and walking trails offering recreational opportunities and links between neighborhoods, parks, and Downtown. The system of corridors will include waterway corridors as well as linear landscaped corridors to create natural gateways, parkways or buffer areas. More specifically, this system is envisioned to include:

- Greenway corridor along the St. Johns River, including broader areas to the northwest to accommodate open space areas, large group picnic facilities, a nature center, or other uses;
- Greenway corridors along Mill, Packwood and Cameron Creeks, and segments of other waterways, with sufficient width to protect riparian habitat and accommodate a multi-use trail;
- A landscaped corridor on both sides of Highway 198 providing a scenic gateway into Visalia from the west; and
- A landscaped buffer zone or parkway along Shirk Road separating industrial from residential areas, and a greenway along Road 148 marking the eastern edge of the City, both accommodating a multi-use trail.

PSCU-P-12 The City shall establish a scenic corridor setback along the West 198 Highway corridor. The setback shall measure at least 200 feet from the north and south sides of the Highway 198 right of way between Road 86 and 1/4-mile west of Akers Street. The northerly setback shall follow the Mill Creek alignment as depicted in the Land Use Diagram.

The lands in the identified setback area shall be acquired and dedicated for open space uses in perpetuity by the City through market value purchases, dedications by affected property owners, transfers of development rights, or other means.

The acquisition and maintenance of the scenic corridor will require significant and ongoing City investment. At the same time, there will be significant increases in potential income to the City in the form of impact fees from urban development on lands near the West 198 Scenic Corridor that were not previously designated for urban development prior to the adoption of this General Plan. Proceeds from the impact fee program from these lands and from other development within the City will need to be commensurate with the cost of acquiring land and creating open space amenities for the West 198 Scenic Corridor. As such, the City's existing development



Greenway corridors along waterways will have sufficient width to protect riparian habitat and accommodate a multi-use trail.

impact fee program as it relates to parks and open space facilities shall be reviewed and updated to reflect this additional land acquisition commitment upon adoption of this General Plan.

Park Design and Improvements

PSCU-P-13 Improve existing parks to support a high quality of life in older parts of the City.

Where amenities like covered picnic areas, shade trees, ball fields and courts are lacking, they will be added over time according to the schedule established in the Parks and Recreation Master Plan (for details, see Policy PSCU-P-1).

PSCU-P-14 Design parks to enhance neighborhood character and minimize negative impacts.

- Locate neighborhood parks with local or collector street frontages on at least three sides, and sidewalks and crossings designed for safe and easy pedestrian access.
- Where a neighborhood park is part of a neighborhood node, it should be designed to promote visual connections and pedestrian movement between the park and adjacent uses such as schools and commercial uses.

PSCU-P-15 Provide lighted facilities for tennis, basketball or other recreational facilities and along pathways in order to extend usable hours.

Lighting should be energy-efficient and designed to minimize light pollution.

PSCU-P-16 Provide at least one community center in each of the City's four neighborhood quadrants. Use existing and new community center facilities to provide multicultural programs and teen recreation activities, and provide space for meetings and classes. Community centers should be designed with community input, including guidance from a cross-section of user groups.

Visalia currently operates five community centers as well as the Visalia Senior Center; none are in the City's Northwest or Southwest quadrants.

PSCU-P-17 Utilize and expand the Senior Center as Visalia's primary facility for recreation programs for seniors.

PSCU-P-18 Establish a wayfinding system for parks, bikeways and trails, with consistent, recognizable and pedestrian-scale signage.

PSCU-P-19 Continue to work closely with Tulare County to ensure that Mooney Grove and Cutler regional parks are operated, maintained, and enhanced.

File #: 25-0330 **Agenda Date:** 8/18/2025 **Agenda #:** 3.

Agenda Item Wording:
Fourth of July Post Report - Receive a report summarizing the 2025 activities related to community engagement and public safety.

Prepared by: Fire Marshal Corbin Reed, 559-731-4272, Police Captain Dan Ford, 559-713-4151, Recreation Manager Laurissa Roggenkamp, 559-713-4336, Animal Services Analyst Candace Herrington, 559-713-4682

Department Recommendation: Staff recommends Council receive the 2025 4th of July presentation related to community engagement and public safety including legal fireworks activities, illegal fireworks enforcement detail, Independence Spectacular and Animal Services.

Summary:
Staff from the Fire, Police, and Parks and Recreation Departments will a provide a review of legal firework stands and illegal fireworks enforcement efforts performed by the Visalia Fire and Police Departments. Staff from the Recreation Division will report on the 2nd Annual Independence Spectacular and staff from the Animal Services Division will highlight efforts taken to ensure the community's pet needs were met during the 2025 Independence Day season.

Background Discussion:

Fire Department:

Beginning on June 29th, 28 non-profit groups from throughout the community were allowed to start selling safe and sane fireworks from approved fireworks booths. The number of approved fireworks booths is controlled by ordinance and is population based. The City allots one firework booth per every 5,000 residents. A total of 28 booths were set up in Visalia. Once each booth has been inspected by Fire Prevention staff, they are provided with a permit to begin operating. The permit is valid until midnight on July 4th.

Again, this year, a call center operated from within the Visalia Communications Center (VECC) and was staffed with 10 city employees. This call center takes a large burden off dispatch by allowing calls for illegal fireworks that used to be handled by the call center rather than the 911 system. This year, the call center operated on July 4th and 5th, as it was anticipated July 5th would be busier than usual given it was on a Saturday this year. The call center allows community members to talk to actual people to report illegal fireworks use.

Calls specific to illegal fireworks use continue to decline. Calls for complaints in 2025 were lower than any previously tracked year. Although there were pockets of the community that still had prevalent use of illegal fireworks, patrol units in the field reported a noticeable decline in use

throughout the community overall. To date, calls for illegal fireworks use have dropped by 24 calls compared to 2024. Notably, on the 4th of July, there were 100 less calls for complaints compared to July 4, 2024.
Patrols began on June 28th and continued on designated days through July 5th with the heaviest saturation of patrols on July 4th. Each detail unit was comprised of a Visalia Police Department officer along with a Visalia Fire Department staff member. A total of 73 citations have been issued. Citations were primarily issued on the 4th of July, however some citations were also issued prior to and after completion of the illegal fireworks detail.

On June 29th, a citizen reported witnessing someone selling illegal fireworks within the City limits near the east side regional park area This report led to the arrest of an individual who was found in possession of several illegal fireworks. A search of the vehicle revealed additional illegal fireworks in the trunk. The reporting party has been issued a reward of $500, which is the first reward since the establishment of the program in 2021.

Police Department:

During the Fourth of July holiday period, the Police Department partnered with various Departments within the City to ensure a safe holiday experience. Police and Fire partnered up to conduct four illegal fireworks details. The total Police Department staff required for these details was 18 officers and the resources were deployed based on the estimated number of illegal fireworks events that would occur. Additionally, the Police Department deployed drones to assist with identification/location of illegal fireworks during these details. Three citations were issued from the drone activity and are included in the number above. In addition to the assistance with the Fire Department, the Police Department supported the Parks and Recreation staff for the Independence Day Spectacular, ensuring a safe, family-friendly event. During the event, there were several missing children reports which is not uncommon given the nature of the event. There was one arrest made during the event because of a family dispute; however, it had no impact on the event itself. The total staff for the event was 12 officers, six volunteers, and two chaplains.

Recreation Division:

On Thursday, July 3rd, the City of Visalia's Recreation Division proudly hosted the 2nd Annual Independence Spectacular at Riverway Sports Park. Running from 6:00 p.m. to 10:30 p.m., the event brought the community together for an evening of celebration, entertainment, and family fun. The Independence Spectacular featured live music, generously sponsored by Momentum Broadcasting and Bueno Beverage, and a free Kids Zone enhanced by the Visalia Unified School District along with the Recreation division staff. More than 32 food vendors offered a variety of options for attendees to enjoy. With an estimated attendance of nearly 10,000 community members, double the turnout from the previous year, the event grew in popularity and prominence. The Independence Spectacular has quickly become a premier community event, known for its free admission and family-friendly atmosphere. The festivities culminated with two drone shows, each featuring 300 drones lighting up the night sky in a dazzling display of synchronized movement of community and patriotic imagery.

Animal Services:

July 4th has been known to be a scary time for community animals due to the numerous loud

fireworks set off in celebration the days leading up to and following this national holiday. Each year, Visalia Animal Services prepares for the potential influx of stray animals that will come to the shelter. Though the front doors of the shelter are closed on July 4th, the shelter was open Tuesday-Thursday the days before and on Saturday, July 5. Each year, an Animal Control Officer is on call for twenty-four hours on the 4th to address any emergency calls that occurred, of which there was only one injured animal emergency call. Animal Services addressed 28 calls in total for the 4th-6th of July, 13 of these calls were for stray or confined stray animals and 8 animals were reclaimed the week after the 4th. All animals were posted on the City of Visalia Animal Services Facebook page to be shared so the community could find missing pets and again on the Visalia Animal Services lost and found page. The City of Visalia has three new microchip scanning stations that were brought online this year so community members could utilize them if they found a pet. The microchip scanning stations are located at The Anthony Community Center, Fire Station 55, and Fire Station 56. These stations provide guidance on how to tell if an animal has a microchip and what to do if no microchip is found. Additionally, several pet safety posts were shared with the community two weeks before the 4th to educate the public on how to prevent their pet from escaping and ways to ensure their pet can be reunited if found. Examples include microchipping and wearing a collar with a valid phone number. All of this was done in an effort to safely keep pet with their families and reunite lost pets with their owners while celebrating this national holiday.

Fiscal Impact: N/A

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
No motion required; information only.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: N/A

Attachments: 2025 4th of July illegal fireworks enforcement detail, Independence spectacular and animal services recap PowerPoint

2025 4TH OF JULY ILLEGAL FIREWORKS ENFORCEMENT DETAIL, INDEPENDENCE SPECTACULAR AND ANIMAL SERVICES RECAP

Presented by:
City of Visalia Fire Department
City of Visalia Police Department
City of Visalia Parks and Rec
City of Visalia Animal Services

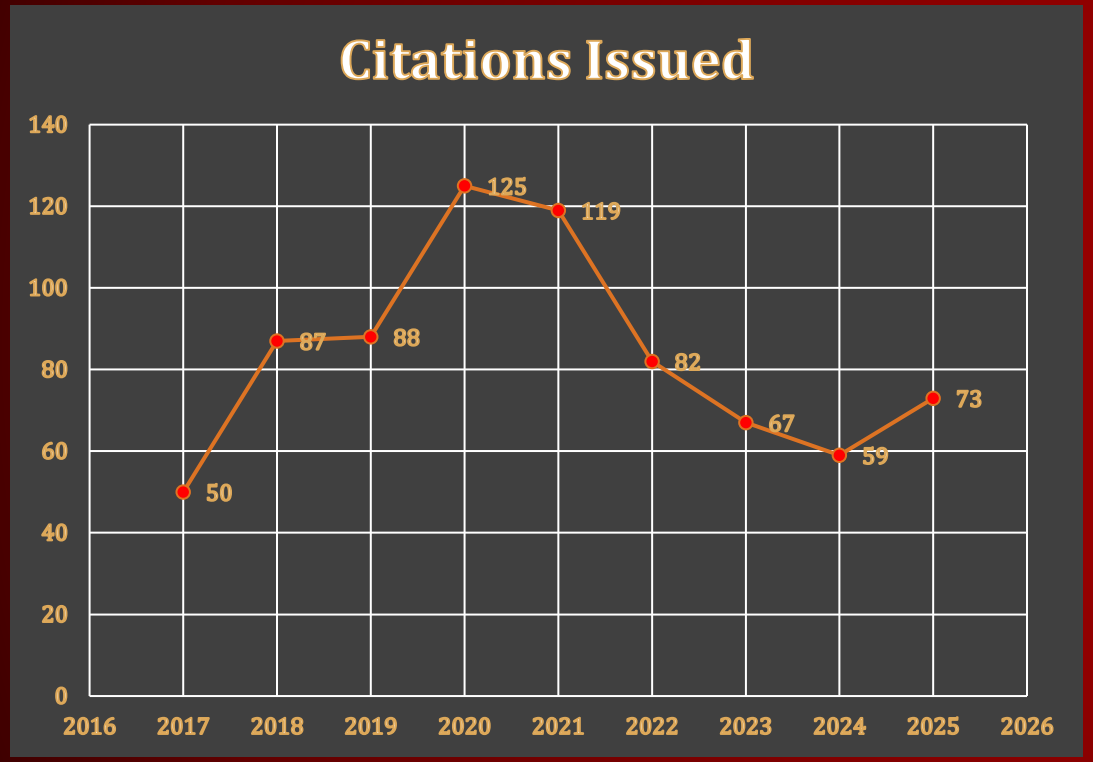
NON-PROFIT SAFE AND SANE BOOTHS

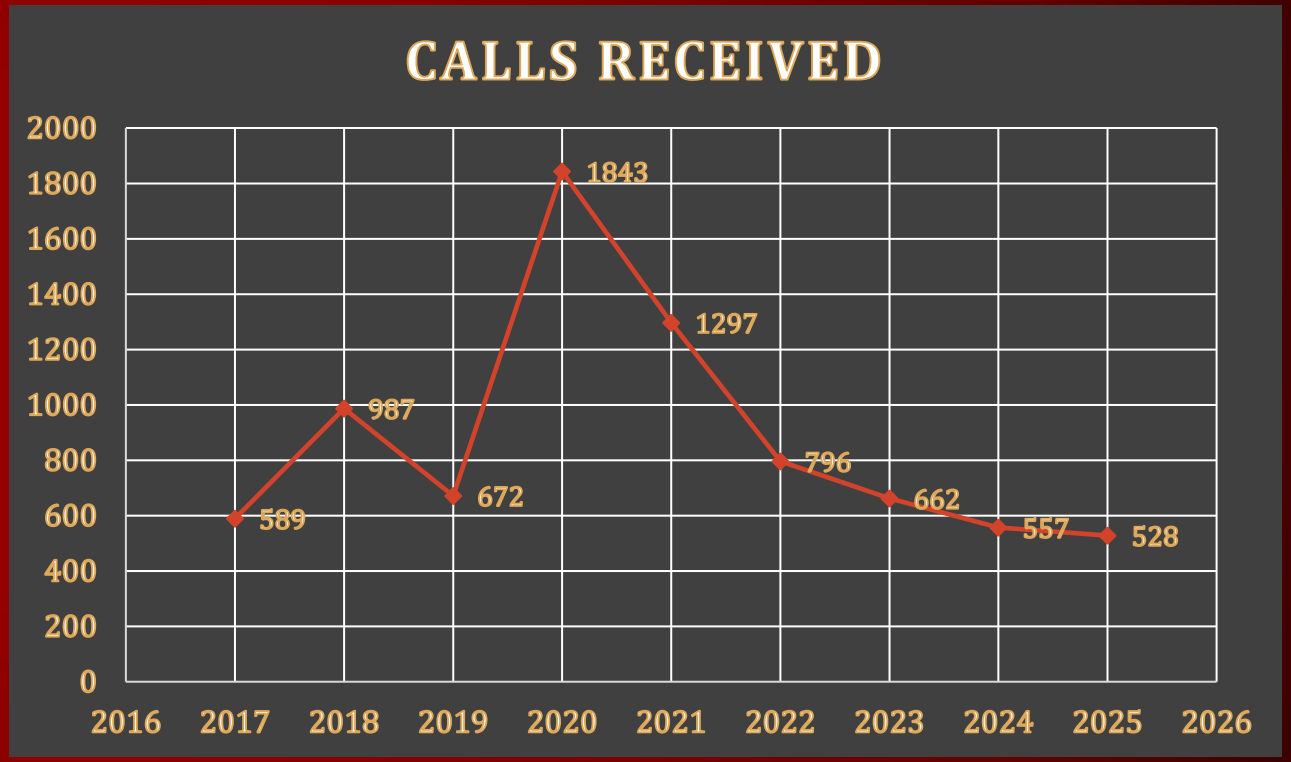
- Sales may begin on June 29th.
- 28 booths placed throughout our community.
- Number of approved booths is based on population per ordinance.
- Booths are inspected prior to opening and are only allowed to sell Safe and Sane fireworks provided by vendor.

CALL CENTER

- In operation on July 4th and 5th
- 10 dedicated call takers (city staff).
- Information relayed in real time to patrol units in the field.
- Handled 119 calls that would have otherwise been directed to Dispatch.
- Dispatch received an additional 132 reports.

CITATIONS ISSUED VS CALLS RECEIVED





REWARD ISSUED FOR SALES

- During the 2021 update of the Fireworks Ordinance, Council directed staff to create a rewards program for information leading to the citation or arrest of persons illegally selling fireworks.
- The reward was established at $500.
- On June 29th an individual was successfully arrested and charged with sales of illegal fireworks within the city limits based off information received from a citizen of Visalia.

POLICE DEPARTMENT

Firework Details

- Patrol Details
  - Four total details
  - June 28, July 3-4
  - 18 total officers
- Drone Details
  - June 28, July 3-4
- Traffic Enforcement Detail
  - July 4

Independence Day Spectacular

- Staffing
  - 12 Officers
  - 6 Volunteers
  - 2 Chaplains
  - Special Enforcement Unit
- Results
  - Several calls for missing kids
  - One arrest related to family disturbance



INDEPENDENCE Spectacular 2025

VISALIA

2ND ANNUAL

THURSDAY, JULY 3RD

Riverway Sports Park
6pm – 10pm



- Partners
  - Momentum Broadcasting
    - KJUG, Hitz 104.9, My 97.5, 99.7 Classic Rock
  - Bueno Beverage
  - Visalia Unified School District
  - Visalia Community Enhancement Foundation

- Sponsors
  - San Joaquin Valley Air Pollution Control District
    - Clean Alternatives to Fireworks
      - Drone Show Grant $20,000
  - United Rentals
  - AC Electric
  - FunFlicks
  - Amigos Restaurant & Cantina
  - Raising Canes
  - Orangetheory Fitness Visalia
  - American Ambulance



- Highlights
  - Free admittance
  - Estimated attendance nearly 10,000
  - Free Kids Zone with over 13 inflatable amusements and 20 activity
    - Including sensory bins and soft play area for toddlers
  - 32 Food Vendors
  - 19 Informational and Commercial Sales Vendors
  - 2 presentations of 300 Drone Show

- Citywide Effort
  - Parks & Recreation
  - Communications
  - Police
  - Engineering
  - Fire
  - Community Development

VISALIA ANIMAL SERVICES

- Shelter Operation Hours:
  - Tuesday – Thursday 8am-7pm
  - Closed Friday July 4th
  - Open Saturday 8am – 12pm
- Animal Control Hours:
  - Tuesday – Thursday 8am-5pm
  - On Call for Friday July 4th – 1 Officer
  - Saturday 8am-5pm
  - On Call Sunday – 1 Officer

Animal Service Calls:
July 4th – 2
July 5th – 24
July 6th – 2

Stray Calls: 13
Total: 28



VISALIA ANIMAL SERVICES

- Social Media
  - Safety Tips shared 2 weeks prior to holiday
  - All impounded animals posted on Facebook page/ website

- Microchip Scanning Stations
  - 3 located around the community
  - Instructions on if a microchip is found or not



Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0253 **Agenda Date:** 8/18/2025 **Agenda #:** 1.

Agenda Item Wording:
Authorization to read ordinances by title only.

Visalia City Council

Staff Report

File #: 25-0194 **Agenda Date:** 8/18/2025 **Agenda #:** 2.

Agenda Item Wording:
Award Purchase Order to Golden State Emergency Vehicle Service- Authorize a purchase order in the amount of $133,893.88 to Golden State Emergency Vehicle Service for repairs on Fire Truck 51 and appropriate $133,893.88 from the General Fund.

Prepared by:
Danny Galindo, Public Works Manager, danny.galindo@visalia.city , 713-4186
Tom Van Grouw, Deputy Fire Chief, tom.vangrouw@visalia.city , 713-4265
Nick Bartsch, Public Works Director, nick.bartsch@visalia.city , 713-4052

Department Recommendation: Staff recommends that the City Council authorize the City Manager to issue a purchase order to Golden State Emergency Vehicle Service in the amount of $133,893.88 for the repairs to Fire Truck 51(222436) and appropriate $133,893.88 from the General Fund.

Summary:
Front line Fire Ladder Truck 51(Unit #222436) was sent for repairs to the contracted vendor, Golden State Emergency Vehicle Service. The cost of these repairs will exceed the annual not-to-exceed amount for Contract No. C25029. Issuing a one-time purchase order for these repairs will allow continued use of the remaining balance of the annual contract for other services.

Background Discussion:
Fire Truck 51 is a 2009 Pierce Quantum 105' Aerial currently serving as a frontline aerial apparatus until its replacement is constructed and delivered. The replacement Truck 51 was brought to City Council at the regular meeting on October 17, 2022. The replacement was approved and ordered with a 30-month delivery time. The current anticipated delivery and in-service time for the new Truck 51 is by mid-2026. This specialized truck is one of two frontline aerial units capable of delivering 1,000 GPM through a 105-foot elevated master stream. These types of apparatus are essential for fire suppression during large-scale incidents.

Fire Truck 51 primarily serves downtown and central Visalia but is also available to support major incidents citywide. Upon delivery of the new truck, the current Fire Truck 51 will transition to a reserve apparatus role. Reserve apparatus are critical for maintaining operational readiness when frontline equipment is unavailable due to repairs or maintenance. According to the City of Visalia's Vehicle Replacement Policy, the current Fire Truck 51 is expected to remain operational as a reserve unit through 2029, potentially longer depending on condition.

In addition to its master stream capabilities, Fire Truck 51 carries a cache of specialized equipment only feasible due to its larger size compared to standard engines. This includes:

- Heavy-duty, hydraulic-powered vehicle extrication tools

- Airbags and pneumatic rams for lifting/stabilizing heavy objects (e.g., during vehicle accidents or building collapse)
- Lumber and shoring equipment for trench rescue operations
- A full complement of rope, pulleys, and hardware for high- and low-angle rescues
- Multiple saws and tools for forcible entry and breaching

Repair Justification

Fire Truck 51 was initially sent to Golden State Emergency Vehicle Service for suspension and ladder maintenance. After disassembly and detailed inspection, the vendor determined that the scope of required repairs was significantly more extensive than originally anticipated.

- **Suspension System**: The entire suspension was found to be completely worn out and requires a full rebuild. These repairs cannot be completed in-house, as the City's Fleet Services shop does not have the heavy-duty lifting capacity necessary to safely elevate and work on an apparatus of this size and weight.
- **Ladder Assembly**: The ladder guides were discovered to be worn and were slowly and unintentionally extending on their own. This condition presents a serious safety risk during emergency operations. Ladder repairs of this nature must be performed by a certified Pierce dealer, as they involve proprietary components and specialized knowledge specific to the manufacturer.

Given that this apparatus will remain in service through 2026 in a frontline role and continue as a Reserve unit through 2029 or longer, staff believe these repairs are critical to ensure the safety, reliability, and operational readiness of the unit. Staff also believe that the level of wear identified during inspection is consistent with the age and mileage of the vehicle (a 2009 unit with approximately 163,000 miles), and reflects normal degradation for an apparatus that has served in a frontline capacity for over 15 years.

Fiscal Impact: The estimated cost of these repairs is $133,893.88. Typically, vehicle repair costs are charged out through Fleet’s operational division. However, due to the amount of the estimated costs, staff is requesting the appropriation of funds from the General Fund to cover the full cost of these repairs.

Prior Council Action: None

Other: N/A

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to issue a purchase order in the amount of $133,893.88 to Golden State Emergency Vehicle Service for the repairs on Fire Truck 51(Unit #222436), and appropriate $133,893.88 from the General Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/18/2025

Attachments: Golden State Repair Order Estimate

GOLDEN STATE
EMERGENCY VEHICLE SERVICE

Repair Order Estimate

Estimate To:

VISALIA FIRE DEPARTMENT
336 North Ben Maddox

Visalia CA 93292
Phone: 559-713-4247 Fax: 559-734-3259

Golden State Emergency Vehicle Service Inc.

7400 Reese Road
Sacramento, CA 95828-3706
Tel. : (916) 330-1638
Fax. : (916) 330-1649

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Unit 21582 **VIN** 4P1CU01E89A009782

QUANTUM PUMPER

Make **Model** **Year** 2009 **Engine** 35245285

Activity Description / Part Number	Part Description	Quantity	Charge	Total
1. A) Aerial Cables, Sheaves, & Guides		65.00 HR	185.00	12025.00
Aerial cables are stretched, sheaves in base section are damaged and the guides are worn. Please repair as needed.				
1777003	PAD,ADJUSTER,SIDE,FLY SECTION,75'HDL/105'HDL	4.00 EA	23.1756	92.70
1776949	PAD,ADJUSTER,REAR,MID SECTION 75'HL/105'HL/100'ML,LEHIGH	8.00 EA	45.4770	363.82
1777005	PAD,FRONT BOTTOM,FLY 75'HDL/105'HDL,LEHIGH VALLEY	2.00 EA	36.3816	72.76
1776950	PAD,FRONT BOTTOM,MID,75'/105' HDL	4.00 EA	38.7624	155.05
1777008	PAD,ADJUSTER,FRONT SIDE,75'-105'HDL	4.00 EA	44.5098	178.04
1777024	PAD,ADJUSTER,SIDE,BASE,105'HDL	2.00 EA	40.4364	80.87
1777026	PAD,REAR,BOTTOM,LOWER MID 105'HDL,LEHIGH VALLEY	2.00 EA	50.2386	100.48
1777009	PAD,REAR BOTTOM,FLY/MID 75'/105'HDL	4.00 EA	39.1716	156.69
1777038	PAD,SHEAVE CARRIER GUIDE, 100'/105'	4.00 EA	61.4730	245.89
1777013	PAD,TRACK BRACKET,RETAINER 75'HDL/105'HDL,LEHIGH VALLEY	3.00 EA	20.8320	62.50
2838294	SHEAVE ASSY,4.27 X .31 CABLE 1.00 PIN,1.06 W,LEHIGH,GT BRG	4.00 EA	177.5025	710.01
2838305	SHEAVE ASSY,6.39 X .38 CABLE 1.00 PIN,1.06 W,LEHIGH,GT BRG	4.00 EA	175.8072	703.23
2838300	(**) SHEAVE ASSY, 7.00 X .50 CABLE 1.00 PIN,1.06 W,LEHIGH,GT	8.00 EA	179.7132	1437.71
70-9256	WIRE ROPE,0.50 DIA,RET,LOW-MID 105'HDL/100'HDL, 488.62	2.00 EA	604.3779	1208.76
70-9255	WIRE ROPE,0.50 DIA,EXT,LOW MID 105' HDL	2.00 EA	506.0230	1012.05
70-9257	WIRE ROPE,0.38 DIA,EX/RE,U-MID 100'MDL/105'HDL/100'HDL	4.00 EA	314.2398	1256.96
70-9258	WIRE ROPE,0.31 DIA,EXT/RET,FLY,100'MDL/105'HDL/100'HDL	4.00 EA	351.3825	1405.53
1365893	PIN,SHEAVE,1"DIA X 3.00" LONG S/S, BASE SECTION TIP	3.00 EA	148.3350	445.01
1195778	PIN RETAINER,SHEAVE,LADDER 1.00" DIA PIN (2.5"WIDE PLATE)	16.00 EA	8.1807	130.89
1365873	PIN,SHEAVE,1" DIAX2.63" LNG, S/S, NON-GRESABL	16.00 EA	51.2616	820.19
			Activity Sub-total:	22664.14

GOLDEN STATE
EMERGENCY VEHICLE SERVICE

Repair Order Estimate

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Activity Description / Part Number	Part Description	Quantity	Charge	Total
2. B) Hydraulic Gauge		3.50 HR	185.00	647.50
Hyd Pressure gauge on doghouse is cracked.				
Ladder Controls				
82-2209-0002	SCREW,#10-24,TORX PN HD TAP,SS 0.50" LONG	1.00 EA	1.5817	1.58
2487445	GAUGE,PRESSURE,HYDRAULIC,2.5" 0-5000 PSI,LIQUID FILLED,	1.00 EA	183.7866	183.79
			Activity Sub-total:	832.87
3. C) Aerial Override		4.00 HR	185.00	740.00
override solenoid for left outrigger up is damaged and tagged.				
GM -Inspected and verified the issue with the Aerial Override Solenoid for the Left Rear Outrigger. The push button is EXTREMELY difficult to push compared to the rest. Recommend replacing the solenoid as a complete assembly. The solenoid is otherwise functional and operated the jack up and down, after needing to use a bar to press on the button. Submitted a P&A for the parts for approval.				
1891645	VALVE W/ SOLENOID	2.00 EA	1875.0878	3750.18
			Activity Sub-total:	4490.18
4. D) Aerial Alignment Switch		1.50 HR	185.00	277.50
Needs armature for rung alignment limit switch				
1909466	ARM, TELEMECANIQUE SWITCH ARM ONLY FOR 64-2498	1.00 EA	47.1882	47.19
			Activity Sub-total:	324.69
5. E) Aerial Water		2.00 HR	185.00	370.00
Check waterway nozzle latch				
			Activity Sub-total:	370.00
6. F) Suspension & Driveability		60.00 HR	185.00	11100.00
Rear axle is crabwalking. #2 and #3 axle firemax suspension is worn. Needs torque rods, bags and worn out bushings replaced. Will need an alignment				
4747705	U-BOLT KIT WITH HARDWARE	4.00 EA	87.3196	349.28
1KK567	TORQUE ROD, RR	2.00 EA	184.5735	369.15
2764678	QUICK ALIGN KIT	4.00 EA	264.5534	1058.21
2057995	TORQUE ROD ASSEMBLY,TRANSVERSE SUSPENSION ASSEMBLY	2.00 EA	201.9021	403.80
4309734	TORQUE ROD ASSEMBLY,SUSPENSION	2.00 EA	258.8236	517.65

GOLDEN STATE
EMERGENCY VEHICLE SERVICE

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Activity Description / Part Number	Part Description	Quantity	Charge	Total
2598914	KIT, SERV, FRT U-BEAM ASSY	1.00 EA	5511.3490	5511.35
2598911	KIT,SERV, U-BEAM ASSY RR	1.00 EA	5511.3490	5511.35
2097509	(**) AIR SPRING ASSY,FIREMAX SUSPN.	4.00 EA	507.8584	2031.43
1933799	SHOCK ABSORBER	4.00 EA	253.9292	1015.72
1KK561	Frame Hanger, RH	2.00 EA	1888.4513	3776.90
1KK560	Frame Hanger, LH	2.00 EA	1888.4513	3776.90
1870866	QUICK ALIGN COLLAR BOLT KIT	2.00 EA	372.6989	745.40
05050	(**) BRAKLEEN 14 OZ AEROSO	2.00 EA	7.0149	14.03
CT7B	CABLE TIE, NYLON 50# 1-3/4" BUNDLE DIA. 7.25 LENGTH BLACK	14.00 EA	0.3819	5.35
			Activity Sub-total:	36186.52
7. G) Labor Sublet - Alignment		1.00 HR	275.00	275.00
Unit will need an alignment after suspension work is completed.				
			Activity Sub-total:	275.00
8. H) SRS Frontal Fault		11.50 HR	185.00	2127.50
Unit has a frontal sensor fault.				
1756071	CONNECTOR,CAPACITOR 470NF/63V,FRONTAL,STEERING	1.00 EA	46.1280	46.13
			Activity Sub-total:	2173.63
9. I) Cab - Window		5.25 HR	185.00	971.25
Drivers window motor has intermittent short and will stop working				
DDT066SP012	PLUG	1.00 EA	15.5373	15.54
CT11B	CABLE TIE, NYLON 50# 3" BUNDLE DIA. 11.25 LENGTH BLACK	10.00 EA	0.7236	7.24
			Activity Sub-total:	994.03
10 J) Aerial Stabilizer		24.00 HR	185.00	4440.00
Drivers rear outrigger creeps out while driving. Possible check valve failure.				
1543572	CYLINDER,HYD BEAM,14' SPREAD, 39.25 STR.,68.63 RET,	1.00 EA	2523.1194	2523.12
			Activity Sub-total:	6963.12

GOLDEN STATE
EMERGENCY VEHICLE SERVICE

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Activity Description / Part Number	Part Description	Quantity	Charge	Total
11 K) TAK-4 Inspection & Repair		90.00 HR	185.00	16650.00
Tie rod ends dust covers torn. Check TAK-4 suspension. Need Replacement: 1. Front pads and rotors 2. Both tie rod end links or boots. 3. Steam Clean 4. Lower control arms 5. Right Torsion Bar Re-Wrap				
2545940	CRATE. 56X3X3	2.00 EA	84.1464	168.29
3582901	LINK,TOE CONTROL ADJUST TAK4	2.00 EA	330.2110	660.42
330-3009	(**) GASKET	4.00 EA	5.0853	20.34
1237707	(**) BRAKE PADS, PER AXLE, TAK-4	2.00 EA	377.2069	754.41
1237720	(**) ROTOR,FRONT,TAK-4	2.00 EA	821.6514	1643.30
82-4066	(**) NUT,FLG,LKSP .75-10 G8 MB .75-10 UNC	16.00 EA	8.7837	140.54
82-4060-0600	SCR,CAP,HEX .75-10 G8 PO, 6.00" LG	21.00 EA	11.0952	233.00
1698884	SEALANT, SILICONE, CLEAR, 3OZ TAK-4 MAINTENANCE	1.00 EA	106.3581	106.36
CS-PNT-0080	CONTROL ARM ASSY,TAK4,UPPER,PS	1.00 EA	4646.5720	4646.57
CS-PNT-0078	CONTROL ARM ASSY,TAK4,LOWER-RH/LH	2.00 EA	6663.0109	13326.02
CS-PNT-0079	CONTROL ARM ASSY,TAK4,UPPER,DS	1.00 EA	4835.2314	4835.23
3305444	SHOCK ABSRBR,FR,91-SER,3IN TAK-4,3" JOUNCE	2.00 EA	473.5815	947.16
53DD02	DOWSIL Primer: PR-1204, 11 fl oz, Can, Clear	1.00 EA	253.2047	253.20
2551269	BAR,TORSION,RH 2.05 DIA TAK4	1.00 EA	2921.5178	2921.52
2551267	BAR,TORSION,LH 2.05 DIA	1.00 EA	2921.5178	2921.52
64G1	1/4"-20X1" 18-8 PHIL PAN HEAD	4.00 EA	0.9447	3.78
BULK-80W90	CHV MULTI GEAR EP-5,80W90	2.00 QT	11.7750	23.55
3064863	HUB SEAL,BRG TAK-4	2.00 EA	50.8338	101.67
303-4009	(**) HUB CAP,OIL,6-BOLT TAK-4, WINDOW	2.00 EA	31.2108	62.42
82-4060-0400	SCR,CAP,HEX .75-10 G8 MB	4.00 EA	0.0000	0.00
08609	3M 10 Ounce Windshield Sealant	1.00 EA	59.7618	59.76

GOLDEN STATE
EMERGENCY VEHICLE SERVICE

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Activity Description

Part Number	Part Description	Quantity	Charge	Total
08681	3M SINGLE STEP PRIMER,SUNSHINE	1.00 EA	99.9936	99.99
82-4053-0050	(**) SCREW,M16-1.5,SOC HD CAP,C10.9	20.00 EA	2.9748	59.50
82-4060-0550	SCR,CAP,HEX .75-10 G8 MB 5.5 LG	8.00 EA	10.7535	86.03
82-4069-0175	BOLT,.63-11NC,BTN SOC HD,G8, PO,	2.00 EA	4.2813	8.56
0142821	FLNGE BOLT,3/4-10,G8,1.75"LNG	10.00 EA	11.1696	111.70
			Activity Sub-total:	50844.84

12 L) Battery Charger - Shoreline	4.25 HR	185.00	786.25

Battery shoreline was not charging batteries. Tech came in to dead batteries. Large AGM models. Placed batteries on AGM charger for several days because they were at less than 6 volts each. Found inverter connected to batteries (hot at all times) recommend adding a switch to the inverter and repairing the shoreline charger.

Activity Sub-total: 786.25

PAYMENT(S): Remit payment to:
Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828

If desired, credit card payments can be made by logging onto goldenstatefire.com. You will need the invoice number to pay online.

RETURN(S): All electrical parts are final. Notification must be received within 30 calendar days from invoice date. Authorization(s) are dependent upon OEM approval, restocking and other fees may apply.

PARTS ONLY CREDIT MEMO POLICY: If applicable, credit memo to be applied in its entirety to balance within 30 days of notice date. If not applied, refund check will be issued to the address on invoice.

EPA# CAL000402744

Total Labor:	50,410.00
Total Parts:	76,495.27
Shop Supplies:	756.15
Recycling:	19.00
Welding & Fabrication Supplies:	225.00
SubTotal:	127,905.42
Total TAX:	5,988.46
ESTIMATE TOTAL:	133,893.88

Signature:_____

Visalia City Council

Staff Report

File #: 25-0282 **Agenda Date:** 8/18/2025 **Agenda #:** 3.

Agenda Item Wording:
Approval of Change Order for the Caldwell Avenue Widening Project - Approve Contract Construction Change Order for the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane in the amount of $271,830.61.

Prepared by:
Eric Bons, Senior Civil Engineer, eric.bons@visalia.city, 559-713-4350
Chris Crawford, City Engineer, chris.crawford@visalia.city, 559-713-4331
Jason Huckleberry, Engr. & Bldg. Dir., Jason.huckleberry@visalia.city, 559-713-4495

Department Recommendation:
Staff recommends City Council approve the contract change order for the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane in the amount of $271,830.61.

Summary:
Staff seeks approval from Council for a contract change order for the bore and jacking of the sanitary sewer trunk line under Cameron Creek at the intersection of Caldwell Avenue and Lovers Lane. The installation of the sewer main under Cameron Creek will allow for the extension of the sanitary sewer trunk line approximately 1,500 feet east of Lovers Lane to support future development.

Engineering staff presented this item to the Change Order Committee on August 6, 2025, where the committee reviewed and approved. The Change Order Committee is a non-appointed committee of technical staff who are not directly involved with the project being considered. The Committee reviews the contract change order request for completeness, accuracy, constructability, objectivity, consistency, and overall insight.

Background Discussion:
The Caldwell Avenue Widening project from Santa Fe Street to Lovers Lane (Rd. 140) will widen Caldwell Avenue from 2-lanes to 4-lanes with a raised center median, curb, gutter, sidewalk, and a joint use pathway. This project will include the extension of the City's storm drain and sanitary sewer systems within the City's project limits.

The construction plans had called for the installation of the sewer main under the Cameron Creek culvert by an open trench method. The contractor questioned this method due to the depth of the sewer main and difficulty maintaining the integrity of the existing Cameron Creek box culvert. After further review of the box culvert, the final resolution was to utilize the jack and bore method of installing the sewer main under the Cameron Creek culvert. This method will keep the integrity of the existing concrete culvert and minimize the impacted area to the intersection of Caldwell Avenue at Lovers Lane while allowing traffic to flow through the intersection during the installation of the sewer main through the intersection.

The work has not been completed, and the contractor has not requested any additional working days which will keep the project within the scheduled completion date of May 2026.

There were additional design services needed to incorporate this change, which also involved modifications to a sewer line being extended north into Lovers Lane to service future development within the City of Visalia. The new design requires an additional sewer manhole and additional sewer main for the routing of the sewer main to service the future development along Lovers Lane north of Caldwell Avenue. All of these construction items are included in this construction change order.

Fiscal Impact:
This project is funded by SB1-LPP funds and Measure R funds as shown in the following table.

Project Funding:	
Measure R Regional (Fund 133)	$19,431,780
Measure R Local (Fund 131)	$783,300
Senate Bill1 - Local Partnership Program (ROW phase)	$400,000
Senate Bill1 - Local Partnership Program (Construction phase)	$3,844,000
Total Project Estimate	$24,459,080
Project Cost:	
Environmental Process	$50,000
Design Consultant (4Creeks)	$1,539,231
Estimate City Design & RW Support	$325,000
RW Estimate (see above)	$1,600,000
Estimate Pole Relocation at Burke Street	$140,000
Estimate Culvert Permits	$325,000
Estimate Electrical Service	$50,000
Construction Bid (Avison Construction)	$14,741,768
Construction Management (Vanir)	$480,090
Construction Testing (Krazan)	$221,835
Estimate City Construction Staff & Misc. Const.	$278,165
Estimate Construction Surveying/Staking	$125,000
Construction Contingency (20%)	$3,000,000
Total Project Estimate	$22,876,089
Summary:	
Project Funding	$24,459,080
Project Cost	$22,876,089
Project Budget Remain: Surplus / (Deficit)	$1,582,991

The change order amount of $271,830.61 is within the budgeted construction contingency amount.

Prior Council Action:
July 21, 2025. City Council authorized the fee payment of $168,844 to California Water Service for

the installation of fire hydrants and irrigation water services for the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane.

May 19, 2025. City Council accepted a presentation outlining the construction phases of work, traffic detours, closures and resident impacts for the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane.

March 7, 2025. City Council authorized the fee payment of $121,000 to the National Fish and Wildlife Foundation for mitigation credits for the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane.

January 11, 2025: City Council authorized the execution of an agreement with Krazan & Associates, Inc. to provide Geotechnical Material Testing Services for the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane in the amount of $221,835.

December 16, 2024: City Council authorized approval of Amendment No. 6 with 4Creeks, Inc. in the amount of $104,630.00 for additional design services related to the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane.

November 18, 2024: City Council authorized the award of the construction contract for the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane to Avison Construction, Inc. in the amount of $14,741,768.00 and execute an agreement with Vanir Construction Management, Inc. to provide construction management services for the Caldwell Avenue Widening project from Santa Fe Street to Lovers Lane in the amount of $480,090.00.

October 7, 2024: City Council accepted an update on the real property negotiations for properties needed for the Caldwell Avenue Widening from Santa Fe Street to Lovers Lane Project (CP8268).

September 16, 2024: City Council authorized approval of Amendment No. 5 with 4Creeks Inc, in the amount of $103,246.00 for additional design services related to the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane and accept and appropriate funds allocated from the Senate Bill 1 - Local Partnership Formulaic Program (SB1-LPP) in the amount of $3,844,000.

June 3, 2024: City Council authorized the City Manager to execute a cooperative agreement for reimbursement with the County of Tulare for the installation of a sewer main in Avenue 280 (Caldwell Avenue) from Lovers Lane (Rd. 140) to Rd. 144 and the appropriation of $535,000 from the Wastewater Trunkline Fund (231).

April 1, 2024: City Council accepted an update on the real property negotiations for the properties needed for the Caldwell Avenue Widening from Santa Fe Street to Lovers Lane Project (CP8268).

December 18, 2023: City Council accepted an update on the real property negotiations for the properties need for the Caldwell Avenue Widening from Santa Fe Street to Lovers Lane Project (CP8268).

September 18, 2023: City Council accepted an update on the real property negotiations for properties needed for the Caldwell Avenue Widening from Santa Fe Street to Lover Lane Project (CP8268)

August 7, 2023: City Council adopted a Resolution of Necessity to acquire property and temporary construction easements for portions of eight separate properties along Caldwell Avenue between Santa Fe Street and Lovers Lane for the purpose of widening Caldwell Avenue (CP8268).

June 5, 2023: City Council accepted an update on the real property negotiations for properties needed for the Caldwell Avenue Widening from Santa Fe Street to Lovers Lane Project (CP8268).

October 4, 2021: Council accepted and authorized an appropriation of $1,387,000 from the Senate Bill 1 - Local Partnership Program (SB1-LPP) for the Caldwell Avenue Widening from Santa Fe to Lovers Lane Project (CP8268)

September 21, 2020: Council authorized approval of Amendment Number 2 with 4Creeks Inc. in the amount of $489,755.00 bringing the contract from $768,000.00 to $1,257,755.00 for additional services related to the Caldwell Avenue Widening from Santa Fe to Lovers Lane (CP8268)

April 20, 2020: Council authorized amending the Measure R Supplemental Agreement for the Caldwell Avenue Widening from Santa Fe to Lovers Lane (CP8268) due to increase in the scope of work.

May 2, 2016: Council authorized a contract with 4Creeks Engineering Co. for RFP 15-16-49 to prepare Plans, Specifications, and Estimate for the Caldwell Avenue Widening from Santa Fe to Lovers Lane.

November 21, 2022: Council, in closed session, approved property appraisals and authorized City staff and consultant to purchase properties with authority to pay up to twenty percent above appraised value.

Other: None

Alternatives: None recommended.

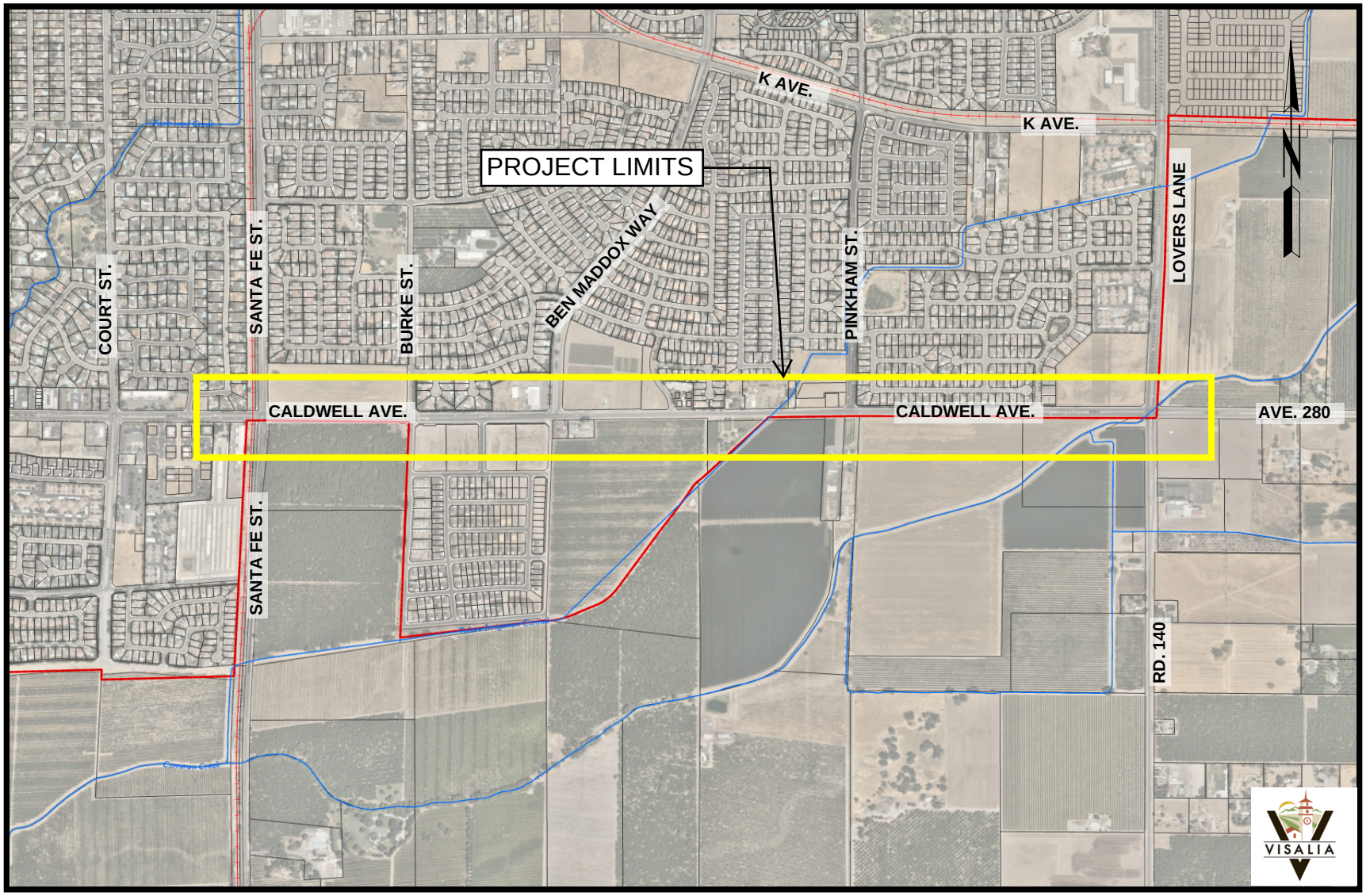
Recommended Motion (and Alternative Motions if expected):
I move to approve the contract change order for the Caldwell Avenue Widening Project from Santa Fe Street to Lovers Lane in the amount of $271,830.61.

Environmental Assessment Status: The environmental assessment has been completed.

CEQA Review: The CEQA review was conducted by County of Tulare for the Avenue 280 (Caldwell Avenue) Corridor Enhancement project.

Deadline for Action: 8/18/2025

Attachments:
1. Project Location Map
2. Change Order Documents



CALDWELL AVENUE WIDENING PROJECT (SANTA FE TO LOVERS LANE)

PROJECT LOCATION MAP

CITY OF VISALIA

315 East Acequia Avenue Visalia, CA 93291

CHANGE ORDER FORM

CALDWELL AVENUE WIDENING FROM SANTA FE TO LOVERS LANE

Change Order No.:	2	City Project No.:	3010-72000/CP8268-999
Submitted by:	Eric Bons	Federal No.:	N/A
Date Submitted:	August 1, 2025	Purchase Order No.:	PO-4077
Committee Review Date:	August 6, 2025	Package No. of Pages	6

	Engineer	Contractor		Specifications	Plans	Exhibits
Change Requested by:	X		Attachments:			X

To:	**Avison Construction, Inc.**	**Contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the Engineer.***

DESCRIPTION OF WORK:

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Categories: E&O=Errors & Omissions; UT=Utilities; BQ=Balance of Quantities; UN=Unforeseen; CofS=Owner Directed Change of Scope

Item No.	Category	Description of Change Order	Net increase	*Net decrease	Total Change
1	E&O	Jack & Bore of 15" sewer main	$271,830.63	$0.00	$271,830.63
2			$0.00	$0.00	$0.00
3			$0.00	$0.00	$0.00
		Total Cost of Change Order:	**$271,830.63**	**$0.00**	**$271,830.63**

** note: enter "decrease" as a negative number (i.e. -1000)*

Item Details:

Note: Include Method of Payment, Location & Limits of Work, Description of Work to be Done, Applicable Specification Changes, Plan Sheet Changes, and Exhibits to provide clear direction. Attach all supporting documents for CO Committee.

ITEM 1: (Agreed Price)

Installation of a 15" sewer main under the existing Cameron Creek culvert at the intersection of Caldwell Avenue and Lovers Lane utilizing a jack & bore method. The bid plans shown the 15" sewer main to be installed using traditional open cut method of installation. The existing culvert for Cameron Creek is not being replaced so the proposed sewer line needs to be installed utilizing a jack & bore method under the existing culvert to keep the traffic flowing through the intersect.

ITEM 2: ((Enter Method of Payment Here)

Enter all Item details here.

ITEM 3: (Enter Method of Payment Here)

Enter all Item details here.

Original Contract Amount:	$14,741,768.00		
Net cost of this Change Order:	**$271,830.63**	1.84%	Increase / Decrease
Total cost of previous Change Orders:	$29,152.60	0.20%	of Original Contract Amount
New Contract Amount:	**$15,042,751.23**	2.04%	Over Original Contract Amount

Note: Change Order Increases greater than $100,000 require City Council authorization.

Previously granted additional days:	0	Original Date of Completion per Contract:	05/13/2026
Contract work days added this CO:	0	New Date of Completion:	05/13/2026

CITY OF VISALIA
315 East Acequia Avenue Visalia, CA 93291

CHANGE ORDER FORM
CALDWELL AVENUE WIDENING FROM SANTA FE TO LOVERS LANE

Change Order No.:	2	City Project No.:	3010-72000/CP8268-999
Submitted by:	Eric Bons	Federal No.:	N/A
Date Submitted:	August 1, 2025	Purchase Order No.:	PO-4077
Committee Review Date:	August 6, 2025	Package No. of Pages	6

We the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified, and will accept as full payment the prices shown above.
NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.

CONTRACTOR ACCEPTANCE BY

Signature	*Print Name & Title*	*Date*

APPROVAL RECOMMENDED BY PROJECT ENGINEER

Signature	*Print Name & Title*	*Date*

ENGINEER APPROVAL BY SUPERVISOR

Signature	*Print Name & Title*	*Date*

ENGINEER APPROVAL BY DEPARTMENT HEAD

Signature	*Print Name & Title*	*Date*

CHANGE ORDER COMMITTEE ACTION:

(note: Committee Chair to check appropriate action)

Approved:		Resubmit w/changes:	
Approved w/revisions:		Denied:	

Signature	*Print Name & Title*	*Date*
	,Committee Chair	

CHANGE ORDER REQUEST

Avison Construction, Inc.
0317- Caldwell Avenue Widening

DATE: 7/09/2025
PCO#: 5

To:	Eric Bons City of Visalia P.O. Box 4002 Visalia, CA 93278-4002	**From:**	Robert Newman Avison Construction, Inc. 40434 Brickyard Drive Madera, CA 93636
Phone:		**Phone:**	559.431.0317
Fax:		**Fax:**	559.431.0321
Email:	Eric.Bons@visalia.city	**Email:**	rnewman@avisoninc.com
CC:			

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: Sewer Bore at Lovers Lane
  - Proposed Scope of Work:
- The prices below are valid until

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : Sewer Bore at Lovers Lane	Initiated		0.000	LS	0.00000	229412.95
2 : 60" Manhole	Initiated		0.000	LS	0.00000	17705.80
3 : 10% Markup	Initiated		0.000	LS	0.00000	24711.88
						271830.63

Submitted By:

7/09/2025
Robert Newman — Date

Approved By:

Eric Bons
City of Visalia — Date

Bill Nelson General Engineering Construction, Inc.

1099 E. Champlain Dr.
Suite 'A', PMB 269
Fresno, CA 93720
Office: PH (559) 439-1756 FAX (559) 439-1726

estimating@bngec.us

COST PROPOSAL

To:	Avison Construction	**Date:**	7/9/2025
Project:	Caldwell Ave Widening & Improvements	**CP #**	2302-01

General Description:

Furnish all Labor, Tools, Materials, Equipment, and Incidentals to Bore & Jack 178 LF of 30" Steel Casing. Furnish & Install Jacking & Receiving Pits w/ Shoring per CALOSHA Requirements. Remove Shoring, Backfill, & Compact Pits. Includes Skids, End Seals, Sand Backfill, and Pushing Contractor Supplied 15" SDR-35 PVC.

LABOR

QTY	POSITION	REGULAR				OVERTIME				TOTAL AMOUNT
		HRS	Man-Hours	RATE	AMNT	HRS	Man-Hours	RATE	AMNT	
1	Foreman	32	32	$118.78	$3,800.96	0	0	$158.49	$0.00	$3,800.96
1	Operator, Exc	32	32	$115.07	$3,682.24	0	0	$152.92	$0.00	$3,682.24
1	Operator, Exc	32	32	$115.07	$3,682.24	0	0	$152.92	$0.00	$3,682.24
1	Operator, Wheel Loader	32	32	$115.07	$3,682.24	0	0	$152.92	$0.00	$3,682.24
2	Laborers	32	64	$78.32	$5,012.48	0	0	$99.97	$0.00	$5,012.48
									Subtotal:	$19,860.16
									15% P&O:	$2,979.02
									Labor Total:	**$22,839.18**

	EQUIPMENT	HOURS	RATE	AMOUNT
1	Crew Truck	32.00	$78.00	$2,496.00
1	Cat 325F Excavator w/ Bucket	32.00	$149.12	$4,771.84
1	Cat 325F Excavator w/ Bucket	32.00	$149.12	$4,771.84
1	Compaction Wheel, Exc	32.00	$25.00	$800.00
1	Compaction Wheel, BH	32.00	$15.00	$480.00
1	Cat 930G Loader	32.00	$126.07	$4,034.24
1	Water Truck, 2500 Gal.	32.00	$64.72	$2,071.04
1	Shoring Equipment	120.00	$181.00	$21,720.00
			Subtotal:	$41,144.96
			15% P&O:	$6,171.74
			Equipment Total:	**$47,316.70**

UNIT	MATERIALS	QTY	UNIT PRICE	AMOUNT
LF	15" SDR-26 PVC Pipe	182.00	$43.50	$7,917.00
			TAX:	$712.53
			Subtotal:	$8,629.53
			15% P&O:	$1,294.43
			Material Total:	**$9,923.96**

UNIT	SUBS / MISC.	QTY	UNIT PRICE	AMOUNT
LS	30" Steel Casing Bore & Jack, Pacific Boring	1.00	$142,222.00	$142,222.00
			Subtotal:	$142,222.00
	2025-2026 UNION LABOR RATES, EFF 6/30/2025		5% P&O:	$7,111.10
	CALTRANS EQUIPMENT RENTAL RATES, APRIL 1, 2025 - MARCH 31, 2026		**Subs / Misc. Total:**	**$149,333.10**

Total:	**$229,412.95**

Bill Nelson General Engineering Construction, Inc.

1099 E. Champlain Dr.
Suite 'A', PMB 269
Fresno, CA 93720
Office: PH (559) 439-1756 FAX (559) 439-1726

estimating@bngec.us

COST PROPOSAL

To:	Avison Construction	**Date:**	7/9/2025
Project:	Caldwell Ave Widening & Improvements	**CP #**	2302-02

General Description:

Furnish all Labor, Tools, Materials, Equipment, and Incidentals to Construct City Std S-2 SSMH at STA 86+41. Provide Shoring per CALOSHA Requirements. Adjust Iron to Final Grade.

LABOR

QTY	POSITION	REGULAR				OVERTIME				TOTAL AMOUNT
		HRS	Man-Hours	RATE	AMNT	HRS	Man-Hours	RATE	AMNT	
1	Foreman	10	10	$118.78	$1,187.80	0	0	$158.49	$0.00	$1,187.80
2	Operator, Journeyman	10	20	$115.07	$2,301.40	0	0	$152.92	$0.00	$2,301.40
3	Laborer, Journeyman	10	30	$78.32	$2,349.60	0	0	$99.97	$0.00	$2,349.60
									Subtotal:	$5,838.80
									15% P&O:	$875.82
									Labor Total:	**$6,714.62**

	EQUIPMENT	HOURS	RATE	AMOUNT
1	Crew Truck w/ Tools	10.00	$78.00	$780.00
1	Cat 325F Excavator w/ Bucket	10.00	$149.12	$1,491.20
1	Compaction Wheel, Exc	10.00	$25.00	$250.00
1	Cat 930G Loader	10.00	$126.07	$1,260.70
1	Water Truck, 2500 Gal.	10.00	$64.72	$647.20
			Subtotal:	$4,429.10
			15% P&O:	$664.37
			Equipment Total:	**$5,093.47**

UNIT	MATERIALS	QTY	UNIT PRICE	AMOUNT
LS	Precast MH Shaft & Cones, MH Waterstop Rings	1.00	$3,105.00	$3,105.00
LS	Cast Iron MH Frame & Cover	1.00	$450.00	$450.00
LS	Cast-in-Place Concrete, Trucked	1.00	$1,150.00	$1,150.00
			TAX:	$423.45
			Subtotal:	$5,128.45
			15% P&O:	$769.27
			Material Total:	**$5,897.72**

2025-2026 UNION LABOR RATES, EFF 6/30/2025

CALTRANS EQUIPMENT RENTAL RATES, APRIL 1, 2025 - MARCH 31, 2026

Total:	**$17,705.80**

Visalia City Council

Staff Report

File #: 25-0317 **Agenda Date:** 8/18/2025 **Agenda #:** 4.

Agenda Item Wording:
Commercial Solid Waste Container Purchase Contract - Authorize the City Manager to award a 4-year Sourcewell contract to Wastequip Manufacturing Company, LLC for the purchase of solid waste commercial bins, roll off containers, and supplies for the total amount not to exceed $2,643,000 over four (4) years.

Prepared by: Jason Serpa, Public Works Manager, jason.serpa@visalia.city, 559-713-4533; Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, 559-713-4052.

Department Recommendation: Staff recommends that City Council authorize the City Manager to award a 4-year Sourcewell contract to Wastequip Manufacturing Company, LLC for the purchase of solid waste commercial bins, roll off containers, and supplies for the total amount not to exceed $2,643,000 over four (4) years.

Summary:
The City budgets annually for the purchase of solid waste commercial bins and roll off boxes through the Capital Improvement Budget. The contract amount recommended within this staff report is based on the amounts identified within the final year of the currently appropriated 2-year budget, in addition to the amounts identified for the following 3 years of the 6-year capital improvement plan.

Background Discussion:
The Solid Waste Division utilizes various sized bins to collect trash, recyclables, and green waste from commercial accounts throughout the City. There are approximately 7,500 commercial bins and roll off boxes in service, and the typical lifespan of a bin is 10-15 years.

Commercial bins range in size from one to six yards in cubic proportion, and the roll off containers range from 15 to 40 yards. Staff is recommending that both the commercial size and roll off bins be included with this contract authorization.

Recent legislation has required cities to ensure that recycling services are administered to all commercial businesses within jurisdiction. This increased the bins in service by nearly 30% over the last 5 years, making it essential for this annual capital improvement project to be continuously approved to maintain the levels of replacement bins and repair parts on hand.

Sourcewell Piggy-back Contract:
As a government entity, the City can utilize various contracts at pre-negotiated contract pricing, including contracts listed by the Sourcewell Cooperative.

As of the beginning of this fiscal year, Sourcewell published a new contract (010825-WQI) that the City can utilize for the purchase of commercial bins. Based on the evaluation conducted by Sourcewell of 21 proposers, Wastequip was given the highest overall rating. Wastequip's

manufacturing and shipping point is Galt, CA and provides for the closest and lowest cost of shipping. The City has ordered commercial bins and boxes from Wastequip for many years, as this aids in keeping all inventory uniform and maintenance low for replacement parts and repair. This prevents the need to make any adjustments to the operating front-load arms on the trucks or any adjustments to operator training. This also minimizes the overall cost to operations as one contract can be utilized for parts and repair, as needed.

Fiscal Impact:
The City budgets annually for the purchase of solid waste commercial bins through the Capital Improvement Budget. The contract amount recommended within this staff report is based on the amounts identified within the final year of the currently appropriated 2-year budget, in addition to the amounts identified for the following 3 years of the 6-year capital improvement plan.

CIP Budget	FY25/26	FY26/27	FY27/28	FY28/29
Commercial Bins (EQ0013)	$525,000	$525,000	$530,000	$540,000
Roll Off Boxes (EQ0165)	$128,000	$130,000	$130,000	$135,000
Total Proposed Contract	**$653,000**	**$655,000**	**$660,000**	**$675,000**
			Total Contract	**$2,643,000**

**Budget amounts planned for future years (shaded grey in above figure) are not yet appropriated. Renewal of this contract for additional future years will be contingent upon the appropriation of planned amounts during the future budget process.*

Historical 4-year Costs for the budgeted projects above are as shown in the following figure:

Historical Expense	FY21/22	FY22/23	FY23/24	FY24/25	Totals
Commercial Bins (EQ0013)	$437,740	$632,911	$421,090	$374,368	**$1,866,108**
Roll Off Boxes (EQ0165)	$78,309	$80,393	$71,717	$63,161	**$293,581**
				Total Expense	**$2,159,689**

The total of a four-year contract is being sought in order to match the current Sourcewell contract (010825-WQI) term maturity date of May 19, 2029.

Prior Council Action: 10/1/2021 - Council authorized a 1-year contract with 3 additional 1-year renewals in the amount of $406,000 per year.

Alternatives: As an alternative to a sole source contract, City may elect to conduct its own RFB process. This is not recommended as such an action is not expected to result in better pricing than is willing to be extended through the Sourcewell cooperative.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award a 4-year Sourcewell contract to Wastequip Manufacturing Company, LLC for the purchase of solid waste commercial bins, roll off containers, and supplies for the total amount not to exceed $2,643,000 over four (4) years.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/18/2025

Attachments:

- Sample Contract
- Wastequip Sourcewell Contract 010825-WQ1
- Sourcewell Evaluation of Proposers
- Wastequip Products and Services
- Wastequip Sourcewell Price Guide

Annual Contract for Supply and Delivery of Commercial Bins and Supplies
City of Visalia

This Agreement, entered into and effective this _____ day of _____, 2025 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and WASTEQUIP MANUFACTURING COMPANY, LLC, hereinafter referred to as the "VENDOR", or "CONTRACTOR".

R E C I T A L S

WHEREAS, VENDOR is a Limited Liability Company (insert individual or entity type) with a primary business address of 6525 Carnegie Blvd., Suite 300, Charlotte, NC 28211 and SSN or EIN: 22-3191624; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires to enter into contract for Commercial Bin and Supply Purchases, and

WHEREAS, VENDOR represents it is licensed, qualified and willing to complete the work pursuant to terms and conditions of this Contract.

NOW, THEREFORE, CITY and VENDOR agree as follows:

TERM:
The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The contract term shall be for a one (1) year period, with the option to renew annually for three (3) additional years.

This Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the VENDOR thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, VENDOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

ATTACHMENTS INCORPORATED:
The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements

1. **VENDOR/CONTRACTOR SCOPE OF SERVICES and COMMITMENTS**:

Vendor to supply the City of Visalia with commercial bins and supplies for purchase and delivery.

2. **CITY COMMITMENTS**:

TASK	COMPLETION DATE
Pay Vendor monthly as deliveries of commercial bins are made.	Upon receipt of Vendor's approved invoice.

3. COMPENSATION:
CITY shall pay VENDOR compensation for approved invoices of delivered commercial bins and supplies, however, CITY shall not pay more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed, based on invoices, receipts, time sheets and similar documents presented by VENDOR to CITY.

Total Compensation:	$2,643,000 (not to exceed amount)
Source of Funds:	Local Revenues

Payment Schedule:	Within 30 days from date of invoice

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

VENDOR

Dated: _____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By:_____

City Manager

Dated: _____ By:_____

City Attorney

Dated: _____ By:_____

City of Visalia Risk Manager

Dated: _____ By:_____

City of Visalia Project Manager

GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA	WASTEQUIP MANUFACTURING COMPANY, LLC
707 W. Acequia Ave.	6525 Carnegie Blvd. Suite 300
Visalia, CA 93291	Charlotte, NC 28211
Attention: City Clerk	Attention: Laura P Hubbard

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

K. **Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an

exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

L. **EXECUTIVE ORDER N-6-22 – Russia Sanctions** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

      (1) bodily injury;
      (2) personal injury;
      (3) broad form property damage;
      (4) contractual liability;
      (5) cross-liability;
      (6) products and completed operations liability

4. **Other Insurance Provisions.**

   If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**

   All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

   a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

   b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. <u>Proof of Coverage</u>.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

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MASTER AGREEMENT # 010825
CATEGORY: Bulk Solid Waste and Recycling Equipment
SUPPLIER: Wastequip Manufacturing Company LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Carnegie Blvd., Suite 300, Charlotte, NC 28211 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 19, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #010825) to Participating Entities. In Scope solutions include:

   a. Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction;
   b. Knuckleboom and grapple loaders;
   c. Hook and hoist dumpster loaders;
   d. Roll-off trucks; and
   e. Refuse and recyclable material balers and compactors.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary and directly related to the equipment, products, or services being proposed in 1. a. - e. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants only Included Solutions of its manufacture, sold by the Supplier, or by a Supplier authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit undisputed payment, delinquent undisputed payments, underpayments of undisputed amounts, or other material deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Neither the Supplier nor Sourcewell may assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Notwithstanding the foregoing, Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible party and named in the Agreement. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Either Party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement TO THE EXTENT THE INCLUDED SOLUTIONS HAVE BEEN USED ACCORDING TO THEIR SPECIFICATIONS. Sourcewell's responsibility will be governed by the State of

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Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE INDEMNITEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

    d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Either Party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Recipient will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Breaching Party under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually determined by Participating Entity and the Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

9) Force Majeure. Supplier shall not be held responsible for delay or default caused by acts of God or other conditions that are beyond Supplier's reasonable control.

Sourcewell	Wastequip Manufacturing Company LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Laura Hubbard 834FF567BB0940B...
By: _____	By: _____
Jeremy Schwartz	Laura Hubbard
Title: Chief Procurement Officer	Title: Director of Municipal Sales
Date: 5/29/2025 | 6:53 AM CDT	Date: 5/28/2025 | 5:46 PM EDT

RFP 010825 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name:	Wastequip Manufacturing Company LLC
Address:	(Bid Location) 841 Meacham Road Statesville, NC 28677
Contact:	VICKY CONNELLY-TURMAN
Email:	bids@wastequip.com
Phone:	800-424-0422 09641
HST#:	22-3191624

Submission Details

Created On:	Thursday November 14, 2024 09:04:29
Submitted On:	Wednesday January 08, 2025 09:47:56
Submitted By:	VICKY CONNELLY-TURMAN
Email:	bids@wastequip.com
Transaction #:	47b1e5d2-7634-436b-8161-d5c3fac75387
Submitter's IP Address:	4.37.174.194

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Wastequip Manufacturing Company LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Wastequip Manufacturing Company LLC's affiliates are its Wastequip sister companies, Confab, Galbreath (Pioneer), Amrep, ContainerPros, Wastequip WRX, Wastebuilt, and Mountain Tarp; however, Wastequip Manufacturing Company LLC is the Responsible Supplier to execute this master agreement with Sourcewell.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: C6CCF17GV7B7 CAGE Code: 1LRZ1	*
5	Provide your NAICS code applicable to Solutions proposed.	332420, 332439, 333131, 333310, 423830, 333923	
6	Proposer Physical Address:	6525 Carnegie Blvd, Suite 300 Charlotte, NC 28211	*
7	Proposer website address (or addresses):	www.wastequip.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Laura Hubbard Director of Municipal Sales 841 Meacham Road Statesville, NC 28677 lhubbard@wastequip.com 704-682-3398	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Vicky Connelly-Turman Bids/Contracts Supervisor - Steel 841 Meacham Road Statesville, NC 28677 vconnelly@wastequip.com 980-987-7602 ext. 9641	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie Clark Senior Manager, Bids and Contracts, Wastequip, LLC & Toter, LLC 841 Meacham Road Statesville, NC 28677 kclark@wastequip.com 980-987-7602 ext. 9584	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina, with over forty (40) manufacturing and service facilities throughout North America. Wastequip employs more than 2000 dedicated employees. We serve our customer base on a local level while delivering cost advantages that smaller manufacturers cannot achieve. This gives Wastequip a clear edge over our competitors. Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision is to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery, and outstanding customer service. Wastequip systematically acquired the leading businesses and brands over the course of three decades, combining them under the Wastequip name. These trademarks included everything from standard and specialized steel containers for every waste handling need, to garbage trucks to hoists, carts, and tarping systems, as well as container and compactor maintenance, repair, and service. For all of your waste handling needs, Wastequip is your "All In One" company.	*
12	What are your company's expectations in the event of an award?	Wastequip anticipates the following as a potential incumbent awardee: • Continue to raise market awareness of our Sourcewell contract, our goods, and services by partnering with other Awarded Sourcewell Vendors and providing comprehensive product purchase solutions through our Sourcewell contract. • Continue to promote Sourcewell among our current clientele and extend this service to Wastequip's recently acquired businesses. • Maintain and enhance our dealer networks' comprehension of Sourcewell and how to use our Sourcewell contract to obtain a competitive edge. • Continue to increase market share in order to sustain revenue growth. • Together, Wastequip and Sourcewell can provide Public Agencies with quality solutions within one "All In One" company.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The attached Organizational Chart shows Wastequip Manufacturing Company LLC's relationship to Wastequip, LLC and ultimately to Patriot Container Corp. Patriot Container Corp. is the level of ownership where we produce our financial statements and report earnings; therefore, we have attached a copy of our most recent unaudited financials. As a privately held company, our financial statements are proprietary trade secrets and we take great lengths to protect the confidentiality of this information by restricting disclosure of this information to those that have a need to know for a specific purpose (typically through non-disclosure agreements). Wastequip Manufacturing Company LLC is providing these financial statements as required by the RFP terms and trusts that Sourcewell will not post this information for public viewing and provide Wastequip Manufacturing Company with notice if a FOIA request is made for information that would include these financial statements. *You can find these attachments along with a referral letter from our bank uploaded in the Financial Strength and Stability Documents labeled, "RFP #010825 WQ Financial Strength and Stability"	*
14	What is your US market share for the Solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position upon request. Based on our internal estimates, we determined that most of Wastequip's business units are a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Most of our divisions do a small amount of business in Canada; therefore, we do not track our Canadian market share. However, we will seek further business in Canada, utilizing Canoe, and increasing Revenue.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Wastequip Manufacturing Company LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Wastequip Manufacturing Company LLC sales are made directly in North America by our Sales footprint of twenty-six (26) Regional Sales Managers (RSMs) currently, plus four (4) Division Sales Directors, one (1) Municipal Sales Director, and one (1) Vice President of Sales. Additionally, we depend on reputable dealers that aid us in building new business and offer support services in the US and Canada. Our RSMs and dealer network are fully supported by a team of Customer Service Representatives (CSRs), Inside Sales/ Call Specialists at the Wastequip Call Center, as well as a dedicated Bids/Contracts staff and Quality/Warranty Team. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wastequip Manufacturing Company LLC has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses. We operate facilities that are OSHA compliant. Our steel waste containers, compactors, parts, and hoist systems meet or exceed the American National Standards Institute (ANSI) standards to ensure consistent quality and safety: • ANSI Z245.30 - 2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Safety Requirements. • ANSI Z245.60-2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Compatibility Dimensions. • ANSI Z245.2-2013 Stationary Compactors - Safety Requirements for Installation, Maintenance, and Operation. • ANSI Z245.5-2013 Baling Equipment - Safety Requirements for Installation, Maintenance, and Operation. • ANSI Z245.1-2017 Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment. Employees from several Wastequip divisions have been on or are currently serving on committees or subcommittees of the National Waste and Recycling Association.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Wastequip, LLC, the parent company of Wastequip Manufacturing Company LLC, has received several recognitions: • August 2023, our sister division, Wastebuilt, received an international GOLD dotCOMM award for its transformative digital presence in partnership with Americaneagle.com and OroCommerce. This award honors excellence in web creativity and digital communication and also recognizes the time and effort Wastebuilt invested to build a scalable, dynamic, and integrated solution to fix problems for our customers, for Wastebuilt, and all concerned in Wastequip's eCommerce/dotCOMM endeavors. Wastebuilt is the waste industry's online source for waste equipment supplies and replacement parts for refuse trucks, roll-off hoists, compactors, containers, and more. • March 2022, Wastequip was a nominee for Sustain Charlotte's 10th Annual Charlotte Sustainability Awards in the Large Business category. This award honors businesses for advancing smart growth and sustainability in Charlotte, NC. • October 2021, our sister division, Toter, was nominated for the "Coolest Thing Made in NC" by the NC Chamber. This competition celebrates North Carolina's manufacturers and shines a light on manufacturing careers and allows the public to nominate and vote for favorite products manufactured in North Carolina. Executive Team Awards: • Waste 360 awarded Wastequip's Brittany Taylor, Regional Sales Manager, to the 2023 class of “40 under 40” awards. Chance Hennig, Regional Sales Manager was also named to the 2021 Class. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling, and organics has made a significant contribution to the waste and recycling industry.
21	What percentage of your sales are to the governmental sector in the past three years?	For the product line being offered in this RFP, over the past three years, approximately 6% of our total sales were in the government sector.
22	What percentage of your sales are to the education sector in the past three years?	For the product line being offered in this RFP, over the past three years, approximately 1% of our total sales were in the education sector.

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	***CONFIDENTIAL INFORMATION*** Sourcewell: • 2021 = $12.7M • 2022 = $10.3M • 2023 = $12.9M Houston Galveston Area Council (HGAC): • 2021 = $252K • 2022 = $550K • 2023 = $144K Texas BuyBoard: • 2021 = $878K • 2022 = $1.5M • 2023 = $1.0M MassDEP: • 2021 = $361K • 2022 = $930K • 2023 = $464K	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None are held at this time.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Temple, TX	Joseph Paine, Commercial Foreman	(254) 289-5725	*
City of Enumclaw Public Works, WA	Branden Herrell, Operations Manager	(360) 615-5659	*
Spartanburg County, SC	Steve Walker, Public Works Manager	(860) 706-3587	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSMs). Our direct Wastequip employed sales network consist of the following: • Wastequip Manufacturing Company LLC: Twenty-six (26) RSMs that cover the continental US, Hawaii, Alaska, and Canada and six (6) Customer Service Representatives (CSRs) • Confab Steel Group: Three (3) RSMs that cover the lower US West Coast and Hawaii and five (5) CSRs • Galbreath Mobile Group: Five (5) RSMs that cover the continental US and Canada and three (3) CSRs • Amrep Mobile Hoist Group: Five (5) RSMs that cover the continental US and Canada and eight (8) CSRs • ContainerPros: The strength of ContainerPros lies in its diverse and experienced workforce, including Directors, Project Managers, Project Coordinators, Data Coordinators, Project Supervisors, and Leads. Each professional brings a wealth of expertise and hands-on experience, ensuring that every project is executed with precision and care. This well-rounded team works seamlessly together, managing all aspects of service delivery from planning through completion. • Wastebuilt: Wastebuilt is Wastequip's Original Equipment Manufacturer (OEM) Parts Provider for Wastequip Products as well as Aftermarket Parts Provider for non-Wastequip Products. Wastebuilt is organized in four (4) US Regions: FLORIDA, EAST, CENTRAL and WEST. Each Region is Managed by a Regional Director and Outside Sales Team. Overall, there are seventeen (17) Outside Sales Representatives and an additional four (4) Field Merchandisers throughout the US. • Mountain Tarp: Mountain Tarp is the premier manufacturer of tarping systems for construction, agriculture and transportation applications. With six (6) manufacturing and installation sites, Mountain Tarp also works in conjunction with Wastequip WRX, multiplying Mountain Tarp locations across the country to handle customer repairs and new system installations. All Wastequip groups are supported by our four (4) Regional Sales Directors, our Director of Municipal Sales and the Bids/Contracts Team. Wastequip also has an Inside Sales Team furthering the above sales and support footprint, to provide quoting and assistance as needed. There are seven (7) Inside Sales team members, led by one (1) manager position. This team extends all of Wastequip's Sales teams, centrally located, to provide support across North America and beyond. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an exceptional level of sales, including, but not limited to making sales calls necessary to cover territories, assisting with test programs, and warranty administration. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	All Wastequip Groups rely on a wide and geographically diverse independent third-party dealer network and service providers who aid in developing new business and provide additional support services to Participating Entities. We are intent on providing quality "All In One" solutions. • Wastequip/Confab Steel Groups offer approximately fourteen (14) Preferred Dealers who employ personnel to handle sales, service, maintenance, and installation of Wastequip's products. • Galbreath Mobile Group has structured a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US and Canada. • Amrep Mobile Hoist Group offers a geographically diverse independent third-party dealer network consisting of six (6) dealers with eleven (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from five (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams. • Wastequip WRX offers ten (10) service locations across the US. If the customer cannot be serviced through one of our locations, we will provide services through our 3rd Party network. • Mountain Tarp has a well-established Dealer network to provide Tarp sales and service across the United States.

28	Service force.	All Wastequip Groups depend on a vast and geographically varied network of independent third-party dealers and service providers who help Wastequip grow its business and offer extra support services. We also employ division specific engineering staff who are available for specific design projects or technical requirements. Wastequip provides “All In One” solutions. • Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service, and repair of equipment. • Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service, and repair of equipment assistance. • ContainerPros, a service division, is highly skilled and versatile to provide owners and operators with an array of specialized professional waste management services including container assembly, maintenance, service, consulting, sales and marketing, and customer management across the United States and Canada. • Wastequip WRX, another service division, provides repair services for all makes and models of commercial refuse trucks and trash compactors/balers. • Wastebuilt’s thirteen (13) Parts Distribution Centers cover all major regions in the US with local Delivery and Will Call (paid-for parts delivered/held at agreed upon location). Most parts can be delivered by the means of our own delivery trucks or 3rd party logistics dealers within 1-3 days throughout the US for all items in stock. Our national phone system routes our customers based on area code to the closest brick and mortar site to service them with inventory on hand. • Mountain Tarp has six (6) production and installation facilities in the United States. In order to manage client maintenance and new system installations, Mountain Tarp also collaborates with Wastequip WRX locations nationwide. Wastequip’s dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams, extending our availability to customers.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our general outline for order processing is: 1. Wastequip prepares proposal documents based on product selection by Sourcewell Member. 2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell Member or Dealer utilizing our SalesForce.com Customer Relationship Management (CRM) system. 3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Wastequip, or Dealer, as appropriate. 4. Order is entered electronically into the Wastequip D365/CRM order entry system. 5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approval Forms. 6. Once signed order acknowledgement is received, the order is released for production planning for a production timeframe. 7. Order is produced to required specifications. 8. Wastequip logistics team contacts Sourcewell Member to schedule delivery. 9. Order is delivered to Sourcewell Member. 10. Product and Warranty support available.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Wastequip takes great satisfaction in providing exceptional customer service and has extensive experience working with municipal and private accounts of all sizes, as well as multi-location enterprises. Our large customer base requires rapid customer care and strict, just-in-time delivery performance. Regional Sales Managers (RSMs) and Customer Service Representatives (CSRs) at Wastequip attend to the needs of customers before, during, and after they place orders with our business. Within 48 hours after receiving the purchase order, we aim to have clients' orders submitted, entered, and confirmed with ship dates for regular product order entry. A similar procedure is followed for non-standard or special products, which comprises engineering, sales drawing submission for approval, and confirmation of the ship date after approval. At Wastequip we want all customers to have a great experience with our products - from our first contact with us, all the way through product delivery. As such, we have adopted the following Customer Service Credo Commitment: • We will treat all customers with respect. • We will follow up with customers upon receipt of order to ensure satisfaction. • We will resolve any issues quickly. • We will provide a dedicated Customer Service Representative (CSR) for each participating member. • We will respond quickly on quotes (same-day response in most cases).

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Wastequip Manufacturing Company LLC has enjoyed the privilege of working with Sourcewell since 2012 with previous contracts and we are excited about the opportunity to continue our relationship with Sourcewell and their Participating Entities. We have extensive experience marketing cooperative purchasing agreements with a high degree of success that has resulted in successful sales to over 890 Sourcewell Participating Entities. Wastequip Manufacturing Company LLC's executive leadership and sales team are fully invested, and all resources are in place for a seamless transition. Our Bids/Contracts team and Regional Sales Managers are very familiar with and ready to promote a new contract to existing and new agencies. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Wastequip Manufacturing Company LLC currently provides our complete line of products and services to Canadian entities. We have been fortunate to have our Sourcewell contract adopted by Canoe and have been very pleased with the increase in interest, and activity in Canada. We will seek to increase member participation in Canada with a new contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces. The thirteen (13) production facilities owned by Wastequip Manufacturing Company LLC are positioned strategically across the US to provide complete service. Since 2018 Wastequip's Amrep Mobile Hoist Group has been widening its reach and presence in the Central and Eastern U.S. adding to its already strong presence in the Western region. Amrep intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited. In May 2024, Amrep announced its expansion of their East Coast facility in Salisbury, NC.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requirements or restrictions would apply. Wastequip is able to serve these areas with all of our offered products. We are adept at handling the difference in our service involving Ocean Freight, different sized sea containers (different container quantities than over-the-road semi-truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather-related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are accepting of these freight differences.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy utilizes both digital and print platforms, including paid and organic posting on social media. This will prioritize outreach through key industry publications like American City & County and Government Product News. We will foster our partnership with Sourcewell across select media channels by publishing press releases and targeted content designed to reach key market segments. This messaging will focus on targeting Public Works, Municipalities, and other sectors where our collaboration adds significant value. Wastequip will predominantly highlight our Sourcewell partnership at the trade shows we attend. To call attention to this relationship, we will display the Sourcewell logo on show materials like banner stands and literature at major regional and national events. The Wastequip Bids and Contracts Department is a key component in communicating our Sourcewell partnership by incorporating their logo and relevant details into quotes and outreach efforts. This approach will aid in growing Sourcewell's reach into underserved markets and raise awareness in new sectors. We will continue to emphasize the value brought to the entities we serve across our web properties. The plan to feature Sourcewell information will include a link back to Sourcewell's website to enhance visibility and simplify engagement in this valuable partnership. *Please find Wastequip's Marketing Materials uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples"	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Wastequip's multifaceted marketing strategy leverages various channels to maximize visibility by boosting brand awareness and driving customer engagement. We conduct research to identify effective organic and paid search terms that resonate with our target audience and incorporate these insights into the content on our branded websites. We use this information to develop a comprehensive list of keywords for our paid search efforts that enhance our organic program. Through robust tracking methods, we gain a clear understanding of our customers' online behaviors, job titles, and locations. This data enables us to retarget visitors and create lookalike audience segments for expanded advertisement placements. Additionally, we use Urchin Tracking Module (UTM) parameters and custom redirects to capture personal interactions with our brands. All this data contributes to building detailed audience segments on social platforms. This allows us to accurately target key professionals on LinkedIn, Meta, and other channels for our paid social media. • Facebook Metadata Audience Demographics: Age, location, interests, gender. Engagement Metrics: Likes, shares, comments, click-through rates, and post reach. Visitor Data: Repeat visitors vs. new visitors, time spent on the page, and bounce rate. • LinkedIn Metadata Audience Details: Job titles, industry, company size, and geographic data. Engagement Insights: Likes, shares, comments, and click-through rates. Campaign Metrics: Conversion rates, impressions, and click-through rates. • Wastequip Website Properties Metadata Visitor Data: Unique visitors, returning visitors, pages per session, session duration. Source/Medium: Identifies traffic sources (organic, paid, referral, campaign). Behavior Metrics: Pages viewed, exit pages, bounce rate, and form submissions. Conversion Data: Tracks product page views, download actions, and completed forms. • Banner Ads Metadata Campaign Data: Impressions, click-through rates, and conversion rates. Lead Source Information: Tracks lead origin through campaigns, banner ads, and keywords. Audience Targeting: Target demographics (age, location, interests). Sales Cycle Tracking: Lead progression in Salesforce from inquiry to sale. *Please find Wastequip's social media examples uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples".	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In promoting agreements from this RFP, Sourcewell provides important foundational support by leveraging its established credibility and outreach capabilities. Sourcewell can amplify the agreement's visibility through its network and communication channels, thus ensuring potential customers are informed of the benefits and streamlined purchasing processes that are available to them. Wastequip will take a proactive approach and continue to integrate a Sourcewell-awarded agreement into our sales process, involving refresh sessions with our Regional Sales Managers, Dealers, and other internal staff on how to effectively communicate Sourcewell's added value to established and potential Members. Additionally, we will leverage the Wastequip Marketing team to support this effort through digital media campaigns, targeted email communications, product showcases, and promotional events. By creating specific audience segments in our CRM and using tailored messaging, we will engage relevant industries and specific job titles with personalized content. This integrated approach allows us to seamlessly promote the Sourcewell agreement, maximizing its impact and driving greater adoption among our customers. Through consistent tracking and feedback, we will be able to adjust our strategy to advantageously meet Sourcewell's objectives and our clients' needs.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the specialized requirements and customizations of Wastequip products, we do not operate through an e-procurement ordering platform. However, we accept purchase orders by mail, fax, and email. We can work with members to use Ariba Supplier Solutions and provide invoicing for customers using Ariba. Additionally, we have the capability to enter order updates (such as delivery information) and invoices in select customers' e-procurement systems and inter-municipal platforms. This flexibility streamlines and matches processes for customers, so that we continuously meet their needs.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Wastequip Manufacturing Company LLC offers plant tours for our customers upon request, and our Regional Sales Managers are on hand for onsite training and troubleshooting issues in the field. We offer assembly instructions upon request, and at the end of each project for containers being serviced. Simple repairs can be explained in 1-to-2-page instruction sheets but can also be done in person. Wastequip Compaction Technical Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is $350 per student and each attendee receives a service training manual, training competitions certificate and an electric voltmeter. The curriculum includes the following: 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features	*
42	Describe any technological advances that your proposed Solutions offer.	Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers' desire to operate compressed natural gas (CNG) powered vehicles as well as electric vehicles (EV's). 3. Wastebuilt's highly advanced national phone system has the ability to route customer calls, based on their area code, to the closest brick and mortar site to service them with inventory on hand. 4. See our CORE initiatives listed in question forty-three (43).	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	At Wastequip, we are focused on our commitment to improving the condition of the planet, the lives of our employees, and the quality of life in the communities we serve, all while maintaining a healthy and thriving company. Some of the ways we are working towards our "green" initiatives are: • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we've currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants with LED lighting. • Distribution efficiency: We are continuously innovating our products to enhance our "green" initiatives. We continue to employ nesting improvements in the distribution of our steel containers, allowing us to nest and ship more products on each truckload. • Renewable Energy: Following a successful launch at our facility in Tyler, Texas, our staff created "solar powered" signage for several of our Wastequip plant locations. Many Wastequip plants and offices have been upgraded with motion sensing lights and newer LED ballasts to reduce energy consumption and waste. • Climate Preservation: As we have acquired new steel facilities, we have also replaced welding gas tanks that could be prone to leakage, therefore preventing damage to the climate. *Please find our Sustainability Report uploaded to Upload Additional Documents Zip file labeled, "RFP #010825 Upload Additional Documents".	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	To understand the complete environmental impact of our products, we continue to work with a consultant on cradle-to-grave Life-Cycle Assessments (LCAs), which scientifically measure the carbon footprint of our products. This includes the raw materials we source, inbound transportation to our facilities, manufacturing our products, distributing our products, the use of our products, and the end of life, and complies with ISO 14044 standards. From our new Steel LCA, the majority of emissions from our products come from the raw materials we source. We have applied what we've learned from collective data to create goods that use less raw materials during manufacturing, which lowers the carbon footprint of our containers.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Wastequip Manufacturing Company LLC is owned by our parent company, Wastequip, the waste industry's one stop shop with twelve (12) industry leading brands. We are the leading manufacturer of waste handling equipment in North America. Our company has a network of expertise and a reputation for service and innovation. 1. The Wastequip portfolio includes quality brands from the production of containers and compactors to refuse trucks, parts, and service. With a "can do" approach, you can trust Wastequip to be your "All-in-One" equipment, service, and parts provider. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition. 2. Galbreath boasts many value-added items including a full staff of Engineers, including a design group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensures the latest technological developments are being utilized in the design of our products. Galbreath Mobile Group has a robust dealer network for the cable hoist market, with more than fifty (50) certified dealers strategically located across the U.S. and Canada. 3. ContainerPros offers Sourcewell participating entities with over twenty (20) years of experience, resulting in a unique blend of customized waste management solutions, and designed to maximize efficiency and revenue while minimizing costs. With a focus on personalized service, professional training, and proven results, we ensure that every job is done right the first time. Our commitment to quality and customer satisfaction makes Wastequip the ideal partner for Sourcewell members seeking to optimize their operations and provide positive solutions to their own end users.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE). However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBEs and/or SBEs as subcontractors on a case-by-case basis in a concerted effort to meet the encouraged goals of our municipal/governmental customers. Wastequip buys our office supplies via a WMBE or SBE. Additionally, we collaborate on projects with numerous underprivileged companies and are always looking for new methods to cooperate with these certified businesses such as subcontracting work for compactor or equipment installation. *Please find Wastequip's Good Faith Effort Statement uploaded to WMBE/MBE/SBC or Related Certificates labeled, "RFP #010825 Wastequip Good Faith Effort".	*
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
48		Women Business Enterprise (WBE)	○ Yes ◉ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
52		Small Business Enterprise (SBE)	○ Yes ◉ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment shall be due as stated on the Wastequip Invoice for the Product. Payment Terms are set at Net 30 Days with Approved Credit. For method of payment, Wastequip accepts P-card, credit card (additional fees apply), wire, ACH, or check. Our preferred method of payment is wire, ACH or check.	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	All Wastequip divisions have access to a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract with Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds are not always available for new and adequate equipment, and the Tax-Exempt Municipal financing offered by Wastequip Finance/NCL allows agencies to obtain equipment without delay through manageable installment payments that come from their operating budget. We believe that Sourcewell, Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Wastequip Manufacturing Company LLC aims to streamline procedures for Participating Entities while ensuring that they are set up for safe data use, high service levels, approvals of order details prior to manufacture, and other forms and processes. The purpose of these transaction documents is to benefit our business and our clients. Attached are samples of several of these forms for Sourcewell's review. We have included the following Standard Transaction Documents in the file upload section: 1. Customer Set-Up Form 2. Wastequip Credit Application Form 3. Credit Card Authorization Form 4. Wastequip Terms and Conditions of Sale 5. Wastequip Limited Warranty 6. Wastequip Equipment Finance Application *Please find the above documents uploaded to Standard Transaction Document Samples labeled, “RFP #010825 Wastequip Standard Transaction Document Samples”.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments; additional fees apply. Our preferred method of payment is wire, ACH or check, at no additional cost to customers.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	• Wastequip Steel Container products are offered on a line-item by manufacturing facility location basis. • Wastequip Compaction products are offered on a line-item by location basis. • Galbreath Mobile Products are offered on a product catalog basis. • Amrep Mobile Products are offered on a product line-item basis. • ContainerPros services are offered on a Price On Request basis; customized for the needs of the Sourcewell Member. • Wastequip WRX services are offered on a line-item by location basis. • Wastebuilt products are offered on a product line-item basis. • Mountain Tarp products are offered on a product line-item basis. *Please find Wastequip’s Pricing Zip File uploaded to Pricing labeled, “RFP #010825 Wastequip Pricing Guides”	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members. • Wastequip Steel Container Products: Special Market Pricing • Confab Steel Container Products: Special Market Pricing • Wastequip Compaction Products: Special Market Pricing • Galbreath Mobile Products: 5% to 20% off Catalog List Pricing • Amrep Mobile Products: Special Market Pricing • ContainerPros: Special Market Pricing • Wastequip WRX: Special Market Pricing • Wastebuilt: Special Market Pricing • Mountain Tarp: Special Market Pricing	*

61	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Wastequip is offering the following sourced goods solutions: Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or a Wastequip Authorized Dealer/Supplier will provide the Sourcewell Member with a quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost Plus average maximum of 20% to 30% basis. These options will be provided at a Price on Request (P.O.R.) basis and are listed in the price guides as "Specials".	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. 2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at the time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes. 3. Surcharges: Steel costs continue to remain volatile, fluctuating each month. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continues to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option in our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote, this as a surcharge providing Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Wastequip has over forty (40) manufacturing plant and distribution sites throughout the U.S., which allow us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With our size, Wastequip can stock and ship products from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip can ship via our own fleet as well as contracted and qualified outside carriers. In addition, Wastequip can quote subcontracting of off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Member's order volume and location. Freight/delivery/shipping shall be paid for by the End User. Calculations of these charges will be based on prevailing best rates at the time of quote, included on the quote as a separate line item. Sourcewell Members are responsible for offloading equipment at time of delivery, unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wastequip is able to serve these areas with all of our offered products on any INCOTERM the End User decides. Wastequip arranges shipments to Canada and offshore locations daily and our experienced logistics team can assist with the transportation as well as any applicable customs documentation required.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Wastequip has over forty (40) manufacturing sites and distribution plants across the U.S. ensuring Wastequip is able to provide the most economical freight rates to our customers. In addition, many of our products such as our steel slant and flat top containers are nestable, meaning one container nests inside another container, therefore saving members on freight charges.	*

67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Wastequip Manufacturing Company LLC's sales team works closely with each customer to identify solutions and provide a quote that meets their requirements. All quotes using our current Sourcewell agreement include the Sourcewell logo and Contract number/information of reference, which clearly identifies to our internal team and customers that the Sourcewell contract is being used. Quotes go through an internal approval process where pricing is verified before being sent to the customer. Once the Member's Purchase Order is received, our customer service team codes the order as a "Sourcewell" sale into our order entry system. Using this code, we can easily generate reports from our order entry system. All reports are checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Wastequip Manufacturing Company LLC develops monthly, quarterly, and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals. We review and track sales based on all directly bid contracts versus cooperative contracts to make sure our sales team continues to lead with cooperative agreements. Furthermore, we identify opportunities to discuss cooperative purchasing to those municipalities that continue to use the cumbersome bid process. We also review annual sales specific to sales off the contract to review and compare to prior sales history to determine Year-over-Year (YoY) trends. This has shown our greatest measure of success with continued YoY growth from sales off our current Sourcewell contract.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Wastequip Manufacturing Company LLC is proposing a 1.5% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Wastequip Manufacturing Company LLC seeks to provide value and pricing as good as or better than pricing typically offered through our existing cooperative contracts. We have described our pricing structure within our answer for Line Item 60. Wastequip understands Sourcewell Participating Entities' budgets and responsibilities to funding constituents (citizens, staffing, etc…) as they seek to make sound choices for best and lasting products and services. We specialize in unique and challenging solutions to remedy with the best value, All-In-One shopping and support, and overall ease of purchase for Members. We also understand that repeat purchases often come out of successes from previous sales/solutions.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	1. Wastequip Steel Container product offering consist of the following: Environmental Containers, Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Side Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Scrap Bins, Self Dumping Hoppers and Container Factory Options. 2. Confab Steel Container product offering consist of the following: Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Self Dumping Hoppers, Side Load Containers and Container Factory Options. 3. Wastequip Compaction product offering consist of the following: Stationary Compactors, Pre-Crusher Compactors, Self-Contained Compactors, Apartment Compactors, Pak-Man Compactors, Accu-Pak Compactors, Vertical Balers, Container Lifters and Compaction Factory Options. 4. Galbreath Mobile product offering consists of the following: Cable Hoists, Hook Hoists, Container Delivery Units, Trail Hoist Trailers, Pup Trailers, Roll Off Trailers, Tarps and Mobile Factory Options. *Above Product Brochures are located in “Upload Additional Documents” Zip File labeled “RFP #010825 Upload Additional Documents” 5. Amrep Mobile product offering consists of the following: Cable Hoists, Chain Hoists, Pup Trailers, Transfer/Pull Trailers, Tarps and Mobile Factory Options. 6. ContainerPros offering consists of the following: Commercial Bin/Container Delivery, Old Commercial Bin/Container Retrieval, Commercial Bin/Container Exchanges, Route Audit Services, Stickering/Labeling Services, Commercial Container Maintenance Contracts. 7. Wastequip WRX offering consists of the following: Repair Services of Commercial Refuse Trucks, Trash Compactors and Balers. 8. Wastebuilt offering consists of the following: OEM Parts Provider as well as Aftermarket Parts provider for non-Wastequip Products. 9. Mountain Tarp offering consists of the following: Tarping systems for construction, agriculture and transportation applications. All Wastequip Products are New and never Used. Additional product information can be found by visiting our website at www.wastequip.com *Please find Wastequip’s Product Brochures Zip file uploaded in the Upload Additional Documents labeled, “RFP #010825 Upload Additional Documents”.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Wastequip believes that the following subcategory of solutions should be included: 1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcewell Members. These factory options are enhancers to our standard products. 2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item. 3. Services: Wastequip can provide additional services to Sourcewell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.	*

Table 78: Depth and 8readth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction	(•) Yes ( ) No	Wastequip's Steel Group manufactures a wide range of front- load, roll-off, side-load, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers.	*
74	Knuckleboom and grapple loaders	( ) Yes (•) No	No Bid	*
75	Hook and hoist dumpster loaders	(•) Yes ( ) No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers, Mountain Tarp and Pioneer tarping systems. For decades, Amrep has been meeting our customers' needs by designing durable, high-performing roll- off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product.	*
76	Roll-off trucks	(•) Yes ( ) No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers; Mountain Tarp and Pioneer tarping systems.	*
77	Refuse and recyclable material balers and compactors	(•) Yes ( ) No	Wastequip's Steel Group manufactures Wastequip-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - RFP #010825 Wastequip Pricing Guides.zip - Tuesday January 07, 2025 20:16:52
- Financial Strength and Stability - RFP #010825 WQ Financial Strength and Stability.pdf - Tuesday January 07, 2025 20:18:58
- Marketing Plan/Samples - RFP #010825 Wastequip Marketing Samples.pdf - Tuesday January 07, 2025 20:19:27
- WMBE/MBE/SBE or Related Certificates - RFP #010825 Wastequip Good Faith Effort.pdf - Tuesday January 07, 2025 20:19:51
- Standard Transaction Document Samples - RFP #010825 Wastequip Standard Transaction Document Samples.pdf - Tuesday January 07, 2025 20:23:43
- Upload Additional Document - RFP #010825 Upload Additional Documents.zip - Tuesday January 07, 2025 20:49:55
- Requested Exceptions - RFP 010825 Wastequip Requested Exceptions.pdf - Tuesday January 07, 2025 20:40:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Laura Hubbard, Director of Municipal Sales, Wastequip Manufacturing Company LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Docusign Envelope ID: 1785FEC4-16A5-4814-886E-FC4668AC083A

Proposal Evaluation
Bulk Solid Waste and Recycling Equipment RFP #010825

	Possible Points	Big Belly Solar LLC	Box Gang Manufacturing LLC dba WESSCO	Camvie Services LLC	Capital Industries	Eggersmann North America, Inc.	EPI Environmental Products, Inc.	Equipment Enterprises LLC dba Ace Equipment Company	First Green Industries dba FGI US	FleetGenius LLC dba FleetGenius of NC	Hol-Mac Corporation dba Hol-Mac Electric	Hydrolec, Inc.
Conformance to RFP Requirements	**Pass/Fail**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**		**Pass**		**Pass**	**Pass**	
Financial Viability and Marketplace Success	**50**	36	41	29	35	26		23		30	39	
Ability to Sell and Deliver Solutions	**150**	106	118	105	102	104		84		89	122	
Marketing Plan	**100**	78	75	78	55	65		44		48	77	
Value Added Attributes	**100**	79	82	80	60	64		49		50	83	
Depth and Breadth of Offered Solutions	**200**	133	166	146	149	116		118		134	159	
Pricing	**400**	290	329	288	275	278		180		261	314	
Total Points	**1,000**	721	809	725	676	652		497		611	793	
Rank Order		8	1.5	7	10	12		16		13	5	

	Possible Points	Kruz, Inc.	Linder Industrial Machinery Company	Marathon Equipment Company	Nationwide Haul LLC	Petersen Industries, Inc.	Sebright Products, Inc., dba Bright Technologies	Sennebogen LLC	Shred-Tech Corporation dba Shred-Tech USA	Wastequip Manufacturing Company LLC dba Wastebuild	Western Trailer Sales, Co.
Conformance to RFP Requirements	**Pass/Fail**		**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	
Financial Viability and Marketplace Success	**50**		27	42	36	40	37	38	32	41	
Ability to Sell and Deliver Solutions	**150**		75	127	96	121	104	121	100	124	
Marketing Plan	**100**		46	87	72	79	60	79	59	83	
Value Added Attributes	**100**		44	84	56	76	63	78	59	82	
Depth and Breadth of Offered Solutions	**200**		125	153	115	159	139	124	83	171	
Pricing	**400**		220	310	283	323	313	293	264	308	
Total Points	**1,000**		537	803	658	799	715	732	595	809	
Rank Order			15	3	11	4	9	6	14	1.5	

DocuSigned by:
Scott Dobereiner
AF205E09437843D...
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

DocuSigned by:
Carol Jackson
8EE63AEDED5F46E...
Carol Jackson, MA, Senior Procurement Analyst

Signed by:
Mari Vielma
7F7AAC327BE54B6...
Mari Vielma, Procurement Analyst II

Signed by:
Neva Crawford
D37D809B50B64E3...
Neva Crawford, Procurement Analyst

Wastequip



Products & Services

Sourcewell contract 010825-WQI gives access to the following types of goods and services:

- Wastequip® compactors and balers
- Galbreath® cable and hook hoists
- Galbreath® trailers and container handlers
- Amrep® cable and hook hoists
- Amrep® pull and pup trailers
- Mountain Tarp® tarping systems
- Wastebuilt® OEM and aftermarket parts
- Wastequip® waste containers, dumpsters, and roll-offs
- Confab® waste containers, dumpsters, and roll-offs
- Containerpros® waste container delivery, retrieval and maintenance services
- Wastequip WRX® container installation and service

Sourcewell
Awarded Contract
Contract # 010825-WQI

#010825-WQI

Effective 5/29/25

Sourcewell Price Guide



WASTEQUIP®

CONFAB®

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State	Model	Product Description	Product Code	CONFAB List Price	Sourcewell Member Special Market Price
CA	CAS001	Casters - (4) Quick Release Caster Pads Installed	Caster Options	$ 42.00	$ 42.00
CA	CAS002	Casters - (4) 6" Rubber Casters, 2 fixed 2 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 113.00	$ 113.00
CA	CAS003	Casters - (4) 6" Polyolefin Casters, 2 fixed 2 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 113.00	$ 113.00
CA	CAS004	Casters - (4) 6" Semi-Steel Casters, 2 fixed 2 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 159.00	$ 159.00
CA	CAS005	Casters - (4) 6" Phenolic Casters, 2 fixed 2 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 128.00	$ 128.00
CA	CAS006	Casters - (4) 6" Polyurethane Casters, 2 fixed 2 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 178.00	$ 178.00
CA	CAS007	Casters - (4) 6" Rubber Casters, 4 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 116.00	$ 116.00
CA	CAS008	Casters - (4) 6" Polyolefin Casters, 4 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 116.00	$ 116.00
CA	CAS009	Casters - (4) 6" Semi-Steel Casters, 4 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 165.00	$ 165.00
CA	CAS010	Casters - (4) 6" Phenolic Casters, 4 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 128.00	$ 128.00
CA	CAS011	Casters - (4) 6" Polyurethane Casters, 4 swivel with Quick Release Caster Pads, Installed	Caster Options	$ 190.00	$ 190.00
CA	CAS086	No Casters	Caster Options	$ (34.00)	$ (34.00)
CA	CAS210	Casters - Special Requirement	Caster Options	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	ROC002	Door Upgrade - Sealed Door 30" to 42" High Adjustable Slide Hinge	Door Upgrade	$ 1,510.00	$ 1,510.00
CA	ROC003	Door Upgrade - Sealed Door 43" to 62" High Adjustable Slide Hinge	Door Upgrade	$ 1,666.00	$ 1,666.00
CA	ROC004	Door Upgrade - Sealed Door 63" to 84" High Adjustable Slide Hinge	Door Upgrade	$ 1,979.00	$ 1,979.00
CA	ROC005	Door Upgrade - Sealed Door 30" to 42" High Slotted Hinge with Chains	Door Upgrade	$ 1,510.00	$ 1,510.00
CA	ROC006	Door Upgrade - Sealed Door 43" to 62" High Slotted Hinge with Chains	Door Upgrade	$ 1,666.00	$ 1,666.00
CA	ROC007	Door Upgrade - Sealed Door 63" to 84" High Slotted Hinge with Chains	Door Upgrade	$ 1,979.00	$ 1,979.00
CA	ROC008	Door Upgrade - Center Door Ratchet	Door Upgrade	$ 493.00	$ 493.00
CA	ROC011	Door Upgrade - Special Requirement	Door Upgrade	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	18896-25	Lid Lock - Manual Lock Bar Side Mount Release, Installed on Slant Containers (FEL101)	Lid Lock Options	$ 48.00	$ 48.00
CA	Special Environmental Container	Special Environmental Container - CA (See Details for Product Information)	Environmental Containers	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	11577	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	Front load containers	$ 1,333.00	$ 1,235.00
CA	11589	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide,Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	Front load containers	$ 1,584.00	$ 1,467.00
CA	552-1	2 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Primed and Painted Any Standard Color	Front load containers	$ 851.00	$ 698.00

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State	Model	Product Description	Product Code	CONFAB List Price	Sourcewell Member Special Market Price
CA	553-1	3 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Front load containers	$ 891.00	$ 731.00
CA	554-1	4 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Front load containers	$ 1,014.00	$ 831.00
CA	553	3 Yard Standard Duty Slant Nestable Front Load Container - Floor: 12 gauge, Walls: 14 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Casters: 6" Rubber Swivel with Quick Release Caster Pads, Primed and Painted Any Standard Color	Front load containers	$ 799.00	$ 655.00
CA	554	4 Yard Standard Duty Slant Nestable Front Load Container - Floor: 12 gauge, Walls: 14 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Casters: 6" Rubber Swivel with Quick Release Caster Pads, Primed and Painted Any Standard Color	Front load containers	$ 895.00	$ 734.00
CA	552	2 Yard Standard Duty Slant Nestable Front Load Container - Floor: 12 gauge, Walls: 14 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Casters: 6" Rubber Swivel with Quick Release Caster Pads, Primed and Painted Any Standard Color	Front load containers	$ 795.00	$ 652.00
CA	9007	4 Cubic Yard Pitch Top Front Load Container - Floor: 12 gauge, Walls: 14 gauge, Interlocking Top Channels, Casters: (4) 6" Rubber Swivel Installed, Primed and Painted Any Standard Color	Front load containers	$ 1,009.00	$ 857.00
CA	9005	3 Cubic Yard Pitch Top Front Load Container - Floor: 12 gauge, Walls: 14 gauge, Interlocking Top Channels, Casters: (4) 6" Rubber Swivel Installed, Primed and Painted Any Standard Color	Front load containers	$ 878.00	$ 760.00
CA	9002	2 Cubic Yard Pitch Top Front Load Container - Floor: 12 gauge, Walls: 14 gauge, Interlocking Top Channels, Casters: (4) 6" Rubber Swivel Installed, Primed and Painted Any Standard Color	Front load containers	$ 853.00	$ 735.00
CA	9108	6 Cubic Yard Hump Back Front Load Container - Floor: 12 gauge, Walls: 14 gauge, Interlocking Top Channels, Primed and Painted Any Standard Color	Front load containers	$ 1,291.00	$ 1,059.00
CA	9112	5 Cubic Yard Hump Back Front Load Container - Floor: 12 gauge, Walls: 14 gauge, Interlocking Top Channels, Primed and Painted Any Standard Color	Front load containers	$ 1,191.00	$ 977.00
CA	10073	7 Cubic Yard Hump Back Front Load Container - Floor: 12 gauge, Walls: 14 gauge, Interlocking Top Channels, Primed and Painted Any Standard Color	Front load containers	$ 1,401.00	$ 1,149.00
CA	9107	8 Cubic Yard Hump Back Front Load Container - Floor: 12 gauge, Walls: 14 gauge, Interlocking Top Channels, Primed and Painted Any Standard Color	Front load containers	$ 1,432.00	$ 1,174.00
CA	Specialty Front Load	Special Front Load - CA (See Details for Product Information)	Front load containers	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	Special Hooklift Container	Special Hooklift Container - CA (See Details for Product Information)	Hooklift Containers	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	18896	Lid Lock - Manual Lock Bar Side Mount, Installed on Pitch Top & Hump Back Containers (FEL103)	Lid Lock Options	$ 95.00	$ 95.00
CA	H0195	Lid Lock - Automatic Serious Side Mount Cable, Installed (AUTO SIDE)	Lid Lock Options	$ 90.00	$ 90.00
CA	ROC605	Lid Options - Colored Lid	Lid Options	Price On Request (P.O.R.)	Price On Request (P.O.R.)

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State	Model	Product Description	Product Code	CONFAB List Price	Sourcewell Member Special Market Price
CA	FEL105	Special Lid Lock Option	Lid Lock Options	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	ROC602	Lid Options - 16' Plastic Lid, Installed	Lid Options	$ 5,525.00	$ 5,525.00
CA	ROC604	Lid Options - Special Requirement	Lid Options	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	Special Other Large Container	Special Other Large Container - CA (See Details for Product Information)	Other Large Containers	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	REL401	Rear Load Container Option - Special Requirement	Other Options	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	ROC502	Tarp Options - Special Requirement	Other Options	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	Special Other Small Container	Special Other Small Container - CA (See Details for Product Information)	Other Small Containers	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	Special-Paint	Container - Special Paint (See Details for Product Information)	Paint	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	PLHAND	Pull Handles	Pull Handles	$ 13.00	$ 13.00
CA	11008-8	1 YD REAR LOAD CONTAINER "CA"	Rear Load Containers	$ 801.00	$ 737.00
CA	11102	1.5 YD REAR LOAD CONTAINER "CA"	Rear Load Containers	$ 801.00	$ 737.00
CA	11227	2 YD REAR LOAD CONTAINER "CA"	Rear Load Containers	$ 905.00	$ 832.00
CA	11220	2 YD REAR LOAD CONTAINER "CA"	Rear Load Containers	$ 905.00	$ 832.00
CA	11313	3 YD REAR LOAD CONTAINER "CA"	Rear Load Containers	$ 1,187.00	$ 1,092.00
CA	SPECIAL REAR LOAD CONTAINER	Special Rear Load - CA (See Details for Product Information)	Rear Load Containers	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	167411	40 Cubic Yard Standard Duty Octagon Receiver Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge, Wheels: (4), Primed and Painted any Standard Color	Receiver Boxes	$ 10,499.00	$ 8,609.00
CA	197093	20 Cubic Yard Standard Duty Octagon Receiver Container 14' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge, Wheels: (4), Primed and Painted any Standard Color	Receiver Boxes	$ 8,057.00	$ 6,607.00
CA	211710	30 Cubic Yard Standard Duty Octagon Receiver Container 16 1/2' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge, Wheels: (4), Primed and Painted any Standard Color	Receiver Boxes	$ 9,438.00	$ 7,739.00
CA	237668CA	40 Cubic Yard Standard Duty Octagon Receiver Container 22' Long - Floor: 1/4" with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge, Fully welded, Wheels: (4), Primed and Painted any Standard Color	Receiver Boxes	$ 12,118.00	$ 9,937.00
CA	Container - Special Receiver Box	Special Receiver Box - CA (See Details for Product Information)	Receiver Boxes	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	ROC408	Recycle Option - Special Requirement	Recycle Options	Price On Request (P.O.R.)	Price On Request (P.O.R.)

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State	Model	Product Description	Product Code	CONFAB List Price	Sourcewell Member Special Market Price
CA	REL001	Winch Hook, Bolt On	REL Option	$ 22.00	$ 22.00
CA	REL002	Winch Hook Plate, Heavy Duty, Installed	REL Option	$ 22.00	$ 22.00
CA	REL003	Striker Box, Installed	REL Option	$ 78.00	$ 78.00
CA	REL004	Tow Hook, Installed	REL Option	$ 35.00	$ 35.00
CA	REL005	Handle - Knob Style, Installed	REL Option	$ 14.00	$ 14.00
CA	REL200	Hinge Rod - Threaded 1 - 2 YD, Installed	REL Option	$ 6.00	$ 6.00
CA	REL201	Hinge Rod - Threaded 3 - 4 YD, Installed	REL Option	$ 13.00	$ 13.00
CA	REL202	Hinge Rod - Threaded 6 - 8 YD, Installed	REL Option	$ 18.00	$ 18.00
CA	REL300	Lid Lock - Manual Release Installed 1 - 2 YD	REL Option	$ 24.00	$ 24.00
CA	REL301	Lid Lock - Manual Release Installed 3 - 4 YD	REL Option	$ 48.00	$ 48.00
CA	REL302	Lid Lock - Manual Release Installed 6 - 8 YD	REL Option	$ 74.00	$ 74.00
CA	1657	EZ Side Slide Plastic Roof for Roll off Containers	ROC Cover	$ 4,377.00	$ 4,027.00
CA	14704	10 Cubic Yard Heavy Duty Rectangular Roll Off Container 18' Long - Floor: 10 gauge with 3" structural channels on 16" centers, Channel: 6" x 8.2 lb., Walls: 12 gauge with side columns on 16" centers and 3" x 3" x 10 gauge Top Rails with Horizontal V-Crimps for Added Strength, Cam Latch Double Door, Primed and Painted any Standard Color	Roll Off Containers	$ 5,505.00	$ 5,065.00
CA	29022	16' x 4' Round Bottom STD Roll-Off w/ plastic lid all 12 gauge construction	Roll Off Containers	$ 10,590.00	$ 9,743.00
CA	15011	50 Cubic Yard Heavy Duty Rectangle Roll Off Container 22' Long - Floor: 10 gauge with 3" structural channels on 16" centers and 6" x 8.2 lb. Structural Channel, Walls: 12 gauge with Horizontal V-Crimps for Added Strength and 3" x 3" x 10 gauge Top Rails", Primed and Painted any Standard Color	Roll Off Containers	$ 10,965.00	$ 10,088.00
CA	14914	40 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 12 gauge with 3" structural channels on 24" centers and 6" x 8.2 lb. Structural Channel, Walls: 14 gauge with Horizontal V-Crimps for Added Strength and 3" x 3" x 10 gauge Top Rails, Primed and Painted any Standard Color	Roll Off Containers	$ 8,504.00	$ 7,823.00
CA	29122	16' x 4' Round Bottom HD Roll-Off w/ plastic lid all 10 gauge construction	Roll Off Containers	$ 11,432.00	$ 10,517.00
CA	9021	25 Cubic Yard Standard Duty Rectangle Roll Off Container 18' Long - Floor: 12 gauge with 3" structural channels on 24" centers and 6" x 8.2 lb. Structural Channel, Walls: 14 gauge with Horizontal V-Crimps for Added Strength with side columns on 24" centers and 3" x 3" x 10 gauge Top Rails, Primed and Painted any Standard Color	Roll Off Containers	$ 6,684.00	$ 6,149.00
CA	9023	30 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 12 gauge with 3" structural channels on 24" centers, and 6" x 8.2 lb. Structural Channel, Walls: 14 gauge with Horizontal V-Crimps for Added Strength and 3" x 3" x 10 gauge Top Rails, Primed and Painted any Standard Color	Roll Off Containers	$ 7,694.00	$ 7,078.00
CA	9015	20 Cubic Yard Standard Duty Rectangle Roll Off Container 18' Long - Floor: 12 gauge with 3" structural channels on 24" centers, and 6" x 8.2 lb. Structural Channel, Walls: 14 gauge with Horizontal V-Crimps for Added Strength and 3" x 3" x 10 gauge Top Rails, Primed and Painted any Standard Color	Roll Off Containers	$ 6,091.00	$ 5,604.00
CA	207853	40 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 10 gauge with 3" structural channels on 18" centers, Main Rail Tubing: 6" x 2" x 3/16", Walls: 10 gauge, Top Rails: 4" x 3" x 3/16", Primed and Painted any Standard Color	Roll Off Containers	$ 8,718.00	$ 7,149.00
CA	207854	30 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 10 gauge with 3" structural channels on 18" centers, Main Rail Tubing: 6" x 2" x 3/16", Walls: 10 gauge, Top Rails: 4" x 3" x 3/16", Primed and Painted any Standard Color	Roll Off Containers	$ 7,174.00	$ 5,883.00
CA	207855	20 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 10 gauge with 3" structural channels on 18" centers, Main Rail Tubing: 6" x 2" x 3/16", Walls: 10 gauge, Top Rails: 4" x 3" x 3/16", Primed and Painted any Standard Color	Roll Off Containers	$ 6,304.00	$ 5,169.00

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State	Model	Product Description	Product Code	CONFAB List Price	Sourcewell Member Special Market Price
CA	212351	10 Cubic Yard Standard Duty Bathtub Roll Off Container 12' Long - Floor: 10 gauge with 3" structural channels on 18" centers, Main Rail Tubing: 6" x 2" x 3/16", Walls: 10 gauge, Top Rails: 4" x 3" x 3/16", Primed and Painted any Standard Color	Roll Off Containers	$ 5,280.00	$ 4,330.00
CA	212359	25 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 10 gauge with 3" structural channels on 18" centers, Main Rail Tubing: 6" x 2" x 3/16", Walls: 10 gauge, Top Rails: 4" x 3" x 3/16", Primed and Painted any Standard Color	Roll Off Containers	$ 6,966.00	$ 5,712.00
CA	212483	20 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 10 gauge with 3" structural channels on 18" centers, Main Rail Tubing: 6" x 2" x 3/16", Walls: 10 gauge, Top Rails: 4" x 3" x 3/16", Primed and Painted any Standard Color	Roll Off Containers	$ 6,255.00	$ 5,129.00
CA	15006	50 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 12 gauge with 3" structural channels on 24" centers, Main Rail 6" x 8.2 lb. Structural Channel, Walls: 14 gauge with Horizontal V-Crimps for Added Strength and 3" x 3" x 10 gauge Top Rails, Primed and Painted any Standard Color	Roll Off Containers	$ 10,018.00	$ 9,217.00
CA	217612	10 Cubic Yard Standard Duty Bathtub Roll Off Container 18' Long - Floor: 10 gauge with 3" structural channels on 18" centers, Main Rail Tubing: 6" x 2" x 3/16", Walls: 10 gauge, Top Rails: 4" x 3" x 3/16", Primed and Painted any Standard Color	Roll Off Containers	$ 5,648.00	$ 4,631.00
CA	217726	10 Cubic Yard Standard Duty Rectangle Roll Off Container 18' Long - Floor: 12 gauge with 3" structural channels on 24" centers, Main Rail Tubing: 6" x 2" x 3/16", Walls: 12 gauge with Vertical Columns on 36" centers, Top Rails: 3" x 3" x 11 gauge, Primed and Painted any Standard Color	Roll Off Containers	$ 5,170.00	$ 4,239.00
CA	Container - Specialty ROC	Special ROC - CA (See Details for Product Information)	Roll Off Containers	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	Container - Special Hopper	Special Hopper - CA (See Details for Product Information)	SELF DUMPING HOPPER	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	9010	1 Cubic Yard Pivot Hopper, Body: 12 gauge, Weight Capacity: 2,000 lbs., Painted Std Color, L 41 1/2", W 68 1/4", H 39 1/2"	SELF DUMPING HOPPER	$ 1,479.00	$ 1,360.00
CA	9011	1 1/2 Cubic Yard Pivot Hopper, Body: 12 gauge, Weight Capacity: 2,000 lbs., Painted Std Color , L 45 1/2", W 66 1/2", H 49 1/2"	SELF DUMPING HOPPER	$ 1,687.00	$ 1,552.00
CA	9012	2 Cubic Yard Pivot Hopper, Body: 12 gauge, Weight Capacity: 2,000 lbs., Painted Std Color, L 63 1/2", W 66 1/2", H 49.5"	SELF DUMPING HOPPER	$ 1,783.00	$ 1,640.00
CA	9013	3 Cubic Yard Pivot Hopper, Body: 12 gauge, Weight Capacity: 2,000 lbs., Painted Std Color, L 83 1/2", W 66 1/2", H 49.5"	SELF DUMPING HOPPER	$ 2,021.00	$ 1,859.00
CA	12912	4 Cubic Yard Pivot Hopper, Body: 12 gauge, Weight Capacity: 2,000 lbs., Painted Std Color, L 83 1/2", W 80", H 59.5"	SELF DUMPING HOPPER	$ 2,118.00	$ 1,948.00
CA	ROC210	Side Upgrade - Special Requirement	Side Upgrade	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	ROC501	Tarp Options - Side to Side Roll Tarp, Installed	Tarp Options	$ 1,317.00	$ 1,317.00
CA	ROC503	Tarp Options - Special Requirement	Tarp Options	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	ROC301	Understructures - 61 3/4"Hooklift	Understructures	$ 570.00	$ 570.00
CA	ROC302	Understructures - 54"Hooklift	Understructures	$ 539.00	$ 539.00
CA	ROC303	Understructures - Heil Hook	Understructures	$ 714.00	$ 714.00
CA	ROC307	Understructures - Special Requirement	Understructures	Price On Request (P.O.R.)	Price On Request (P.O.R.)
CA	WELDID	Weld ID	Weld ID	$ 8.00	$ 8.00

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Visalia City Council

Staff Report

File #: 25-0331 **Agenda Date:** 8/18/2025 **Agenda #:** 5.

Agenda Item Wording:
Airport Sewer Lift Station Rehabilitation Project Award & Appropriation of Funds - Authorize the City Manager to award the construction contract to GSE Construction for the Airport Sewer Lift Station Rehabilitation Project in the amount of $713,650 and authorize the additional appropriation of funds in the amount of $272,000 from the Wastewater Fund (431).

Prepared by:
Cody McLaughlin, Associate Engineer, Cody.Mclaughlin@visalia.city, 713-4595
Rebecca Keenan, Senior Civil Engineer, Rebecca.Keenan@visalia.city, 713-4541
Chris Crawford, City Engineer, Chris.crawford@visalia.city, 713-4331
Jason Huckleberry, Eng. & Bldg. Director, Jason.huckleberry@visalia.city, 713-4495

Department Recommendation:
Staff recommends that the City Council:

1. Authorize the City Manager to award a contract with GSE Construction for the Airport Sewer Lift Station Rehabilitation Project in the amount of $713,650; and
2. Authorize an additional appropriation of $272,000 from the Wastewater Fund (431).

Summary:
The airport sewer lift station rehabilitation project will prepare and maintain a temporary sewer by-pass, install a new sewer wastehole, sandblast and coat the existing concrete sewer lift station vault and existing concrete sewer discharge vault, and replace and install new ductile iron piping and lift station pumps. Staff is requesting authorization for the City Manager to award the construction contract to GSE Construction for the Airport Sewer Lift Station Rehabilitation Project in the amount of $713,650 and authorize the additional appropriation of funds in the amount of $272,000 from the Wastewater fund (431).

Background Discussion:
The airport sewer lift station is an existing and currently operating sewer trunkline lift station that services a 42-inch sewer main. The existing lift station is in need of rehabilitation and improvements with current deficiencies including but not limited to deteriorated ductile iron piping and valves, deteriorated concrete lift station vault and concrete discharge vault, and outdated and failing lift station pumps. The existing lift station is a critical section of the sewer trunkline that services an estimated 3.9 million gallons per day. This lift station has a recent history of frequent emergency repairs in order to stay in operation. The completion of this project will refurbish the existing sewer trunkline lift station that serves the northwest industrial district of the city and re-establish it to satisfactory operating condition.

The project improvements include the preparation and maintenance of a temporary sewer by-pass, installation of a new sewer manhole, sandblasting and coating of existing concrete sewer lift station vault and existing concrete sewer discharge vault, replacement of new ductile iron piping and lift

station pump.
The City of Visalia previously requested bid proposals for the Airport Sewer Lift Station Rehabilitation Project from a list of pre-qualified contractors that was established through a request for qualified contractors (RFQ) in 2024. The RFQ scope of work included maintenance and repairs to existing sanitary sewer lines, manholes, and lift stations. The pre-qualified list of contractors from this RFQ included four (4) contractors: SW Construction, GSE Construction, RT Nelson Inc., and West Valley Construction. City staff received three (3) bid proposals from the following contractors:

No.	Contractor	Location	Base Bid
1.	SW Construction	Bakersfield, CA	$588,272.94
2.	GSE Construction	Livermore, CA	$713,650.00
3.	West Valley Construction	San Jose, CA	$1,167,980.00

The project was awarded to SW Construction as the apparent low bidder at the Council meeting held on October 7, 2024. After the contract was awarded and prior to the start of construction, additional change order work not included within the scope was identified by the contractor. City staff and the contractor entered negotiations for the cost of the additional change order work but were unable to come to agreeable terms and mutually agreed to terminate the contract.

City staff contacted the second low bidder GSE Construction regarding their bid for the RFB scope of work and the second low bidder confirmed they were still able to perform the work for the project. Due to the length of time that has passed since the initial bids were received, the cost of materials has increased due to continuing inflation and recent tariffs on materials. Contingent on council approval to award the contract to GSE Construction, city staff will prepare a change order for change order committee review and approval in the amount of $86,950.00 to account for the increased amount in material costs.

Fiscal Impact:
As a result of the contract award to the second low bidder there is a $125,377 increase from the original low bidder proposal, as well as an anticipated $86,950 change order for an increase in material costs due to continuing inflation and recent tariffs on materials. City staff has prepared a more conservative construction contingency for this project due to the age and existing state of the sewer lift station and the possibility of unknown discoveries. As a result of the increase in the overall construction cost for the project, the project budget is in a deficiency, refer to the Project Budget Summary below.

Airport Sewer Lift Station Rehab (CP0578)	
Construction Soft Costs	
Construction Surveying	$8,000
Staff Time	$34,000
Inspections	$11,250
Materials Testing	$9,750
Subtotal	**$63,000**
Construction Contract Cost:	$713,650
Anticipated Cost Increase Chan	$86,950
Contingency	$113,050
Subtotal	**$913,650**
Project Total Cost:	*$976,650*
Remaining Budget for Constru	**$705,300**
Project Funds Deficit:	($271,350)
Appropriation Request	**$272,000**

Due to the above-identified budget deficit, staff recommends the appropriation of a total of $272,000 for the completion of this project from the Wastewater Fund (431).

Prior Council Action: 10/07/2024: Authorized the City Manager to award a contract with SW Construction for the airport sewer lift station rehabilitation project in the amount of $588,272.94.; and Authorized the appropriation of an additional $468,000 from the Wastewater fund (431).

Other: NA

Alternatives: None Recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award a contract with GSE Construction for the Airport Sewer Lift Station Rehabilitation Project in the amount of $713,650 and authorize an appropriation of an additional $272,000 from the Wastewater Fund (431).

Environmental Assessment Status: Categorical Exemption

CEQA Review: Categorical Exemption

Deadline for Action: 8/18/2025

Attachments:1) Project Location Map; 2) Ownership Disclosure Form; 3) Draft Contract

Airport Sewer Lift Station Location Map



CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: GSE Construction Company Inc.
Firm Address: 7633 Southfront Rd., Ste. 160, Livermore, CA 94551

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Dennis Gutierrez, President
Steve Mazza, Senior Vice President
Nate Jones, Vice President
Richard Harte, Vice President
Iris Sosa, Secretary

Submitted by: Name _____
Date 08/29/2024

DRAFT CONTRACT

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the Airport Sewer Lift Station Rehabilitation Project, is made between the City of Visalia, (hereinafter " the City"), and _____, (hereinafter referred to as Contractor) both parties having authority to enter into this Contract do agree to the following:

ARTICLE I - For and in consideration of the payments hereinafter mentioned to be made by the City, and under the conditions expressed in this Contract and Contract Documents (as those terms are defined in City of Visalia Engineering Standard Specifications), including the bonds submitted with this Contract, Contractor agrees at his own cost and expense, to do all the work and furnish all the materials necessary to construct and complete in a good, workmanlike, and substantial manner, the Airport Sewer Lift Station Rehabilitation Project, as a fully operational and functional facility for the intended purpose in accordance with the Contract Documents, and in accordance with the reference documents listed in the Contract Documents, which are also made a part hereof.

Said work to be done is shown upon the following plans:

Project Name: Airport Sewer Lift Station Rehabilitation
Project No.: 4300-72000-CP0578-999

which said plans are hereby made a part of this contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work described in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Visalia and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, and requirements of the Engineer under them, to wit:

This area to be reserved for insertion of the final bid item table complete with the awarded contractor's final bid amounts.

ARTICLE III - Contractor hereby agrees to indemnify and hold City and its officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this contract.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of Visalia in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than $1,000,000 per accident.

Commercial General Liability insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name City, its appointed and elected officials, officers, employees and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain Standard cross liability provisions. Such additional insured endorsement maintained by Contractor and its subcontractors shall not be required to provide coverage for City for the active negligence of City.

Commercial Automobile Liability insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall be provided by a business automobile policy.

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;

Indicate whether coverage provided is on a claims made or occurrence basis; and

Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

Purchasing
707 W. Acequia Avenue
Visalia, CA 93291.

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claims made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

ARTICLE IV - It is further expressly agreed by and between the City and the Contractor that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting with this instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date opposite their respective signatures.

CITY OF VISALIA

_____ _____
City Manager Date

ATTEST:

_____ _____
Chief Deputy City Clerk Date

APPROVED AS TO FORM:

_____ _____
City Attorney Date

_____ _____
Risk Manager Date

_____ _____
Project Manager Date

CONTRACTOR

_____
By: Authorized Agent Date

_____
Print Name, Title

CONTRACT BOND FORMS

CITY OF VISALIA

PAYMENT BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Visalia, has awarded to Contractor _____ _____, hereafter designated as the "Principal", a contract for the work described as follows: _____, referred to hereafter as "Contract."

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and _____, referred to as "Surety" are bound unto the City of Visalia in the sum of $_____ _____ dollars ($ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid pursuant to the California Revenue and Taxation Code for the wages of employees of the Principal and his subcontractors, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons, companies, or corporations, named in Civil Code Section 9100 as to give a right of action to such persons, entities, or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

_____	_____	_____	_____
Name of Principal	Date	Name of Surety	Date
_____		_____	
Signature for Principal		Signature for Surety	
_____		_____	
Printed Name and Title		Printed Name and Title	

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____
_____
_____

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____ SS

On _____ _____ before me _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to the be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL) Notary Public

CITY OF VISALIA

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Visalia, has awarded to Contractor _____ _____, hereafter designated as the "Principal", a contract for the work described as follows: _____, referred to hereafter as "Contract."

AND WHEREAS, said Principal is required to furnish a bond in connection with the above Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and _____, referred to as "Surety" are held firmly bound to the City of Visalia in the sum of $ _____ _____ dollars ($ _____), to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof, made as therein provided, on it or their part to be kept and performed within the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Visalia, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

_____	_____	_____	_____
Name of Principal	Date	Name of Surety	Date
_____		_____	
Signature for Principal		Signature for Surety	
_____		_____	
Printed Name and Title		Printed Name and Title	

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____ SS

On _____ _____ before me _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to the be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL) Notary Public

CITY OF VISALIA

MAINTENANCE BOND

(To Accompany Contract)
Bond No. _____

WHEREAS, The City of Visalia, has awarded to Contractor _____ _____, hereafter designated as the "Principal", a contract for the work described as follows: _____, referred to hereafter as "Contract."

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the correction of deficiencies during the specified maintenance period of one (1) year from the date the notice of completion for work performed under said contract has been recorded or the date the work was completed if no notice of completion is recorded:

NOW, THEREFORE, we the undersigned Principal and _____, referred to as "Surety" are held firmly bound to the City of Visalia in the sum of $_____ _____ dollars ($ _____), to be paid to City of Visalia or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, the named Principal has made specific guarantees to the City concerning the work, labor and materials furnished for the construction of said improvements as stated above. If Principal complies with these guarantees for a period of one (1) year from the date of the notice of completion for work performed under said contract has been recorded or the date the work was completed if no notice of completion is recorded, then this obligation shall be null and void. If City notifies Surety that Principal has not met its guarantee, then Surety shall indemnify City for losses incurred up to the amount listed above. The City shall give written notice to the Principal during the one (1) year period specified in this obligation of any defect of the guaranteed work that becomes apparent. This obligation shall remain in full force and effect until any defect identified in said written notice are repaired by the Principal and accepted in writing by the City.

The said Surety, for value received, hereby stipulates and agrees that no change, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

_____	_____	_____	_____
Name of Principal	Date	Name of Surety	Date
_____		_____	
Signature for Principal		Signature for Surety	
_____		_____	
Printed Name and Title		Printed Name and Title	

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____
_____
_____
_____

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____ SS

On _____ _____ before me _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to the be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL) Notary Public

Visalia City Council

Staff Report

File #: 25-0332 **Agenda Date:** 8/18/2025 **Agenda #:** 6.

Agenda Item Wording:
Summary Abandonment of a portion of City Property - Request authorization to adopt Resolution No. 2025-61 ordering the summary vacation and abandonment of City owned excess property along the south side of the Mill Creek Trail between Demaree Street and Main Street.

Prepared by:
Jason Huckleberry, Director of Eng & Building, jason.huckleberry@visalia.city , (559) 713-4495

Department Recommendation: Staff recommends that City Council authorize the adoption of Resolution No. 2025-61 ordering the summary vacation and abandonment of City owned excess property along Mill Creek trail between Demaree Street and Main Street.

Summary:
The owner of the properties along the south side of Mill Creek, between Demaree Street and Main Street, has requested the abandonment of a portion of City owned property that had previously been donated by them to the City for trail purposes.

The trail along Mill Creek, adjacent to this area, was constructed in 2006 and serves the public, however the adjacent property owners are experiencing a multitude of issues related to trespassing from the trail onto the commercial properties. This has resulted in a concern for safety as well as extensive cleaning up of trash and debris on the property. In order to prevent this from continuing, the owners desire to build a fence along the south side of the existing trail. The location of the fence is intended to be adjacent to the existing City trail, allowing for minimal opportunity for the collection of trash and debris between the fence and asphalt path in order to minimize maintenance by City staff. The proposed location of the fence is not on thee existing property line and would lie within the area previously donated by the adjacent property owners. The area between the proposed fence and existing property line is the area being proposed for abandonment at this time.

The fence location will offer no impedance to public use of the existing trail and will minimize addition cleanup of the unused area by Urban Forestry staff. Once abandoned, the area south of the proposed fence line will be owned and maintained by the adjacent property owner in perpetuity.

Background Discussion:
The owner of the properties along Mill Creek between Demaree Street and Main Street dedicated a portion of the property in 2005 in advance of the City's construction of the trail between Demaree Street and Main Street. The trail was constructed in 2006 with an asphalt walking path and minimal landscaping improvements, relying upon the existing native riparian habitat adjacent to the creek. The area south of the asphalt trail has not been landscaped and exists as a dirt area adjacent to the trail up, extending to the private parking lot and building/structures on the adjacent parcels.

Fiscal Impact: The area being proposed for abandonment will become the responsibility of the adjacent property owner to maintain, thereby reducing the amount of landscape maintenance costs for Urban Forestry division.

Prior Council Action: None

Other: None

Alternatives: Deny the request by the adjacent owner to abandon the area back to them. This would require the City to continue to maintain the dirt area between the existing trail and the proposed fence to be installed on the existing/unaltered property line.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the adoption of Resolution 2025-61 ordering the summary vacation and abandonment of City owned excess property along Mill Creek trail between Demaree Street and Main Street.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/4/2025

Attachments:
1. Resolution No. 2025-61
2. Aerial Map
3. Legal Description and Exhibit

RESOLUTION NO. 2025 - 61

RESOLUTION ODERING THE
SUMMARY VACATION AND ABANDONMENT PORTION OF
MILL CREEK TRAIL EAST OF DEMAREE

WHEREAS, the City of Visalia, owns and operates the Mill Creek Trail, a pathway located generally along Mill Creek, including the subject property portion east of Demaree along Assessor Parcel Numbers 089-25-046, 089-25-047, 089-25-048, 089-25-049, 089-35-044, and 089-25-045; and

WHEREAS, this area was acquired by the City through a dedication made by the property owner as part of the development of the adjacent property; and

WHEREAS, the City Council of the City of Visalia may vacate all or part of a street, highway, or public service easement pursuant to the Public Streets, Highways, and Service Easements Vacation Law (State of California Streets & Highways Code, § 8300 et seq.); and

WHEREAS, the summary vacation proceedings are to be conducted pursuant to the provisions in § 8330 – 8336, Chapter 4 of Part 3, Division 9, entitled “Summary Vacation,” of the State of California Streets & Highways Code; and

WHEREAS, the Mill Creek Trail is a paved pathway used by the public, qualifying as a “public service easement” as that term is defined in Streets & Highways Code § 8306.

WHEREAS, City staff have determined that a portion of the previously dedicated right of way for the Mill Creek Trail, approximately 5.5’ in width along the property line and legal described in Exhibit “A” which is attached hereto and made a part hereof by reference, is in excess of what is required for the Mill Creek Trail, not necessary for municipal purposes, and there are no public facilities located within this area, which allows for the use of the summary process to abandon a public service easement under Streets & Highways Code § 8333(c); and

WHEREAS, City staff have determined that no other entities have any right, title, or interest in that portion of the public service easement being proposed to be vacated.

WHEREAS, City staff have determined that this abandonment of a portion of the trail right of way constitutes a minor realignment of the trail that does not impact public access, usage, and operation of the trail.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Council of the City of Visalia hereby orders the summary vacation and abandonment of that portion of the Mill Creek Trail described above and in the legal description attached to this Resolution as Exhibit “A” which is made a part hereof by reference.

2. A public hearing is not required, and the use of a summary proceeding is allowed for the vacation of this portion of the Mill Creek Trail public service easement by the City Council having determined under California Streets and Highways Code pursuant to the provisions in § 8330 – 8336, Chapter 4 of Part 3, Division 9, specifically §

8333(c) that permits the summary vacation of a public service easement when it has been determined to be in excess of what is for municipal purposes and there are no other public facilities located in this portion of the public service easement. In this instance the City Council has determined that the portion of the public service easement to be abandoned is in excess of what is required by the City of Visalia and there are no other public facilities located within this portion of the easement.

3. The City Council further determines that the provisions of Government Code § 65402 concerning the administration of the general plan over streets, highways, and public service easements, does not apply to this abandonment as it is a project of a minor nature impacting the alignment of the trail and public access and use of the trail are not being impacted.

4. From and after the date this resolution is recorded, this portion of the Mill Creek Trail public service easement is vacated and abandoned.

5. Pursuant to Government Code § 66477.5(c) when a local agency that has been dedicated property for a public purpose has determined that same public purpose for which dedication was required does not exist, then the public agency shall reconvey the property to the developer or successor in interest. Under these requirements since this portion of the Mill Creek Trail, that was dedicated to the City of Visalia, has been determined to no longer be necessary for municipal purposes the City Manager is directed to sign a deed reconveying any interest held by the City over that portion of the trail being vacated by this resolution to the adjacent property owner as the successor in interest. All other portions of the Mill Creek Trail shall remain property of the City of Visalia and remain in use for municipal purposes.

PASSED AND ADOPTED: _____, 2025 Leslie B. Caviglia, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2025-61 passed and adopted by the Council of the City of Visalia at a regular meeting held on Month __, 2025.

Dated: _____ Leslie B. Caviglia , CITY CLERK

_____
By Reyna Rivera, Chief Deputy City Clerk

EXHIBIT 'A'

Mill Creek Abandonment
Lane Engineers, Inc. Job No. 22078
March 26, 2025

LEGAL DESCRIPTION:

A portion of Mill Creek as described in Grant Deed recorded as Document No. 2003-0022263, O.R.T.C.R., situated in the South Half of Section 25, Township 18 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California, more particularly described as follows:

Commencing at the Northwest corner of Parcel 6 of Parcel Map No. 2323, recorded in Book 24 of Parcel Maps, at Page 24, T.C.R.;
Thence South 00°50'15" East 88.37 feet along the West line of said Parcel 6 to the Southwest corner of said Mill Creek;
Thence North 74°28'51" East 17.76 feet along the South line of said Mill Creek to the TRUE POINT OF BEGINNING;
Thence leaving said South line North 63°24'08" East 9.45 feet;
Thence North 55°19'33" East 7.42 feet;
Thence North 46°53'43" East 7.42 feet;
Thence North 51°20'22" East 6.25 feet;
Thence North 64°00'51" East 13.34 feet;
Thence North 72°18'12" East 11.62 feet;
Thence North 76°21'37" East 9.86 feet;
Thence North 85°11'05" East 9.19 feet;
Thence North 87°13'37" East 12.93 feet;
Thence North 87°35'32" East 160.05 feet;
Thence North 89°32'40" East 211.16 feet;
Thence North 89°47'02" East 138.06 feet;
Thence South 89°41'29" East 97.53 feet;
Thence North 88°26'02" East 147.39 feet;
Thence North 89°04'07" East 160.00 feet;
Thence South 89°09'44" East 56.88 feet;
Thence North 89°13'20" East 146.20 feet;
Thence North 89°37'15" East 96.84 feet;
Thence North 88°54'28" East 81.97 feet;
Thence South 89°40'56" East 23.17 feet;
Thence South 89°04'18" East 16.88 feet;

Thence South 87°49'25" East 30.98 feet;
Thence South 85°14'35" East 66.51 feet;
Thence South 78°14'01" East 25.56 feet;
Thence South 73°03'56" East 27.91 feet;
Thence South 67°01'38" East 31.93 feet to a point of cusp on a non-tangent curve, concave to the south, having a radius of 470.00 feet, the initial radial of which bears North 19°24’45” East;
Thence along said South line of said Mill Creek through the following courses:

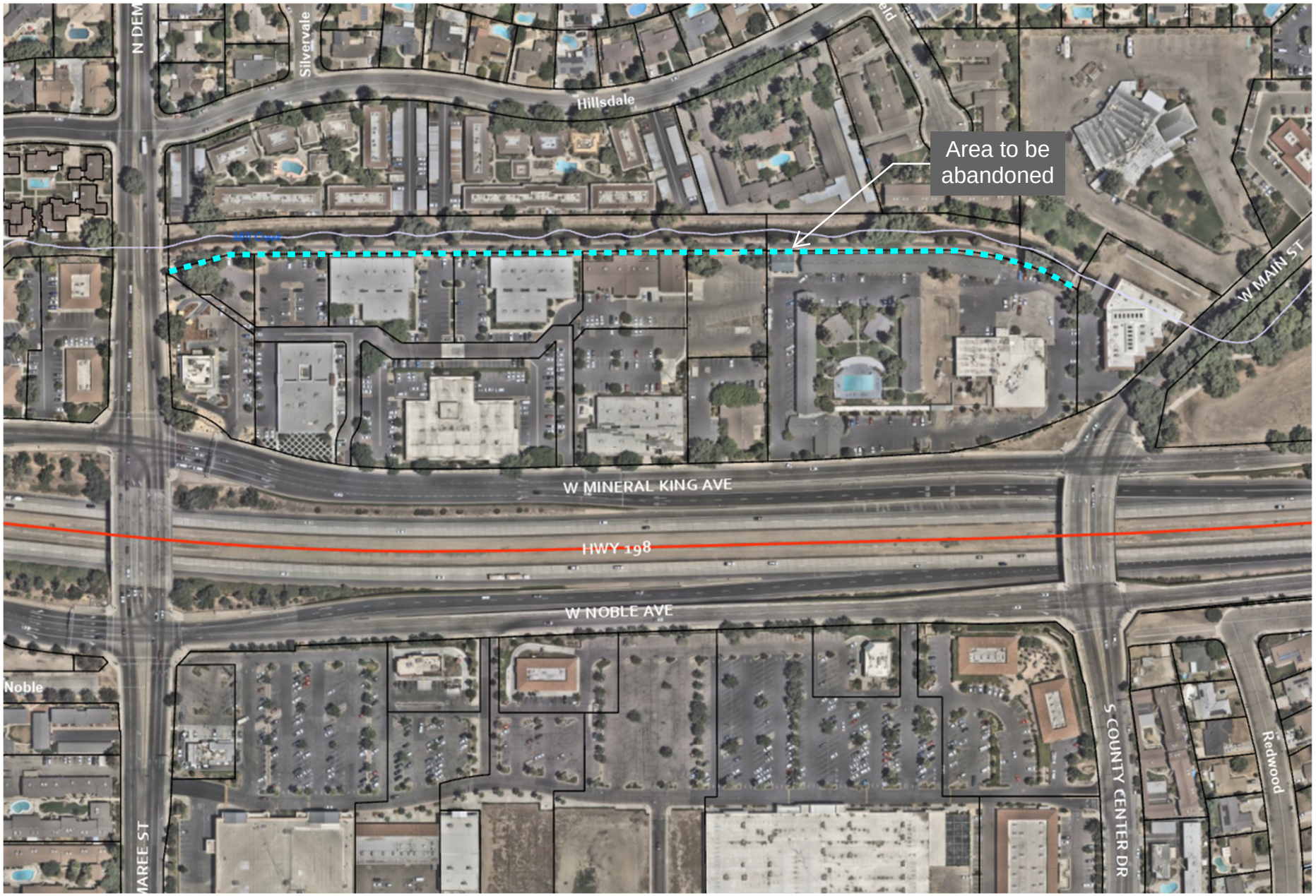
Westerly along said curve 164.45 feet through a central angle of 20°02’52”;
South 89°21'45" West 325.97 feet to the West line of Parcel 1 of Parcel Map No. 3164, recorded in Book 32 of Parcel Maps, at Page 65, T.C.R.;
North 00°38'15" West 1.11 feet along said West line;
South 89°21'45" West 346.10 feet to the West line of Parcel 2 of said Parcel Map No. 2323;
South 00°38'15" East 2.00 feet along said West line;
South 89°21'45" West 663.37 feet;
South 74°28'51" West 100.67 feet to the TRUE POINT OF BEGINNING.

CONTAINING 10,367 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

END OF DESCRIPTION.



03/26/2025



Summary Vacation and Abandonment
Resolution No. 2025-61
South side of the Mill Creek Trail between Demaree Street and Main Street

EXHIBIT 'A'

Mill Creek Abandonment
Lane Engineers, Inc. Job No. 22078
March 26, 2025

LEGAL DESCRIPTION:

A portion of Mill Creek as described in Grant Deed recorded as Document No. 2003-0022263, O.R.T.C.R., situated in the South Half of Section 25, Township 18 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California, more particularly described as follows:

Commencing at the Northwest corner of Parcel 6 of Parcel Map No. 2323, recorded in Book 24 of Parcel Maps, at Page 24, T.C.R.;
Thence South 00°50'15" East 88.37 feet along the West line of said Parcel 6 to the Southwest corner of said Mill Creek;
Thence North 74°28'51" East 17.76 feet along the South line of said Mill Creek to the TRUE POINT OF BEGINNING;
Thence leaving said South line North 63°24'08" East 9.45 feet;
Thence North 55°19'33" East 7.42 feet;
Thence North 46°53'43" East 7.42 feet;
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Thence North 89°32'40" East 211.16 feet;
Thence North 89°47'02" East 138.06 feet;
Thence South 89°41'29" East 97.53 feet;
Thence North 88°26'02" East 147.39 feet;
Thence North 89°04'07" East 160.00 feet;
Thence South 89°09'44" East 56.88 feet;
Thence North 89°13'20" East 146.20 feet;
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Thence South 78°14'01" East 25.56 feet;
Thence South 73°03'56" East 27.91 feet;
Thence South 67°01'38" East 31.93 feet to a point of cusp on a non-tangent curve, concave to the south, having a radius of 470.00 feet, the initial radial of which bears North 19°24’45” East;
Thence along said South line of said Mill Creek through the following courses:

Westerly along said curve 164.45 feet through a central angle of 20°02’52”;
South 89°21'45" West 325.97 feet to the West line of Parcel 1 of Parcel Map No. 3164, recorded in Book 32 of Parcel Maps, at Page 65, T.C.R.;
North 00°38'15" West 1.11 feet along said West line;
South 89°21'45" West 346.10 feet to the West line of Parcel 2 of said Parcel Map No. 2323;
South 00°38'15" East 2.00 feet along said West line;
South 89°21'45" West 663.37 feet;
South 74°28'51" West 100.67 feet to the TRUE POINT OF BEGINNING.

CONTAINING 10,367 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

END OF DESCRIPTION.



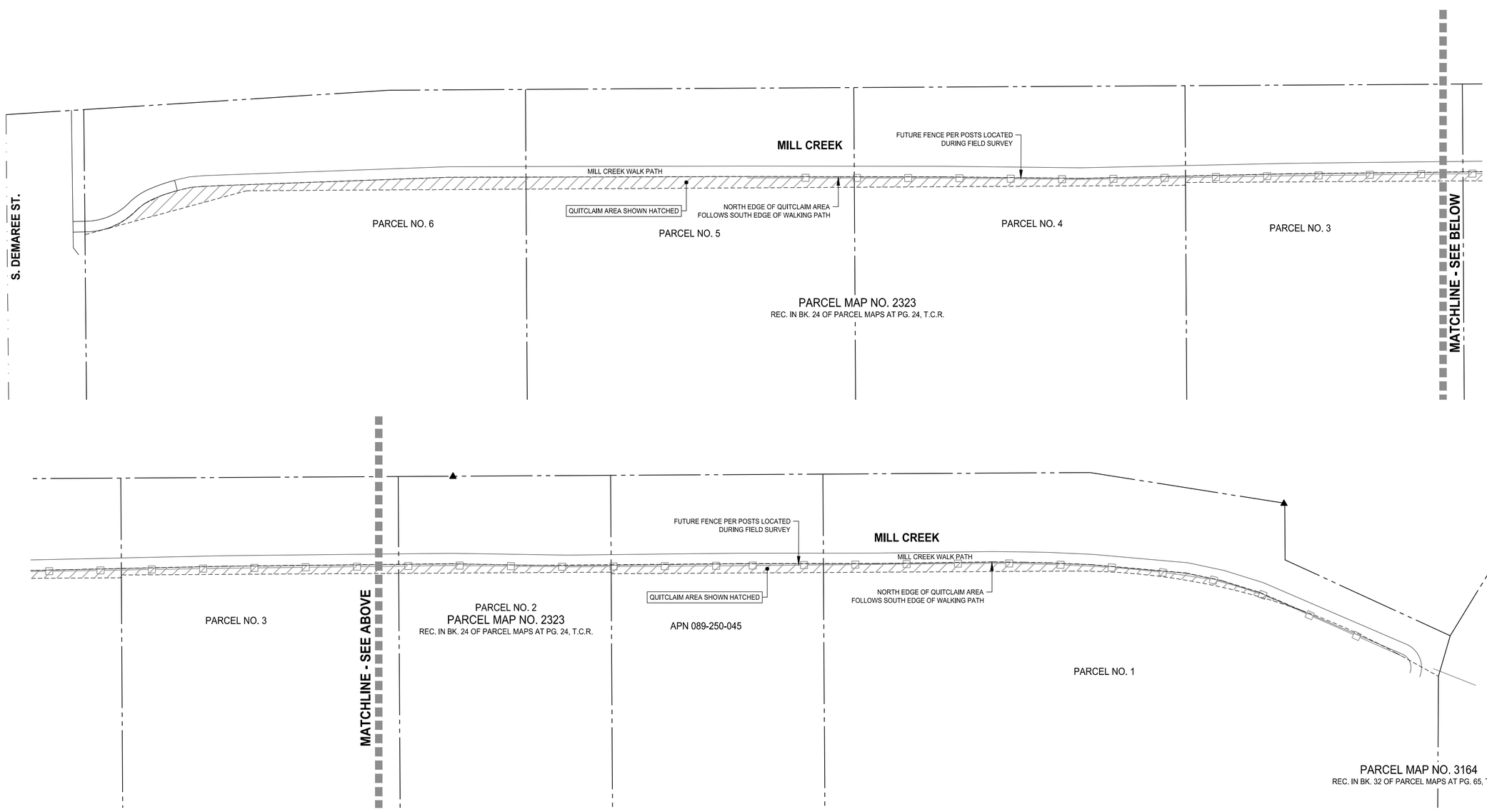
03/26/2025

MILL CREEK QUITCLAIM EXHIBIT

N

50 25 0 50

SCALE: 1" = 50'



ONE SHEET ONLY

JOB NO. XXXXX

J:\Jobs\2022\2207\Dwg\Exhibits\MILL CREEK QUITCLAIM.dwg 4/3/2025 7:03 AM

Visalia City Council

Staff Report

File #: 25-0336 **Agenda Date:** 8/18/2025 **Agenda #:** 7.

Agenda Item Wording:
Authorization to Award Traffic Data Collection Services Contract - Authorize the City Manager to award the contract to AimTD LLC to perform traffic data collection services in an amount not to exceed $55,000 annually, with the option to renew for up to four (4) one-year periods.

Prepared by:
Leslie Blair, Senior Civil Engineer, Leslie.Blair@visalia.city, 713-4633
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.city, 713-4540
Chris Crawford, City Engineer, Chris.Crawford@visalia.city, 713-4331
Jason Huckleberry, Engineering and Building Department Director, Jason.Huckleberry@visalia.city, 713-4495

Department Recommendation: Staff recommends that the City Council authorize the City Manager to award the contract for RFP 23-24-24, Traffic Data Collection Services, to AimTD LLC of Anaheim in an amount not to exceed $55,000 annually, with the option to renew for up to four (4) one-year periods.

Summary:
City staff issued RFP 23-24-24 to secure a vendor to outsource a majority of its traffic data collection for its arterial, collector, and local streets system. The contract is for one fiscal year, and shall at the City's option and upon mutually agreeable terms, be renewable annually thereafter for four (4) consecutive one-year periods.

Background Discussion:
The City of Visalia maintains approximately 531 miles of streets within its jurisdictional limits. The following is a breakdown by centerline street miles for each street type: 95-centerline miles of arterial, 71-centerline miles of collector, and 365-centerline miles of local streets.

For the past ten years, the City has renewed an annual contract to outsource a majority of its traffic data collection on its arterial, collector and local streets system as the need exceeded City staff's ability to obtain it in-house in a timely manner. The prior 5-year contract ended January 27, 2024. The traffic data collected has been vital to the City in ensuring appropriate traffic control as this data is essential in the performance of the Traffic Monitoring System and routine engineering studies, and helpful in providing information for economic development and traffic signal coordination. Also, this information is required by the State of California in order to provide data for the Highway Performance Monitoring System (HPMS) as administered through TCAG. HPMS takes into account the information supplied and uses it to determine the equitable distribution of State and Federal funds.

As the City continues to grow, an increasing number of vehicles, bikes, and pedestrians travel through our intersections. In order to keep up with demand and current regulations the City needs to outsource a majority of its traffic data collection services to assist staff with the increasing traffic monitoring, routine analysis of various intersections for warrants to change traffic control, an ever increasing volume of citizen's requests for traffic calming measures, installation of crosswalks, adjustment of traffic speed zones, etc.. The City of Visalia needs to collect traffic volume directional counts for 300 segments of roads, to collect vehicle classification counts for 97 segments of roads, and to monitor and collect intersection turning movement counts for 130 intersections. Frequently, the City of Visalia may have need for additional traffic data collection services such as both directional volume counts and speed data. The vendor will be used on an on-call basis for these special request counts and services at the contract price.

The road segments and intersections to be counted will be rotated on a yearly basis with half of the traffic volume directional counts for the 300 roadway segments being collected every other year, with half of the vehicle classification counts for the 97 roadway segments being collected every other year, with 50 of the 130 intersection turning movement counts being collected yearly, and the remaining 80 intersection turning movement counts split over two years. This contract is for one fiscal year, and shall, at the City's option and upon mutually agreeable terms, be renewable annually thereafter for four (4) consecutive one-year periods.

Bidding Process:
The City received proposals from two (2) firms in response to the RFP. A three-person selection committee was established to review, rate and rank the proposals. Following is a list of the rankings:

No.	Vendor	Location
1	AimTD, LLC	Anaheim, CA
2	Quality Traffic Data	North Hollywood, CA

Staff reviewed the proposals, checked references, and evaluated the vendors based on merit of proposal, knowledge and expertise of personnel/firm, understanding of project, timeline schedule, and record of past performance. AimTD was selected because overall they displayed a good understanding of the project, the firm is staffed with knowledgeable personnel, and they presented a schedule that was consistent with the city's timeframe for delivering a quality product. Their provided fee proposal was consistent with the project budget.

If the project is awarded by the City Council, the firm will begin work after execution of the agreement.

Fiscal Impact:
The total project budget is funded by Gas Tax Fund (111) in the amount of $60,000. Below is a budget summary identifying estimated expenditures for the project.

Traffic Data Collection Services		
Project Funding FY 25/26:		
Gas Tax (fund 111)	$	60,000
Total Project Funding	**$**	**60,000**
Project Costs:		
Vendor - AimTD (Tasks 1-3)	$	50,000
Vendor - AimTD (Tasks 4-5) optional	$	5,000
City Staff Costs	$	5,000
Total Project Cost	**$**	**60,000**
Appropriation Amount per 2025/2026 Budget (CP8101)	**$**	**60,000**
Requested Appropriation with this staff report	**$**	**-**

There are sufficient funds budgeted for this project therefore additional appropriations are not needed at this time. Any unexpended funds will be unencumbered and placed back to the originating fund.

Prior Council Action: None

Other: None

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award the contract for RFP 23-24-24 to AimTD LLC of Anaheim in an amount not to exceed $55,000 annually, with the option to renew for up to four (4) one -year periods.

Environmental Assessment Status: Not required.

CEQA Review: None required.

Deadline for Action: 8/18/2025

Attachments: 1) Fee Proposal AimTD LLC; 2) Ownership Disclosure Form; 3) Draft Contract

AimTD LLC

751 S Weir Canyon Rd
Ste 157-158
Anaheim, CA 92808

Phone # 714 253 7888 cs@aimtd.com
www.aimtd.com

ESTIMATE

Proposal Date: 5/26/2025
Proposal #: sc5440

Bill To:
City of Visalia

P.O. NO.	
Project #	
Contact	Leslie Blair, PE
Area	

Item	Description	Qty.	Rate	Total
	Year 1			
TMC8	Task 1 - TMC 8-peak hours Non-Signalized with Bicycle and pedestrian	90	299.00	26,910.00
ADT24BIClass	Task 2 - ADT 48hr Bi-directional Class Classifications Directional Volume Counts	49	185.00	9,065.00
ADT24BIClass	Task 3 - ADT 48hr Mid-Block Directional Volume Counts (optional Task)	151	120.00	18,120.00
ADT24BIClass	Task 4 - ADT 48hr Mid-Block Directional Volume Counts and Speed Optional Task (on-call)	0	399.00	0.00
ADT24BIClass	Task 4 - ADT 48hr Mid-Block Directional Volume Counts and Speed Optional Task (on-call) >10 segments	0	300.00	0.00
TMC8	Task 5 – Signalized Intersection Turning Movement Counts Optional Task (on-call) TMC 8-peak hours Non-Signalized with Bicycle and pedestrian	0	599.00	0.00
TMC8	Task 5 – Signalized Intersection Turning Movement Counts Optional Task (on-call) >10 intersections TMC 8-peak hours Non-Signalized with Bicycle and pedestrian	0	350.00	0.00
	Year 2			
TMC8	Task 1 - TMC 8-peak hours Non-Signalized with Bicycle and pedestrian	90	299.00	26,910.00
ADT24BIClass	Task 2 - ADT 48hr Bi-directional Class Classifications Directional Volume Counts	49	185.00	9,065.00
ADT24BIClass	Task 3 - ADT 48hr Mid-Block Directional Volume Counts (optional Task)	151	120.00	18,120.00
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Total $108,190.00

Exhibit F

Ownership Disclosure and California Levine Act Statement

Submit With Proposal

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

AimTD LLC

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

751 S Weir Canyon Rd Ste 157-158, Anaheim CA 92808

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Olga Polunin, 100 %

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?
   YES:_____ NO: X .
   If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)
N/A	N/A

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Signature of Company Authorized Individual	Olga Polunin Print or Type Name of Authorized Individual	5/25/2025 Date

IX. SAMPLE PROFESSIONAL SERVICES AGREEMENT

SAMPLE – SAMPLE - SAMPLE

PROFESSIONAL SERVICES AGREEMENT
FOR TRAFFIC DATA COLLECTION SERVICES

This Agreement, entered into this _____ day of _____, 20____, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in RFP No. 23-24-24, which along with the response submitted by CONSULTANT is attached as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, which shall be the Scope of Work for the project as described in RFP No. 23-24-24, unless the parties agree in writing to modify the Scope of Work as stated in the RFP, for the cost identified in Exhibit "B" - Project Fee.

B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" – Consultant Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in Exhibit "B", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

III. COMPENSATION

A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, an amount up to _____ dollars ($) as shown in Exhibit "B". This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work, Project Fees, and Schedule identified in Exhibit "A", "B", and "C", respectively. No other compensation is authorized by this Agreement without separate written amendment.

B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on percentage of work of each noted phase completed to date. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

A. CITY: The _____ shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.

B. CONSULTANT: _____ shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of XXX (XX) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.

4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation Provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes. Should CONSULTANT place a copyright notice on documents it must state, "City of Visalia holds a nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the material for government or public purposes."

XII. INDEMNIFICATION AND INSURANCE

As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

A. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and

automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONSULTANT's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.

D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' compensation insurance as required by California statues.

2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Professional liability insurance coverage, in an amount not less than One Million Dollars ($1,000,000).

4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

F. CONSULTANT agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia, Visalia, CA 93291.

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XIII. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

IV. MISCELLANEOUS PROVISIONS

A. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.

C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

D. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA 707 W. Acequia Ave. Visalia, CA 93291 Attention: City Clerk	CONSULTANT _____ _____ (Attention) _____ Phone:_____ Email:_____

G. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

I. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

L. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

N. Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

_____
City Manager

CONSULTANT

_____

Approved as to Form

_____
City Attorney

_____
Risk Manager

_____
Project Manager

Exhibit "A": Accepted Scope of Work as Negotiated by the City and the Consultant
Exhibit "B": Accepted Project Schedule and Fee as Negotiated by the City and the Consultant
Exhibit "C": Consultant Schedule of Fees

Visalia City Council

Staff Report

File #: 25-0340 **Agenda Date:** 8/18/2025 **Agenda #:** 8.

Agenda Item Wording:
Authorize State Transit Grant Applications and Appropriation of Funds - Authorization to submit two (2) grant applications to the California Department of Transportation to fund the Regional Transit Green Line Call Center in the amount of $215,000 and Travel Training in the amount of $110,000 for the total amount of $325,000, and appropriate the funds if awarded and received. Section 5310 (Resolution No. 2025-62 required)

Deadline for Action: 8/18/2025

Submitting Department: Administration - Transit Division

Contact Name and Phone Number:
Carmen Quevedo, Financial Analyst, Carmen.Quevedo@Visalia.Gov, (559)713-4592
Angelina Baker, Transit Manager, Angelina.Baker@Visalia.Gov, (559)713-4591
John Lollis, Assistant City Manager, John.Lollis@Visalia.Gov, (559)713-4323

Department Recommendation:
Staff recommends that the City Council authorize the City Manager or designee to submit two (2) grant applications to the California Department of Transportation to fund the Regional Transit Green Line Call Center in the amount of $215,000 and Travel Training in the amount of $110,000 for the total amount of $325,000, and if awarded, accept and appropriate the grant funds. Section 5310 Resolution No. 2025-62 required.

Summary: The overall purpose of the City of Visalia's transit program is to increase mobility opportunities for all citizens of the greater Visalia Urbanized Area (UZA), aid in improving air quality in the region, and reduce traffic congestion. The transit programs provide a level of intracity service that meets the needs of the transit dependent in Visalia and provides service to and from important destination points, which encourages transit use as a viable commute alternative.

Visalia Transit serves Visalia, Goshen, Farmersville, Exeter and the Tulare City transit center. There are thirteen (13) fixed standard transit routes, an ADA demand response service, a special youth center route, V-LINE, Visalia Connect microtransit, and five (5) seasonal routes to and within the Sequoia and Kings Canyon National Park.

If awarded, the grant funds will be used to continue operating the Green Line Call Center and Travel Training programs. Currently there are two (2) full-time staff members dedicated to the call center and one (1) full-time staff member dedicated to the Travel Training program. Public outreach throughout Tulare County has been provided and will continue to be provided to increase awareness and maximize the use of the Green Line Call Center.

These are one-year grants that can be used over multiple years. Transit staff is proposing to submit

two (2) applications to the same granting agency, which is allowed and has been done in previous applications. While historically there has not been a need for a local match since there were Transportation Development Credits, also known as Toll Credits, this cycle does require a twenty percent (20%) local match which will come from Local Transportation Funds (LTF). Further, staff anticipates these grants to not fully cover the expenses and the balance will come from other Transit Operational revenue.

Background Discussion:

Programs:

The Call Center and Travel Training programs will continue to provide increased access to transit information to the general public with specific focus on added time to assist the elderly and disabled bus riders. Both programs are utilized to assist passengers both on the phone via information and in-person for bus rider training. Since inception, there have been an increasing number of calls requesting information about multiple transit services. The intent of these programs is to be a one stop shop for countywide transit questions.

The Green Line Call Center is designed to provide information Countywide regarding all transit systems and how to use them, including how to use multiple systems to reach a destination. The Travel Training program provides outreach in Tulare County for citizens to learn about Transit services. Visalia Transit staff go out into the community to educate citizens about Visalia Transit services and will show them how to use the Public Transportation system.

Prior Year Grant Utilization:

The City of Visalia has been successful in receiving funding for the Green Line Call Center since implementation in 2009 and the Travel Training program implementation in 2016 through fiscal year 2024. The following table depicts the number of calls and events attended per prior fiscal years:

Fiscal Year	FY 2020	FY 2021*	FY 2022*	FY 2023	FY 2024
Call Center Calls	19,186	9,768	11,348	9,714	15,482
Travel Training Events	34	2	7	20	26
*Drop in calls/events due COVID-19					

Prior funding, before FY2020, was through the Job Access and Reverse Commute (JARC) and the New Freedom (NF) grant programs. Those programs are no longer available. In fiscal year 2017, Local Transportation Funds (LTF) and assistance from the other Tulare County Transit providers were used to cover the Green Line Call Center expenses.

The following table shows the breakdown of drawdowns from previous grant awards for both programs. The amount changes year over year depending on availability within the fund.

Visalia 5310 Funding					
Call Center					
	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Grant Funded	$ 370,591	$ 175,602	$ 238,055	$ 176,709	$ 228,862
Expenditure	$ 370,591	$ 175,602	$ 238,055	$ 208,373	$ 208,394
Short Fall	$ -	$ -	$ -	$ (31,664)	$ 20,468
Travel Training					
	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Grant Funded	$ 29,475	$ 85,590	$ 85,735	$ 62,907	$ 68,696
Expenditure	$ 29,475	$ 85,590	$ 98,517	$ 100,595	$ 112,751
Short Fall	$ -	$ -	$ (12,782)	$ (37,688)	$ (44,055)

Fiscal Impact:
No additional fiscal impact beyond what is already indicated within this report.

Prior Council Action:
September 18, 2023 - City Council authorized the City Manager to submit two (2) grant applications, including the Regional Transit Green Line Call Center for $149,393 and Travel Training in the amount of $60,000 for a total amount of $207,393.

Other: N/A

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager or designee to submit two (2) grant applications to the California Department of Transportation to fund the Regional Transit Green Line Call Center in the amount of 215,000 and Travel Training in the amount of $110,000 for the total amount of $325,000, and appropriate funds if awarded and received. Section 5310 Resolution No. 2025-62 required.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Section 5310 Resolution No. 2025-62

RESOLUTION NO. 2025 - 62

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA AUTHORIZING THE FEDERAL FUNDING UNDER FEDERAL TRANSIT ADMISTRATION SECTION 5310 (49 U.S.C. SECTION 5310) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital projects for non-urbanized public transportation systems under Section 5310 of the Federal Transit Act (FTA C9050.1G); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects for seniors and individuals with disabilities; and

WHEREAS, The City of Visalia desires to apply for said financial assistant to permit operation of paratransit service in Tulare County; and

WHEREAS, The City of Visalia has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that The City of Visalia does hereby authorize the City Manager and/or his Designee to file and execute applications on behalf of The City of Visalia with the Department to aid in the financing of capital/operating assistance/mobility management projects pursuant to Section 5310 of the Federal Transit Act **(FTA C 9070.1G)**, as amended;

That the City Manager and/or his Designee is authorized to execute and file all certifications of assurances, contracts or agreements or any other document required by the Department;

That the City Manager and/or his Designee is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects; and

That the City Manager and/or Designee is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project/s.

PASSED AND ADOPTED: AUGUST 18, 2025, LESLIE CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2025-62 passed and adopted by the Council of the City of Visalia at a regular meeting held on August 18, 2025.

Dated: August 18, 2025 Leslie Caviglia, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Visalia City Council

Staff Report

File #: 25-0342 **Agenda Date:** 8/18/2025 **Agenda #:** 9.

Agenda Item Wording:
Record Final Parcel Map - Authorize the recording of the final parcel map for Tentative Map No. 2024-07 located on Ferguson Avenue, 650 lineal feet east of Linwood Street. (APN: 077-190-015)

Prepared by:
Jesus R. Carreno, Assistant Engineer, jesus.carreno@visalia.city, (559)713-4268
Adrian Rubalcaba, Sr. Project Manager, adrian.rubalcaba@visalia.city, (559)713-4507
Jason Huckleberry, Engineering & Building Director, jason.huckleberry@visalia.city, (559)713-4495

Department Recommendation:
Staff recommends that City Council authorize the recordation of the final parcel map for Tentative Parcel Map No. 2024-07 located on Ferguson Avenue, 650 lineal feet east of Linwood Street.

Summary:
The final parcel map for Tentative Parcel Map No. 2024-07 is ready to record. The map will create 4 residential parcels. There are two existing single-family homes on the property that will occupy 2 of the 4 parcels, allowing future residential development of the remaining parcels. The parcels vary in size, ranging from 1.7 acres to 4.1 acres and are zoned R-1-5. All 4 parcels will take access from Ferguson Avenue via a shared access drive.

Background Discussion:
Tentative Parcel Map No. 2024-07 is a request to subdivide an existing 12-acre parcel into 4 single-family residential parcels. There are two existing single-family homes on the property that will occupy Parcels 2 & 4 of the map, with the remaining parcels to be developed in the future. The subdivision takes access from an existing drive approach on Ferguson Avenue. The map provides a common easement for reciprocal access, emergency access, and utilities to serve all parcels, and includes dedication of a small triangular segment for public right-of-way on Ferguson Avenue. All public improvements along the street frontage are existing.

Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final parcel map is a ministerial action. Specifically, Section 16.24.080 limits the City Council's action to the specific determination that the final parcel map conforms substantially to the contents of the tentative map, Chapter 16, and the Subdivision Map Act, and provides in pertinent part that "if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall approve the map (emphasis added)." Disapproval based upon any other reasons would be outside the authority of the Council for this particular action. The Council may reject any and all offers of dedication in the final parcel map pursuant to Section 16.24.080, and require that the City Engineer so indicate on the map, however staff's recommendation is that the City Council authorize recordation of the final parcel map and accept all offers of dedication as previously described in this report.

Fiscal Impact: None.

Prior Council Action: None.

Other: N/A

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recording of the final parcel map for Tentative Parcel Map No. 2024-07.

Environmental Assessment Status: Complete.

CEQA Review: Categorically exempt pursuant to CEQA Guidelines Section 15315, Categorical Exemption No. 2024-32

Deadline for Action: 8/18/2025

Attachments:
1. Final Parcel Map
2. Aerial Map

TPM 2024-07

PARCEL MAP NO.

THE WEST 12 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 24 EAST, M.D.B.M., IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT AT THE DATE OF THE ISSUANCE OF THE PATENT THEREOF.

OWNERS: STEVEN W. KING & HOLLIE A. KING
CORWYN D. OLDFIELD & LOIS L. OLDFIELD
4324 W. FERGUSON AVE.
VISALIA, CA. 93291
559-730-6910

ENGINEER: LANE ENGINEERS, INC.
979 N. BLACKSTONE ST.
TULARE, CA 93274
PH. (559) 688-5263

JUNE 2025

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY.

WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. RIGHT OF WAY FOR FERGUSON AVENUE IN FEE TO THE CITY OF VISALIA AS SHOWN HEREON.
2. RECIPROCAL ACCESS, FIRE ACCESS AND UTILITY EASEMENT FOR THE MUTUAL BENEFIT OF PARCELS 1 THROUGH 4 AS SHOWN HEREON.
3. RECIPROCAL ACCESS EASEMENT FOR TREE MAINTENANCE PURPOSES FOR THE MUTUAL BENEFIT OF PARCELS 1 THROUGH 4 AS SHOWN HEREON.

FOR: THE OLDFIELD FAMILY REVOCABLE TRUST OF SEPTEMBER 7, 2021

_____ _____
CORWYN D. OLDFIELD, TRUSTEE DATE

_____ _____
LOIS L. OLDFIELD, TRUSTEE DATE

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF TULARE

ON _____, 20___, BEFORE ME: _____, NOTARY PUBLIC,

PERSONALLY APPEARED: _____ & _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER 'PENALTY OF PERJURY' UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

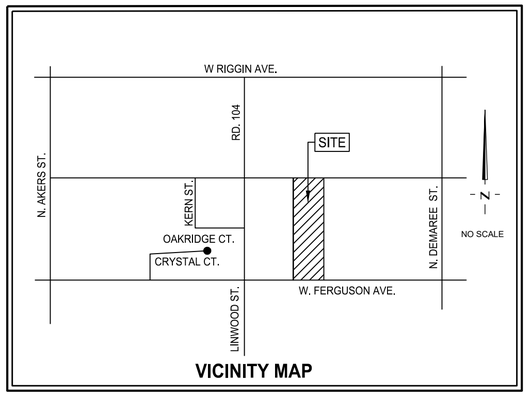
WITNESS MY HAND:

SIGNATURE: _____ _____
PRINT NAME

DATE COMMISSION EXPIRES:_____ COMMISSION NO. _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS:_____

NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66436 (C) OF THE SUBDIVISION MAP ACT.



VICINITY MAP

LICENSED LAND SURVEYOR
Benjamin R. Mullins
No. 9227
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CORWYN OLDFIELD ON JULY 29, 2024, AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
BENJAMIN R. MULLINS, PLS 9227 DATE

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
EXP: 9-30-26
No. 6815
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ _____
MICHAEL E. LONG, PLS 6815, CITY SURVEYOR DATE

CITY PLANNERS' STATEMENT

I HEREBY STATE THAT THIS PARCEL MAP CONFORMS TO THE TENTATIVE PARCEL MAP APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON AUGUST 12, 2024.

_____ _____
BY: PAUL BERNAL, DATE
PLANNING AND COMMUNITY PRESERVATION DIRECTOR / CITY PLANNER

FLOOD HAZARD ZONE X (SHADED, FULLY)

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0930E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN FLOOD ZONE AREA DESIGNATED ZONE X, (SHADED), WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOODING, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVEES.

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE _____ DAY OF _____, 20_____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC,

ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREET,

ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AS SHOWN AND/OR STATED UPON THE MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS _____ DAY OF _____, 20____.

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

_____ _____
CHIEF DEPUTY CITY CLERK DATE

NOTE:
IMPROVEMENTS AND IMPACT FEES SHALL BE DEFERRED UNTIL SUCH A TIME THAT A BUILDING PERMIT IS ISSUED, OR UNLESS OTHER ARRANGEMENTS ARE MADE WITH THE LOCAL AGENCY.

BOARD OF SUPERVISORS' STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS ____ DAY OF_____, 20____.

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/
CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT No._____ FEE PAID:_____
FILED THIS _____ DAY OF _____, 20_____, AT _____. M.

IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, TULARE COUNTY RECORDS, AT THE REQUEST OF LANE ENGINEERS, INC.

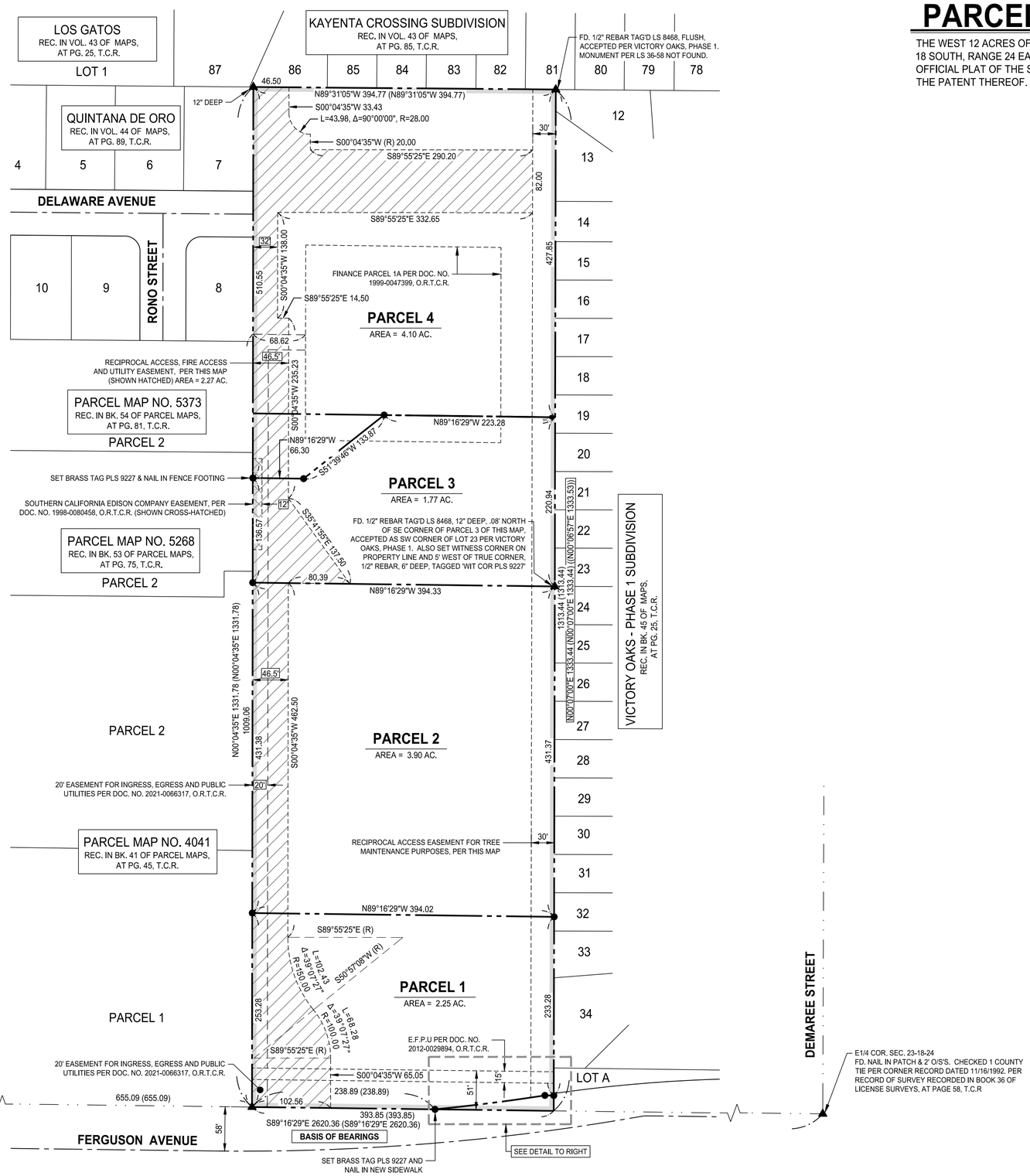
TARA K. FREITAS, CPA,
TULARE COUNTY ASSESSOR/CLERK-RECORDER

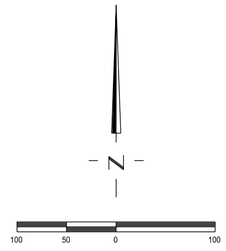
BY: _____
DEPUTY

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PARCEL MAP NO.

THE WEST 12 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 24 EAST, M.D.B.M., IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT AT THE DATE OF THE ISSUANCE OF THE PATENT THEREOF.





BASIS OF BEARINGS

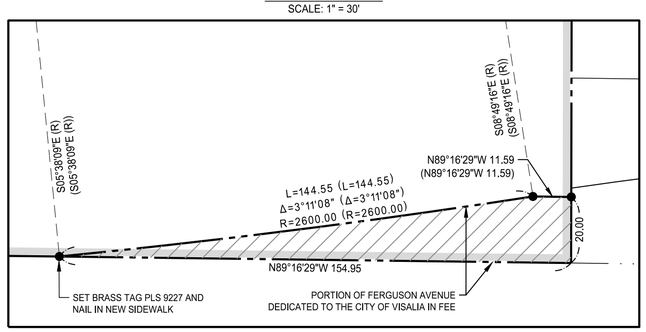
THE SOUTH LINE OF THE NE1/4 OF SEC. 23-18-24 BEARS S89°16'29"E PER RECORD OF SURVEY, REC. IN BK. 36 OF LICENSE SURVEYS, AT PG. 58, T.C.R.

LEGEND

▲	FOUND AND ACCEPTED 1/2" REBAR WITH YELLOW PLASTIC TAG PLS 9227, 6" DEEP, PER RECORD OF SURVEY, REC. IN BK. 36 OF LICENSE SURVEYS, AT PG. 58, T.C.R. (UNLESS NOTED OTHERWISE).
●	SET 1/2" REBAR WITH YELLOW PLASTIC TAG PLS 9227, 6" DEEP (UNLESS NOTED OTHERWISE).
WC ●	SET 5.00 FT. WITNESS CORNER (1/2" REBAR 6" DEEP TAGGED "WIT COR PLS 9227").
( )	RECORD DATA PER SURVEY MAP RECORDED IN BOOK 36 OF LICENSE SURVEYS, AT PAGE 58, T.C.R.
(( ))	RECORD DATA PER VICTORY OAKS, PHASE 1 SUBDIVISION, RECORDED IN BOOK 45 OF MAPS, AT PAGE 25, T.C.R.
E.F.P.U.	EASEMENT FOR PUBLIC UTILITIES
O.R.T.C.R.	OFFICIAL RECORDS TULARE COUNTY RECORDER
(R)	RADIAL BEARING.
	ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
═══	BOLD LINE INDICATES SUBDIVISION LIMITS.

DETAIL

SCALE: 1" = 30'



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SHEET 2 OF 2

JOB NO. 24001



VISALIA

Aerial Map
Parcel Map 2024-07

File #: 25-0345 **Agenda Date:** 8/18/2025 **Agenda #:** 10.

Agenda Item Wording:
Measure R Trails Reallocation of Funds - Authorization to reallocate Measure R Trail Funds between project categories within the City of Visalia's Measure R Trail funding allocation of $30,390,000 as outlined in this report.

Prepared by:
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.city, (559) 713-4540
Chris Crawford, City Engineer, Chris.Crawford@visalia.ctiy, (559) 713-4331
Jason Huckleberry, Engineering & Building Director, Jason.Hucklebery@visalia.city, (559) 713-4495

Department Recommendation:
Staff recommends City Council authorize the reallocation of Measure R Trail Funds between project categories within the city's Measure R funding allocation of $30,390,000 for trails, bike, and/or pedestrian projects as outlined in this report.

Summary:
Measure R funding in the amount of $30,390,000 is identified in the Measure R Expenditure Plan for the City of Visalia to utilize towards trail, bike and/or pedestrian projects. The total Measure R funding allocation of $30,390,000 is separated into different project categories to identify projects along specific trails within the city. Measure R funds can be reallocated between project categories based on funding needs and contingent upon City Council approval. The proposed reallocation of Measure R Trail funding will move budget between project categories listed in the Measure R Expenditure Plan. This is a revenue neutral action, and the recommended action is not increasing the budget.

Background Discussion:
In November 2006 voters approved a 30 year ½ cent sales tax measure to fund transportation projects countywide. The Measure R Expenditure Plan was prepared with input from member agencies and voters as a guide to fund transportation needs in Tulare County through the year 2037. The Measure R Expenditure Plan identifies funding categories to outline the projects that will be funded to include Regional Projects, Local Projects, and Transit/Bicycle/Environmental (Air Quality) Projects. The plan is administered by the Tulare County Association of Governments (TCAG) acting as the Tulare County Transportation Authority (TCTA) of the Measure R Program.

In the Transit/Bicycle/Environmental funding category within the Measure R Expenditure Plan, $30,390,000 is identified for the city to utilize towards trail, bike and/or pedestrian projects. The City of Visalia has many Measure R trail/bike/pedestrian projects completed, underway, and/or planned throughout the city. Staff has been working with the TCTA to secure the necessary Measure R funding for projects approved by City Council in the city's Capital Improvement Program (CIP). The Expenditure Plan lists project categories for the use of the $30,390,000 allocated to the city. City staff and the TCTA refer to the Measure R Expenditure Plan to ensure projects are within the Measure R

funding allocation amount and on the approved project list.

In January 2016, Council approved a reallocation of Measure R Trail Funds in order to meet the current project cost estimates and allow the continued delivery of projects prioritized for construction according to the approved project list in the City's CIP. Thereafter, Council has continued to approve the reallocation of funds as funding needs have arose on a project by project basis.

Upon review of estimated funding needs, the reallocation of funds between the project categories listed in the city's trail/bike/pedestrian list is needed in order to continue with projects underway and planned projects. In addition, a new project category titled Maintenance and Security previously approved by Council to utilize Measure R Trail funding needs to be added to the city's trail/bike/pedestrian project list. Council approved on June 15, 2020 the amendment to the Measure R Expenditure Plan to provide the flexibility to utilize Measure R Trail funding for the maintenance of trails within the city. Council approval is required to reallocate Measure R Trail funding between the project categories and to add the new project category for Maintenance and Security. This is a revenue neutral action and will not result in an increase or decrease in Measure R funds.

The proposed reallocation of Measure R Trail funds will shift funds to provide local matching funds for projects that have received an award of grant funds to include ATP awarded projects for the Goshen Trail Replacement project and the Santa Fe Bike Lanes project, and previously approved funding for trail projects. As City Council previously identified a need for funds for the maintenance of existing trails and future trails to be constructed, staff recommends reallocating $500,000 within the Measure R Trail Fund for maintenance and security needs of trails. Maintenance and security improvements may include maintenance of asphalt trails, landscaping maintenance, and additional lighting for enhanced security.

Although, Council has previously approved Measure R Trail funds for these projects, the reallocation of funds with the Measure R trail/bike/ped list is needed in order to maintain a balanced Measure R Trail Fund.

The table below lists the project categories for the $30,390,000 of Measure R funds allocated to the city for trail/bike/pedestrian projects and the proposed reallocation of funds between project categories.

Project Category	Current Measure R Trail Allocation	Proposed Reallocation	Updated Measure R Trail Allocation
Mill Creek	$3,700,000	$(382,670)	$3,317,330
Santa Fe	$7,370,057	$(512,837)	$6,857,220
St. John's River Path	$3,000,000	$372,986	$3,372,986
Packwood Creek	$5,746,764	$0	$5,746,764
Modoc Creek	$3,000,000	$170,700	$3,170,700
Goshen Ave Trail	$3,000,000	$1,912,000	$4,912,000
Cameron Creek	$3,000,000	$(3,000,000)	$0
K Street	$0	$0	$0
K Road (along SJ rail line)	$737,179	$(737,179)	$0

Visalia Class 1 Trails	$836,000	$1,677,000	$2,513,000
Maintenance & Security (new category)	$0	$500,000	$500,000
Total	**$30,390,000**	**$0**	**$30,390,000**

The updated allocation amount for project categories for Cameron Creek, K Street, and K Road is listed as zero. A trail along K Street and K Road was previously found infeasible by an engineering study because of the challenges of the railroad. Currently, there are not any planned projects identified along Cameron Creek. Funding from Cameron Creek is being recommended to shift to other projects previously approved by Council. The list may be revised by Council in the future based on project needs. The attached list is provided for reference to show in detail the currently active and completed trail/bike/pedestrian projects.

Fiscal Impact:
This is a revenue neutral action, funding is not being increased or decreased. The Measure R Expenditure Plan is a document utilized by the TCTA to ensure projects are within the approved Measure R allocation amount. The reallocation of Measure R trail funds will align funding between project categories in the Measure R Expenditure Plan to match funding for projects previously approved by Council. City Council approval is required for the reallocation of funds between projects within the Measure R Expenditure Plan.

Prior Council Action:
November 20, 2023
Authorized the Notice of Completion for Greenway Trail Phase 2 (Mill Creek Bridget on Greenway Trail Project), appropriate and additional $10,000 from the Measure R Trailway Fund, and authorized the amendment to the Measure R Expenditure Plan to reallocate $10,000 from K Road along SJ line to the Mill Creek Bridge on Greenway Trail Project.

September 19, 2022
Authorized the Notice of Completion for the Packwood Creek Trail, execute an amendment to the Measure R Supplemental Agreement, authorized an appropriation of $70,000 from the Measure R Trails Fund, and amend the Measure R Trail Expenditure Plan to reallocate $70,000 from the K Road along SJ line to the Packwood Creek Trail.

June 21, 2021
Authorized the appropriation of $400,000 from the Measure R Trails Fund, execute a Measure R Supplemental Agreement with TCAG for the Santa Fe Class IV Bike Lane from Tulare Ave. to Houston Ave. Project, and authorized the Measure R Trail Expenditure Plan be revised to reallocate $1,187,236 from the K Street Bike Path to Santa Fe and $1,682,821 from the K Road along SJ line to Santa Fe.

May 3, 2021
Authorized the City Manager to award a contract to Romanazzi General Engineering in the amount of $749,632.82 for the construction of the Greenway Trail Phase 1 & 2, execute a Supplemental Agreement with TCAG, and amend the Measure R Trail Expenditure Plan to designate $236,000

from the K Street Bike Path to the Mill Creek Bridge at Greenway Trail.

March 15, 2021
Authorized the City Manager to award a contract to Avison Construction Inc., in the amount of $1,099,500 for the Packwood Creek Trail Project, amendment to the supplemental agreement with TCAG, and amendment to the Measure R Expenditure Plan to designate $76,764 from the K Street Bike Path to the Packwood Creek Trail.

January 4, 2016
Approval of Measure R Trail funding allocation update of $30,390,000.

September 15, 2014
Authorized the update to the allocation of Measure R Trail Funds of $30,390,000.

Alternatives: Retain allocation of Measure R Trail funding and utilize other funding for trail projects.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the reallocation of Measure R Trail Funds between project categories within the city's Measure R Trail funding allocation of $30,390,000 as outlined in this report.

Environmental Assessment Status: Not applicable.

Deadline for Action: 8/18/2025

Attachments: Visalia Measure R Trail, Bike & Pedestrian List of Projects

City of Visalia
MR Bike Pedestrian Projects

City #	Status	Fed #	Limits	Current Allocation	CMAQ	TE	ATP	Amt Left for Supplementals	Supplementals (MR)	Remaining Capacity	Proposed Reallocation	Updated Remaining Capacity	Designate funds to project(s):
Mill Creek Trail				***$ 3,700,000***	***$ 422,000***	***$ -***	***$ 141,000***	***$ 3,137,000***	***$ 2,754,330.08***	***$ 382,670***	**$ (382,670)**	**$ -**	
9919	Active		Lovers Ln to Cain						$ 780,000.00				
0118	Complete	5044(103)	Tipton to Burke				$ 141,000		$ 169,996.93				
0121	Complete		Burke to Goshen						$ 686,153.63				
8292	Complete	5044(073)	Akers to Marcin		$ 422,000				$ 330,917.80				
0187	Complete		Mill Creek Bridge East of Shirk						$ 395,000.00				
9843	Complete		Garden Park to McAuliff						$ 224,852.78				
8267	Complete		Garden Park to McAuliff (Rehab)						$ 71,976.68				
9100/8133	Complete		Marcin to Tommy						$ 80,421.88				
8203	Complete		Mill Creek Trail						$ 11,000.00				
8295	Complete		Murray to Road 152						$ 4,010.38				
Santa Fe Trail				***$ 7,370,057***	***$ 560,000***	***$ -***	***$ -***	***$ 6,810,057***	***$ 3,663,220.14***	***$ 3,146,837***	**$ (512,837)**	**$ 2,634,000**	Santa Fe Bike Lanes Project
0480	Active		Santa Fe Class IV Bike Lane from Tulare Ave. to Houston Ave.						$ 400,000.00				
8118	Complete	5044(090)	Houston to Riggin		$ 560,000				$ 544,928.49				
8117	Complete		Ave 272 to Tulare						$ 2,718,291.65				
St Johns River Trail				***$ 3,000,000***	***$ 1,181,000***	***$ 245,000***	***$ -***	***$ 1,574,000***	***$ 1,946,985.90***	***$ (372,986)***	**$ 372,986**	**$ -**	
8131	Active	5044(105)	Riggin to Dinuba		$ 1,181,000				$ 353,970.00				
0119	Complete		Riverway Dr						$ 835,000.00				
9716	Complete		McAuliff to Rd 148						$ 153,119.88				
8261	Complete		Riparian W of Dinuba (EEM)						$ 74,937.00				
8314	Complete		Hughes Property Acquisition						$ 42,819.58				
8041	Complete	5044(061)	Rd 148 to Cutler Park			$ 245,000			$ 487,139.44				
Packwood Creek Trail				***$ 5,746,764***	***$ 1,937,000***	***$ 368,000***	***$ -***	***$ 3,441,764***	***$ 3,438,249.20***	***$ 3,515***	**$ -**	**$ 3,515**	
0012	Complete	5044(104)	Santa Fe to Crumal		$ 1,137,000				$ 745,065.50				
9915	Complete	5044(040)	Along Cameron Ave						$ 616,917.11				
9956	Complete	5044(075)	Caldwell to Cameron		$ 480,000				$ 725,546.44				
8285	Complete	5044(078)	Cameron to Visalia Pkwy			$ 118,000			$ 327,272.26				
8119	Complete	5044(074)	Walnut Ave RR to Cedar		$ 320,000				$ 255,379.30				
8120	Complete	5044(077)	Crumal to Sue			$ 250,000			$ 768,068.59				
Modoc Ditch Trail				***$ 3,000,000***	***$ 818,000***	***$ -***	***$ -***	***$ 2,182,000***	***$ 2,052,683.17***	***$ 129,317***	**$ 170,700**	**$ 300,017**	Modoc Basin Trail (Design)
8228	Complete		Gidding to Demaree		$ 730,000				$ 573,548.21				
8229	Complete		Court to St. Johns River						$ 588,376.17				
8128	Complete	5044(085)	Dinuba to Giddings		$ 88,000				$ 709,692.81				
8208	Complete		Mooney to Riggin						$ 160,775.58				
8296	Complete		Ferguson & Dinuba (EEM)						$ 20,290.40				
Goshen Trail				***$ 3,000,000***	***$ -***	***$ -***	***$ -***	***$ 3,000,000***	***$ 1,736,630.00***	***$ 1,263,370***	**$ 1,912,000**	**$ 3,175,370**	Goshen Trail Replacement Project
8130	Active		Giddings to Akers						$ 1,736,630.00				
Cameron Creek path				***$ 3,000,000***	***$ -***	***$ -***	***$ -***	***$ 3,000,000***	***$ -***	***$ 3,000,000***	**$ (3,000,000)**	**$ -**	
K Street Bike Path				***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***			
K Road along SJ line				***$ 737,179***	***$ -***	***$ -***	***$ -***	***$ 737,179***	***$ -***	***$ 737,179***	**$ (737,179)**	**$ -**	
Visalia Class 1 Trails				***$ 836,000***	***$ 228,000***	***$ -***	***$ 1,000,000***	***$ (392,000)***	***$ 515,514.69***	***$ (907,515)***	**$ 1,677,000**	**$ 769,485**	ESRP Basins - Trails
0189	Active		Mill Creek Bridge on Greenway Trail						$ 242,744.69				
298	Active		Greenway Belt Trail				$ 1,000,000		$ 140,670.00				
175	Complete		Santa Fe Trail Crossing		$ 228,000				$ 102,100.00				
8408	Complete		Greenway Trail MasterPlan(St. Johns River)						$ 30,000.00				
Maintenance & Security											**$ 500,000**	**$ 500,000**	New Maintenance Category
			TOTAL	**$ 30,390,000**	**$ 5,146,000**	**$ 613,000**	**$ 1,141,000**	**$ 23,490,000**	**$ 16,107,613.18**	**$ 7,382,387**	**$ -**	**$ 7,382,387**	

Visalia City Council

Staff Report

File #: 25-0348 **Agenda Date:** 8/18/2025 **Agenda #:** 11.

Agenda Item Wording:
Award a Contract for Maintenance, Repair, Testing, & Inspection of City-owned Fueling Facilities- Authorize the City Manager to award an annual contract to Precision Environmental Services for maintenance, repair, testing and inspection of City-owned fueling facilities. The Contract shall not exceed $50,000.00 annually and is renewable each year for a potential total of five (5) years.

Prepared by:
Danny Galindo, Public Works Manager, danny.galindo@visalia.city, 713-4186
Nick Bartsch, Public Works Director, nick.bartsch@visalia.city,713-4052

Department Recommendation: Staff recommends that the City Council authorize the City Manager to award an annual contract to Precision Environmental Services in an amount not to exceed $50,000 annually, totaling $250,000 over the life of the contract, with an option to renew annually for up to (4) additional one-year terms.

Summary:
RFB 23-24-48 for maintenance, repair, testing and inspection of fueling equipment was advertised in the newspaper on June 6, 2025, posted on Bidnet, and notifications were sent to all local vendors who provide these services.

In response to the RFB, the City's Purchasing division received (3) bids and are summarized below:

Company	Location	Total Bid Amount
Precision Environmental	Tulare	$9,750.65
West Star Environmental	Fresno	$24,266.82
Franzen-Hill	Tulare	$26,321.20

The contract covers all City-owned fueling facilities, and consists of two components:

- **Fixed Services:** These are recurring scheduled services performed annually at each fueling station. They include secondary containment testing, annual monitoring certification testing, annual vapor recovery testing (including pre-test and testing with San Joaquin Valley APCD inspectors), V/L testing, and monthly designated operator inspections. The fixed services portion of the bid, which is approximately $9,000, covers these mandated inspections and certifications.
- **Hourly Rates for Unscheduled Repairs and Maintenance:** In addition to fixed services, the

contract includes hourly labor rates for any necessary unscheduled repairs or maintenance that may arise during the year. This allows for any issues to be dealt with promptly at any City fueling station, ensuring continuous compliance and operational readiness.

While the fixed services fee is around $9,000, the contract's annual amount is not to exceed $50,000 based on historical spending trends. Annual costs have varied between approximately $35,000 and $67,000 in recent fiscal years, reflecting variable repair needs beyond the fixed testing and inspections.

This bid structure explains the difference in pricing among vendors, as each proposes unique combinations of fixed fees and hourly rates. Precision Environmental Services was evaluated as the most responsible and responsive bidder, providing the best value across both fixed services and hourly repair costs.

Background Discussion:
The Fleet Division has developed an annual contract for the maintenance, repair, testing, and inspection of fueling equipment for eight fueling stations, which will be managed through the Fleet Maintenance Division.

Maintaining the City's fueling infrastructure in proper working conditions is essential not only for operational efficiency but also for remaining in compliance with local, state, and federal environmental regulations. Regular testing, inspections, and prompt repairs help ensure compliance with standards set by agencies such as the California State Water Resources Control Board**,** the San Joaquin Valley Air Pollution Control District (SJVAPCD)**,** and other regulatory bodies.

Failure to comply with mandated testing and certification requirements-such as vapor recovery testing, secondary containment verification, and monitoring system certifications can result in regulatory violations, fines, or operational shutdowns. This contract ensures the City meets all required inspection schedules and documentation standards, helping to mitigate risks and avoid costly penalties.

The current solicitation (RFB No. 23-24-48) continues this essential service. Bids were received and evaluated, with Precision Environmental Services providing the most responsible and responsive proposal.

Fiscal Impact: Funding for maintenance, repair, testing & inspection of City-owned fueling facilities is budgeted annually in Fleet Operations (5012) to cover these costs.

Historical spending of these services:

Fiscal Year 2022-23:	$67,282.15
Fiscal Year 2023-24:	$40,881.40
Fiscal Year 2024-25:	$35,492.54

Based on prior spending and projected needs, the total cost is not expected to exceed $50,000 annually. Fiscal Year 2022-23 expenses of $67,000 were higher due to a one-time repair cost of approximately $20,000.

Prior Council Action: On February 4, 2019 council approved awarding a 5-year contract for these services to Precision Environmental Services.

Other: N/A

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award an annual contract to Precision Environmental Services for maintenance, repair, testing and inspection of City-owned fueling facilities in an amount not to exceed $50,000 annually, totaling $250,000 over the life of the contract, with an option to renew annually for up to (4) additional one-year terms.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/18/2025

Attachments:
Precision Environmental Services Bid
Bid Comparison
RFB NO. 23-24-28
Contract
Levine Act

EXHIBIT "A"
BID FORM
RFB NO. 23-24-48
Project: MAINTENANCE & REPAIR, TESTING & INSPECTION OF FUELING EQUIPMENT

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 23-24-48 dated: _7-2-25_____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERs, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

Bid Award shall be based on the Total Bid Amount. The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.

Bidding Agency:_____

Item #	Description of work: as specified in RFB 23-24-48	Unit Price		Estimated Annual Quantity		Total
1	Secondary Containment Testing-SB989 testing	$ 1100.00	x	1	=	$ 1100.00
2	Annual Monitoring Certification Testing	$500.00	x	~~2~~ 3	=	$ 1000.00 1500
3	Annual Vapor Recovery Testing	$ 500.00	x	3	=	$ 1500.00
4	Annual Vapor Recovery pre-test and test with A.P.C.D (inspector to comply with San Joaquin Valley A.P.C.D)	$ 500.00	x	3	=	$ 1500.00
5	V/L Testing	$ 250.00	x	~~0~~ 3	=	$ 0.00 750
6	Monthly Designated Operator Inspection (UST sites only)	$ 65.00	x	26 ~~48~~	=	$ 1690.00 3,170.00
In addition to the annual testing/monthly inspection above, Contractor is to provide pricing for additional maintenance and repair work that may be requested on an as needed basis.						
7	Hourly Rate					$ 80.00
8	Hourly Overtime Rate					$ 120.00
9	Travel cost per mile					$ 0.65
10	Vehicle/travel cost per hour (technician)					$ 80.00
				Total Bid Amount (Items 1-10)		$ 7070.00 9,750.65

(1) Precision Environmental Services Inc
Bidding Firm

(2) _____ Corporation
Corporation, Partner, Joint Venture

(3) 24322 Road 152 Tulare CA 93274
Business Address City State Zip Code

559-553-5420/ 559-731-3311 NA
Telephone Number Fax Number

adam@pescorp.co
E-mail Address

(4) Adam Taylor 7-2-25
Signature of Authorized Person (Date)

Adam Taylor
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".
(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.
(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS: _A-Haz, C61-D40_ # _1028900_____EXP. DATE:_7-31-25

_____ # _____EXP. DATE:_____

STATE D.I.R. REGISTRATION #_1000945345_._. FEDERAL TAX I.D. #___81-4506090_____

CITY OF VISALIA BUSINESS TAX CERTIFICATE #_____(A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326.

BIDDER HAS INCLUDED THE FOLLOWING WITH THIS BID:
Copy of Hazardous Substance Removal Certification Yes_x_____ No_____

REFERENCES
The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past two years.

Company Name	Address	Tel. No.	Contact
1. ___City Of Visalia_____	315 E Acequia Visalia CA_____	559-713-4334	Steve Ellis_
2. ___Roche Oil_____	1120 E Paige Ave Tulare CA_____	559-686-1230	Frank Roche_
3. ___Rhodes Oil_____	603 N Reed Ave Reedley CA_____	559-638-2275	David Rhoades

DESIGNATION OF SURETIES
The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

Company Name	Address	Tel. No.	Type
Insurance cert attached.			

SUBCONTRACTOR LISTING

BIDDING AGENCY: Precision Environmental Services Inc No subcontractors

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

SUBCONTRACTOR INFORAMTION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1.	**Subcontractor Name:**	**Performing ____% of project work**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____
Business Address:						
Email Address:						
CSLB #		**Expires:**				
DIR Registration #						
2.	**Subcontractor Name:**	**Performing ____% of project work**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____
Business Address:						
Email Address:						
CSLB #		**Expires:**				
DIR Registration #						
3.	**Subcontractor Name:**	**Performing ____% of project work**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____
Business Address:						
Email Address:						
CSLB #		**Expires:**				
DIR Registration #						

EXHIBIT "B-1"

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Adam Taylor _____ 7-2-25

Signature Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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 under this contract.

Company: _Precision Environmental Services Inc_____

Business Address: _24322 Road 152 Tulare CA 93274_____

Signature: Adam Taylor

Name of Signing Official: _Adam Taylor_____

Title of Signing Official: _Secretary, Treasurer_____

Date: _07-02-2025_____

Company Seal:

EXHIBIT "B-3"

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has____ has not __x___ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has _____ has not _x____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: _Precision Environmental Services Inc._____

Business Address: _24322 Road 152 Tulare CA 93274_____

Signature: Adam Taylor

Name of Signing Official: ___Adam Taylor_____

Title of Signing Official: _Secretary, Treasurer, Agent_____

Date: __07-02-2025_____

Company Seal:

EXHIBIT "B-4"

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: Precision Environmental Services Inc

Business Address: 24322 Road 152 Tulare CA 93274

Signature: Adam Taylor Date: 07-02-2025

Name & Title of Signing Official: Adam Taylor Secretary, Treasurer

Company Seal (if any):

Ownership Disclosure and California Levine Act Statement

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

__Precision Environmental Services Inc__Adam Taylor_____ Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

__Whitney Taylor, Adam Taylor

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES:_____ NO:__x___. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Adam Taylor — Adam Taylor — 07-02-2025

Signature of Company Authorized Individual | Print or Type Name of Authorized Individual | Date

EXHIBIT "B-6"

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
Precision Environmental Services Inc	81-4506090
BY(Authorized Signature) Adam Taylor	DATE EXECUTED 7-2-2025
PRINTED NAME AND TITLE OF PERSON SIGNING Adam Taylor Secretary, Treasurer	TELEPHONE NUMBER (Include Area Code) (559) 731-3311
TITLE Secretary and Treasurer	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 24322 Road 152 Tulare CA 93274	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
   (a) Will receive a copy of the company's drug-free workplace policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-7"

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: ___Precision Environmental Services Inc_

Business Address: _24322 Road 152 Tulare CA 93274_____

Signature: Adam Taylor

Name of Signing Official: _Adam Taylor _____

Title of Signing Official: __Secretary_Treasurer_____

Date: _07-02-2025_____

Company Seal:
(if any)

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

○ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

○ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,00 over the life of the contract (up to 5 years).

Signature: Printed Name: Adam Taylor

Title Secretary,Treasurer Agency

Name: Precesion Environmental Services Inc

Date: 07-2-2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.city

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 23-24-48

ANNUAL CONTRACT FOR MAINTENANCE & REPAIR, TESTING & INSPECTION OF FUELING EQUIPMENT

ADDENDUM NO. 1

Issued: Tuesday, July 1, 2025

Bids Due: **Wednesday, July 9, 2025 at 2:00pm**

Addendum is being issued to provide responses to questions and to confirm prevailing wages. This addendum becomes part of the RFB 23-24-48 document and must be signed and submitted with Bid.

ITEM : QUESTIONS/RESPONSES

Q1: All the testing would be designated operator, air pollution control district, environmental health testing?

R1: Contractor shall provide all testing, maintenance and repairs in compliance with all government regulations and provide training for hazardous clean up.

ITEM 2: PREVAILING WAGES

Prevailing wages were checked on Tuesday, July 1, 2025. There were no updates to the state wages. State wages originally posted with this RFB remain in effect.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: Precision Environmental Services Inc. Date: 7-2-2025

By: Adam Taylor
Bidder's Signature

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.city

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 23-24-48

ANNUAL CONTRACT FOR MAINTENANCE & REPAIR, TESTING & INSPECTION OF FUELING EQUIPMENT

ADDENDUM NO. 3

Issued: Thursday, July 10, 2025

Bids Due: **Thursday, July 17, 2025 at 2:00pm**

Addendum is being issued to provide responses to questions. This addendum becomes part of the RFB 23-24-48 document and must be signed and submitted with Bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: Which state prevailing wage classifications are applicable to this project?

R1: The Project Manager has provided the attached state prevailing wage determinations that may be applicable to this work. All work performed under this contract is subject to payment of state prevailing wages which can be found at:
http://www.dir.ca.gov/OPRL/PWD/index.htm and
http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp.

END OF ADDENDUM NO. 3
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: Precision Environmental Services Inc Date: 7-16-25

By: Adam Taylor
Bidder's Signature

Attachment: Prevailing Wage Determinations

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.city

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 23-24-48

ANNUAL CONTRACT FOR MAINTENANCE & REPAIR, TESTING & INSPECTION OF FUELING EQUIPMENT

ADDENDUM NO. 2

Issued: Tuesday, July 8, 2025

Bids Due: **Thursday, July 17, 2025 at 2:00pm**

Addendum is being issued to extend the deadline to submit a bid. This addendum becomes part of the RFB 23-24-48 document and must be signed and submitted with Bid.

ITEM 1: BID SUBMITTAL DEADLINE EXTENSTION

The bid submittal deadline has been extended to: Thursday, July 17, 2025 at 2pm.

Addendum #3 will be issued soon to include the prevailing wage crafts/classifications that are applicable to this RFB.

END OF ADDENDUM NO. 2
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: Precision Environmental Services Inc Date: 7-16-2025

By: Adam Taylor
Bidder's Signature

BA20250016280

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20250016280
Date Filed: 1/3/2025

B3316-1945 01/03/2025 8:00 AM Received by California Secretary of State

Entity Details

Corporation Name	PRECISION ENVIRONMENTAL SERVICES INC.
Entity No.	3956360
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	24322 ROAD 152 TULARE, CA 93274

Mailing Address of Corporation

Mailing Address	24322 ROAD 152 TULARE, CA 93274
Attention	

Street Address of California Office of Corporation

Street Address of California Office	24322 ROAD 152 TULARE, CA 93274

Officers

Officer Name	Officer Address	Position(s)
• WHITNEY TAYLOR	24322 ROAD 152 TULARE, CA 93274	Chief Executive Officer
• Adam Taylor	24322 ROAD 152 TULARE, CA 93274	Secretary, Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
• Adam Taylor	24322 ROAD 152 TULARE, CA 93274
• Whitney Taylor	24322 ROAD 152 TULARE, CA 93274

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	ADAM TAYLOR
Agent Address	24322 ROAD 152 TULARE, CA 93274

Type of Business

Type of Business	CONSTRUCTION & MAINTENANCE

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Whitney Taylor	*01/03/2025*
Signature	Date

B3316-1946 01/03/2025 8:00 AM Received by California Secretary of State

CA

DIR State of California Department of Industrial Relations EST. 1927

Public Works Support AT

eCPR Search AT Adam Taylor Taylor

Logout

Contractor Registration Search

Project Registration Search

Services

Your information

2025-07-02 12:58:27 system

Registration Date

* Contractor

1000945345 - Precision Environmental Services Inc

* Registration Start Date

2025-07-02

Registration Status

Active

* Registration End Date

2028-06-30

Transaction

TRANSACT0037707

☐ Renewal

Activity

Activity

No readable comment field

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dir.ca.gov

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2025

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

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

PRODUCER	CONTACT NAME: Berenice Gonzalez
Lewis Insurance 1108 Leland Ave Tulare CA 93274	PHONE (A/C, No, Ext): (559) 688-7711 FAX (A/C, No): E-MAIL ADDRESS: berenice@lewis-insurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Precision Environmental Services, Inc. 2023 E Prosperity Ave #54 Tulare CA 93274	INSURER A: Certain Underwriters at LLoyds	15792
	INSURER B: Redwood Fire and Casualty Insurance Company	11673
	INSURER C: State Compensation Insurance Fund	35076
	INSURER D: Nationwide Bond	23787
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL257309355 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CSIEL01825-00	12/23/2024	12/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollution	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	01APM043154-02	01/23/2025	01/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist Bodily	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	N	N	CSIXEL00719-00	12/23/2024	12/23/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9211771-25	06/03/2025	06/03/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Nationwide Mutual Insurance Company Bond Department			BD 7901070399	06/12/2024	06/11/2027		25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an Additional Insured in repects to General Liability per attached form cg 20 10 07 04.
Attached coverage forms:
Additional Insured Completed Operations form CG 20 37 07 04.
Primary and Noncontributory form CG 20 01 04 13
Worker's Compensation Waiver of Subrogation, SCIF Form 10217 (Rev. 7-2014)

*10 day notification for non payment of premium.

CERTIFICATE HOLDER

City of Visalia, it's agents, employees and assigns
707 W. Acequia
Visalia CA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: CSIEL01825-00

COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy number: CSIEL01825-00

COMMERCIAL
GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products- completed operations hazard".

© ISO Properties, Inc., 2004

Policy Number: CSIEL01825-00

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

POLICYHOLDER COPY

SC

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-03-2025

GROUP:
POLICY NUMBER: **9211771-2025**
CERTIFICATE ID: **2**
CERTIFICATE EXPIRES: **07-11-2025**
06-03-2025/07-11-2025

CONTRACTORS STATE LICENSE BOARD
WORKERS COMPENSATION UNIT
PO BOX 26000
SACRAMENTO CA 95826-0026

SC

LIC PERMIT#: 1028900
INCEPTION DATE:06-03-2025
DO:SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #1651 - ADAM TAYLOR, T,S - EXCLUDED.

ENDORSEMENT #1651 - WHITNEY TAYLOR, P - EXCLUDED.

EMPLOYER

TAYLOR, ADAM
2023 E PROSPERITY AVE #54
TULARE CA 93274

SC

[P18,HO]

(REV.7-2014)

PRINTED : 07-03-2025

POLICYHOLDER COPY

SC

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-03-2025

GROUP:
POLICY NUMBER: **9211771-2025**
CERTIFICATE ID: **4**
CERTIFICATE EXPIRES: **07-11-2025**
06-03-2025/07-11-2025

CONTRACTORS STATE LICENSE BOARD
WORKERS COMPENSATION UNIT
PO BOX 26000
SACRAMENTO CA 95826-0026

SC

LIC PERMIT#: 1028900
INCEPTION DATE:06-03-2025
DO:SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #1651 - ADAM TAYLOR, T,S - EXCLUDED.

ENDORSEMENT #1651 - WHITNEY TAYLOR, P - EXCLUDED.

EMPLOYER

PRECISION ENVIRONMENTAL SERVICES INC DBA:
PRECISION ENVIRONMENTAL SERVICES INC
2023 E PROSPERITY AVE #54
TULARE CA 93274

[P18,HO]

(REV.7-2014)

PRINTED : 07-03-2025

Bid Comparison

RFB 23-24-48 Annual Contract for Maintenance & Repair, Testing & Inspection of Fueling Equipment

Item #	Description of work: as specified in RFB 23-24-48	Estimated Annual Quantity	Precision Environmental Unit Price	Precision Environmental Total		West Star Environmental Unit Price	West Star Environmental Total		Franzen-Hill Unit Price	Franzen-Hill Total
1	Secondary Containment Testing-SB989 testing	1	$1,100.00	$1,100.00		$3,525.00	$3,525.00		$3,250.00	$3,250.00
2	Annual Monitoring Certification Testing	3	$500.00	$1,500.00		$1,575.00	$4,725.00		$1,400.00	$4,200.00
3	Annual Vapor Recovery Testing	3	$500.00	$1,500.00		$1,470.00	$4,410.00		$1,650.00	$4,950.00
4	Annual Vapor Recovery pre-test and test with A.P.C.D (inspector to comply with San Joaquin Valley A.P.C.D)	3	$500.00	$1,500.00		$1,470.00	$4,410.00		$1,000.00	$3,000.00
5	V/L Testing	3	$250.00	$750.00		$625.00	$1,875.00		$650.00	$1,950.00
6	Monthly Designated Operator Inspection (UST sites only)	48	$65.00	$3,120.00		$100.00	$4,800.00		$175.00	$8,400.00
7	Hourly Rate	1	$80.00	$80.00		$148.50	$148.50		$155.00	$155.00
8	Hourly Overtime Rate	1	$120.00	$120.00		$222.75	$222.75		$260.00	$260.00
9	Travel cost per mile	1	$0.65	$0.65		$2.07	$2.07		$1.20	$1.20
10	Vehicle/travel cost per hour (technician)	1	$80.00	$80.00		$148.50	$148.50		$155.00	$155.00
		Total Bid Amount (Items 1-10)		**$9,750.65**			**$24,266.82**			**$26,321.20**
				Precision Environmental			**West Star Environmental**			**Franzen-Hill**
							No C-61/D40			

Required Licenses/Certificates:

Class A - General Engineer

C-61/D40 - Service Station Equipment & Maintenance

Hazardous Substance Removal Certificate

DIR Registration

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 23-24-48

ANNUAL CONTRACT FOR MAINTENANCE & REPAIR, TESTING & INSPECTION OF FUELING EQUIPMENT

BIDS DUE NO LATER THAN 2:00 PM PST ON WEDNESDAY, JULY 9, 2025

The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Respondent for at least ninety (90) days.

Contract resulting from this bid process is considered a Public Works Maintenance Contract, subject to registration with the Department of Industrial Relations (DIR), Payment of State Prevailing Wages, Monitoring by the Labor Commissioner and other requirements listed in the City's Labor Compliance Manual (attached). ***All Bidders and Subcontractors (if any) must be registered with the DIR to be eligible to bid on, be listed as a subcontractor, or perform work under this contract.***

Advertisement Dates: June 6, 2025
June 11, 2025

Message to Contractors from the Department of Industrial Relations

The early registration and renewal sign up is now open! You can now register or renew your Public Works Contractor Registration for the next fiscal year, which starts July 1, 2025.

The 2025-2026 fiscal year begins July 1, 2025. Contractors will need to register or renew their Public Works Contractors Registration number for the new fiscal year prior to July 1, 2025.

Who needs to register?

- Registration or renewal is required for each fiscal year (July 1st – June 30th). Contractors can register or renew their registration up to three (3) years in advance. Early registration is encouraged so that businesses can continue working on public work projects without interruption. The registration fee is $400 per fiscal year.

Why is it important to register?

- The Labor Commissioner temporarily paused enforcement of the contractor registration requirement to submit electronic certified payroll records (eCPRs) to the Labor Commissioner using DIR's online eCPR system from June 22, 2024 through June 22, 2025**.**
- **The Labor Commissioner's Office will resume enforcement of these requirements beginning June 23, 2025.** Once the stay of enforcement is lifted, contractors will not be required to retroactively submit eCPRs nor will they be required to retroactively register but contractors will be required to submit eCPRs and register moving forward.

What is required?

- In addition to registering, contractors are required to electronically submit certified payroll records to the public works online system at https://services.dir.ca.gov/gsp. Registration and log-in are located at the top right corner of the webpage.

How do I get more information?

- Please refer to the user guide and user video to aid you in registering.
    1) User PDF guide linked here - https://www.dir.ca.gov/Public-Works/Guides/User-Sign-Up-Link-Registration-Guide.pdf
    2) User video guide linked here - https://www.youtube.com/watch?v=Ugi6EknOHYI
    3) eCPR user guide linked here - https://www.dir.ca.gov/Public-Works/Guides/PW-System-GUIDE-2-eCPR-user-guide.pdf
    4) eCPR user video guide linked her - https://www.youtube.com/watch?v=Or9ReHe9djw
    5) PW live workshops linked here - https://www.dir.ca.gov/Public-Works/SupportCenter.html

The foregoing has been provided for informational purposes & doesn't constitute legal advice nor may it be relied upon or used as an official opinion of the Division of Labor Standards Enforcement (DLSE). Access to, transmission or receipt of, or reliance upon this information from the DLSE doesn't create nor intend to create an attorney/client relationship between you or any other person & the DLSE.

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EXHIBITS

A. BID FORM

B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM

- **B-1. Non-Collusion Affidavit**
- **B-2. Workers' Compensation Insurance Certificate**
- **B-3. Bidders Statement on Previous Contracts subject to EEO**
- **B-4. Equal Employment Opportunity Compliance Certificate**
- **B-5. Ownership Disclosure and California Levine Act Statement**
- **B-6. Drug-Free Workplace Certificate**
- **B-7. Americans with Disabilities Act Compliance Certificate**
- **B-8. Iran Contracting Act Compliance**

C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS

ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS

ATTACHMENT 2 - INSURANCE REQUIREMENTS

D. EXHIBITS (ATTACHED SEPARATELY)

- **D-1. Fueling Equipment Locations & Tank Capacities**
- **D-2. City of Visalia Labor Compliance Manual**
- **D-3. State Prevailing Wage Determinations**

I. DEFINITIONS

For the purposes of RFB NO. 23-24-48, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 23-24-48.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for maintenance & repair, compliance testing & inspections of fueling equipment at various City facilities (see Exhibit D-1 for locations and tank capacities). The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed.

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

Under the requirements of Labor Code section 1782 passed by SB7 and in compliance with City of Visalia Ordinance 2014-13, this public works project is subject to State prevailing wages as specified in the specifications. See Section III for additional Department of Industrial Relations Requirements which apply to this project.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this regarding this RFB should be directed to the Purchasing Division at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.city.

Any revisions to the Invitation to Bid will be issued and distributed as addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Invitation to Bid. Failure to adhere to this policy may be grounds for rejection of Bids.

The City of Visalia reserves the right to reject any or all bids.

III. **DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS,** Public Works Contractor Registration Program and Project Labor Agreements

Notice is hereby given that this contract is considered a public works contract and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations (DIR). Awarded Contractor is required to furnish electronic payroll records for new projects to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors will be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.

- ❑ As set forth is CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- ❑ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html.

- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem

wages for each craft, classification, or type of worker needed to execute the contract at each job site.

- ❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;

    - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.

    - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

    - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.

- ❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).

- ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

    - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

    - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

    - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

    - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

    - As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section

1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

    - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***

    - The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

    - Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

    - Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

<u>Contract inclusion and/or attachments</u>: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

- ❑ As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in

which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:
http://www.dir.ca.gov/OPRL/PWD/index.htm and
http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp

IV. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.

2. Cross out and initial mistakes in ink and place the correct response next to same.

3. Timely submit Bid in a sealed envelope addressed and marked as follows:

   To: City of Visalia Purchasing Division
   707 W. Acequia Avenue
   Visalia, California 93291

   From: Bidders Name & Mailing Address

   Marked: Maintenance & Repair, Compliance Testing & Inspection of Fueling Equipment
   RFB NO. 23-24-48
   Deadline: July 9, 2025 @ 2:00 p.m.

   Delivery of Bid: When sending a bid via Fed Ex, UPS, etc., it is the responsibility of the Bidder to ensure that Bid is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when office is closed.

   The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended as there could be a delay in receiving bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

   Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are Closed. The Night Drop Box is checked prior to the bid deadline.



4. Submit each of the required Certifications, Affidavits, Statements and Questionnaires as well as optional waiver(s) to City with the sealed Bid. City will not consider Bids which are not accompanied by the required completed forms.

5. Submit a copy of Bidder's valid Hazardous Substance Removal Certification. If Bidder is subcontracting this work, the Bidder must properly identify the subcontractor on the Subcontractor Listing Form with the bid. All Subcontractors must be DIR Registered and maintain registration to perform work under this contract.

6. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by visiting our web site at visaliapurchasing.org or by calling (559) 713-4334. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.city.

Questions regarding this RFB are due no later than June 27, 2025 at 4:00pm

V. SCOPE OF SERVICES/PROJECT

Contractor shall provide maintenance and repair, compliance testing and inspection of City of Visalia owned fueling equipment as required.

No bid will be accepted from a Contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III of the State of California Business and Professions Code and has a current Class A-General Engineer Contractor's license, C-61/D40-Service Station Equipment & Maintenance License, and Hazardous Substance Removal Certification.

Bid Requirements

- All testing, maintenance and repairs shall be done in compliance with all government regulations.
- Contractor shall be responsible for keeping records of all compliance testing for City of Visalia fueling locations.
- Contractor shall be responsible for scheduling all compliance testing with appropriate governing agency.
- Contractor shall be responsible for notifying the City's Fleet Maintenance Division one week prior to any compliance testing via e-mail.
- All sites shall be pre-tested no more than 3 days in advance of compliance testing date.
- UST inspector shall follow all government regulations for UST inspections.
- All UST maintenance and repairs shall be compliant with all government regulations.
- Contractor shall return after hour phone calls within 15 minutes of call.
- Contractor shall respond to an emergency within 65 minutes of notification.
- Contractor shall be responsible for any and all preparation of forms or documents required by any and all government agencies, such as, but not limited to: California Water Board, California Air Resource Board, United States Environmental Protection Agency, Tulare County Environmental Health, San Joaquin Valley Air Pollution District.
- Bid prices shall include all fees associated with that testing.
- Contractor shall be responsible for any punitive actions resulting from noncompliance.

VI. PRE-BID AND CONTRACT MEETINGS

1. A Non - Mandatory Pre-Bid Meeting. A non-mandatory pre-Bid meeting will be held on Tuesday, June 24, 2025 at 10:00 a.m. at City Hall, 707 W. Acequia Ave., Visalia, CA. Attendance at this meeting is not required to submit a Bid in response to this RFB. Information regarding the project will be provided at that time. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

2. Post Award Meeting. Subsequent to the award of contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

City Project Manager:	Danny Galindo, Public Works Manager
Department:	Public Works, Fleet Division

VII. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on Wednesday, July 9, 2025 at 2:00 p.m. at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be open to public inspection at the Bid opening and after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase.

2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

   After the award, the City intends that its selection process will be open and public. Respondents are advised that the California Public Records Act ("PRA") provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA. Any information contained in a Bidder's submission which the Bidder believe qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

VIII. AWARD

1. Most Responsive, Responsible Bidder. A Contract (substantially similar to that attached hereto as Exhibit "C" with Attachments 1-2) shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the

contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.

2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

IX. PROTESTS/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and

2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.

3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.

4. Further levels of appeal may be made in accordance with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

X. SPECIAL CONDITIONS

1. Project Administrative Issues

   a. Complete Project. The successful Bidder shall be responsible for providing all materials, labor, equipment and services necessary to fulfill the requirements of this RFB.

   b. Quantities. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner.

   c. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.

   d. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by Project Manager before the work is done.

   e. Major Repairs. When major repairs are required, a quote will be requested, and a separate purchase order will be issued.

   f. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for

completion of the project. Any temporarily removed or relocated items shall be replaced.

g. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project.

2. City-Contractor Relations

a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.

b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.

c. Project Site/Existing Utilities and Structures.
(1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.

(2) USA Notification. Contractor shall notify underground service alert ("USA) of times and locations of proposed excavations.
i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.
ii. If damage occurs to an unknown utility, Contractor shall repair the utility.
iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so.

d. Signs, Barricades, and Notice. Contractor must provide and maintain proper barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.

e. Labor
(1) Workmanship. Workmanship shall be equal to the best general practice of modern day fueling equipment maintenance and repair and good construction practice.

(2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.

f. Control of Materials:
(1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and of a quality equal to that specified. Materials which become unfit for use shall not be used for the project.

(2) Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.

(3) Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

g. Storage of Materials. Materials shall be stored to ensure the preservation of their quality and fitness for the project.

3. Legal Responsibilities. It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws, and ensure against discrimination.

XI. GENERAL CONDITIONS

1. It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services. Bidders are expected to be equal opportunity employers.

   The City hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a Bid in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender or religion in any consideration leading to the award of contract.

   No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

   Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

2. Post-Closing Date Corrections are prohibited.

3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.

4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.

5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.

6. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests will not be accepted.

7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.

8. All Bids are the property of the City after submission.

9. City is not responsible for Bid errors and omissions.

10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.

11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.

12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division, and the Department requesting Bids.

13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.

14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.

15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.

16. Bidder shall withhold, pay and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.

17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.

18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.

19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.

20. Each Bidder, will be required to submit Certifications, Affidavits, Assurances, Statements and Questionnaires which are attached in Exhibit "B".

21. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any

class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Contractor may be required to submit Proposals on alternate items. The City reserves the right to award to the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.

24. No mention shall be made in the Proposal of sales tax, use tax or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.

25. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.

26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

27. The annual contract resulting from this invitation to bid will be administered by the Public Works Department. However, the City's Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions or scope of the contract.

28. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Contract shall be begin no later than 15 days from the receipt of annual contract.

29. All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

    It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner

than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time period will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

30. This contract may be terminated without cause by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

If the Contractor shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice.

Any assignment, subletting or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.

Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

31. EXECUTIVE ORDER N-6-22 – Russia Sanctions - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

XII. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit "C" with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.

2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.

3. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work.

Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

Bidding Agency:_____

EXHIBIT "A"
BID FORM
RFB NO. 23-24-48
Project: MAINTENANCE & REPAIR, TESTING & INSPECTION OF FUELING EQUIPMENT

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 23-24-48 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERs, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

Bid Award shall be based on the Total Bid Amount. The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.

Bidding Agency:_____

Item #	Description of work: as specified in RFB 23-24-48	Unit Price		Estimated Annual Quantity		Total
1	Secondary Containment Testing-SB989 testing	$_____	x	1	=	$_____
2	Annual Monitoring Certification Testing	$_____	x	3	=	$_____
3	Annual Vapor Recovery Testing	$_____	x	3	=	$_____
4	Annual Vapor Recovery pre-test and test with A.P.C.D (inspector to comply with San Joaquin Valley A.P.C.D)	$_____	x	3	=	$_____
5	V/L Testing	$_____	x	3	=	$_____
6	Monthly Designated Operator Inspection (UST sites only)	$_____	x	48	=	$_____
In addition to the annual testing/monthly inspection above, Contractor is to provide pricing for additional maintenance and repair work that may be requested on an as needed basis.						
7	Hourly Rate					$_____
8	Hourly Overtime Rate					$_____
9	Travel cost per mile					$_____
10	Vehicle/travel cost per hour (technician)					$_____
				Total Bid Amount (Items 1-10)		$_____

(1)_____
Bidding Firm

(2)_____
Corporation, Partner, Joint Venture

(3)_____
Business Address City State Zip Code

_____
Telephone Number Fax Number

_____
E-mail Address

(4)_____
Signature of Authorized Person (Date)

_____
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".
(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.
(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS: _____ **#** _____**EXP. DATE:**_____
_____ **#** _____**EXP. DATE:**_____

STATE D.I.R. REGISTRATION #_____ **FEDERAL TAX I.D. #**_____

CITY OF VISALIA BUSINESS TAX CERTIFICATE #_____(A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326.

BIDDER HAS INCLUDED THE FOLLOWING WITH THIS BID:
Copy of Hazardous Substance Removal Certification Yes_____ No_____

REFERENCES
The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past two years.

Company Name Address Tel. No. Contact

1. _____

2. _____

3. _____

DESIGNATION OF SURETIES
The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

Company Name Address Tel. No. Type

_____

_____

SUBCONTRACTOR LISTING

BIDDING AGENCY:_____

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

SUBCONTRACTOR INFORAMTION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1. **Subcontractor Name:** **Performing _____% of project work** **Business Address:** **Email Address:** **CSLB #** **Expires:** **DIR Registration #**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____
2. **Subcontractor Name:** **Performing _____% of project work** **Business Address:** **Email Address:** **CSLB #** **Expires:** **DIR Registration #**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____
3. **Subcontractor Name:** **Performing _____% of project work** **Business Address:** **Email Address:** **CSLB #** **Expires:** **DIR Registration #**	Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineers Painters Pile Drivers Pipe Trades Plasterers Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:_____

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____ _____

Signature Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT "B-2"

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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 under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-3"

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has_____ has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-4"

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: _____

Business Address: _____

Signature:_____ Date:_____

Name & Title of Signing Official: _____

Company Seal (if any):

Ownership Disclosure and California Levine Act Statement

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

_____
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

_____
Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

_____
_____
_____

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES:_____ NO:_____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)
_____	_____

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

_____
Signature of Company Authorized Individual Print or Type Name of Authorized Individual Date

EXHIBIT "B-6"

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ( )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
   (a) Will receive a copy of the company's drug-free workplace policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:
(if any)

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

◯ The Contractor is not:

(1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

◯ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

◯ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,00 over the life of the contract (up to 5 years).

Signature:_____
Printed Name:_____

Title:_____
Agency Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

EXHIBIT "C"

S A M P L E (does not need to be submitted with Bid/Proposal)

MAINTENANCE & REPAIR, TESTING & INSPECTION OF FUELING EQUIPMENT
(City of Visalia Bid No. 23-24-48)

This Agreement, entered into and effective this _____ day of _____, 2025 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 23-24-48, Annual Contract for Maintenance & Repair, Testing & Inspection of Fueling Equipment
Attachment 4	CONTRACTOR's bid in response to Bid No. 23-24-48

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 23-24-48.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	Not to exceed $xxx annually and not to exceed Contractor's stated bid prices
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____ By:_____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By:_____

City Manager

Dated: _____ By:_____

City Attorney

Dated: _____ By:_____

City of Visalia Risk Manager

Dated: _____ By:_____

City of Visalia Project Manager

Exhibit "C"
Attachment 1
GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA	CONTRACTOR
707 W. Acequia Ave.	_____
Visalia, CA 93291	_____
Attention: Purchasing	Attention: _____

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

K. **Firearms Prohibited:** Guns may not be carried by contractors /vendors/ consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

L. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit "C"
Attachment 2

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

      (1) bodily injury;
      (2) personal injury;
      (3) broad form property damage;
      (4) contractual liability;
      (5) cross-liability;
      (6) products and completed operations liability

   d. **Professional Liability insurance coverage,** in an amount not less than One Million Dollars ($1,000,000).

4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

Ownership Disclosure and California Levine Act Statement

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

__Precision Environmental Services Inc__Adam Taylor_____ Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

__Whitney Taylor, Adam Taylor

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES:_____ NO:__x___. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Adam Taylor — Adam Taylor — 07-02-2025

Signature of Company Authorized Individual | Print or Type Name of Authorized Individual | Date

MAINTENANCE & REPAIR, TESTING & INSPECTION OF FUELING EQUIPMENT
(City of Visalia Bid No. 23-24-48)

This Agreement, entered into and effective this _____ day of _____, 2025 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Precision Environmental Services Inc hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an Corporation (insert individual or entity type) with a primary business address of 24322 Road 152 Tulare, Ca 93274 and SSN or EIN: 81-4506090; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 23-24-48, Annual Contract for Maintenance & Repair, Testing & Inspection of Fueling Equipment
Attachment 4	CONTRACTOR's bid in response to Bid No. 23-24-48

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 23-24-48.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	Not to exceed $50,000 annually and not to exceed Contractor's stated bid prices
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____ By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By: _____
City Manager

Dated: _____ By: _____
City Attorney

Dated: _____ By: _____
City of Visalia Risk Manager

Dated: _____ By: _____
City of Visalia Project Manager

Visalia City Council

Staff Report

File #: 25-0349 **Agenda Date:** 8/18/2025 **Agenda #:** 12.

Agenda Item Wording:
Reimbursement Agreement Amendment - Authorize the City Manager to execute an amendment to the existing reimbursement agreement with Visalia Shirk, LLC., established with the development of the apartment complex “Tuscany Villas”, located at the northeast corner of Shirk Street and Doe Avenue.

Prepared by:
Adrian Rubalcaba, Sr. Project Manager, adrian.rubalcaba@visalia.city, (559)713-4507
Jason Huckleberry, Engineering & Building Director, jason.huckleberry@visalia.city, (559)713-4495

Department Recommendation:
Staff recommends that City Council authorize the City Manager to execute the amendment to the existing reimbursement agreement established with Visalia Shirk, LLC.

Summary:
Visalia Shirk, LLC (developer) is requesting an amendment to its existing reimbursement agreement for the Tuscany Villas apartment project, originally approved by Council in June 2020 for $1,009,433.63. Actual public improvement costs exceeded the estimate by $379,993.44, a figure verified by the Development Reimbursement Review Committee (DRRC) in March 2025. The project is complete, and the original reimbursement has been fulfilled through a mix of cash payment and impact fee credits. If approved, the developer now requests to transfer the remaining reimbursable balance to a newly planned multi-family project at Shirk Street and Ferguson Avenue. Per the reimbursement agreement provisions, an amendment setting forth the transfer and final adjusted reimbursement costs is required. Staff recommends Council authorize the City Manager to execute the amendment.

Background Discussion:
Tuscany Villas is a 200-unit apartment complex that was developed by Visalia Shirk, LLC., located at the northeast corner of Shirk Street and Doe Avenue. Per the conditions of approval, under Conditional Use Permit No. 2017-08, the project was required to widen its adjacent public street frontages and install storm and sewer infrastructure in accordance with the City’s Circulation Element and Storm Sewer Master Plans. Shirk Street, an arterial roadway, and Doe Avenue, a collector roadway, are identified in the City’s current Transportation Impact Fee (TIF) program and portions of the required widening improvements qualified for reimbursement. Additionally, a 48-inch sanitary sewer trunk main was planned along Shirk Street alignment per the City Sewer master plan and therefore required to be installed by the developer. Reimbursement of the sewer trunk main would also fall under City Storm Sewer master plan programs. The reimbursement total for this project was estimated at $1,009,433.63 for the excess in pavement, striping, median installation and streetlights, sewer trunk line, and any other additional work beyond the typical developer responsibilities. The City’s Development Reimbursement Review Committee (DRRC) reviewed and recommended

approval of the estimated reimbursement in January 2019 and Council approved the reimbursement agreement during a meeting held on June 21, 2020. The final reimbursement amount was to be in the form of credits and cash payments from their respective funding sources.

The reimbursement agreement allows for adjustments to the reimbursement costs based on actual costs to construct the improvements, provided that the developer submits all supporting documentation as stipulated in the agreement. The actual costs of constructing the improvements resulted in a cost increase of $379,993.44 over the original reimbursement amount, bringing the final reimbursement total to $1,389,427.07. To date, a cash payment of $145,157.00 was issued and a total of $864,276.63 was applied as impact fee credits towards building permits for Tuscany Villas. If approved, the remaining balance of $379,993.44 will be due and transferred to a newly planned multi-family development project located at the northeast corner of Shirk Street and Ferguson Avenue, according to the new amendment stipulations. The “Parkview Apartments” complex was submitted by the developer and received a “Revise & Proceed” through Site Plan Review on April 9, 2025. The amendment provides for the transfer of $316,812.94 to be applied as impact fee credits towards building permits for the new complex and a final cash payout of $63,180.50. Cash reimbursements are due once the all required improvements have been completed and accepted by the City.

The amendment to the reimbursement agreement was reviewed and recommended for approval by the DRRC. The DRRC is comprised of staff from the Engineering & Building, Community Development, Finance, and Public Works Departments. The DRRC reviewed the reimbursement to ensure that costs are reasonable compared to the City’s costs for comparable capital projects and to a unit cost schedule focused on Visalia’s construction market. The amendment was also reviewed and approved as to form by the City Attorney.

Fiscal Impact:
Impact fee credits totaling $316,812.94 will be applied towards fee assessments due at time of building permits for the Parkview Apartments. A cash payment of $63,180.50 from the Sewer Fund will be due at time of completion of the Parkview Apartments project.

Prior Council Action:
On June 21, 2020, Council authorized the City Manager to execute the Project Improvement and Reimbursement Agreements associated with the Visalia Apartments project.

Other: N/A

Alternatives: None recommended.

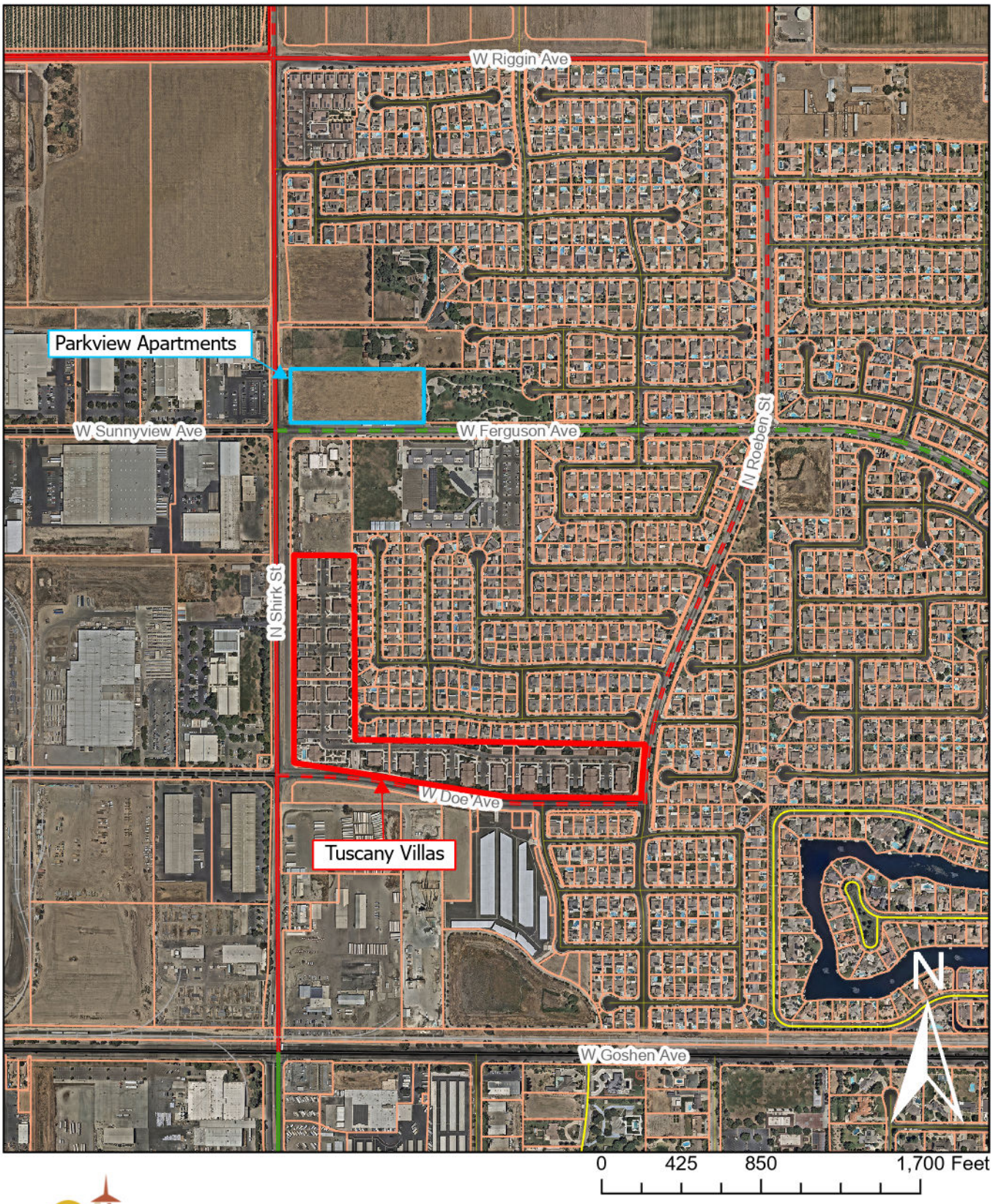
Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute the amendment to the existing reimbursement agreement established with Visalia Shirk, LLC.

Environmental Assessment Status: Complete.

CEQA Review: Mitigated Negative Declaration No. 2017-13 adopted October 16, 2017

Deadline for Action: 8/18/2025

Attachments:
1. Location Map
2. Reimbursement Agreement
3. Amendment No. 1



Location Map

COPY

CITY OF VISALIA

REIMBURSEMENT AGREEMENT
FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES INCLUDED IN THE CITY'S IMPACT FEE PROGRAMS

This Agreement, dated as of the 8th day of July, 2021, is entered into by and between the City of Visalia, a municipal corporation (the "City"), and Visalia Shirk, LLC, a California limited liability company, (the "Developer").

RECITALS:

WHEREAS, Chapter 16.44 of the City of Visalia Municipal Code (the "Code") established development fees and special funds as part of the City's Transportation Fee Program (the "Transportation Fee Program"); and

WHEREAS, Section 16.44.150 of the City of Visalia Municipal Code authorizes the City to enter into reimbursement agreements for the construction of planned transportation facilities designated in the Transportation Fee Program upon application of property developers; and

WHEREAS, Chapter 13.08 of the City of Visalia Municipal Code establishes development fees and special funds as part of the City's Sewer Service System Fee Program (the "Sewer Fee Program"); and

WHEREAS, Section 13.08.180 of the City of Visalia Municipal Code authorizes the City to oversize any sewer main as determined by the City Engineer, and in conformance with the City's Sanitary Sewer Master Plan, and shall reimburse for the additional oversizing construction costs upon application of property developers;

WHEREAS, City and Developer, as a condition for approval of **Conditional Use Permit No. 2017-08 and City of Visalia Resolution No. 2017-76**, pertaining to real property identified therein (the property and entitlements so described hereafter referred to as the Project") have entered into a Project Improvements Agreement that sets forth Developer's obligations regarding the dedication of right of way and construction of planned transportation facilities and other public improvements, according to improvement plans titled **Visalia Apartments (Building Permit No. B183281)** and approved by the City, together with such change orders as were issued by the City not included in the initial improvements plans (hereafter collectively referred to as the "Facilities"); and

WHEREAS, City and Developer desire to set forth their mutual understandings regarding the manner in which the City shall reimburse Developer for the Facilities that are non-supplemental transportation facilities and the related right-of-way under the City's Transportation Fee Program requirements but have been required as conditions of approval for Developer's private development project and City maintains no proprietary interest in the overall project except for these specified public improvements.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

Section 1. Construction of Facilities

Developer shall complete construction of the Facilities in accordance with the terms of the Project Improvements Agreement.

Section 2. Reimbursement Amounts

Attached as Exhibit 1 is the City Staff's Estimate of costs that the Developer will incur to support the completion of the planned Facilities (the "City Estimate") The City shall reimburse the Developer, through fee credits or cash payments as provided herein, for the planned Facilities based on the actual costs incurred by the Developer, which actual costs shall be supported by the information detailed below. If the actual costs of a line item exceeds the City Estimate, the City Engineer shall review the items described above and evaluate the reasonableness and circumstances of such additional costs. The City Engineer shall review the information submitted by the Developer and approve all revisions based on actual costs that the City Engineer determines to be supported by the required submittals and reasonable under the overall circumstances. In that event, the parties shall execute an amendment to this Agreement setting forth the final confirmed actual costs.

For reimbursement based on land values, the reimbursement shall be based on the schedule of land values contained in the Traffic Impact Fee Update Nexus Study City of Visalia, dated March 16, 2015 (the "Traffic Impact Fee Nexus Study"). If Developer does not timely submit the items specified below to support its actual costs, then the City shall reimburse such items that are relevant to the street improvements based on the schedule of costs set forth in the Traffic Impact Fee Nexus Study.

The following is a list of the items that are to be provided by the Developer in support of its actual costs of completing the planned Facilities. In addition to the items listed below the City Engineer may request additional information from the Developer if reasonably required to review the costs submitted by the Developer:

(1) Copies of the original contract with the contractor and any change orders that have been agreed to by the Developer, contractor, and the City. The portion of each change order associated with the Facilities must be itemized separately;

(2) Copies of all invoices, with unconditional lien releases, submitted by the contractor;

(3) Copies of all checks issued by the Developer with related invoices indicated; and

(4) A summary tabulation of all contractor invoices and Developer payments.

Section 3. Right to Reimbursement

Developer shall be reimbursed the final amount of the Facilities in the manner as set forth in Section 5 below. Reimbursements payments by the City will not be made until all of the following requirements are met:

(1) All Facilities are completed and formally accepted by the City as shown by the issuance of a Notice of Completion by the City; and

(2) A reimbursement request is submitted to the City. The Developer must apply for reimbursement within four (4) years after the City has accepted the Facilities. The Developer waives all right to reimbursement from the City if it does not request reimbursement within this four-year limitation; and

(3) Thirty (30) days have passed since the City accepted the Facilities and no claims of nonpayment have been filed with the city. If such claims have been filed, then the City will not reimburse the Developer until the claims are resolved.

Section 4. Reimbursement Method

Upon issuance of a Notice of Completion for the Facilities, Developer shall be reimbursed the amounts determined pursuant to Section 2 in the following manner(s):

4.1 **Credit Applied Towards Future Fees**. The Developer shall be credited with a total fee credit of $864,276.63 ("Fee Credit"). Such Fee Credit shall be available for offsetting impact fees listed on Exhibit 1 under the heading "Credit to be Applied" (the "Creditable Fees"), that are assessed for development of the Project. Notwithstanding the foregoing, the amount of the Fee Credit shall be adjusted based on provisions of Section 2. The Fee Credit shall be recognized at the time of building permit issuance, but only if a Notice of Completion has been issued for the Facilities. The Fee Credit shall be available only to offset the Creditable Fees indicated in Exhibit 1, as they shall be determined at that time. The Credit Total shall be deemed to attach to property constituting the Project as identified herein, and should Developer transfer such property or any portion thereof, the credit or appropriate portion thereof shall transfer automatically with such property. In the event the indicated credit is not taken at time of building permit issuance because a Notice of Completion for the Facilities has not been issued, then the fee shall be paid in full without credit. If any Fee Credit remains unused upon completion of the Project, the amount of the unused Fee Credit shall be paid to Developer as a cash reimbursement within thirty (30) days of issuance of the Notice of Completion and upon the City receiving all the required final reimbursement items listed in Section 2.

4.2 **Cash Reimbursement from Development Fees Collected City Wide**. City shall pay $145,157, of the costs of the Facilities designated on Exhibit 1 under the heading "Cash Reimbursement", within 2 years of the date of Notice of Completion for the Project. The City shall establish respective priorities to payments from such fund by reference to the date of issuance of a Notice of Completion. The City will reimburse the Programmed Costs to the Developer without interest.

Section 5. Transfer of Reimbursement Rights

Rights to cash payment reimbursements or Fee Credit granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers only with the written consent of City. The notice must be signed by the Developer and the City, and an executed copy of the form shall be kept on file at the City.

Section 6. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the fees collected for the Facilities. Neither the General Fund nor any other

fund of the City, except the applicable fund(s) associated with the Transportation Impact Fee Program or the City's Sewer Service System Fee Program, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. No Developer shall compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 7. Liens, Claims, and Encumbrances

Prior to final acceptance and issuance of Notice of Completion for any Facilities by the City, the constructing Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on those Facilities, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which reimbursement is requested under this Agreement for the Facilities. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to make any reimbursement payments until the constructing Developer has cleared any and all liens, claims and encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 8. No Third Party Beneficiary

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

Section 9. Attorney's Fee

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

Section 10. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

City:
City of Visalia
Community Development Department
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

With a copy to:
City of Visalia
Finance Department
707 W. Acequia Ave.
Visalia, CA 93291
Attn: Finance Administrator

Developer:
Visalia Shirk, LLC
Attn: Paul Owhadi
29350 Pacific Coast Highway Suite 12
Malibu, CA 90265

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

Section 11. Term

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 12. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 13. Binding on Successors and Assigns

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

Section 14. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Tulare, State of California.

Section 15. Exhibits

The Exhibits attached hereto are hereby incorporated herein by this reference.

Section 16. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

Section 17. Compliance with State Law.

Developer is aware of the requirements of California Labor Code Section 1720, et seq., 1770, et. seq., and California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements for work considered "public works" as that term is defined under Prevailing Wage Laws. Developer agrees that it shall comply with Prevailing Wage Laws and it is Developer's sole responsibility to confirm whether Prevailing Wage Laws are applicable. City shall provide Developer with a copy of the prevailing rates of per diem wages in effect at the commencing of this Agreement upon request by the Developer. Developer agrees to hold the City harmless and to indemnify and defend the City, with legal counsel reasonably acceptable to City, from all claims arising from the potential application of Prevailing Wage Laws under this Agreement.

[signatures set forth on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first written above.

CITY OF VISALIA,
A municipal corporation

Randy Groom Leslie B. Caviglia 7/8/21
~~Randy Groom~~ Leslie B. Caviglia
Acting City Manager/City Clerk Date

Visalia Shirk LLC

4/29/2021
Paul Owhadi, Manager Date

ATTEST:

Michelle Nicholson 7/9/21
Chief Deputy City Clerk Date

APPROVED AS TO FORM:

7-6-21
City Attorney Date

EXHIBIT 1

EXHIBIT 1

	Item	Quantity	Units	Unit Cost	Total
Programmed Costs					
A.	**Shirk St - Arterial Improvements (Non-Supplemental)**				
1	Roadway Grading & Compaction	44,420	SF	$ 1.00	$ 44,420.00
2	Concrete Median Curb	2,111	LF	$ 12.00	$ 25,332.00
3	Aggregate Base Class II (8")	44,420	SF	$ 1.75	$ 77,735.00
4	AC Pavement (6")	44,420	SF	$ 3.75	$ 166,575.00
5	Signing & Striping	1	LS	$ 2,000.00	$ 2,000.00
6	Signing & Striping (Developer Share @ 32.7%)	1	LS	$ (654.00)	$ (654.00)
7	Dual Head Median Street Lights	4	EA	$ 5,000.00	$ 20,000.00
8	Drain Inlet	2	EA	$ 3,900.00	$ 7,800.00
9	Drain Inlet (Developer Share @ 32.7%)	2	EA	$ (1,275.30)	$ (2,550.60)
10	18" SD Pipe	91	LF	$ 52.92	$ 4,815.72
11	18" SD Pipe (Developer Share @ 32.7%)	91	LF	$ (17.30)	$ (1,574.74)
12	Subtotal				$ 343,898.38
13	Design & Construction Management	12%			$ 41,267.81
B.	**Doe Ave - Collector Improvements (Non-Supplemental)**				
1	Roadway Grading & Compaction	50,290	SF	$ 1.00	$ 50,290.00
2	Aggregate Base Class II (8")	50,290	SF	$ 1.50	$ 75,435.00
3	AC Pavement (5")	50,290	SF	$ 2.70	$ 135,783.00
4	Signing & Striping	1	LS	$ 18,725.00	$ 18,725.00
5	Signing & Striping (Developer Share @ 42.9%)	1	LS	$ (8,030.00)	$ (8,030.00)
6	Drain Inlet	4	EA	$ 3,900.00	$ 15,600.00
7	Drain Inlet (Developer Share @ 42.9%)	4	EA	$ (1,673.10)	$ (6,692.40)
8	18" SD Pipe	27	LF	$ 52.92	$ 1,428.84
9	18" SD Pipe (Developer Share @ 42.9%)	27	LF	$ (22.70)	$ (612.97)
10	Raise MH to Grade	5	EA	$ 500.00	$ 2,500.00
11	Raise MH to Grade (Developer Share @ 42.9%)	5	EA	$ (214.50)	$ (1,072.50)
12	Subtotal				$ 283,353.97
13	Design & Construction Management	12%			$ 34,002.48
C.	**Shirk St - Master Sewer Trunk Line (Supplemental)**				
1	48" Sewer Main	1,177	LF	$ 200.00	$ 235,400.00
2	Additional 72" Manhole	1	EA	$ 15,110.00	$ 15,110.00
3	72" SS Manhole	4	EA	$ 6,500.00	$ 26,000.00
4	Sewer Tie-In	1	EA	$ 2,500.00	$ 2,500.00
5	Sewer Tie-In (Developer Share @ 50%)	1	EA	$ (1,250.00)	$ (1,250.00)
6	Sewer Main Plug	1	EA	$2,500	$ 2,500.00
7	Sewer Main Plug (Developer Share @ 50%)	1	EA	($1,250)	$ (1,250.00)
8	Subtotal				$ 279,010.00
9	Design & Construction Management	15%			$ 41,851.50

10	City Administration Retention	5%			$ (13,950.50)
Total Costs					
A-B	Transportation Improvements				$ 702,522.63
C	Storm Sewer Master Plan Improvements				$ 306,911.00
Total Amount Estimated for Reimbursement					**$ 1,009,433.63**
Credit to be Applied					
	Ocean Point Apartments - NEC Shirk & Doe (200 Unit Complex)				
	Sewer Trunk Line Capacity Fee	200	DU	$ (448.00)	$ (89,600.00)
	Sewer Front Foot Fee	1,678	LF	$ (43.00)	$ (72,154.00)
	Transportation Impact Fee	169	DU	$ (4,148.00)	$ (701,012.00)
		1	DU	$ (1,510.63)	$ (1,510.63)
	Subtotal				$ (864,276.63)
Cash Reimbursement					
	Transportation Improvements				$ -
	Storm Sewer Master Plan Improvements				$ 145,157.00
Credit + Cash Total					***$ 1,009,433.63***

CITY OF VISALIA

REIMBURSEMENT AGREEMENT
FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES INCLUDED IN THE
CITY'S IMPACT FEE PROGRAMS

AMENDMENT NO. 1

Recitals

This Amendment, dated as of the _____day of _____, 2025, is entered into by and between the City of Visalia, a municipal corporation (the "City") and Visalia Shirk, LLC., (the "Developer").

A. City and Developer, as a condition for approval of Conditional Use Permit No. 2017-08 and City of Visalia Resolution No. 2017-76, agreed that Developer would complete the construction of planned sanitary sewer and transportation facilities and other public improvements in accordance with the improvement plans titled Visalia Apartments (as Building Permit No. B183281), approved by the City on September 23, 2020 (hereafter collectively referred to as the "Facilities"); and

B. The City and the Developer entered into a Reimbursement Agreement for the Facilities on July 8, 2021, setting forth their mutual duties and obligations as they relate to their understanding regarding the manner in which the City shall reimburse Developer, through credit and cash payments, for the cost of such Facilities as shown in Exhibit 1 "Programmed Costs" from the Reimbursement Agreement, attached hereto and made a part hereof by reference. The Programmed Costs show the costs to be reimbursed along with the division between transportation and sanitary sewer improvements; and

C. Section 2 of the Reimbursement Agreement states that changes or variations in the Programmed Costs may be requested by the Developer pursuant to Section 3 of the agreement, to which the Developer has filed such a request; and

D. Section 3 of the Reimbursement Agreement states, after the Facilities are constructed, the City shall review the actual construction costs with the estimated reimbursable costs or "Programmed Costs." The City Engineer shall determine if the actual costs should be increased from the estimated Programmed Costs to reflect change orders or other changed circumstances as contemplated by subsection (B)(6) of Visalia Municipal Code Section 16.44.140. The City Engineer shall determine in his or her reasonable discretion how much of the actual construction costs should be included as an increase to the reimbursable costs, and if acceptable, the parties shall execute an amendment to the Reimbursement Agreement setting forth the adjusted reimbursable costs; and

E. The City and the Developer, by this Agreement, intend to adjust the Programmed Costs listed in the Reimbursement Agreement, and in addition,

to allow the Developer to transfer of the applicable credit towards a future planned multi-family residential development proposed by the Developer, located within the City limits, and currently under City's initial entitlement phase.

Agreement

Now therefore, the Reimbursement Agreement is hereby amended as follows:

1. Exhibit 1 to the Reimbursement Agreement is hereby revised to incorporate the adjustments described in Recital Paragraph E above, and is set forth as Revised Exhibit 1 to this Amendment. Such Revised Exhibit 1 increases the final amount of Reimbursements from $1,009,433.63 to total $1,389,427.07. After applying such final Reimbursement total against applicable fees and cash reimbursements, the total outstanding reimbursement total remaining is $379,993.44, as detailed in Revised Exhibit 1. A portion of this total outstanding reimbursement amount, in the amount of $63,180.50 shall be paid to Developer pursuant to Amended Section 4.2 detailed below. The remaining portion of the outstanding reimbursement total, in the amount of $316,812.94 shall be made available as a Fee Credit for the future project development described in amended Section 4.1 detailed below.

2. The reimbursement method described in Section 4 is modified to include as follows:

   4.1 **Credit Applied Towards Future Fees.** The Developer shall be credited with a total fee credit of $316,812.94 ("Fee Credit"). Such Fee Credit shall be available for offsetting impact fees listed in Exhibit 2 under the heading "Credit to be Applied" (the "Creditable Fees"), that are assessed for development of the Project (the "Project" described as being the future multi-family residential development located at the northeast corner of Shirk Street and Ferguson Avenue, APN: 077-640-013, and owned by Visalia Shirk, LLC.) The Fee Credit shall be recognized at the time of building permit issuance. The Fee Credit shall be available only to offset the Creditable Fees indicated in Exhibit 2, as they shall be determined at the time. If any Fee Credit remains unused upon completion of the Project, the amount of unused Fee Credit shall be paid to Developer as a cash reimbursement within (30) days of issuance of the Notice of Completion for the Project.

   4.2 **Cash Reimbursement from Development Fees Collected City Wide**. City shall pay $63,180.50 of the costs of the Facilities designated on Exhibit 2 under the heading "Cash Reimbursement", within (30) days of the date of Notice of Completion of the Project. The City will reimburse the Programmed Costs to the Developer without interest.

3. All other terms and conditions of the Reimbursement Agreement between City and Developer shall remain unchanged. Parties acknowledge that all Facilities have been completed and the amount stated in this Amendment is the final reimbursement amount.

CITY OF VISALIA,
A municipal corporation

VISALIA SHIRK, LLC

Leslie B. Caviglia Date
City Manager

Paul Owhadi, Manager Date 05/13/2025

ATTEST:

Reyna Rivera
Chief Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

_____ Date: _____

REVISED EXHIBIT 1

	Item	Quantity	Units	Unit Cost	Total	Adj. Unit Cost	Adj. Total
Programmed Costs							
A.	**Shirk St - Arterial Improvements (Non-Supplemental)**						
1	Roadway Grading & Compaction	44,420	SF	$ 1.00	$ 44,420.00	$ -	$ 44,420.00
2	Concrete Median Curb	2,111	LF	$ 12.00	$ 25,332.00	$ 18.00	$ 37,998.00
3	Aggregate Base Class II (8")	44,420	SF	$ 1.75	$ 77,735.00	$ -	$ 77,735.00
4	AC Pavement (6")	44,420	SF	$ 3.75	$ 166,575.00	$ -	$ 166,575.00
5	Signing & Striping	1	LS	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
6	Signing & Striping (Developer Share @ 32.7%)	1	LS	$ (654.00)	$ (654.00)	$ (817.50)	$ (817.50)
7	Dual Head Median Street Lights	4	EA	$ 5,000.00	$ 20,000.00	$ 7,500.00	$ 30,000.00
8	Drain Inlet	2	EA	$ 3,900.00	$ 7,800.00	$ -	$ 7,800.00
9	Drain Inlet (Developer Share @ 32.7%)	2	EA	$ (1,275.30)	$ (2,550.60)	$ -	$ (2,550.60)
10	18" SD Pipe	91	LF	$ 52.92	$ 4,815.72	$ 75.00	$ 6,825.00
11	18" SD Pipe (Developer Share @ 32.7%)	91	LF	$ (17.30)	$ (1,574.74)	$ (24.53)	$ (2,231.78)
12	Compaction Testing	1	LS	$ -	$ -	$ 7,600.00	$ 7,600.00
13	Subtotal				$ 343,898.38		**$ 375,853.13**
14	Design & Construction Management	12%			$ 41,267.81		**$ 45,102.38**
B.	**Doe Ave - Collector Improvements (Non-Supplemental)**						
1	Roadway Grading & Compaction	50,290	SF	$ 1.00	$ 50,290.00	$ -	$ 50,290.00
2	Aggregate Base Class II (8")	50,290	SF	$ 1.50	$ 75,435.00	$ -	$ 75,435.00
3	AC Pavement (5")	50,290	SF	$ 2.70	$ 135,783.00	$ -	$ 135,783.00
4	Signing & Striping	1	LS	$ 18,725.00	$ 18,725.00	$ -	$ 18,725.00
5	Signing & Striping (Developer Share @ 42.9%)	1	LS	$ (8,030.00)	$ (8,030.00)	$ -	$ (8,033.03)
6	Drain Inlet	4	EA	$ 3,900.00	$ 15,600.00	$ -	$ 15,600.00
7	Drain Inlet (Developer Share @ 42.9%)	4	EA	$ (1,673.10)	$ (6,692.40)	$ -	$ (6,692.40)
8	18" SD Pipe	27	LF	$ 52.92	$ 1,428.84	$ 75.00	$ 2,025.00
9	18" SD Pipe (Developer Share @ 42.9%)	27	LF	$ (22.70)	$ (612.97)	$ (32.18)	$ (868.73)
10	Raise MH to Grade	5	EA	$ 500.00	$ 2,500.00	$ 1.00	$ 500.00
11	Raise MH to Grade (Developer Share @ 42.9%)	5	EA	$ (214.50)	$ (1,072.50)	$ (214.50)	$ (214.50)
12	Compaction Testing	1	LS	$ -	$ -	$ 5,890.00	$ 5,890.00
13	Subtotal				$ 283,353.97		**$ 288,439.35**
14	Design & Construction Management	12%			$ 34,002.48		**$ 34,612.72**
C.	**Shirk St - Master Sewer Trunk Line (Supplemental)**						
1	48" Sewer Main	1,177	LF	$ 200.00	$ 235,400.00	$ 305.00	$ 358,985.00
2	Additional 72" Manhole	1	EA	$ 15,110.00	$ 15,110.00	$ -	$ 15,110.00
3	72" SS Manhole	4	EA	$ 6,500.00	$ 26,000.00	$ 15,110.00	$ 60,440.00
4	Sewer Tie-In	1	EA	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00
5	Sewer Tie-In (Developer Share @ 50%)	1	EA	$ (1,250.00)	$ (1,250.00)	$ -	$ (1,250.00)
6	Sewer Main Plug	1	EA	$2,500	$ 2,500.00	$ 3,000.00	$ 3,000.00
7	Sewer Main Plug (Developer Share @ 50%)	1	EA	($1,250)	$ (1,250.00)	$ (1,500.00)	$ (1,500.00)
8	Subtotal				$ 279,010.00		**$ 437,285.00**
9	Design & Construction Management	15%			$ 41,851.50		**$ 65,592.75**
10	City Administration Retention	5%			$ (13,950.50)		**$ (21,864.25)**
Total Costs							
A-B	Transportation Improvements				$ 702,522.63		$ 744,007.57
C	Storm Sewer Master Plan Improvements				$ 306,911.00		$ 481,013.50
D	AT&T undergrounding				$ -		$ 164,406.00
Total Amount Estimated for Reimbursement					**$ 1,009,433.63**	FINAL AMT	**$ 1,389,427.07**

Credit to be Applied					
	Ocean Point Apartments - NEC Shirk & Doe (200 Unit Complex)				
	Sewer Trunk Line Capacity Fee	200	DU	$ (448.00)	$ (89,600.00)
	Sewer Front Foot Fee	1,678	LF	$ (43.00)	$ (72,154.00)
	Transportation Impact Fee	169	DU	$ (4,148.00)	$ (701,012.00)
		1	DU	$ (1,510.63)	$ (1,510.63)
	Subtotal				$ (864,276.63)
Cash Reimbursement					
	Transportation Improvements				$ -
	Storm Sewer Master Plan Improvements				$ 145,157.00
Credit + Cash Total					*$ 1,009,433.63*

COMPLETE

FINAL AMT $ 1,389,427.07

BALANCE DUE $ (379,993.44)

EXHIBIT 2

Estimated Credit to be Applied					
	Park View Apartments - NEC Shirk & Ferguson				
	Sewer Trunk Line Capacity Fee	98	DU	$ 574.00	$ (56,252.00)
	Sewer Front Foot Fee	994	LF	$ 55.00	$ (54,670.00)
	Transportation Impact Fee	38	DU	$ 5,330.00	$ (202,540.00)
		1	DU	$ 3,350.94	$ (3,350.94)
	Subtotal				$ (316,812.94)
Cash Reimbursement					
	Sewer Master Plan Improvements				$ 63,180.50
Credit + Cash Total					$ 379,993.44

File #: 25-0350 **Agenda Date:** 8/18/2025 **Agenda #:** 13.

Agenda Item Wording:
Approve an Emergency Contract with Holloway Environmental - Approve a 1-year emergency contract with Holloway Environmental not to exceed $144,000 to dispose of the 2024 biosolids stockpile generated at the Visalia Water Reclamation Facility and the appropriation of $220,000 from the Wastewater Fund.

Prepared by: Ben Litwack, Public Works Manager, ben.litwack@visalia.city, 713-4671
Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, 713-4052

Department Recommendation: Staff recommends that Council approve an emergency contract with Holloway Environmental in the amount of $144,000 to dispose of the 2024 biosolids stockpile generated at the Visalia Water Reclamation and appropriate an additional $220,000 from the Wastewater Fund (431) to cover the additional transport and disposal costs (transportation contract to be awarded in separate contract).

Summary:
The Visalia Water Reclamation Facility must remove over 6,000 tons of biosolids from its 2024 stockpile by December 31, 2025, as required by State-issued Waste Discharge Requirements. Due to new limitations at the Tulare County Landfill, the City can no longer rely on it as the sole disposal site. After reviewing multiple vendors, Holloway Environmental was selected for its regulatory compliance, competitive pricing, and capacity to accept the full stockpile. Staff plans to complete hauling within six to seven weeks and will issue a formal RFB for future disposal services in 2026.

Background Discussion:
The Visalia Water Reclamation Facility (WRF) generates biosolids as a byproduct of the wastewater treatment processes. These biosolids must be removed and properly disposed of in compliance with the facility's Waste Discharge Requirements (WDRs), issued by the State Water Resources Control Board. Under current regulatory conditions, the entire 2024 biosolids stockpile must be removed by December 31, 2025.

In recent years, the City has utilized the Tulare County Landfill for biosolids disposal. However, due to the specialized handling required for biosolids and the landfill's need to accommodate other wastewater agencies in Tulare County, the landfill has significantly reduced the quantity of biosolids it will accept. As of mid-2025, the landfill has limited biosolids acceptance to 100 tons every other week, effectively constraining the City's ability to meet the required disposal timeline.

The current 2024 biosolids stockpile is estimated at over 6,000 tons, making it infeasible to comply with WDR deadlines using the landfill alone.

Given the time-sensitive nature of the required biosolids disposal and the diminished availability of

the landfill, staff solicited quotes from four qualified biosolids disposal facilities:

- Holloway Environmental
- Red Rock Environmental Group
- Bakke Ag Services
- City of Paso Robles Solid Waste and Recycling

Bakke Ag Services was initially identified as the most cost-effective option; however, upon further review, it was discovered that Bakke does not hold a valid Waste Discharge Identification (WDID) number. As a result, they are not authorized to receive and land-apply biosolids under current regulatory requirements and were, therefore, disqualified.

Of the remaining vendors, Holloway Environmental submitted a competitive gate fee of $24 per ton, maintains appropriate regulatory permits (including a valid WDID), and has demonstrated past performance handling large biosolids volumes from other agencies. Holloway's site location and capacity also provide the most feasible and reliable solution given the City's time constraints.

After consulting with the City's contracted biosolids hauler, Mike Clark Trucking, staff developed a disposal plan utilizing seven covered trucks to haul approximately 200 tons per day, five days per week. Based on this schedule, staff anticipates the entire 2024 stockpile can be removed within six to seven weeks once hauling begins. While the deadline for removal of the 2024 stockpile is December of 2025, because the cost disposal of the material based on weight, it is most cost effective for the City to perform this work while the material is driest, in the late summer and early fall.

Staff intends to initiate a formal Request for Bids (RFB) process in early 2026 to secure biosolids disposal services for subsequent years.

Fiscal Impact: It's estimated that 6,000 tons of biosolids remain from the 2024 stockpile. Holloway is proposing a gate fee of $24/ton for a total of $144,000 in gate fees. Since Holloway's disposal site is in Lost Hills, additional funds will need to be appropriated from the Wastewater Fund (431) to pay for the additional transit time required to haul the biosolids to Lost Hills instead of the Tulare County Land Fill. The biosolids operating budget currently has $154,500 budgeted for hauling and disposal in 4336-55700. It's estimated that disposal and hauling will total $370,800. Staff is requesting that an additional $220,000 be appropriated from the Wastewater Fund (431) to cover the increased hauling and disposal costs.

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve a 1-year emergency contract with Holloway Environmental not to exceed $144,000 to dispose of the 2024 biosolids stockpile generated at the Visalia WRF and appropriate an additional $220,000 from the Wastewater Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/18/2025

Attachments:
Bakke Ag Quote
Holloway Quote
Paso Robles Quote
Red Rock Quote
W9
COI
Levine Act
Contract

Outlook

No Waste Discharg ID

RE: Biosolids Disposal

Ineligible

From Ian Bakke <ian@bakkeagservices.com>
Date Mon 7/7/2025 10:46 AM
To Ben Litwack <Ben.Litwack@visalia.city>

Good morning,
Sorry I have been on vacation for the holiday.
I would like to move forward please let me know what you would like from me as far as putting in a bit to take the material.
My Bid would be $21 per ton and a set timeline for material to all land within a reasonable timeline. Example would be you have 2000 tons all 2000 tons will be hauled in within a week or over the course of the year we only haul in 3 times total. The reason is so we can start composting in batches and we will have a better outbound trimline.
Thank you for your time let me know if there is anything I can do to get the ball rolling

QUALITY ORGANICS
BAKKE AG SERVICES
FOR SUSTAINABLE AGRICULTURE

Ian Bakke
Sales
Cell: 559.972.1268
ian@bakkeagservices.com

www.bakkeagservices.com
PO Box 2040 • Tulare CA 93275
Office: 559.625.5020 | **Fax:** 559.738.9172

From: Ben Litwack <Ben.Litwack@visalia.city>
Sent: Wednesday, July 2, 2025 1:29 PM
To: Ian Bakke <ian@bakkeagservices.com>
Subject: RE: Biosolids Disposal

You don't often get email from ben.litwack@visalia.city. Learn why this is important

Hey Ian,

Just following up again. We're looking to make a selection soon so we'd like to see your proposed tipping fee, if you're still interested.

Ben Litwack
Public Works Manager
7579 Avenue 288 | Visalia, CA 93277
949.294.0577 cell | 559.713.4671 desk
ben.litwack@visalia.city
www.visalia.city

Ben Litwack

From: Adam Spaulding <aspaulding@prcity.com>
Sent: Tuesday, June 10, 2025 11:14 AM
To: Ben Litwack; Nick Bartsch
Cc: Jason Serpa
Subject: RE: City of Visalia - Bio Mass

Some people who received this message don't often get email from aspaulding@prcity.com. Learn why this is important

Good Morning Ben,

I believe right now the charge is our MSW Tipping Fee ($63) + the Special handling Fee of $150/load
If you brought in a transfer trailer of 20 Tons + the $150 it would be ~$70.50/ton.
However, currently we would need to confirm your proposed volume and our ability to handle it, prior to delivery.

In the future, if this was like 90%+ dry and could be landfilled directly, and not composted (which is what happens now), we could arrange for a different pricing structure to reflect that reduced handling/disposal cost.

I should be able to confirm a date for a site visit shortly to Rio Vista, for you all to see a technology that we are considering for our own processes. The proposed dates are the first, third, or fourth week of July. Which of those is better for you all?

Have a great day!

Adam Spaulding, MPA
Solid Waste & Recycling Manager
PASO ROBLES
CALIFORNIA
aspaulding@prcity.com
Cell: (805) 423-8255
Office: (805) 227-7200 x6703

From: Ben Litwack <Ben.Litwack@visalia.city>
Sent: Tuesday, June 10, 2025 9:01 AM
To: Adam Spaulding <aspaulding@prcity.com>; Nick Bartsch <Nick.Bartsch@visalia.city>
Cc: Jason Serpa <Jason.Serpa@visalia.city>
Subject: RE: City of Visalia - Bio Mass

EXTERNAL EMAIL

Hello Adam,

Thanks for the info. If our solids were dry enough, how much would you charge per ton to take them and what's the address of the facility where they would be disposed?

BEN LITWACK

redrock
environmental group

PROPOSAL

June 10, 2025

Prepared for:

PUBLIC WORKS, VISALIA
7579 Avenue 288, Visalia, CA 93277

Proposal Prepared by:
Nick Caglia
nickc@cagliarecycling.com

redrock
environmental group

Proposal Date: June 10, 2025

100 TONS MAX PER DAY

Material: BIO SOLIDS

Disposal fee - $45.00 per ton

THANK YOU,

PLEASE CALL IF YOU HAVE ANY QUESTIONS

NICK CAGLIA

(559) 994-6214

July 22, 2025

VIA EMAIL
City of Visalia
7579 Avenue 288
Visalia, Ca 93277
Att. Ben Litwack
(559) 713-4671

Subject: **Proposal No. 25-020.02 –Disposal of Biosolids for City of Visalia**

Dear Mr. Ben Litwack,

Holloway Environmental Solutions, LLC. (Holloway) is happy to provide you with a quote for biosolids disposal services for City of Visalia. Holloway offers access to a fully permitted, state-of-the-art facility, and is pleased to provide you with a quote for your biosolids disposal needs.

Holloway is the majority owner of H.M. Holloway, Inc. ("H.M. Holloway") and manages and oversees all waste operations. H.M. Holloway is a fully functioning gypsum mining operation that has expanded to offer multiple services, including accepting waste. Specifically, as it relates to this quote, H.M. Holloway has permits to accept class B or better biosolid material into pits that were excavated during normal mining operations. The current permitted facility has a daily waste capacity of 2,000 wet tons per day.

Holloway will coordinate and supply all required permits, equipment, labor, insurance, and materials necessary to operate and monitor said waste project in accordance with all professional management practices and any local regulations when applicable. Holloway will dispose of class B biosolids from the water reclamation facility to the Holloway facility located at 14045 Holloway Road, Lost Hills, CA 93249.

Cost and Terms:

Holloway understands that the City of Visalia will require disposal of the biosolids located at the City of Visalia wastewater treatment plant located at 7579 Ave 288, Visalia, Ca 93277. The material will be loaded and hauled by City of Visalia arrangements. The material will be disposed at the Holloway Landfill located at 14045 Holloway Road, Lost Hills, CA 93249. The cost for this service as shown below:

Pricing:

Estimated Tonnage : 6,000 Tons
Gate Fee: $24.00 Per Ton

Terms:

- Holloway can suspend services if customer is delinquent over 60 days.
- Biosolid material will be at a minimum 15% dry cake.
- Holloway will not be responsible for finding an alternative site nor pay the difference in costs.
- Holloway can suspend services if sample results come back exceeding our permit limits and if Holloway's radiological sensor indicates a hot load. In this instance Holloway will not be responsible for finding an alternative site nor pay the difference in costs.
- If Holloway in the unlikelihood is shut down, we are not obligated to pay liquidated damages or be responsible for finding/paying for an alternate disposal site.
- The City is responsible for all sampling and lab testing costs that may be required.
- Client will pay promptly no later than 30 days from invoice date. Late payments will be charged $25 a day for every delinquent day until paid in full.

Thank you for the opportunity to provide this quote. If our proposal is acceptable, please sign and email the document back to your account manager. Feel free to call or email if you have any questions. We look forward to hearing from you soon.

Regards,

Jeremy Bowman
Senior Vice President
Holloway Environmental Solutions, LLC

Customer Representative

_____	_____
Printed Name	Title
_____	_____
Signature	Date

*This letter and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This letter contains confidential information and is intended only for the individual(s) or entity named. If you are not the named addressee you should not disseminate, distribute, or copy this letter. Please notify the sender immediately by e-mail if you have received this letter by mistake, please delete this letter from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

5060 California Ave. Suite 710 Bakersfield, Ca 93309
(661) 758-6484
hollowayenvironmental.com

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Holloway Environmental Solutions, LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 9127

Requester's name and address (optional)

6 City, state, and ZIP code
Bakersfield, CA 93389

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
8	2	–	0	8	6	0	0	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ Claudia Lepe | Date ▶ 10-23-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2025

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

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

PRODUCER	CONTACT NAME: Shelley Escobar CISR	
James G Parker Insurance Assoc	PHONE (A/C, No, Ext): (559) 584-3323	FAX (A/C, No): (559) 584-9313
License #0554959	E-MAIL ADDRESS: sescobar@jgparker.com	
P O Box 1129		
Hanford CA 93232		

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Holloway Environmental LLC	INSURER A : Allied World National Assurance Co Inc	10690
PO Box 9127	INSURER B : Third Coast Insurance Company	10713
	INSURER C : State Compensation Ins Fund	35076.
Bakersfield CA 93389	INSURER D : Great Lakes Insurance SE	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 WC 24-25GL BA EX **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution Legal Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	03115936	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			TCCRO00166124	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			03115938	11/30/2024	11/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		9341457-2025	07/01/2025	07/01/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Auto Physical Damage			B152503534A241332	11/30/2024	11/30/2025	Comp/Collision Ded Comp/Collision Ded for High Value Units	$2,500 $5,000/$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Visalia, its officers, agents, employees, representatives, and volunteers are included as additional insureds with primary and non-contributory wording and waiver of subrogation as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia as respects general liability and per forms ENV PEP2 02002 00 0123 and ENV PEP2 00004 00 0323 attached.

CERTIFICATE HOLDER

City of Visalia
707 W Acequia
Visalia CA 93291

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James G Parker

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Additional Named Insureds

Other Named Insureds	
HM Holloway Inc	Corporation, Additional Named Insured
HM Holloway LLC	Limited Liability Company, Additional Named Insured
Holloway Agricultural Services LLC	Limited Liability Company, Additional Named Insured
Holloway Environmental Solutions LLC	Limited Liability Company, Additional Named Insured
Holloway Farm Management LLC	Limited Liability Company, Additional Named Insured
Holloway Holdings LLC	Limited Liability Company, Additional Named Insured
Holloway Logistics LLC	Limited Liability Company, Additional Named Insured
Holloway Management LLC	Limited Liability Company, Additional Named Insured
Holloway Materials Recovery OpCo LLC	Limited Liability Company, Additional Named Insured
Holloway Metals Recovery Holdings LLC	Limited Liability Company, Additional Named Insured
Lost Hills Environmental LLC	Limited Liability Company, Additional Named Insured
Lost Hills Land Holdings LLC	Limited Liability Company, Additional Named Insured
Lost Hills Mining LLC	Limited Liability Company, Additional Named Insured

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ALLIED WORLD NATIONAL ASSURANCE COMPANY

PRIMARY ENVIRONMENTAL POLICY (PEP)

COMMERCIAL GENERAL LIABILITY, ENVIRONMENTAL AND PROFESSIONAL LIABILITY COVERAGE

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PRIMARY ENVIRONMENTAL POLICY (PEP)

COMMERCIAL GENERAL LIABILITY, ENVIRONMENTAL AND PROFESSIONAL LIABILITY COVERAGE

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

COVERAGES E, F, AND G OF THIS POLICY PROVIDE CLAIMS MADE AND REPORTED COVERAGE. **CLAIM EXPENSE UNDER COVERAGES E, F, AND G REDUCE THE LIMITS OF INSURANCE.**

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in bold have special meanings. Refer to **SECTION V – DEFINITIONS.**

In consideration of the payment of premium, and in reliance upon the statements and information in the Application and all information submitted in support thereof, we agree to provide coverage as follows.

COVERAGE IS IN EFFECT IF AN APPLICABLE LIMIT IS SHOWN IN ITEM 3. OF THE DECLARATIONS.

SECTION I – COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any **claim** or **suit** that may result. But:

      (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

      (2) Our right and duty to defend ends when we have used up the applicable limit of insurance as described in **SECTION III – LIMITS OF INSURANCE**.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I – COVERAGES, COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS**.

   b. This insurance applies to **bodily injury** and **property damage** only if:

      (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;

      (2) The **bodily injury** or **property damage** occurs during the **policy period**; and

      (3) Prior to the **policy period**, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no **employee** authorized by you to give or receive notice of an **occurrence** or **claim**, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period.**

c. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or **claim**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or **claim**:

(1) Reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;

(2) Receives a written or verbal demand or **claim** for damages because of the **bodily injury** or **property damage**; or

(3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.

e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the **bodily injury**.

2. **Exclusions**

This insurance does not apply to:

a. **Expected or Intended Injury**

Bodily injury or **property damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

Bodily injury or **property damage** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury** or **property damage**, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

(b) Such attorneys' fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

Bodily injury or **property damage** for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training, or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in Paragraphs (1), (2), or (3) above.

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However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

e. **Employer's Liability**

Bodily injury to:

(1) An **employee** of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother, or sister of that **employee** as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

f. **Pollution**

(1) **Bodily injury** or **property damage** which would not have occurred in whole or in part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time;

(2) Any loss, cost, or expense arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

(b) **Claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

g. **Aircraft, Auto or Watercraft**

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto,** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is not being used to carry persons or property for a charge;

(3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or

(5) **Bodily injury** or **property damage** arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

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(b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of **mobile equipment**.

(6) **Bodily injury** or **property damage** arising out of:

(a) The delivery of liquid product to a wrong receptacle or to a wrong address; or

(b) The erroneous delivery of one liquid product for another product by an **auto**.

If, under (a) or (b), the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned at the site of such delivery.

Operations that may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed.

h. **Mobile Equipment**

Bodily injury or **property damage** arising out of:

(1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured; or

(2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. **War**

Bodily injury or **property damage** however caused, arising directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. **Damage to Property**

Property damage to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization, or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon if the **property damage** arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody, or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3), and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented, or held for rental by you.

Paragraphs (3), (4), (5), and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

k. **Damage to Your Product**

Property damage to **your product** arising out of it or any part of it.

l. **Damage to Your Work**

Property damage to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. **Damage to Impaired Property or Property Not Physically Injured**

Property damage to **impaired property** or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

n. **Recall of Products, Work, or Impaired Property**

Damages claimed for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:

(1) **Your product**;

(2) **Your work**; or

(3) **Impaired property**;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

o. **Personal and Advertising Injury**

Bodily injury arising out of **personal and advertising injury**.

p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of **bodily injury**.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. **Recording And Distribution of Material Or Information in Violation Of Law**

Bodily injury or **property damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

r. **Asbestos**

Bodily injury or **property damage** arising from or based upon asbestos or asbestos-containing material.

s. **Lead**

Bodily injury or **property damage** arising from or based upon the toxic properties of lead or lead-containing products or materials.

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t. **Microbial Matter**

Bodily injury or **property damage** arising from or based upon **microbial matter**.

u. **Virus or Bacteria**

Bodily injury or **property damage** arising from or based upon any virus or bacteria**.**

v. **Communicable Disease**

Bodily injury or **property damage** arising from or based upon the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **claim** against any insured alleges negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
(2) Testing for a communicable disease;
(3) Failure to prevent the spread of the disease; or
(4) Failure to report the disease to authorities.

w. **Radioactivity**

Bodily injury or **property damage** arising from or based upon radiation, radioactivity, radioactive materials, or contamination, including but not limited to naturally occurring radioactive materials (commonly referred to as NORM, TNORM, or TENORM).

x. **Insurance Afforded Under Other Coverages**

Bodily injury or **property damage** for which insurance is afforded under **SECTION I –COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, or **G – PROFESSIONAL LIABILITY** of this Policy or for which insurance is afforded under another Commercial General Liability, Pollution Liability, or Professional Liability policy issued to you by us or an affiliate of us, including, but not limited to, insurance provided for the defense of any **claim** or **suit** alleging **bodily injury** or **property damage**.

y. **Employment-Related Practices**

Bodily Injury to:

(1) A person arising out of any:
    (a) Refusal to employ that person;
    (b) Termination of that person's employment; or
    (c) Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person; or
(2) The spouse, child, parent, brother, or sister of the person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment, or after employment of that person;
(2) Whether the insured may be liable as an employer or in any other capacity; and
(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

z. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Bodily injury or **property damage** arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

aa. **Sexual Abuse or Molestation**

Any liability arising out of:

(1) The actual, threatened, or alleged:

(a) sexual abuse;

(b) sexual molestation;

(c) sexual assault;

(d) sexual victimization;

(e) physical abuse;

(f) physical assault; or

(g) coercion to engage in sexual activities;

of any person by any **employee**, assistant, **volunteer worker** or member of any insured;

(2) Any injury resulting from the actual, threatened, or alleged acts listed in subparagraphs (1) (a)through (1) (g) above; or

(3) The negligent employment; investigation; supervision; reporting to the proper authorities, or failure to so report, or retention, of any **employee**, assistant, **volunteer worker** or member of any insured whose conduct would be excluded by subparagraph (1) above.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **personal and advertising injury** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any **claim** or **suit** that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance as described in **SECTION III – LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I – COVERAGES, COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS**.

b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your business but only if the offense was committed in the **coverage territory** during the **policy period**.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation of Rights of Another**

Personal and advertising injury caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.

b. **Material Published With Knowledge of Falsity**

Personal and advertising injury arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior To Policy Period**

Personal and advertising injury arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

d. **Criminal Acts**

Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

Personal and advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach of Contract**

Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

g. **Quality or Performance of Goods – Failure To Conform To Statements**

Personal and advertising injury arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in your **advertisement**.

h. **Wrong Description of Prices**

Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in your **advertisement**.

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret, or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress, or slogan.

j. **Insureds in Media and Internet Type Businesses**

Personal and advertising injury committed by an insured whose business is:

(1) Advertising, broadcasting, publishing, or telecasting;

(2) Designing or determining the content of websites for others; or

(3) An Internet search, access, content, or service provider.

However, this exclusion does not apply to Paragraph 29. a, b., and c. of **personal and advertising injury** under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

k. **Electronic Chatrooms or Bulletin Boards**

Personal and advertising injury arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use of Another's Name or Product**

Personal and advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

Personal and advertising injury arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants** at any time.

n. **Pollution-related**

Any loss, cost, or expense arising out of any:

(1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

(2) **Claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

o. **War**

Personal and advertising injury, however, caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Recording And Distribution of Material or Information in Violation of Law**

Personal and advertising injury arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(3) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or PCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

q. **Asbestos**

Personal and advertising injury arising from or based upon asbestos or asbestos-containing material.

r. **Lead**

Personal and advertising injury arising from or based upon the toxic properties of lead or lead-containing products or materials.

s. **Microbial Matter**

Personal and advertising injury arising from or based upon **microbial matter**.

t. **Virus or Bacteria**

Personal and advertising injury arising from or based upon any virus or bacteria.

u. **Communicable Disease**

Personal and advertising injury arising from or based upon the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **claim** against any insured alleges negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

v. **Radioactivity**

Personal and advertising injury arising from or based upon radiation, radioactivity, radioactive materials, or contamination, including but not limited to naturally occurring radioactive materials (commonly referred to as NORM, TNORM, or TENORM).

w. **Insurance Afforded Under Other Coverages**

Personal and advertising injury for which insurance is afforded under **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, or **G – PROFESSIONAL LIABILITY** of this Policy or for which insurance is afforded under another Commercial General Liability, Pollution Liability, or Professional Liability policy issued to you by us or an affiliate of us, including, but not limited to, insurance provided for the defense of any **claim** or **suit** alleging **personal and advertising injury**.

x. **Employment-Related Practices**

Personal and advertising injury to a person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person; or the spouse, child, parent, brother or sister of the person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs (1), (2), or (3) above occurs before employment, during employment, or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

y. **Access Or Disclosure Of Confidential Or Personal Information**

Personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

z. **Sexual Abuse or Molestation**

Any liability arising out of:

(1) The actual, threatened, or alleged:

(a) sexual abuse;

(b) sexual molestation;

(c) sexual assault;

(d) sexual victimization;

(e) physical abuse;

(f) physical assault; or

(g) coercion to engage in sexual activities;

of any person by any **employee**, assistant, **volunteer worker** or member of any insured;

(2) Any injury resulting from the actual, threatened, or alleged acts listed in subparagraphs (1) (a) through (1) (g) above; or

(3) The negligent employment; investigation; supervision; reporting to the proper authorities, or failure to so report, or retention, of any **employee**, assistant, **volunteer worker** or member of any insured whose conduct would be excluded by subparagraph (1) above.

COVERAGE C - MEDICAL PAYMENTS

1. **Insuring Agreement**

a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the **coverage territory** and during the **policy period**;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray, and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing, and funeral services.

2. **Exclusions**

We will not pay expenses for **bodily injury**:

a. **Any Insured**

To any insured, except **volunteer workers**.

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**

To a person, whether or not an **employee** of any insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**.

g. **Coverage A Exclusions**

Excluded under Coverage A.

COVERAGE D – GENERAL POLLUTION LIABILITY

1. Insuring Agreements

a. We will pay **loss** that the insured becomes legally obligated to pay because of a **claim** for:

(1) **Hostile Fire and Building Equipment Liability**

(i) **Bodily injury**, **property damage**, or **environmental damage** caused by heat, smoke, or fumes from a **hostile fire**; or

(ii) **Bodily injury** sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

(2) **Products Pollution and Exposure Liability**

(i) **Bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** caused by **your product**, and included in the **products-completed operations hazard**; or

(ii) **Bodily injury** or **property damage** caused by the ingestion, inhalation, or absorption of, or contact with, or exposure to, any fumes, dust, particles, vapors, liquids, or other substances that are or originate from **your product**, and included in the **products-completed operations hazard**.

(3) **Transported Cargo Pollution Liability**

(i) **Bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** caused by **cargo** during **transportation**; or

(ii) **Bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** caused by **misdelivery** as a result of **transportation** of **cargo**.

(4) **Contractors Pollution Liability**

(i) **Bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** caused by **your work** away from any location that is owned, rented, managed, or leased by the insured.

b. The insurance afforded under the Insuring Agreements of this **COVERAGE D** shall only apply if:

(1) The **bodily injury**, **property damage**, or **environmental damage** is caused by a **pollution incident** that takes place in the **coverage territory**; and

(2) The **bodily injury**, **property damage**, or **environmental damage** takes place during the **policy period**; and

(3) Prior to the **policy period**, no **responsible manager** knew that **bodily injury**, **property damage**, or **environmental damage** had occurred, in whole or in part. If such a **responsible manager** knew, prior to the **policy period**, that the **bodily injury**, **property damage**, or **environmental damage** occurred, then any continuation, change, or resumption of such **bodily injury**, **property damage** or **environmental damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

c. **Bodily injury**, **property damage**, or **environmental damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **responsible manager**, includes any continuation, change, or resumption of that **bodily injury**, **property damage**, or **environmental damage** after the end of the **policy period**.

d. **Bodily injury**, **property damage**, or **environmental damage** will be deemed to have been known to have occurred at the earliest time when any **responsible manager**:

(1) Reports all, or any part, of the **bodily injury**, **property damage**, or **environmental damage** to us or any other insurer;

(2) Receives a written or verbal demand or **claim** for **loss** because of the **bodily injury**, **property damage**, or **environmental damage**; or

(3) Becomes aware by any other means that **bodily injury**, **property damage**, or **environmental damage** has occurred or has begun to occur.

e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the **bodily injury**.

f. We will have the right and duty to defend the insured against any **claim** for **bodily injury**, **property damage**, or **environmental damage** to which this insurance applies. We have the right to select legal counsel to defend the insured against any such **claim**. However, we will have no duty to defend the insured against any **claim** to which this insurance does not apply. We may, at our discretion, investigate any **pollution incident** and settle any **claim** that may result. But:

(1) The amount we will pay for **loss** is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when the applicable Limits of Insurance as described in **SECTION III – LIMITS OF INSURANCE** have been used up or tendered into court.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I – COVERAGES, COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS**.

COVERAGE E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY

1. Insuring Agreements

a. **Time Element Location Pollution Liability**

We will pay **loss** that an insured becomes legally obligated to pay because of **bodily injury**, **property damage** or **environmental damage** resulting from a **pollution incident** on, at, under, or migrating from a **time element location**, provided that:

(1) The insured establishes to our satisfaction that the **pollution incident** first commenced at an identifiable time and place during the **policy period** and is not a continuation or repetition of another incident or event;

(2) The insured discovers the **pollution incident** no later than twenty (20) days after it first commenced;

(3) The **pollution incident** is reported to us, in writing, no later than eighty (80) days after it first commenced; and

(4) The **pollution incident** results in a **claim** for **bodily injury**, **property damage**, or **environmental damage** first made against the insured during the **policy period,** and the **claim** is first reported to us, in writing, during the **policy period** or within the sixty (60) day period immediately following the last day of the **policy period**.

b. **Non-Owned Location Pollution Liability**

We will pay **loss** that an insured becomes legally obligated to pay because of **bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** on, at, under, or migrating from a **non-owned location**, provided that:

(1) The **pollution incident** commences on or after the **retroactive date**, if any; and

(2) The **pollution incident** results in a **claim** for **bodily injury**, **property damage**, or **environmental damage** first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY

1. Insuring Agreements

a. **Bodily Injury and Property Damage Liability**

We will pay **loss** that an insured becomes legally obligated to pay because of **bodily injury** or **property damage** resulting from a **pollution incident** on, at, under, or migrating from a **scheduled location**, provided that:

(1) The **pollution incident** commences on or after the **retroactive date**, if any; and

(2) The **pollution incident** results in a **claim** for **bodily injury** or **property damage** first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

b. **On-Site Clean-up Costs Liability**

We will pay **cleanup costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** on, at, or under the **scheduled location** provided that the **pollution incident** commences on or after the **retroactive date**, if any, and the:

(1) **Pollution incident** is first discovered during the **policy period**, and reported, in writing, to us and the appropriate governmental authority as required by **environmental law**, during the **policy period**; or

(2) **Pollution incident** results in a **claim** for **environmental damage** on, at, or under a **scheduled location**, and the **claim** is first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

Our obligation to pay **clean-up costs** or **emergency response expense** under this paragraph b. does not include any **clean-up costs** or **emergency response expense** for the investigation, abatement, containment, treatment, removal, remediation, monitoring, or other activities conducted beyond the boundaries of a **scheduled location**, including any associated transportation and disposal activities, even if such costs are to avoid or mitigate a **pollution incident** on, at, or under a **scheduled location**.

c. **Off-Site Clean-up Costs Liability**

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We will pay **cleanup costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** migrating from a **scheduled location** provided that the **pollution incident** commences on or after the **retroactive date**, if any, and the:

(1) **Pollution incident** is first discovered during the **policy period**, and reported, in writing, to us and the appropriate governmental authority as required by **environmental law**, during the **policy period**; or

(2) **Pollution incident** results in a **claim** for **environmental damage** migrating from a **scheduled location**, and the **claim** is first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

Our obligation to pay **clean-up costs** or **emergency response expense** under this paragraph c. does not include any **clean-up costs** or **emergency response expense** for the investigation, abatement, containment, treatment, removal, remediation, monitoring, or other activities conducted on, at, or under a **scheduled location**, including any associated transportation and disposal activities, even if such costs are to avoid or mitigate a **pollution incident** migrating beyond the boundaries of a **scheduled location**.

COVERAGE G – PROFESSIONAL LIABILITY

1. Insuring Agreements

a. We will pay **professional damages** an insured becomes legally obligated to pay because of a **claim** resulting from an actual or alleged act, error, or omission in the rendering or failure to render **professional services**, provided that:

(1) The **claim** arises out of **professional services** rendered on or after the r**etroactive date**, if any, and prior to the last day of the **policy period**; and

(2) The **claim** is first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

b. We will pay **mitigation expense** on behalf of the **insured** resulting from an act, error, or omission in **professional services** rendered by the insured, provided that:

(1) The **professional services** are rendered during the **policy period** or on or after the **retroactive date**, if any;

(2) The **insured**, during the **policy period**, provides us with immediate written notice of the act, error, or omission in **professional services** and the proposed mitigation action, if any, prior to incurring any **mitigation expense**; and

(3) All **mitigation expense** must be approved by us, in writing, prior to incurring any **mitigation expense**, and must not be afforded insurance under any other insuring agreement of the policy, including COVERAGE G, 1. a.

SECTION I – COVERAGES E, F, AND G – COMMON INSURING AGREEMENT

1. We will have the right and duty to defend the insured against any **claim** for **bodily injury**, **property damage**, **environmental damage**, or **professional damages** to which any of **SECTION I – COVERAGES, COVERAGE E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY** applies, by the payment of **claim expense**. We have the right to select legal counsel to defend the insured against any such **claim.** However, we will have no duty to defend the insured against any **claim** to which any of these coverages do not apply. We may, at our discretion, investigate any **pollution incident** or act, error or omission in the rendering or failure to render **professional services**, and settle any **claim** that may result. But:

a. The amount we will pay for **loss**, **cleanup-costs**, **emergency response expense**, **professional damages**, **mitigation expense**, and any other amounts which may be afforded insurance under Coverages E, F, and G is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

b. Our right and duty to defend and continue to pay **claim expense** ends when the applicable Limit of Insurance as described in **SECTION III – LIMITS OF INSURANCE** has been used up or tendered into court.

2. If a **claim** for **bodily injury**, **property damage**, **environmental damage**, **professional damages**, or discovery of **pollution incident** or act error or omission in the rendering or failure to render **professional services**, is reported to us during this **policy period**, then any and all subsequent **claims** or subsequent discoveries of **pollution incidents** or acts, errors or omissions in the rendering or failure to render **professional services** that result from the same, repeated, or continuous **pollution incident** or act, error or omission in the rendering or failure to render **professional services** reported to us during a continuous, uninterrupted renewal thereof issued by us to you providing substantially the same coverage, will be deemed to have been made during this **policy period**. All **claims**, arising from all such **bodily injury**, **property damage**, **environmental damage** or **professional damages**, or discoveries of **pollution incidents** or acts, errors, or omissions in the rendering or failure to render **professional services** shall be deemed to have arisen from one **pollution incident** or one act, error or omission in the rendering or failure to render **professional services** and shall be subject to the applicable Limits of Insurance of this policy.
3. **Loss** because of **bodily injury** includes **loss** claimed by any person or organization for the care, loss of services, or death resulting at any time from the **bodily injury**.

SECTION I – COVERAGES D, E, F, AND G – COMMON EXCLUSIONS

Under **SECTION I – COVERAGES – COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**, this insurance does not apply to **claims**, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense**, **claim expense**, or any other amount, injury, or damage for which insurance may be afforded under this policy:

a. **Asbestos and Lead-Based Paint**

Arising out of asbestos, asbestos-containing materials, or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES**:

(1) **COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements** a. (4) **Contractors Pollution Liability**;

(2) **COVERAGES E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F-SCHEDULED LOCATION POLLUTION LIABILITY**, for:

(a) A **claim** for **bodily injury** or **property damage**; or

(b) That portion of **clean-up costs** or **emergency response expense** for the remediation of soil, surface water, or groundwater that arises out of the inadvertent disturbance of asbestos or asbestos-containing materials or lead-based paint;

and

(3) **COVERAGE G – PROFESSIONAL LIABILITY**

b. **Capital Improvement**

Arising out of a **pollution incident** discovered, encountered, or identified, in whole or in part, in the course of performing, involving, or associated with a capital improvement at a **scheduled location**.

For the purpose of this exclusion, 'capital improvement' means any man-made change or alteration to any premises, site, or location including any activity undertaken to develop, renovate, repair, upgrade or improve such premises, site, or location, including but not limited to excavation, ditching, dredging, clearing, grading, drilling, boring, construction, demolition, dewatering or any other activity to develop, renovate, repair, upgrade or improve such premises, site or location.

c. **Communicable Disease**

Arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **claim** against any insured alleges negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

d. **Contractual Liability**

Arising out of the insured's assumption of liability in a contract or agreement.

This exclusion does not apply to liability:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury**, **property damage**, **environmental damage** or **emergency response expense** occurs subsequent to the execution of the contract or agreement. Solely with respect to the insurance afforded under **SECTION I – COVERAGES - COVERAGES D - GENERAL POLLUTION LIABILITY**, **E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F - SCHEDULED LOCATION POLLUTION LIABILITY**, and for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be **loss** other than **claim expense**, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

(b) Such attorneys' fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

e. **Criminal Fines, Penalties, and Assessments**

Arising out of any criminal fine, criminal penalty, or criminal assessment.

f. **Damage to Conveyance**

Arising out of **property damage** to any **conveyance** utilized during **transportation**. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE D - GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (3) **Transported Cargo Pollution Liability** for **claims** made by third-party carriers for such **property damage** arising from the insured's negligence.

g. **Damage to Property**

Arising out of **property damage** to any property owned, leased, occupied by, or loaned to an insured including any costs or expenses incurred for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, or that is personal property in the care, custody or control of an insured. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D - GENERAL POLLUTION LIABILITY**, **1**. **Insuring Agreements**, a. (4) **Contractors Pollution Liability** for real or personal property owned or leased by or in the care, custody, or control of your client.

h. **Damage to Your Product**

Arising out of **property damage** or **environmental damage** to **your product** arising out of it or any part of it after you have relinquished physical possession. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D. GENERAL POLLUTION LIABILITY**, 1. **Insuring Agreements**, a. (2) **Product Pollution and Exposure Liability**.

i. **Damage To Your Work**

Arising out of any **property damage** or **environmental damage** to **your work** arising out of it or any part of it. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D - GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements** a. (4) **Contractors Pollution Liability**, if the damaged work or the work out of which the **loss** arises was performed by your subcontractor.

j. **Discrimination**

Arising out of any actual or alleged discrimination by an insured including but not limited to discrimination on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation unless a **claim** is based upon or arises out of the failure to make reasonable accommodations for a disability in violation of the American with Disabilities Act, 42. U.S.C. 112101, et seq., as amended.

k. **Dishonest Acts/Intentional Non-Compliance**

Arising out of:

(1) Any dishonest, fraudulent, criminal, intentional, or malicious act, error, or omission or those of a knowingly wrongful nature committed by or at the direction of any insured, however, this exclusion will not apply to an insured who did not commit, participate in or have knowledge of such conduct; or

(2) Any intentional disregard of or deliberate, willful or dishonest non–compliance with any **environmental law** or any other statute, ordinance, regulation, order, judgment, decree, a notice of violation, instruction, or directive issued by or on behalf of any governmental body.

This exclusion does not apply to an insured's non-compliance with any law or regulation based on: (i) an insured's reasonable and good faith reliance upon the written advice of qualified outside counsel received in advance of such non-compliance; or (ii) the reasonable and good faith efforts to mitigate a **pollution incident** that results in **emergence response expense** provided coverage under the policy.

l. **Divested Property**

Arising out of a **pollution incident** on, at, under, or migrating from a **time-element location** or **scheduled location**, where such **pollution incident** commenced after the time such location was sold, given away or abandoned by an insured, or was condemned.

m. **Electronic Services**

Arising out of any failure to prevent unauthorized access to or use of an electronic system or program, unless such unauthorized access arises out of any act, error, or omission in the rendering of or failure to render **professional services** by you.

n. **Employer's Liability**

Arising out of any **bodily injury** to:

(1) An **employee** of an insured if such **bodily injury** arises out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) To the spouse, child, parent, brother, sister, member of the household or any relation of such **employee**, including a **leased worker** and a **temporary worker**, who has a right to make a claim against an insured as a consequence of **bodily injury** described in paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (4) **Contractors Pollution Liability** for liability assumed by the insured under an **insured contract** executed prior to the date such injury occurs as a result of **your work** for such contract.

o. **Expected or Intended Injury or Damage**

Arising out of any injury or damage that is expected or intended from the standpoint of a **responsible manager.**

p. **Failure to Maintain Insurance**

Arising out of the actual or alleged failure to advise or require or failure to effect and maintain any policy of insurance, suretyship, or bond.

q. **Faulty Workmanship**

Arising out of the cost to repair or replace any faulty workmanship performed in whole or in part by any insured or anyone for whom any insured is legally responsible, including but not limited to faulty assembly, construction, erection, fabrication, installation, remediation, dismantling, excavation, or manufacturing.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D - GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (1) **Hostile Fire and Building Equipment Liability**, (2) **Products Pollution and Exposure Liability**, and (3) **Transported Cargo Pollution Liability**, **COVERAGE E -TIME- ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**.

r. **Insured Versus Insured**

Arising out of:

(1) Any **claim** made by any insured against any other person or entity that is also an insured under this Policy; or

(2) Any **claim** brought against any individual or entity or its subrogees or assignees:

(a) That wholly or partially owns or operates you;

(b) In which you have an ownership interest in excess of twenty-five percent (25%);

(c) That is controlled or operated by you; or

(d) In which you are an officer or director.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE D – GENERAL POLLUTION LIABILITY**, 1. **Insuring Agreements**, a. (4) **Contractors Pollution Liability** to a client of the named insured that the named insured has agreed by written contract to name as an additional insured on this policy but only with respect to **loss** caused by **your work**.

s. **Known Pollution**

Arising out of a **pollution incident** that occurred, in whole or in part, prior to the first day of the **policy period** and was known by, or reported to, a **responsible manager** prior to the first day of the **policy period**. Any continuation, change or resumption of such **pollution incident** will be deemed to have been known by a **responsible manager** prior to the first day of the **policy period**.

This exclusion does not apply to:

(1) A **pollution incident** that is specifically identified and scheduled as an exception to this exclusion in a Scheduled Pollution Incident endorsement attached to this policy; or

(2) Insurance afforded under **SECTION I – COVERAGES**, **COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (4) **Contractors Pollution Liability** and **COVERAGE G – PROFESSIONAL LIABILITY**.

t. **Material Change in Use**

Arising out of a change in the use of or operations at a **scheduled location** from that which you disclosed to us, in writing, prior to the first day of the **policy period**, where such change materially increases the likelihood or extent of a **pollution incident**, **bodily injury**, **property damage**, **environmental damage**, **loss** or **claim**, in relation to the disclosed use or operations, unless we consent to such change in writing.

u. **Nuclear**

Arising out of any radioactive, toxic, or explosive properties of Source Materials, Special Nuclear Materials, or By-Product Materials as defined in the Atomic Energy Act and for which the United States Department of Energy or any other government authority or agency has indemnified the insured or for which the Price Anderson Act provides protection for the insured.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D** - **GENERAL POLLUTION LIABILITY, 1. Insuring Agreements**, a. (1) **Hostile Fire and Building Equipment Liability**, (2) **Products Pollution and Exposure Liability**, and (3) **Transported Cargo Pollution Liability**, **COVERAGE E -TIME- ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**.

v. **Prior Claims or Incidents**

Arising out of a **claim**, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense**, an actual or alleged wrongful act, error or omission in the rendering or the failure to render **professional services**, or other circumstances:

(1) Reported by you or on your behalf under any policy not issued by us or any entity affiliated with us prior to the first day of the **policy period** or the first day of the first policy issued to you by us if this policy is a continuous, uninterrupted renewal thereof; or

(2) Known by, or reported to, a **responsible manager** prior to the first day of the **policy period** or the first day of the first policy issued to you by us if this policy is a continuous, uninterrupted renewal thereof.

Any continuation, change or resumption of such **claim**, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense**, actual or alleged wrongful act, error or omission in the rendering or the failure to render **professional services** or other circumstances will be deemed to have been known by or reported to, a **responsible manager** prior to the first day of the **policy period**.

w. **Related Entities**

Arising out of any **claim** by an entity or individual that:

(1) Is an affiliate of an insured;

(2) An insured controls, manages, operates, or holds more than twenty-five percent (25%) ownership interest in;

(3) Which controls, manages, operates, or holds more than a twenty-five percent (25%) ownership interest in an insured; or

(4) Is controlled or managed by an insured.

x. **Trademark or Copyright Infringement**

Arising out of any infringement, misappropriation, or violation of copyright, patent, service marks, trademarks, trade secrets, title, or other proprietary or licensing rights or intellectual property of any products, technologies, or services by any insured.

y. **Transportation**

Arising out of the ownership, maintenance, use, operation, entrustment to others, or loading or unloading of any auto, railcar, train, watercraft, or aircraft beyond the boundaries of a **time-element location**, **non-owned location**, or **scheduled location**, or beyond the boundaries of a job site where **your work** is performed by you or on your behalf. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D- GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements** a.(3) **Transported Cargo Pollution Liability**.

z. **Underground Storage Tanks**

Arising out of any **underground storage tank**. Except for **SECTION I – COVERAGES – COVERAGE E** - **TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, 1. **Insuring Agreements a. Time Element Location Pollution Liability**, this exclusion does not apply to an **underground storage tank**:

(1) Whose existence is not known by or reported to any **responsible manager** prior to the **policy period**;

(2) That is scheduled onto this policy by endorsement;

(3) Which has been closed, abandoned in place, or removed prior to the commencement of the **policy period** in accordance with **environmental law** at the time of such closure, abandonment, or removal; or

(4) That is an oil/water separator, stormwater collection system, or flow-through process tank located partially in the ground.

aa. **War**

Arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

bb. **Warranty / Guarantee**

Arising out of any express warranty or guarantee unless liability would have attached by law to the insured in the absence of such warranty or guarantee.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements** a. (4) **Contractors Pollution Liability** and **COVERAGE G** – **PROFESSIONAL LIABILITY** for any warranty or guarantee by the insured that **your work** or the insured's **professional services** are in conformity with the generally accepted standard of care or a legal obligation that would be applicable in the absence of such warranty or guarantee.

cc. **Waste Brokering Services**

Arising out of any consultation and arrangement for the transportation, disposal, or treatment of waste or recyclable materials, products, or other materials.

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This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D - GENERAL POLLUTION LIABILITY**, **COVERAGE E -TIME- ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **COVERAGE G – PROFESSIONAL LIABILITY** but only to the extent that such consultation and arrangement for waste or recyclable materials, products, or other materials is disclosed to us, in writing, as insured **professional services** in the application or supplemental materials in support of the application.

dd. **Waste Disposal**

Arising out of a **pollution incident** on, at, under, or migrating from any location to which waste or recyclable materials, products, or other materials have been delivered beyond the boundaries of any site where **your work** is being performed.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE E - TIME ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **1. Insuring Agreements**, b. **Non-Owned Location Pollution Liability**.

ee. **Workers' Compensation and Similar Laws**

Arising out of any obligation of the insured under workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION I - COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** for damages or **claim** for **loss** or **suit**, including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.

   Our right and duty to defend and continue to pay supplementary payments end we have used up either: (i) the applicable limit of insurance in the payment of judgments or settlements or such limit is tendered into court; or (ii) the General Aggregate Limit has been used up or tendered into court.
2. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:
   a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;
   d. The allegations in the **suit** and the information we know about the **occurrence** or **pollution incident** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement, or defense of the **suit**;

(b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the **suit**;

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the **suit**; and

(b) Conduct and control the defense of the indemnitee in such a **suit**.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up either: (i) the applicable limit of insurance in the payment of judgments or settlements or such limit is tendered into court; (ii) the General Aggregate Limit has been used up or tendered into court; or (iii) the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) **Bodily injury** or **personal and advertising injury**:

(a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company); or

(b) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph(1)(a) above; or

(c) Arising out of his or her providing or failing to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

(2) **Property damage** to property:

(a) Owned, occupied, or used by you; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only: (i) until the ninetieth (90^{th}) day after you acquire or form the organization or the last day of the **policy period**, whichever is earlier; (ii) provided that you give us written notification within ninety (90) days of the date of such acquisition or formation or before the last day of the **policy period**, whichever is earlier; and (iii) an additional premium to be charged at our discretion, determined by us, is paid when due;

b. **SECTION I – COVERAGES, COVERAGES A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY** do not apply to **bodily injury**, **property damage**, **environmental damage**, **emergency response expense**, **professional damages** or **mitigation expense**, or any other amounts for which insurance is afforded under those Coverages that occurred before you acquired or formed the organization; and

c. **SECTION I – COVERAGES, COVERAGE B** – **PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

4. a. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury**, **property damage**, **environmental damage,** or **personal and advertising** injury:

(1) Arising out of any **occurrence** or **pollution incident** that takes place after the equipment lease expires or you cease to be a tenant; or

(2) Arising out of structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

5. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury**, **property damage**, **environmental damage**, or **personal and advertising injury** arising out of their financial control of you caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in Item 3. of the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. **Claims** made or **suits** brought; or

c. Persons or organizations making **claims** or bringing **suits**.

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;

b. Damages under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**;

c. Medical expenses under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**;

d. **Loss** under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY**, except **loss** because of **bodily injury**, **property damage**, or **environmental damage** included in the **products-completed operations hazard**; and

e. **Professional damages** and **mitigation expense** under **SECTION I – COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages, and under **COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (2) **Products Pollution and Exposure Liability**, and a. (4) **Contractors Pollution Liability** for **loss** because of **bodily injury**, **property damage**, and **environmental damage** included in the **products-completed operations hazard**.

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE B** – **PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization. Under Coverage **B**, all damages arising out of the same, related, repeated, or continuous offense are deemed to arise out of one offense.

5. Subject to Paragraph 2. or 3. above, whichever applies:

a. The Each Occurrence Limit is the most we will pay for the sum of:

(1) All damages under **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

(2) Medical expense under **SECTION I – COVERAGES**, **COVERAGE C – MEDICAL PAYMENTS**;

because of all **bodily injury** and **property damage** arising out of any one **occurrence** provided, however, that subject to the foregoing, the Medical Expense Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE C – MEDICAL PAYMENTS** for the sum of all medical expenses because of **bodily injury** sustained by one person. Under Coverages **A** and **C**, all damages and medical expenses arising out of the same, related, repeated, or continuous **occurrence** are deemed to arise out of one **occurrence**.

b. (1) The Each Pollution Incident Limit shown for **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY** is the most we will pay for the sum of all **loss** (including **clean-up costs** and **emergency response expense**) under **SECTION I – COVERAGES**, **COVERAGE D – GENERAL POLLUTION LIABILITY** because of all **bodily injury**, **property damage**, and **environmental damage** arising out of any one **pollution incident**. Under Coverages D, all **loss** (including **clean-up costs** and **emergency response expense**), or any combination thereof, arising out of the same, related, repeated, or continuous **pollution incident** are deemed to arise out of one **pollution incident**.

(2) The Each Pollution Incident Limit shown for **SECTION I – COVERAGES**, **COVERAGES E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY** is the most we will pay for the sum of all **loss** (including **clean-up costs** and **emergency response expense**) under **SECTION I – COVERAGES**, **COVERAGES E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY** because of all **bodily injury**, **property damage**, and **environmental damage** arising out of any one **pollution incident**. Under Coverages **E**, and **F**, all **loss** (including **clean-up costs** and **emergency response expense**), or any combination thereof, arising out of the same, related, repeated, or continuous **pollution incident** are deemed to arise out of one **pollution incident**.

c. The Each Act, Error, or Omission Limit is the most we will pay for the sum of all **professional damages** and **mitigation expense**, combined, under **SECTION I - COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY** because of all **professional damages** and **mitigation expense** arising out of any one act, error, or omission in the rendering or failure to render **professional services** provided, however, subject to the foregoing, the Mitigation Expense Limit is the most we will pay under **SECTION I - COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY** for the sum of all **mitigation expense**. Under Coverage **G**, all **professional damages** and **mitigation expense**, or both combined, arising out of the same, related, repeated, or continuous acts, errors, or omissions in the rendering or the failure to render **professional services** are deemed to arise out of one act, error, or omission in the rendering or failure to render **professional services**.

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE C – MEDICAL PAYMENTS** for all medical expenses because of **bodily injury** sustained by any one person.
8. The Limits of Insurance apply in excess of the Deductible amounts shown in Item 3. of the Declarations. The Deductible applies to all damages, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense**, or **claim expense** arising out of any one applicable **occurrence**, offense, **pollution incident** or act, error or omission in the rendering or failure to render **professional services**, regardless of the number of persons or organizations who sustain damages, **loss**, **clean-up costs**, **emergency response expense, professional damages**, **mitigation expense** or **claim expense**.

   We may pay any part or all of the Deductible amount to effect a settlement of any **claim,** damages, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense** or **claim expense** and upon notification to you, you shall promptly reimburse us for such part of the Deductible.
9. When we present a settlement offer to the insured that is acceptable to a claimant and within the applicable Limits of Insurance or Deductible, and the insured rejects the proposed settlement of the **claim** for the amount of the settlement offer, our duty to defend the **claim** shall end and the insured shall defend the **claim** at the insured's own expense. In that event, our liability shall not exceed the amount of the settlement offer that was rejected by the insured, plus the amount of **claim expense** incurred up to and including the date of such rejection by the insured, less any outstanding Deductible amounts. For the purpose of this paragraph, rejection of the proposed settlement offer includes the insured's failure to accept, in writing, the proposed settlement offer within five (5) calendar days of the insured's receipt of such offer.
10. Subject to **SECTION IV - CONDITIONS**,12. **Multiple Coverages**, if the same **claim**, **pollution incident**, **occurrence**, offense, or act, error, or omission in the rendering or failure to render **professional services** results in coverage under more than one Insuring Agreement of this policy, only the highest Deductible under all Insuring Agreements applicable to the **claim**, **pollution incident**, **occurrence**, offense, or act, error or omission in the rendering or failure to render **professional services** shall apply.

SECTION IV – CONDITIONS

1. **Assignment**

   This Policy may not be assigned without our prior written consent, which shall not be unreasonably withheld. Assignment of interest under this Policy shall not bind us until our consent is endorsed thereon.

2. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve us of our obligations under this policy and shall not relieve an insured of its obligations under this policy.

3. **Cancellation**

   a. The first Named Insured shown in Item 1. of the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation. When such first Named Insured cancels this Policy, we will return premium to such first Named Insured on a short rate basis subject to the minimum earned premium, if any, shown in an endorsement to the policy.

b. We may cancel this Policy by mailing or delivering to such first Named Insured written notice of cancellation at least:

(1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium or your failure to reimburse us for any Deductible amount paid by us; or

(2) Ninety (90) days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to such first Named Insured's last mailing address known to us. Notice of cancellation will state the effective date and hour of cancellation. The **policy period** will end on that date. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. **Changes**

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in Item 1. of the Declarations is authorized to make changes in the terms of this Policy with our written consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

5. **Currency**

All reimbursement shall be made in United States currency at the rate of exchange prevailing on:

a. The date of judgment if a judgment is rendered;

b. The date of settlement if settlement is agreed upon with our written consent; or

c. The date legal expenses are paid.

6. **Duties In The Event of Occurrence, Offense, Claim, Suit, Pollution Incident or Act, Error, or Omission**

a. You must see to it that we are notified as soon as practicable of an **occurrence**, offense, **pollution incident** or act, error or omission in the rendering or failure to render **professional services** to which coverage under any of this insurance may apply. To the extent possible, notice should include:

(1) How, when, and where the **occurrence**, offense, **pollution incident** or act, error, or omission in the rendering or failure to render **professional services** took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the **occurrence,** offense, **pollution incident** or act, error or omission in the rendering, or failure to render **professional services**.

b. If a **claim** is made or a **suit** is brought against any insured, you must:

(1) Immediately record the specifics of the **claim** or **suit** and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.

c. All notifications are to be made to the address shown in Item 1. of the Declarations or via email at envcasclaims@awac.com.

d. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the **claim** or **suit**;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the **claim**, **pollution incident**, act, error, or omission in the rendering or failure to render **professional services** or defense against the **suit**;

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury, damage, **loss**, or **professional damages** to which this insurance may also apply; and

(5) Update us regarding any requested information that is not available at the time of the request but subsequently becomes available.

e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior consent, provided, however, this provision does not apply for **emergency response expense** for which you are entitled to recover under this policy.

f. With respect to any **pollution incident** or **environmental damage**, the insured must:

(1) Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency or duly licensed scientist or engineer authorized by law to oversee the investigation and clean-up of a **pollution incident**;

(2) Submit, for our approval, any bid or contract regarding any investigation, removal, response or clean-up action or activity prior to the submission, execution, or issuance of such bid or contract; and

(3) Forward progress reports in connection with any investigation, removal, response, or clean-up action or activity at reasonable intervals and always prior to submitting such reports to any regulatory agency or duly licensed scientist or engineer that is authorized by law to review and approve such reports.

This paragraph f. does not apply to any investigation, removal, response, or clean-up action or activity for which you are entitled to recover **emergency response expense** under this policy.

g. If we are prohibited under applicable law from investigating, defending or settling any such **claim**, the insured shall, under our supervision, arrange for such investigation and defense thereof as is reasonably necessary, and subject to our prior authorization, shall effect such settlement thereof.

h. We have the right, but not the duty, to assume direct control of any clean-up, investigation, abatement, containment, treatment, removal, remediation, monitoring, or disposal activities to which this insurance applies. In the event we exercise such right, all amounts we incur which are **loss**, **clean-up costs** or **emergency response expense**, or any other amounts for which coverage may be afforded under this policy will reduce the applicable Deductible and Limit of Insurance according to **SECTION III - LIMITS OF INSURANCE**.

7. **Economic and Trade Sanctions**

If affording insurance under this Policy would be in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then such insurance will be null and void.

8. **Extended Reporting Periods – Coverages E - NON-OWNED LOCATION POLLUTION LIABILITY only**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**

If this policy is canceled by the first Named Insured shown in Item 1. of the Declarations or not renewed, and such first Named Insured has not purchased or obtained other insurance to replace the insurance afforded by this policy, the following provisions apply under **Coverages E - NON-OWNED LOCATION POLLUTION LIABILITY only**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**:

a. **Automatic Extended Reporting Period**

The insured is entitled to a ninety (90) day Automatic Extended Reporting Period, commencing on the date and at the time that the **policy period** ends. When the insured is entitled to the ninety (90) day Automatic Extended Reporting Period, the insured has the right to report to us, in writing, during this ninety (90) day Automatic Extended Reporting Period:

(1) A **claim** first made against the insured during the **policy period**; or

(2) A **claim** first made against the insured during the ninety (90) day Automatic Extended Reporting Period, if such **claim** results from: (i) under **SECTION I – COVERAGES**, **COVERAGE E - NON-OWNED LOCATION POLLUTION LIABILITY** only, and **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**: a **pollution incident** first discovered and reported to us, in writing, during the **policy period**; or (ii) under **SECTION I – COVERAGES**, **COVERAGE G** - **PROFESSIONAL LIABILITY**: an act, error, or omission in the rendering or failure to render **professional services** first discovered and reported to us, in writing during the **policy period**.

When the ninety (90) day Automatic Extended Reporting Period applies, a **claim** reported to us, in writing, during this ninety (90) day period will be deemed to have been made on the last day of the **policy period**.

b. **Optional Extended Reporting Period**

(1) The first Named Insured shown in Item 1. of the Declarations shall be entitled to purchase an Optional Extended Reporting Period of up to thirty-six (36) months, commencing on the date and at the time the **policy period** ends, provided that:

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(a) Within thirty (30) days of such cancellation or non-renewal, we receive written notice from such first Named Insured of its election to purchase an Optional Extended Reporting Period for a specific period of not more than thirty-six (36) months; and

(b) Such first Named Insured pays, prior to the commencement of the Optional Extended Reporting Period and in accordance with our payment terms, the additional premium charged by us, and upon payment, we will issue an endorsement providing for such Optional Extended Reporting Period.

(2) The additional premium charged for the Optional Extended Reporting Period will not be more than two hundred (200%) percent of the total policy premium.

(3) When such first Named Insured is entitled to and purchases the Optional Extended Reporting Period, the insured has the right to report to us, in writing, during the specified Optional Extended Reporting Period, a **claim** first made against the insured during such Optional Extended Reporting Period, provided the **claim** results from a **pollution incident** or act, error or omission in the rendering or failure to render **professional services** first discovered and reported to us, in writing, during the **policy period.** Any **claim** so reported will be deemed to have been made on the last day of the **policy period**.

c. If the Optional Extended Reporting Period is purchased by such first Named Insured in accordance with the preceding paragraphs, the Automatic Extended Reporting Period becomes a part of and is not in addition to, the purchased Optional Extended Reporting Period.

d. When applicable, the Automatic Extended Reporting Period and Optional Extended Reporting Period do not operate to increase any limit of insurance under this policy, extend the **policy period** or change the scope of coverage provided.

e. For the purpose of this section, the quotation of different terms and conditions by us shall not be construed as a non-renewal of this policy.

9. **Headings**

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this Policy

10. **Independent Counsel**

In the event the insured is entitled by law to select independent counsel, the attorneys' fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** or **suits** in the community where the **claim** or **suit** arose or is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **claims** or **suits** similar to the one pending against the insured, and to require such counsel have errors and omissions insurance coverage. As respect any such counsel, the insured agrees that counsel will timely respond to our requests for information regarding the **claim** or **suit**.

Furthermore, the insured may at any time, by the insured's signed consent, freely and fully waive the right, if any, to select independent counsel.

11. **Inspections and Surveys**

a. At any time during normal business hours with reasonable advance written notice, we have the right to:

(1) Make inspections and surveys of and monitor and audit books, records, services, proper ties, and activities as far as they relate to the subject matter of this Policy;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public and we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes, or standards.

This applies not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

c. We may modify, amend or delete any of the terms and conditions of this Policy, including the right to charge additional premium and the right to cancel, rescind or void this Policy, if any inspection or survey reveals any material risk, hazard or condition that was not previously disclosed by you in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.

12. **Multiple Coverages**

A **claim** or **suit**, or part thereof, for which we have accepted coverage or coverage has been alleged or held to apply under one insuring agreement in this policy shall not be covered under any other insuring agreement in this policy.

13. **Legal Action Against Us**

No person or organization has a right under this Policy:

a. To join us as a party or otherwise bring us into a **suit** asking for damages or **loss** from an insured; or

b. To sue us on this Policy unless there has been full compliance with all of its terms.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages or loss that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

14. **Notice of Possible Claim Under SECTION I – COVERAGES, COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY, AND COVERAGE G – PROFESSIONAL LIABILITY**

a. If during the **policy period**, the **responsible manager** first becomes aware of a **possible claim** under **SECTION I – COVERAGES**, **COVERAGE F– SCHEDULED LOCATION POLLUTION LIABILITY,** and C**OVERAGE G – PROFESSIONAL LIABILITY**, the **responsible manager** must provide written notice to us during the **policy period** containing all the information required under paragraph b. below. Any **possible claim** that subsequently becomes a **claim** made against you and reported to us within five (5) years after the end of the **policy period** of this Policy or any continuous, uninterrupted renewal thereof shall be deemed to have been first made and reported during the **policy period** of this policy. Such **claim** shall be subject to the terms, conditions, and limits of coverage of the policy under which the **possible claim** was reported.

b. It is a condition precedent to the coverage afforded by this Policy that written notice under paragraph a. above, contains all of the following information:

(1) The cause of the **pollution incident** or act, error, or omission in the performance of **professional services**;

(2) The **scheduled location** where the **pollution incident** took place or the location where the act, error, or omission took place;

(3) The **bodily injury**, **property damage**, **environmental damage**, **emergency response expense**, **professional damages,** or **mitigation expense** which has resulted or may result from such **pollution incident** or act, error or omission in the rendering or failure to render **professional services**;

(4) The insured(s) which may be subject to the **claim** and any potential claimant(s);

(5) All engineering information available on the **pollution incident** or act, error, or omission in the rendering or failure to render **professional services,** and any other information that we deem reasonably necessary; and

(6) The date and circumstances by which the insured first became aware of the **possible claim**.

15. **Other Insurance**

If other valid and collectible insurance is available to the insured for any injury, damage, loss, cost, or expense we cover under this Policy, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, in the event that a written contract, agreement, or permit requires this insurance to be primary for any person or organization with whom you agreed to insure in an **insured contract**, we will not seek contribution from any other insurance issued to such person or organization.

b. **Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builders' Risk, Installation Risk, or similar coverage for **your work**;

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the damages or **loss** arises out of the maintenance or use of aircraft, **autos**, train, railcar or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; or

(v) With respect to **SECTION I – COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY**; or

(vi) That is a project-specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program, or any other similar insurance or program.

(b) Any other primary insurance available to you covering liability for damages or **loss** arising out of the premises or operations, or the **products-completed operations hazard**, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under **SECTION I – COVERAGES, COVERAGES A**, **B**, **D**, **E**, **F**, or **G** to defend the insured against any **claim** or **suit** if any other insurer has a duty to defend the insured against that **claim** or **suit**. If no other insurer defends, we will undertake to do so under **COVERAGES** A or **B**, but we will be entitled to the insured's rights against all other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the damages, **loss**, or **professional damages** or any other amounts provided insurance under the policy, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the damages, **loss, professional damages**, or any other amounts provided insurance under the policy in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all the other insurance.

(4) We will share the remaining damages, **loss**, **professional damages** or any other amounts provided insurance under the policy, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limit of Insurance shown in the Declarations.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the damages or **loss** remains or the full amount of the damages has been paid, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

16. **Premiums and Deductible**

The first Named Insured shown in Item 1. of the Declarations:

a. Is responsible for the payment of all premiums;

b. Will be the payee for any return premiums we pay; and

c. Is responsible for the payment of all Deductibles.

17. **Representations**

a. By accepting this policy, you agree:

(1) The statements and information in the Application and other supplemental materials submitted to us are accurate and complete and are material to our underwriting of this policy;

(2) The statements and information provided are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one insured shall not prejudice the interest of coverage for another insured under this Policy. Provided, however, that this condition shall not apply to any insured who is a parent, subsidiary, or affiliate of the first Named Insured.

c. The unintentional failure by you or any insured to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this Policy.

18. **Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom **claim** is made or **suit** is brought.

19. **Service of Suit**

In the event of our failure to pay any amount claimed to be due hereunder, we, at the request of the insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World National Assurance Company, 199 Water Street, 24th Floor, New York, New York 10038 or his or her representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision, therefore, we hereby designate the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office as its true and lawful agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this Policy of insurance.

20. **Transfer of Rights of Recovery Against Others to Us**

If the insured has the right to recover all or part of any payment we have made under this Policy, those rights are transferred to us. At our request, the insured will bring a suit or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization in a written contract or agreement prior to the **occurrence**, **pollution incident**, or act, error or omission in the rendering of or failure to render **professional services** that are the subject of the **claim** or **suit** against the insured, we waive any right of recovery we may have under this Policy against such person or organization.

21. **Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our prior written consent, which shall not be unreasonably withheld or delayed, except in the case of the death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having

proper temporary custody of your property will have your rights and duties but only with respect to that property.

SECTION V – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding websites, only that part of a website that is about your goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **Auto** means:
   a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, **auto** does not include **mobile equipment**.
3. **Bodily injury** means physical injury, sickness, building-related illness, mental anguish, shock, or emotional distress, or disease sustained by a person, including death resulting from any of these.
4. **Cargo** means the insured's goods, products, merchandise, supplies, or waste transported by the insured or by third-party carriers properly licensed to transport such goods, products, merchandise, supplies, or waste.
5. **Claim** means:
   a. Under **SECTION I – COVERAGES**, **COVERAGES A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **B – PERSONAL AND ADVERTISING INJURY LIABILITY** a demand received by the insured alleging liability or responsibility on the part of the insured; and
   b. Under **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY**, a demand seeking a remedy and alleging liability or responsibility on the part of the insured; and
   c. Under **SECTION I – COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY**, a demand seeking a remedy and alleging liability or responsibility on the part of the insured.
6. **Claim expense** under **SECTION I – COVERAGES**, **COVERAGES E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F - SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY** means reasonable and necessary fees and expenses authorized by us and incurred in the investigation and defense of a **claim** for any applicable **bodily injury**, **property damage**, **environmental damage**, or **professional damages** to which any of the coverage provided by this insurance applies. **Claim expense** does not include any fees for counsel retained by the insured without our written consent, any cost or charge incurred by the insured in assisting in the investigation or defense of a **claim**, including salaries and wages of the insured's in-house counsel or other employee, or any **mitigation expense**.
7. **Clean-up costs** mean reasonable and necessary expenses (including **restoration costs** and legal expenses), incurred with our prior written consent, which consent shall not be unreasonably withheld or delayed, to investigate, abate, contain, treat, remove, remediate, monitor, or dispose of soil, surface water, groundwater or other contaminated media, but only:
   a. To the extent required by **environmental law**; or
   b. For those costs that have been incurred by the government or any political subdivision of the United States of America (including its territories and possessions), Puerto Rico, and Canada for which you are legally liable; or
   c. With respect to Legionella pneumophilia and **microbial matter**, in the absence of a. or b. above, to the extent recommended by an **environmental professional**.

   Clean-up costs do not include **emergency response expense** or costs, charges, or expenses for goods or services of an insured or its parent, subsidiary, or affiliate.

8. **Conveyance** means any **auto**, railcar, train, watercraft, or aircraft. Conveyance does not include pipelines.
9. **Coverage territory** means:
   a. Anywhere in the world, provided the insured's responsibility to pay damages or **loss** for **bodily injury**, **property damage** or **environmental damage**, **cleanup costs**, **emergency response expense**, **professional damages**, or any other amount, injury, or damage for which coverage may be afforded under this policy is determined in a **suit** on the merits in the United States of America (including its territories and possessions), Puerto Rico, Canada or the Gulf of Mexico; or
   b. The United States of America (including its territories and possessions), Puerto Rico, Canada, or the Gulf of Mexico, if the insured's responsibility to pay damages or **loss** for **bodily injury**, **property damage** or **environmental damage**, **cleanup costs**, **emergency response expense**, **professional damages**, or any other amount, injury or damage for which coverage may be afforded under this policy Is not determined in a **suit** on the merits in the United States of America (including its territories and possessions), Puerto Rico, Canada or the Gulf of Mexico

   We assume no responsibility for furnishing certificates or evidence of insurance or bonds, and we will not be liable for any fine or penalty imposed on you for failing to comply with insurance laws.
10. **Emergency response expense** means reasonable and necessary costs, charges, or expenses which qualify as **cleanup-costs** incurred by you: (a) on an emergency basis, to remediate a **pollution incident** that is an imminent and substantial threat to human health or the environment; and (b) for the period of no more than seven (7) consecutive days beginning on the day that the **pollution incident** was first discovered. Such **emergency response expense** does not include any profit element of any insured.
11. **Employee** includes a **leased worker** and a **temporary worker**.
12. **Environmental damage** means contamination of the soil, soil vapor, the atmosphere, any watercourse or body of water (including groundwater) or plant or non-human animal life, buildings, or other structures that result in **clean-up costs**, and under **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. **(3) Transported Cargo Pollution Liability** and a. **(4) Contractors Pollution Liability**, and under **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**, also that may result in **emergency response expense**.
13. **Environmental law** means any federal, state, provincial, municipal, or other local law, statute, ordinance, rule, guidance document, regulation, administrative order, and directive and all amendments thereto, including state voluntary clean-up or risk-based corrective action guidance, related to **environmental damage**.
14. **Environmental professional** means an individual approved and designated by us in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet minimum qualifications, and who maintain specified levels of errors and omissions insurance coverage acceptable to us.
15. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
16. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
17. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
   a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment, or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.
18. **Insured contract** means the following:
   a. With regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE D – GENERAL POLLUTION LIABILITY**, **insured contract** means:
      (1) A contract for a lease of premises. However, that portion of the contract for a lease of premises excess of thirty (30) consecutive days that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;

(2) A sidetrack agreement;

(3) Any easement or license agreement;

(4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

(5) An elevator maintenance agreement;

(6) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury**. **property damage** or **environmental damage** to a third person or organization, provided that such written agreement is signed by you prior to the discovery of the **bodily injury, property damage** or **environmental damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph (6) does not include that part of any contract or agreement:

(i) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(A) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(B) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(ii) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (i) above and supervisory, inspection, architectural or engineering activities.

b. With regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**, **insured contract** means that part of any written contract or agreement, that is scheduled as an Insured Contract by endorsement attached to the policy, under which you assume the tort liability of another party to pay for **bodily injury**, **property damage**, or **environmental damage** to a third person or organization, provided that such written contract or agreement is signed by you prior to the discovery of the **bodily injury**, **property damage**, or **environmental damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

19. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

20. **Loading or unloading** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto a **conveyance**;

b. While it is in or on a **conveyance**; or

c. While it is being moved from a **conveyance** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **conveyance**.

21. **Loss** means:

Solely with regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY** and **F – SCHEDULED LOCATION POLLUTION LIABILITY**:

a. Monetary awards or settlements of compensatory damages for **bodily injury**, **property damage**, or **environmental damage** and where allowable by law, punitive, exemplary, or multiple damages, and civil fines, penalties, or assessments for **bodily injury** or **property damage**;

b. Monetary judgments, award or settlement for medical monitoring costs and environmental monitoring costs, provided that such monitoring is the result of physical **bodily injury** for which you are determined to be legally liable;

c. **Clean-up costs** provided, however, that **loss** does not include **clean-up costs** with regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE F - SCHEDULED LOCATION POLLUTION LIABILITY**, 1. **Insuring Agreements**, a. **Bodily Injury and Property Damage Liability**;

d. **Claim Expense** solely with regard to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY** and **F-SCHEDULED LOCATION POLLUTION LIABILITY**; and

e. **Emergency response expense** solely with regard to the insurance afforded under **SECTION I COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. **(3) Transported Cargo Pollution Liability** and a. **(4) Contractors Pollution Liability**, and under **COVERAGE F- SCHEDULED LOCATION POLLUTION LIABILITY**, 1. **Insuring Agreements**, b. **On-Site Clean-up Costs Liability** and c. **Off-Site Clean-up Costs Liability**.

22. **Microbial matter** means any organism of the kingdom Fungi including spores and mycotoxins released by such organism and Legionella pneumophilia, whether or not such **microbial matter** is living.

23. **Misdelivery** means the delivery of any **cargo** that is liquid product into a wrong receptacle or to a wrong address or the erroneous delivery of one liquid product for another**.**

24. **Mitigation expense** means the cost and expense incurred by the insured in connection with an act, error or omission in the rendering or failure to render **professional services** prior to **claim** made or **suit** brought against the insured:

    a. That is deemed by us to be reasonable and necessary to prevent **professional damages**; and

    b. That reduce or avoid the insured's potential liability to third parties for **professional damages** covered under **SECTION I – COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY** of the Policy; and

    c. That includes, but is not limited to, third-party consultation regarding disputed design flaws, additional reviews and inspections, forensic analysis of designs, and any other costs to remedy the deficiency; and

    d. Which in our sole discretion will prevent a future **claim** or **suit**.

    Mitigation expense does not include: overhead, markup, profit, consequential damages, or cost or expense incurred by the insured for materials supplied or services performed by the insured, unless such costs, charges, or expenses are incurred with our prior written consent.

25. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

        (1) Power cranes, shovels, loaders, diggers, or drills; or

        (2) Road construction or resurfacing equipment such as graders, scrapers, or rollers;

    e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

        (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

        (2) Cherry pickers and similar devices used to raise or lower workers;

    f. Vehicles not described in Paragraphs a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

        However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

        (1) Equipment designed primarily for:

            (a) Snow removal;

            (b) Road maintenance, but not construction or resurfacing; or

            (c) Street cleaning;

        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

26. **Natural resource damage** means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act [16 U.S.C. 1801 et seq.]), any state, local or provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

27. **Non-owned location** means:

a. Any location that is scheduled in a Non-Owned Locations endorsement attached to this policy; or

b**.** For any location other than a location scheduled in a Non-Owned Locations endorsement attached to this policy, **non–owned location** means any location:

(1) That is situated within the United States of America (its territories or possessions) or Canada;

(2) That was not at any time owned, occupied, operated, managed, or leased by an insured or an affiliate of an insured;

And provided further, for each location described in paragraphs a. and b. above, such location must also be either:

(1) A location or warehouse utilized for the storage or distribution of your goods or **your product** for a period not exceeding ninety (90) consecutive days and is not a location of a purchaser or user of **your product**; or

(2) A treatment, storage, or disposal facility utilized by or on behalf of you for waste or recyclable material generated from work or operations on or at a **time-element location** or **scheduled location**, from **your work,** or from **your product** provided that:

(a) Such location is properly licensed to accept and dispose of such waste or recyclable materials and is in compliance with all applicable **environmental law** at the time such waste or recyclable materials were sent to such location; and

(b) Prior to the latter of the time waste or recyclable material was first sent to such location by the insured or on their behalf, and on the first day of the **policy period**, such location or any part thereof, was not subject to:

(i) A Federal information request under Section 104 (e) of the Comprehensive, Environmental Response Compensation and Liability Act or Section 3007 (a) of the Resource Conservation and Recovery Act, or a state or local equivalent request;

(ii) A consent order, consent decree, or corrective action under **environmental law**,

(iii) Being listed or proposed to be listed on the federal National Priorities List (NPL) or any state or local equivalent;

(iv) Current or pending remedial activities required by the laws of Canada or the Province of such location, if the location is situated in Canada; and

(iv) Bankruptcy or financial insolvency and is not owned or operated by a bankrupt or financially insolvent person or entity.

28. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

29. **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

a. False arrest, detention, or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;

e. Oral or written publication, in any manner, of material that violates a person's right to privacy;

f. The use of another's advertising idea in your **advertisement**; or

g. Infringing upon another's copyright, trade dress, or slogan in your **advertisement**.

30. **Policy Period** means the period of time stated in Item 2. of the Declarations however, if the policy is canceled in accordance with **SECTION IV – CONDITIONS**, 3. **Cancellation,** the **policy period** ends on the effective date of such cancellation.

31. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, low-level radioactive material and waste, medical or infectious or pathological waste, waste materials, electromagnetic fields, Legionella pneumophilia, and **microbial matter**.

32. **Pollution incident** means:

a. The discharge, emission, seepage, migration, dispersal, release, or escape of any **pollutants** into or upon the land, or any structure on land, the atmosphere including indoor air, or any watercourse or body of water including groundwater, provided such conditions are not naturally present in the environment in the concentration or amounts discovered;

b. The presence of **microbial matter** on, at, or within buildings or structures; and

c. The presence of **pollutants**, whether contained or uncontained, that have been illegally disposed of or abandoned at a **time-element location** or **scheduled location**, by parties other than an insured, provided such disposal or abandonment is unknown to any insured.

33. **Possible claim** means:

a. under **SECTION I – COVERAGES**, **COVERAGE F- SCHEDULED LOCATION POLLUTION LIABILITY**: a **pollution incident** that you first discover during the **policy period** that you reasonably expect may result in a **claim**; or

b. under **SECTION I – COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY**: an act, error, or omission in the rendering or the failure to render **professional services** that you first discover during the **policy period** that you reasonably expect may result in a **claim**.

34. **Products-completed operations hazard**:

a. Includes all **bodily injury**, **property damage**, or **environmental damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed;

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include **bodily injury**, **property damage**, or **environmental damage** arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment, or abandoned or unused materials.

35. **Professional damages** means:

a. Monetary judgment, awards, or settlement of compensatory damages;

b. Punitive, exemplary, or multiplied damages for which the insured is legally liable but only where insurance coverage for such fines and penalties is allowable by law;

c. Civil fines or penalties assessed against a third party other than the insured for which the insured is legally liable but only where insurance coverage for such fines and penalties is allowable by law;

d. Civil fines or penalties assessed against the insured but only where insurance coverage for such fines and penalties is allowable by law; and

e. **Claim expense** associated with items a. through d. above.

Professional damages does not include: (1) Injunctive or equitable relief; (2) The return or offset of fees charges, or commissions for services rendered or contracted to be provided; (3) Costs and expenses incurred by the insured to redo, change, supplement or fix the insured's work or services, including redesign; (4) Any of the insured's overhead, mark-up or profit; (5) Consequential damages; or (6) Liquidated damages.

36. **Professional services** means those services and activities performed for a fee by you or those acting on your behalf, including but not limited to, architect, engineer, consultant, inspector, technician and surveyor services that you or those acting on your behalf are qualified to perform for others and consistent with your corporate statements of professional qualifications or specifically defined by endorsement attached to the policy.

    Professional services include ordinary technology services provided for others in the course of rendering professional services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any building information management, software, database, internet service, or website including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

37. **Property damage** means:

    a. Physical injury to or destruction of tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. Under **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**, this paragraph a., includes the diminished value of the tangible property that is physically injured;

    b. Loss of use of tangible property that is not physically injured or destroyed arising out of physical injury to or destruction of other tangible property. All such loss of use shall be deemed to occur at the time of the applicable **occurrence**, **pollution incident** or act, error or omission in the rendering or failure to render **professional services** that caused it; and

    c. Under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **E– TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**, **property damage** includes **natural resource damage**.

    Property damage does not include **environmental damage**.

    For the purposes of this insurance, electronic data is not tangible property.

    As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

38. **Responsible manager** means you, your manager or supervisor responsible for environmental affairs, control or compliance, or any other **employee** authorized by you to give or receive notice of a **pollution incident** or **claim**.

39. **Restoration costs** mean reasonable and necessary expenses incurred by you with our written consent to repair or replace damaged real or personal property when such damage occurs because of **clean-up costs** to which this insurance applies. **Restoration costs** shall not exceed the replacement cost of such real or personal property. If repair or replacement results in kind or quality exceeding that of the real or personal property before it was damaged, whether at your option or not, we will not pay for the amount of the betterment.

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40. **Retroactive date** means the date indicated in ITEM 5. of the Declarations or on an endorsement attached to this policy, if any, applicable to a specified coverage. If the term "NONE" appears with respect to a **retroactive date** then a **retroactive date** shall not be applicable. If no entry appears, then the retroactive date is the first day of the **policy period**.
41. **Scheduled location** means a location listed on the Scheduled Locations endorsement attached to this Policy.
42. **Suit** means a civil proceeding in which damages or **loss** because of **bodily injury**, **property damage**, **personal and advertising injury,** or **environmental damage** to which this insurance applies are alleged or in which **professional damages** because of an act, error, or omission in the rendering or failure to render **professional services** are alleged. **Suit** includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
43. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
44. **Time-element location** means a location that is**:**
    a. Owned or occupied by or rented or leased to you;
    b. Not also considered a **non-owned location** or **scheduled location**; and

    provided that coverage for **environmental damage** is only afforded for a **time-element location** situated within the United States of America (its territories or possessions) or Canada.
45. **Transportation** means the movement of **cargo** beyond the boundaries of a location owned or occupied by or rented, or leased to you, including **loading or unloading** of **cargo** in a **conveyance** by the insured or a third-party carrier properly licensed to transport such **cargo** from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement, including **loading** or **unloading**, of **cargo** into, onto, or from a **conveyance** but no longer applies when the **cargo** is off-loaded from the **conveyance**.
46. **Underground storage tank** means any tank that has at least ten (10) percent of its volume below ground at the inception of the **policy period**, or installed thereafter including associated underground piping connected to the tank. An **underground storage tank** does not include a storage tank situated in an underground structure (such as a basement, cellar, mine shaft, or tunnel) if such storage tank is situated upon or above the surface of the floor and the entire surface areas of the tank can be visually inspected.
47. **Volunteer worker** means a person who is not your **employee**, who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.
48. **Your product**:
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of **your product**; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
49. **Your work**:

a. Means:
   (1) Work or operations performed by you or on your behalf; and
   (2) Materials, parts, or equipment furnished in connection with such work or operations.

b. Includes:
   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
   (2) The providing of or failure to provide warnings or instructions.

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Endorsement No:	15
This endorsement, effective:	November 30, 2024 (at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)
forms a part of Policy No:	0311-5936
Issued to:	Holloway Environmental, LLC
by:	Allied World National Assurance Company

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Any organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.

Solely with respect to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, it is agreed that the following is added to **SECTION IV – CONDITIONS**, 15. **Other Insurance**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured shown in the Schedule under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

By: 

Joseph Cellura

Title: **President, North American Casualty Division**

Date: **January 3, 3024**

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CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

   YES:_____ NO:__X___. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Answering YES to the question above does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Jeremy Bowman 07/22/2025

Signature of Authorized Individual — Date

Jeremy Bowman

Printed or Typed Name of Authorized Individual

Holloway Environmental Solutions

Print or Type Name of Company

CONTRACT FOR DISPOSAL OF BIOSOLIDS GENERATED AT THE VISALIA WATER RECLAMATION FACILITY

This Agreement, entered into and effective this ___ day of _____ , 2025 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and **Holloway Environmental Solutions, LLC** hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an LLC with a primary business address of 5060 California Ave. Suite 710, Bakersfield, CA 93309 and SSN or EIN: 82-0860017; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires to enter into a contract for the project work.

WHEREAS, City of Visalia reviewed and evaluated responses to an informal bid inquiry and determined to award the Project to CONTRACTOR; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the project work pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period." Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/ or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	Contractor's Proposal No. 25-020.02

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Contractors Proposal No. 25-020.02.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	Not to Exceed $144,000.00 annually at Contractor's per ton rate bid.
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____ By: _____

Authorized Officer: I certify under the penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By: _____
City Manager

Dated: _____ By: _____
City Attorney

Dated: _____ By: _____
City of Visalia Risk Manager

Dated: _____ By: _____
City of Visalia Project Manager

EXHIBIT "C, Attachment 1"

GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR Holloway Environmental Solutions, LLC
5060 California Ave, Suite 710
Bakersfield, CA 93309

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

K. **Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor /vendor/ consultant is caught carrying a gun, without City permission, their contract will be terminated.

L. **Executive Order N-6-22** - Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT "C, Attachment 2"

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full tenn of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self- insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s'l Insurance.** If CONTRACTOR utilizes one or more subcontractors in the perfonnance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the perfonnance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

   (1) bodily injury;
   (2) personal injury;
   (3) broad fonn property damage;
   (4) contractual liability;
   (5) cross-liability;
   (6) products and completed operations liability

4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

Visalia City Council

Staff Report

File #: 25-0351 **Agenda Date:** 8/18/2025 **Agenda #:** 14.

Agenda Item Wording:
Record Final Subdivision Map - Request authorization to record the final map for Shepherds Ranch II Phase 1, located on the east side of Clancy Street, approximately ¼ mile south of West Goshen Avenue (72 lots).

Prepared by:
Luqman Ragabi, Assistant Engineer, Luqman.ragabi@visalia.city, (599) 713-4362
Adrian Rubalcaba, Senior Project Manager, adrian.rubalcaba@visalia.city (559)713-4507
Jason Huckleberry, Engineering & Building Director, jason.huckleberry@visalia.city, (559) 713-4495.

Department Recommendation: Staff recommends that City Council authorize the recordation of the final map for Shepherds Ranch II Phase 1, located on the east side of Clancy Street, approximately ¼ mile south of West Goshen Avenue.

Summary:
The Shepherds Ranch II Subdivision will subdivide 40.44 acres into 200 lots for single-family residential subdivision and additional lots for landscaping, park, and trail purposes. The 40.44 acre site consists of one currently undeveloped parcel and is planned to be developed in three phases. The final map Shepherds Ranch II Phase 1 will subdivide approximately 17 acres into 72 lots and three lettered out lots designated for Landscape and Lighting District (LLD) purposes. The remaining 24-acres will be completed as part of Phase 2 and Phase 3 of the Subdivision.

The proposed subdivision will provide internal, 60-foot-wide public local streets containing full improvements (curb, gutter, parkway landscaping, sidewalks and street lights) and underground infrastructure (sewer lines, storm drainage, gas electricity and water). Primary access to the subdivision will be from Shirk Street, which is identified as an arterial. Secondary access will be provided from Clancy Street.

This final map for Shepherds Ranch II Phase 1 is ready for recording. All bonds, cash payments, subdivision agreement, and final map have been submitted by the developer, DR HORTON., and are in the possession of the City as follows: 1) An executed subdivision agreement; 2) Faithful Performance Bond in the amount of $7,745,180.10 and Labor and Materials Bond in the amount of $3,872,590.05; 3) cash payment of $626,071.70 distributed to various accounts to cover City fees; and 4) final map

Landscape and Lighting Assessment District No. 23-01 was originally established for Shepherds Ranch I and approved by Council on June 10, 2024. On June 16, 2025, the district was amended to annex all phases of the Shepherds Ranch II subdivision, as documented in Resolution 2025-42 and the executed Engineer's Report (attached). The annexation of Shepherds Ranch II into District 23-01 increases the total number of assessable lots to 241; however, 10 of these lots are currently designated for a temporary storm drainage basin. These 10 lots will be owned and maintained by a

Homeowners Association (HOA) and will not be included in the District assessment at this time.

If the HOA fails to maintain the temporary basin, the City may assume maintenance responsibilities, which would result in an increase to the annual per-lot assessment for properties within the District to cover the additional cost.

No action is necessary at this time for the landscape assessment district for Shepherd's Ranch 2. All new landscaping installed with this development will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELO). MWELO required that landscaping and irrigation plans be certified by a qualified entity (i.e., a Landscape Architect) as meeting the State and City's water conservation requirements. In addition, MWELO increases water efficiency standards for new landscapes through use of more efficient irrigation systems, inclusion of drought tolerant plan and tree species, and by limiting the portion of landscape that can be covered in turf.

Background Discussion:
The Faithful Performance Bond covers the cost of constructing the public improvements noted in the subdivision agreement and the Labor and Material Bond covers the salaries and benefits as well as the materials supplied to install the required public improvements. As required by the Subdivision Ordinance, the Faithful Performance Bond covers 100% of the cost of the public improvements. The Labor and Material Bond is valued at 50% of the Faithful Performance Bond. A Maintenance Bond valued at 10% of the cost of the public improvements will be required prior to recording the Notice of Completion. The Maintenance Bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement. The cash payment covers Development Impact Fees such as storm water acquisition, waterways, sewer front foot fees, and any outstanding plan check and inspection fees. The plan check and inspection fees are estimated at the beginning of the final map process and are not confirmed until the subdivision agreement is finalized. Differences are due in cash at the time of City Council approval of the map.

The Landscape and Lighting Assessment District No. 23-01 was established for Shepherds Ranch 1 and approved by Council on June 10, 2024. The assessment district was amended on June 16, 2025 to include the Shepherd's Ranch 2 development, see attached Resolution 2025-42 adding the Shepherd's Ranch 2 development into LLAD 23-01.

The City of Visalia has been allowing the developers of subdivisions to form assessment districts under the Landscape and Lighting Act of 1972, and now under Proposition 218, in lieu of using homeowners associations for the maintenance of common features such as landscaping, irrigation systems, street lights, street trees, and local streets. The maintenance of these improvements is a special benefit to the development and enhances the land values to the individual property owners in the district.

Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final map is a ministerial action. Specifically, Section 16.24.080 limits the City Council's action to the specific determination that the final map conforms substantially to the contents of the tentative map, Chapter 16, and the Subdivision Map Act, and provides in pertinent part that "if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall approve the map (emphasis added)." Disapproval based upon any other reasons would be outside the authority of the Council for this particular action. The Council may reject any and all offers of dedication in the final map pursuant to Section 16.24.080, and require that the City Engineer so

indicate on the map, however staff's recommendation is that the City Council authorize recordation of the final map and accept all offers of dedication as previously described in this report.

Fiscal Impact: 72 lots will start contributing to the landscape and lighting assessment district (L&LD 23-01) created for maintenance of common features related to this subdivision. The annual lot assessment will be $1,378.57 per lot reflecting that the temporary basin will be owned and maintained by the HOA. Should the HOA fail to maintain the basin, the City may assume maintenance responsibility through the District, resulting in an increased assessment of $1,479.53 per lot.

Prior Council Action: On June 10, 1987 Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions.

Other: On June 26, 2023 The Tentative subdivision map for Shepherds Ranch II (Tentative Subdivision Map No. 5589) was approved by the Planning Commission.

On June 10, 2024, City Council approved recording of Shepherds Ranch 1 and L&LD 23-01

On June, 2025 Landscape and Lighting Committee reviewed and approved the amendment of L&LD 23-01.

On June 16, 2025, City Council approved the amendment of L&LD 23-01 to include the Shepherd's Ranch 2 development.

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recordation of the final map for Shepherd Ranch II Phase 1.

Environmental Assessment Status: Complete

CEQA Review: Mitigated Negative Declaration No. 2023-32.

Deadline for Action: 8/18/2025

Attachments:
1. Final Map
2. Aerial Map
3. Resolution 2025-42
4. Executed Engineer's Report
5. Development Disclosure

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES, WATER LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).
2. BLOCK WALL EASEMENTS IN FAVOR OF THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF BLOCK WALLS AS SHOWN HEREON AND DESIGNED AS "BWE" (BLOCK WALL EASEMENT).
3. RIGHTS OF WAY FOR NORTH CLANCY STREET, GROVE AVENUE, NICHOLAS AVENUE, SHASTA STREET, EVEREST STREET, TOMMY AVENUE, PIERRE STREET, MARIE STREET AND ALLEN AVENUE, IN FEE TO THE CITY OF VISALIA.
4. OUTLOT A AND OUTLOT B FOR LANDSCAPE PURPOSES, PUBLIC UTILITIES, SIDEWALKS, BLOCK WALLS, AND OTHER PUBLIC PURPOSES.
5. OUTLOT C FOR PUBLIC PARK, TRAIL AND LANDSCAPE PURPOSES.

DR HORTON CA3, INC., A DELAWARE CORPORATION

BY: _____ _____

DAVID HATCH, VICE PRESIDENT AND PRESIDENT OF THE DIVISION — DATE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }

COUNTY OF _____ }

ON _____ BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY

APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

_____
PRINT NAME

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0928E AND 06107C0909E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITHIN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITHIN ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING. THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUE AND THE CALCULATED MINIMUM FINISHED FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

SHEPHERDS RANCH II - PHASE 1

BEING ALL OF PARCEL 1 PER PARCEL MAP NO. 5448, RECORDED IN VOLUME 55 OF PARCEL MAPS, AT PAGE 56, TULARE COUNTY RECORDS, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.

IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

APRIL 2025

CONSISTING OF SIX (6) SHEETS & 17.717 ACRES.

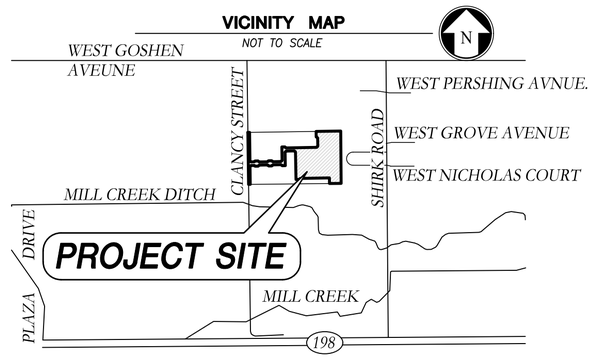
FOR: **DR HORTON - CENTRAL VALLEY DIVISION**
419 W. MURRAY AVENUE
VISALIA, CA, 93291

BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

VICINITY MAP

NOT TO SCALE



LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP 5448, FILED IN VOLUME 55 OF PARCEL MAPS, AT PAGE 56, OFFICIAL RECORDS OF TULARE COUNTY.

VERTICAL DATUM NOTE

BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE CONVERTED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. ___-___, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA" ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DR. HORTON ON OCTOBER, 2021 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED ON OR BEFORE DECEMBER 31, 2026 AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR
ANTONIO S. WESTERLUND
No. 9399
STATE OF CALIFORNIA
DRAFT

Final Final Submittal 5-29-2025

_____ _____
ANTONIO S. WESTERLUND, P.L.S. 9399 — DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

_____ _____
MICHAEL E. LONG, PLS 6815 — DATE
CITY SURVEYOR

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON JUNE 26, 2023.

_____ _____
BY: PAUL BERNAL — DATE
PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE _____DAY OF_____, 20_____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING THE LANDSCAPE LOTS, PUBLIC UTILITY EASEMENTS, BLOCK WALL EASEMENTS, AND STREETS OFFERED FOR DEDICATION, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS _____ DAY OF _____, 20_____.

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

BY : _____
CHIEF DEPUTY CITY CLERK

BOARD OF SUPERVISORS' STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS _____ DAY OF _____, _____.

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY : _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NUMBER:_____ FEE PAID_____

FILED THIS _____ DAY OF _____, 20_____, AT_____M.

IN VOLUME_____ OF MAPS, AT PAGE_____ TULARE COUNTY RECORDS, AT THE REQUEST OF QK.

TARA K. FREITAS, CPA

TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY : _____
DEPUTY

L:\PROJECTS\2021\210315\ACAD\FINAL MAP\FM-PHASE 1\DWG\210315-FM.DWG 5/22/2025 3:29 PM

OVERALL BOUNDARY

TSM 5589

SHEPHERDS RANCH II - PHASE 1

BEING ALL OF PARCEL 1 PER PARCEL MAP NO. 5448, RECORDED IN VOLUME 55 OF PARCEL MAPS, AT PAGE 56, TULARE COUNTY RECORDS, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.

IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

APRIL 2025

CONSISTING OF SIX (6) SHEETS & 17.717 ACRES.

N1/4 COR S28-18/24
FOUND 2" BRASS DISK, STAMPED "CITY OF VISALIA", FLUSH IN PAVEMENT PER LS32-31

WEST GOSHEN AVENUE
N89°52'05"E 2643.07'M/P1

NE COR. S28-18/24
FOUND 2" BRASS DISK, STAMPED "CITY OF VISALIA", FLUSH IN PAVEMENT PER PM20-09

1036.56'M/P1

FOUND AND ACCEPTED 2" BRASS DISK IN CONCRETE, STAMPED "LS 5985", DOWN 6" PER PM20-09

300.31'M/P1
1336.88'M/P1

1341.29'M/P1

KELSEY TRACT SUBDIV. 1 RM16-04, T.C.R.

36

PARCEL 4
PM NO.,4597
PM47-02, T.C.R.

PARCEL 5
PM NO.,4597
PM47-02, T.C.R.

PM4664
PM47-69, T.C.R.

11 12 13 14 15

32.00'M/P1

SOUTH LINE OF KELSEY TRACT. LINE ESTABLISHED PER P1

S.F.N.F.

S.F.N.F.

S.F.N.F.

S.F.N.F.

S.F.N.F.

N89°46'20"E 2641.45'M/P1

1761.50'M/P1

452.98'M/P1

879.95'M/P1

16.72' M/P1

FOUND AND ACCEPTED 3/4 IRON PIPE, TAGGED "PLS 5985", DOWN 6" PER PM47-02

6.00' EASEMENT IN FAVOR OF SCE PER INSTRUMENT NO. 40648 BOOK 2871, PAGE 971, T.C.R.

N00°09'28"E 14.07'M/P1

FOUND AND ACCEPTED 1/2" IRON PIPE, NO TAG, DOWN 4" PER PM20-09

LOT B

ALLEN AVENUE

40'

NORTH CLANCY STREET (ROAD 88)

BASIS OF BEARINGS

THE BEARING OF NORTH 00°05'16" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 28, T.18S., R.24E., M.D.B.&M. AS SHOWN ON PARCEL MAP NO. 5448, RECORDED JANUARY 15, 2025, IN VOLUME 55 OF PARCEL MAPS, AT PAGE 56, T.C.R. WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

PARCEL 2
PM NO. 5448
PM55-56 T.C.R.

1 2 3 4 5 6 7 8 32 33

STREET

SHEPHERDS RANCH 1 RM45-26, T.C.R.

MICHELLE

494.92'M/P1

512.01'M/P1
495.29'M/P1

FOUND AND ACCEPTED 1/2" IRON PIPE, NO TAG, PER PM20-09 DOWN 4", PER P1.

N89°58'07"E 879.93'M/P1

1320.07'M/P1

N00°09'28"E 2673.66'M/P1

SURVEY NOTES

1. ALL DISTANCES SHOWN HEREON ARE GRID DATA. TO OBTAIN GROUND DATA, DIVIDE GRID DATA BY THE PROJECT SPECIFIC COMBINATION FACTOR OF 0.999944. GEIOD18 WAS USED TO OBTAINED ELEVATION DATA PERTAINING SCALE FACTORS.
2. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET, UNLESS OTHERWISE NOTED.

N

100' 0' 100'

SCALE: 1"= 100'

N00°09'28"E 989.85'M/P1

494.92'M/P1

PARCEL 2
PM NO.1908
PM20-09, TCR

SHIRK ROAD (ROAD 92)

494.97'M/P1

20.00'

BASIS OF BEARINGS
N00°05'16"E 2669.24'M/P1
997.78'M/P1
1327.95'M/P1

40'

FOUND AND ACCEPTED 1/2" REBAR, TAGGED "PLS 5985", PER LS32-31

PARCEL 3
PM NO. 5448
PM55-56 T.C.R.

6.00' EASEMENT IN FAVOR OF SCE PER INSTRUMENT NO. 36367 BOOK 2230, PAGE 626 T.C.R.

1320.00' M/P1

1760.26'M/P1

FOUND AND ACCEPTED 1/2" IRON PIPE, TAG ILLEGIBLE, DOWN 6", PER LS32-31

N89°58'18"E 2640.19'M/P1

232.80'M/P1

207.46'M/P1

879.93' M/P1
859.93' M/P1

329.81'M/P1

FOUND AND ACCEPTED 1/2" IRON PIPE, NO TAG, DOWN 4" PER PM20-09

330.17'M/P1

CENTER 1/4 COR. S28-18/24
FOUND AND ACCEPTED 3/4" IRON PIPE, TAGGED "PLS 5985", DOWN 6" PER LS32-31

N89°57'50"E 2639.79'M/P1

E 1/4 COR. S28-18/24
POSITION ESTABLISHED PER P1

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SEE SHEET 3 FOR LEGEND, SUBDIVISION BOUNDARY, SHEET INDEX, AND REFERENCES

TSM 5589

PHASE BOUNDARY AND SHEET INDEX

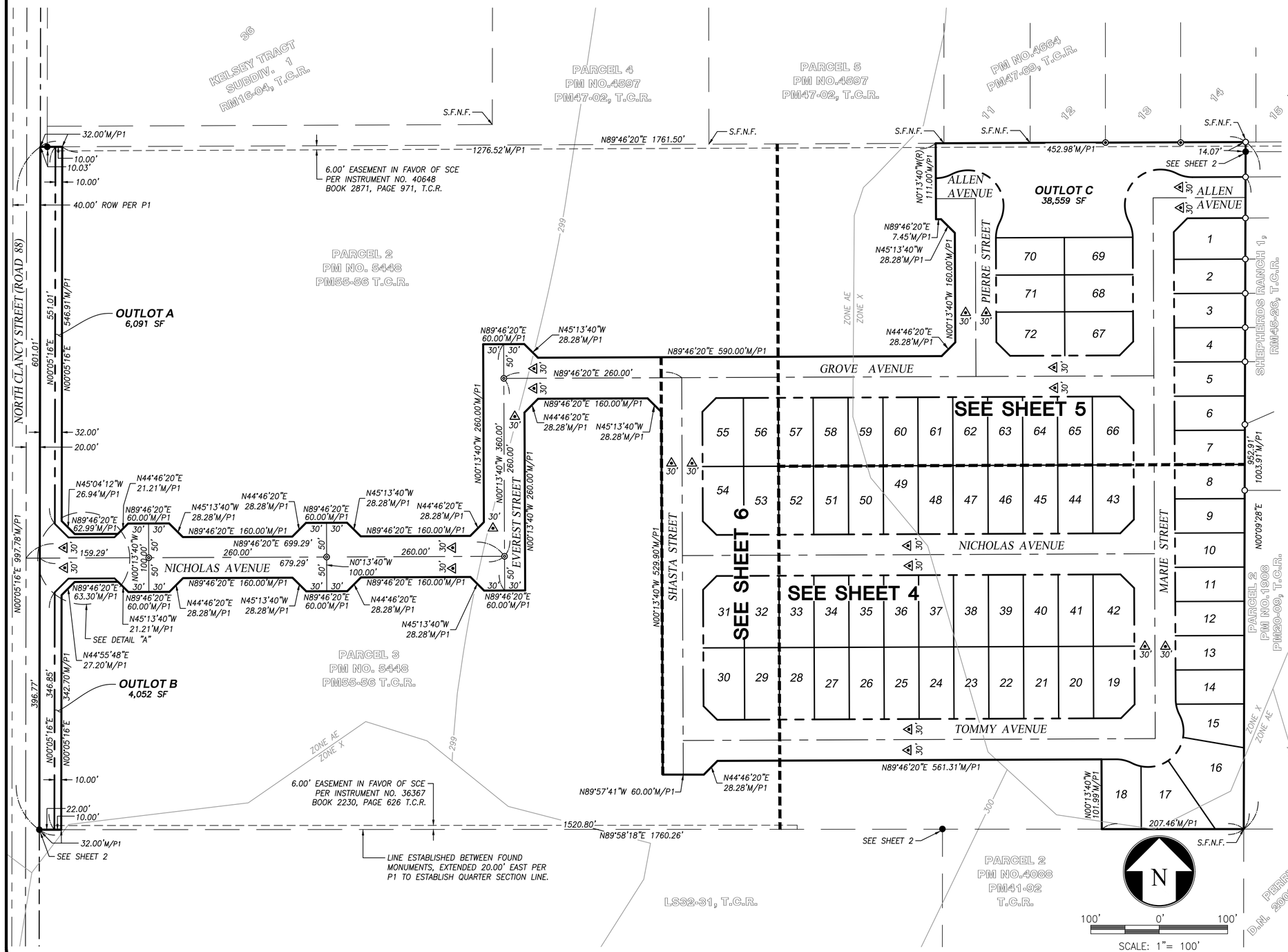
SHEPHERDS RANCH II - PHASE 1

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IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

APRIL 2025

CONSISTING OF SIX (6) SHEETS & 17.717 ACRES.



LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- FOUND AND ACCEPTED SECTION CORNER AS NOTED.
- FOUND AND ACCEPTED EXISTING SECTION QUARTER CORNER AS NOTED.
- FOUND AND ACCEPTED CENTER QUARTER CORNER AS NOTED.
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- FOUND MONUMENT AS NOTED.
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- 3/4" IRON PIPE TAGGED "PLS 9399" TO BE SET PER T1
- DENOTES A 10.00' PROJECTION OF SIDE LOT LINES
- SECTION QUARTER CORNER AS NOTED

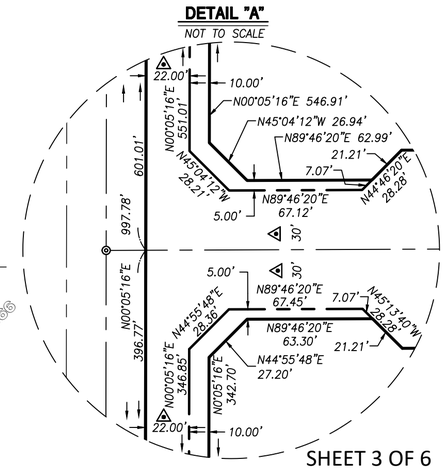
BWE	BLOCK WALL EASEMENT
PUE	PUBLIC UTILITY EASEMENT
D.N.	DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY
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S.F.N.F.	SEARCHED FOR, NOTHING FOUND
T.C.R.	TULARE COUNTY RECORDS

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- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES
- SHEET INDEX
- –XXX– ZONE AE / ZONE X — BASE FLOOD ELEVATION & ZONING

REFERENCES

P1	PARCEL MAP NO. 5448, PM55–56, T.C.R.
T1	SHEPHERDS RANCH 1, RM45–26, T.C.R.

DETAIL "A"
NOT TO SCALE



SCALE: 1"= 100'

SEE SHEET 2 FOR BASIS OF BEARINGS AND OVERALL BOUNDARY

SHEET 3 OF 6

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IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

APRIL 2025

CONSISTING OF SIX (6) SHEETS & 17.717 ACRES.



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SEE SHEET 2 FOR BASIS OF BEARINGS AND OVERALL BOUNDARY
SEE SHEET 3 FOR SUBDIVISION BOUNDARY, SHEET INDEX, AND REFERENCES

TSM 5589

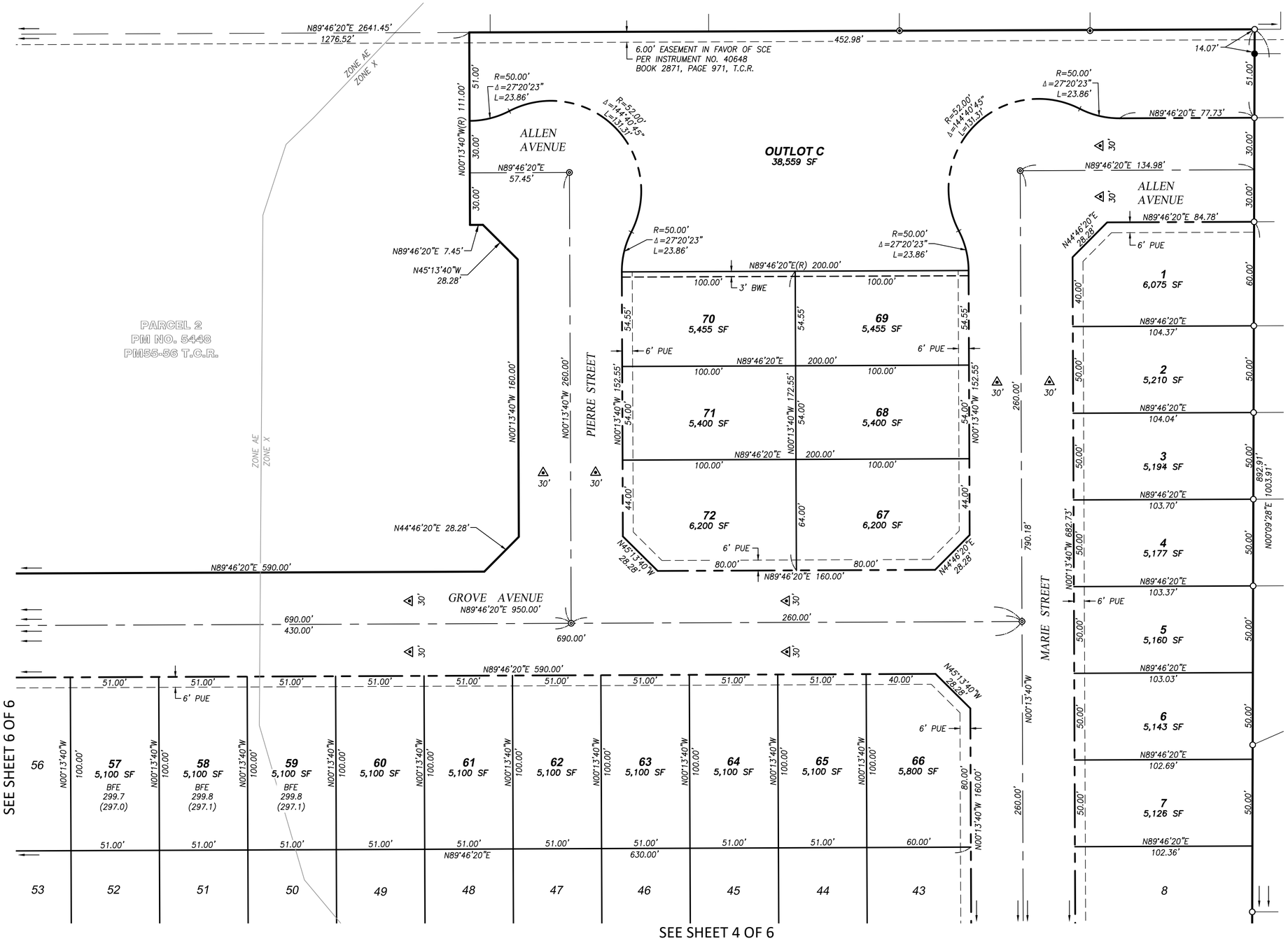
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IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

APRIL 2025

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EXCEPTION TO PROJECTION DISTANCE:

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N

40' 0' 40'

SCALE: 1"= 40'

SEE SHEET 6 OF 6

SEE SHEET 4 OF 6

SEE SHEET 2 FOR BASIS OF BEARINGS AND OVERALL BOUNDARY
SEE SHEET 3 FOR SUBDIVISION BOUNDARY, SHEET INDEX, AND REFERENCES

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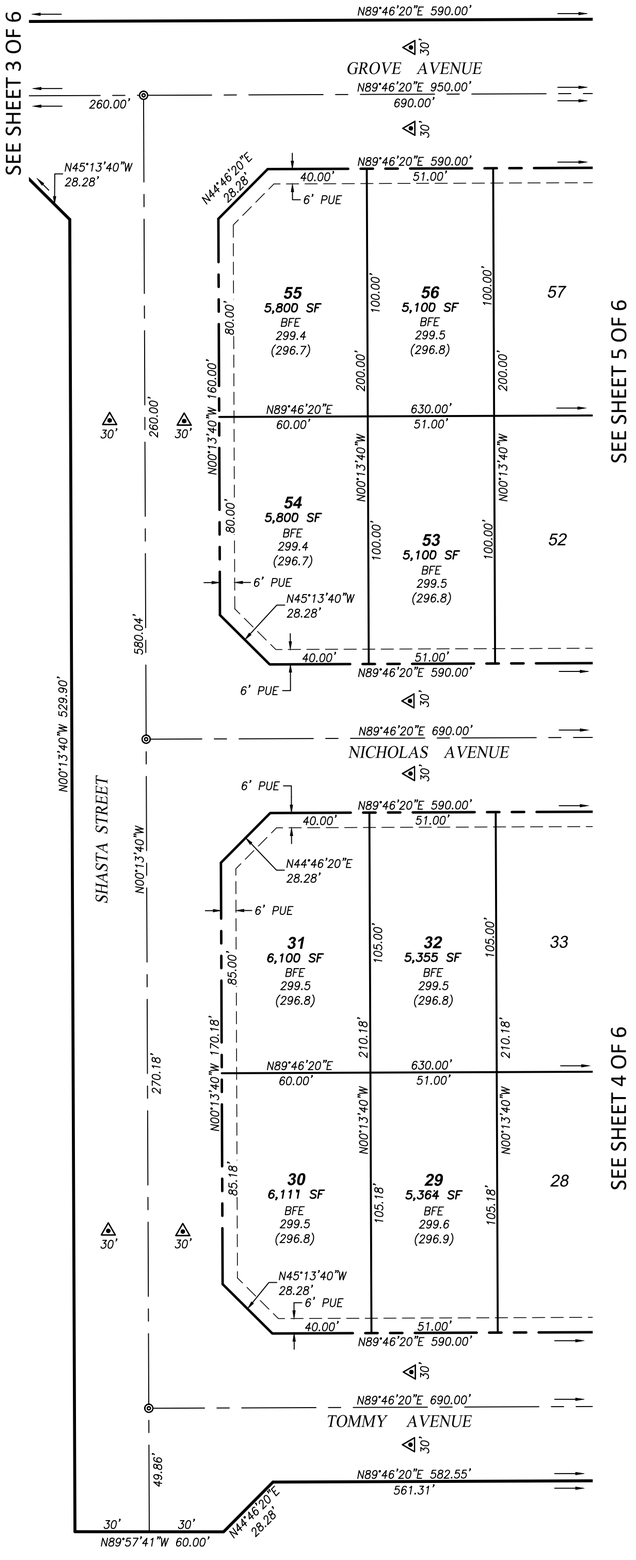
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IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

APRIL 2025

CONSISTING OF SIX (6) SHEETS & 17.717 ACRES.



PARCEL 3
PM NO. 5448
PM55-56 T.C.R.

LEGEND

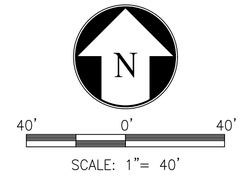
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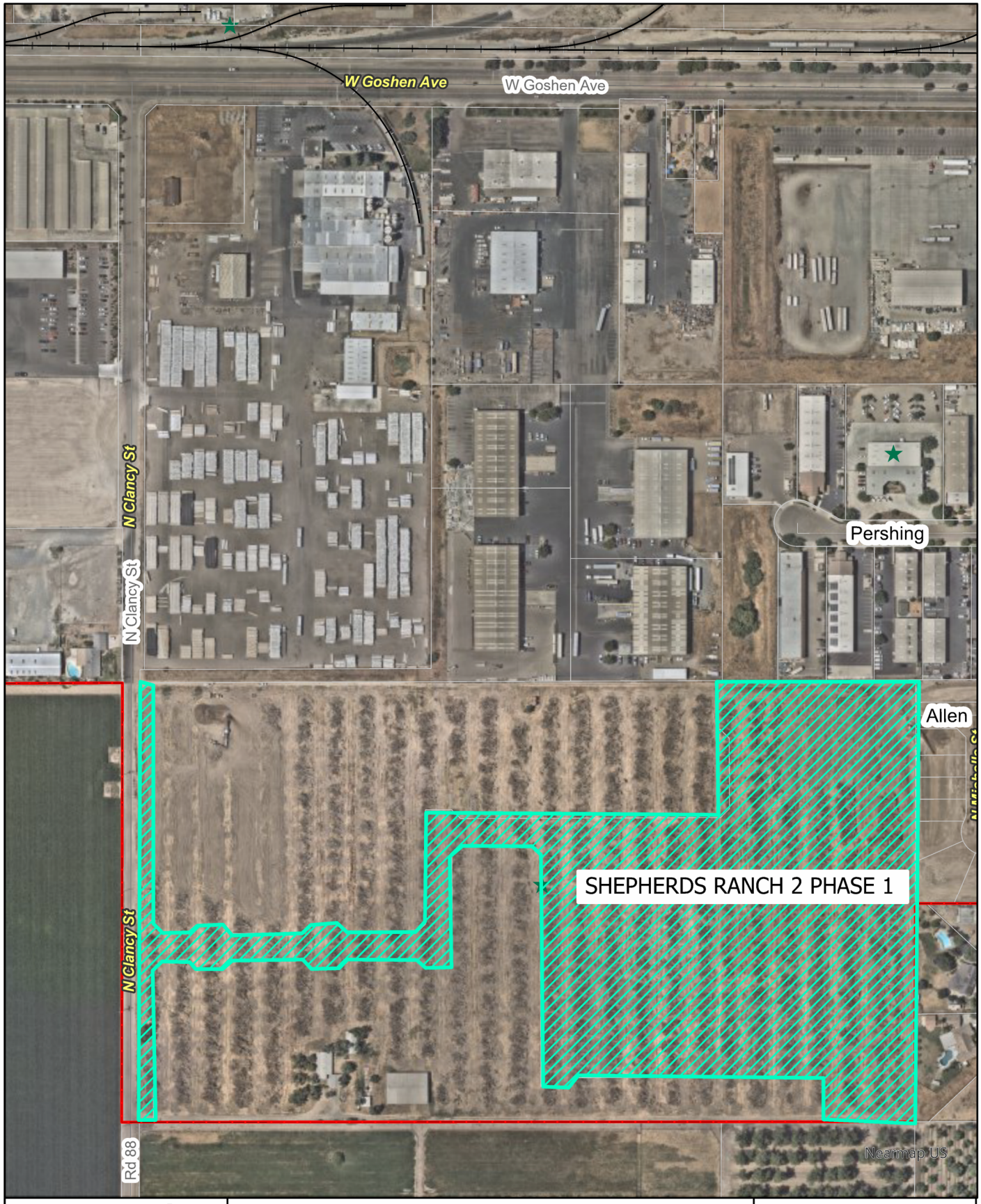
⊗ DENOTES A 10.00' PROJECTION OF SIDE LOT LINES



SCALE: 1"= 40'

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SEE SHEET 2 FOR BASIS OF BEARINGS AND OVERALL BOUNDARY
SEE SHEET 3 FOR SUBDIVISION BOUNDARY, SHEET INDEX, AND REFERENCES



Legend

- City Limits
- Parcels

Aerial Map

SHEPHERDS RANCH 2 PHASE 1

0 87.5 175 350 525 700 Feet

N

RESOLUTION NO. 2025-42

RESOLUTION FOR AMENDMENT
TO ASSESSMENT DISTRICT NO. 23-01
Shepherds Ranch
(Pursuant to Landscape and Lighting Act of 1972)

WHEREAS, the City Council of the City of Visalia, during a meeting held on June 16th, 2025, at 7:00 p.m. in the Visalia City Council Chambers, located at 707 West Acequia Avenue, reviewed and approved the Amendment of the improvements being maintained within Landscape and Lighting District No. 23-01; and

WHEREAS, the Amendment to Landscape and Lighting District No. 23-01 will specifically include Phase 2 of the Shepherds Ranch subdivision, which includes additional maintenance for local street pavement, block walls, street trees, street lighting, and landscaping and related pocket park amenities, and temporary storm basin maintenance; and

WHEREAS, an Engineer's Report amending Landscape and Lighting District No. 23-01 has been prepared and determined that the changes will decrease the assessment.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. It is the intent of the Visalia City Council to levy and collect assessments within Landscape and Lighting District No. 23-01.

2. District No. 23-01 is located on the west side of Shirk Street between Pershing Court and West Hurley Avenue.

3. The Amendment will include Shepherds Ranch 2 Subdivision.

4. In addition to the improvement modifications, the City Council is approving the Amendment pursuant to the Landscaping & Lighting Act of 1972, (Section 22500 and following, Streets & Highways Code) of additional territory into Landscape and Lighting District No. 23-01.

5. The Amendment adds 40 acres into Landscape and Lighting District No. 23-01, consisting of 200 single-family lots, with 10 of such lots being the temporary basin which will be owned and maintained by the HOA and not subject to any taxes as common area so long as they are owned by the HOA, so there will only be 190 single family lots added. Improvements include 105 street trees, 200 landscape trees, 107,892 square feet of landscape area, 41 streetlight, 3090 linear feet of block wall, 390,847 square feet of local street pavement area, and other applicable equipment and improvements to be maintained as referenced in the Engineer's Report.

6. The City Engineer has updated the engineer's report for Landscape and Lighting District No. 23-01, a copy is on file with the City Clerk, and it shows a full and detailed description of the improvements with the modifications described above, the boundaries of the assessment district as modified, and the proposed assessments upon the assessable lots and parcels of land within the district. With these modifications and changes, the per lot assessment will decrease from $1,957.65 per lot to $1,378.57 per lot or $1,479.53 per lot if the temporary storm drainage basin is not maintained by the Shepherds Ranch Homeowners Association ("HOA") and the district is required to maintain the basin. The basin maintenance costs will not be charged if the HOA maintains the temporary basin

and will be removed when the temporary basin is removed and replaced. These fees can also be reduced if the temporary basin is removed and the 10 lots are required to be annexed into the District, to which the 10 lots will be assessed the current lot assessment at the time.

7. The amended district shall continue with the designation "Assessment District No. 23-01, City of Visalia, Tulare County, California" and shall include the land shown on the map designated "Assessment Diagram, Assessment District No. 23-01, City of Visalia, Tulare County, California", which is on file with the City Clerk and is hereby approved and known as "Shepherds Ranch."

PASSED AND ADOPTED: June 16, 2025 LESLIE B. CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2025-42 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 16, 2025.

Dated: June 16, 2025 LESLIE B. CAVIGLIA, CITY CLERK

Reyna Rivera

By Reyna Rivera, Chief Deputy City Clerk

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 23-01
Shepherds Ranch
Fiscal Year 2025-26

Annual Cost Increase

This assessment district shall be subject to an automatic annual increase derived by the following formula:

year "n" assessment = ($318,448.83) (1.05)$^{(n-1)}$

where "n" equals the age of the assessment district with year one (1) being the year that the assessment district was formed;

However, in no case shall the assessment be greater than 1) The actual cost of providing the benefit conferred to each parcel plus any prior years' deficit and less any carryover, as determined annually or; 2) a 10% increase over the prior year's assessment.

The reserve fund shall be replenished as necessary to maintain a level of 10% of the estimated maintenance cost so long as the annual assessment change does not exceed the limits identified above.

Example 1) The year four estimated costs are $347,109.23 [a 9% increase over the base year assessment of $318,448.83]. The ceiling on the assessment increase for year four would be $368,644.33 [ceiling ($318,448.83) (1.05)$^{(4-1)}$]. The assessment would be set at $347,109.23 or the actual cost of providing the maintenance effort.

Example 2) The year four assessment is estimated at the actual cost of providing the maintenance effort of $359,847.18 [a 7% increase over the previous year assessment and a 13.0% increase over the base year assessment]. The ceiling on the assessment increase for year four would be $368,644.33 [ceiling = ($318,448.83) (1.05)$^{(4-1)}$]. The assessment would be set at $359,847.18 or the actual cost of providing the maintenance effort because it is less than the ceiling amount and the year-to-year increase is less than the 10% cap on increases in any given year.

Example 3) The year four assessment is $347,109.23 [a 9% increase over the base year assessment $318,448.83] and damage occurred to the masonry wall raising the year five assessment to $423,473.26 [a 22% increase over the previous year assessment]. The year five assessment will be capped at $381,820.15 , a 10% increase over the previous year and under the ceiling of $387,076.54 [ceiling = ($318,448.83) (1.05)$^{(5-1)}$]. The difference of $41,653.11 will be recognized as a deficit and carried over into future years' assessment.

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 23-01
Shepherds Ranch
Fiscal Year 2025-26

City Engineer Certification

I hereby certify that this report was prepared under my supervision and this report is based on information obtained from the improvement plans of the subject development.

8/5/25

Christopher Crawford
City Engineer

Date

CITY OF VISALIA
Disclosure Development Project

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): 081-030-080-000

Short Title or Name of proposed project: Shepherds Ranch II (Phase 1)

Summary description of the proposed project: D.R. Horton is applying for the Lighting and Landscape District Annexation and Formation.

PROPERTY OWNER(S):

If more than two owners, please provide information and signature(s) on a separate sheet.

Name (print) D.R. Horton CA3, Inc.

Mailing Address 419 W Murray Ave, Visalia, CA 93291

Phone (559) 636-9850

Name (print) _____

Mailing Address _____

Phone _____

Statement: I/We declare under penalty of perjury that I am/we are the legal owner(s) of the property involved in this application. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

July 3, 2025
Date

Property Owner Signature

David Hatch
Division President
Print Name & Title

Date

Property Owner Signature

Print Name & Title

OTHER INVOLVED PARTIES:

Fill in all that apply.

It is planned that the property will be sold to D.R. Horton CA3, Inc., a Delaware Corporation
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder D.R. Horton

Mailing Address 419 W Murray Ave, Visalia, CA 93291

Phone (559) 636-9850 Fax _____

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

D.R. Horton CA3, Inc. - David Hatch - Division President, Vince McCarrie - Region President, Paul J. Romanowski - CEO and Bill W. Wheat CFO

NOTICE: If the above information regarding ownership and interest in this property changes before the project goes before City Council or Planning Commission, it is the responsibility of such parties to notify the City of Visalia of this change(s).

File #: 25-0352 **Agenda Date:** 8/18/2025 **Agenda #:** 15.

Agenda Item Wording:
Approve a contract amendment with Mike Clark Trucking - Approve an amendment to the contract with Mike Clark Trucking to increase the annual not-to-exceed amount from $170,000 to $226,800 to haul biosolids from the Visalia Water Reclamation Facility.

Prepared by: Ben Litwack, Public Works Manager, 713-4671, ben.litwack@visalia.city
Nick Bartsch, Public Works Director, 713-4052, nick.bartsch@visalia.city

Department Recommendation: Staff recommends that Council approve an amendment to contract C25072 with Mike Clark Trucking to increase the annual not-to-exceed amount from $170,000 to $226,800 to haul biosolids from the Visalia Water Reclamation Facility. The appropriation for this increase is being requested in another, related staff report on this agenda.

Summary:
The City of Visalia contracts with Mike Clark Trucking to haul biosolids from the Visalia Water Reclamation Facility to disposal sites. Due to reduced capacity at the Tulare County Landfill, the City now intends to utilize Holloway Environmental in Lost Hills, CA, which can accept the necessary volumes to meet regulatory deadlines. This alternative location increases haul distance and transportation costs, making the current contract limit of $170,000 inadequate. Staff is requesting an increase to the contract's annual not-to-exceed amount to $226,800 to support the higher cost of hauling biosolids over a longer distance.

Background Discussion:
The City of Visalia contracts with Mike Clark Trucking for the transportation of biosolids generated at the Visalia Water Reclamation Facility (WRF) to designated disposal facilities. Historically, the City has relied on the Tulare County Landfill to accept biosolids for final disposal. However, due to specialized handling requirements and the landfill's obligation to prioritize disposal services for other regional agencies, biosolids acceptance capacity has been significantly reduced. The landfill now limits the City to disposing only 100 tons every other week.

As a result, the City has identified Holloway Environmental in Lost Hills, CA as an alternate disposal site with the capacity to accept the volumes required to meet the Waste Discharge Requirements (WDRs) set forth by the State Water Resources Control Board.

Utilizing Holloway Environmental as the primary biosolids disposal site will increase the average haul distance and duration for each trip, resulting in higher overall transportation costs. The existing annual contract limit of $170,000 is insufficient to cover the increased hauling frequency and distance required to transport the full 2024 biosolids stockpile as well as ongoing biosolids production.

To accommodate this shift, staff is requesting an increase to the not-to-exceed amount for Contract C25072 with Mike Clark Trucking, raising it to $226,800 for the current fiscal year. This amount

reflects the estimated cost of hauling biosolids to Holloway Environmental at an average rate of approximately 200 tons per day, five days a week, using seven covered trucks.

Fiscal Impact: Staff believe it will take up to 30 working days to remove the 2024 biosolids stockpile. Mike Clark Trucking currently charges $135/hr per truck and will use 7 covered trucks per day. Staff estimates that the not-to-exceed will need to be increased to $226,800 to cover the hauling. Adequate funds are appropriated from the Wastewater Fund (431) into the biosolids operating budget in 4336-55700.

Prior Council Action: April 7, 2025 - Council approved a contract with Mike Clark Trucking not to exceed $170,000 per year.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve an amendment to contract the with Mike Clark Trucking to increase the annual not-to-exceed amount from $170,000 to $226,800 to haul biosolids from the Visalia Water Reclamation Facility.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/18/2025

Attachments: Contract with Mike Clark Trucking

City of Visalia
Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559) 713-4334

PURCHASE ORDER NO.

This order number must show on all invoices, packing lists, etc.	C25072

Order Date: 05/02/25
05/02/25

VENDOR ID: V04284
VENDOR: MIKE CLARK TRUCKING SERVICES LLC
19385 AVE 144
PORTERVILLE, CA 93257

DELIVER TO: CITY OF VISALIA
WASTE WATER TREATMENT PLANT
7579 AVE 288
VISALIA, CA 93277

TELEPHONE #:
FAX #:
EMAIL:

MAIL TWO COPIES OF YOUR INVOICE TO: CITY OF VISALIA FINANCE DEPT
P.O. BOX 5078
VISALIA, CALIFORNIA 93278

TERMS	BID NUMBER	REQUESTED BY	REQ #
Net 30	RFB 23-24-57	Biridiana Bravo	R05804

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		TRANSPORTATION OF BIOSOLIDS TO THE TULARE COUNTY LANDFILL PER THE SPECIFICATIONS OF RFB-23-24-57 AND COUNCIL REPORT YR 1 TERM: 05/05/2025 - 05/04/2026 WITH FOUR 1-YEAR RENEWAL OPTIONS NOT TO EXCEED $170,000.00 ANNUALLY THIS IS A PUBLIC WORKS PROJECT SUBJECT TO PAYMENT OF PREVAILING WAGES, DIR REGISTRATION, MONITORING BY THE LABOR COMMISSIONER AND OTHER REQUIREMENTS LISTED IN THE CITY OF VISALIA LABOR COMPLIANCE MANUAL (ATTACHED). DIR PROJECT#: **PENDING** DATE REGISTERED: **PENDING**		

[ ] Partial Items Rec'd
Item #'s_____
[ ] Complete Order Rec'd

Date Received:_____

Received By:_____

ACCOUNT NO.	AMOUNT
1010-60000/ -	0.00

SUBTOTAL	
DISCOUNT	
TAX	
FREIGHT	
PO TOTAL	

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

E. Forrest
AUTHORIZED PURCHASING AGENT

5-2-25
DATE ISSUED

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

Visalia City Council

Staff Report

File #: 25-0360 **Agenda Date:** 8/18/2025 **Agenda #:** 16.

Agenda Item Wording:
Notice of Completion - Request authorization to file a Partial Notice of Completion for Highland Park, Unit Nos. 3 & 4 subdivision, excepting the exterior landscape outlot improvements, located at the northwest corner of Riggin Avenue and Giddings Street.

Prepared by:
Sarah MacLennan, Assistant Engineer, sarah.maclennen@visalia.city, (559) 713-4271 Adrian Rubalcaba, Sr. Project Manager, adrian.rubalcaba@visalia.city, (559)713-4507 Jason Huckleberry, Engineering & Building Department Director, Jason.huckleberry@visalia.city , (559) 713-4495

Department Recommendation:
Staff recommends that City Council authorize the filing of a Partial Notice of Completion for Highland Park Phase 3 & 4 subdivision, excepting the exterior landscape outlot improvements.

Summary:
All the required improvements for this subdivision have been completed and are ready for acceptance by the City Engineer, excepting the exterior landscape outlot improvements along Riggin Avenue and Giddings Street. Landscape improvements will be installed after the completion of the City's Riggin Avenue Widening Capital Improvement Project. Highland Park, Unit Nos. 3 & 4 subdivision, was developed by Woodside 06N, LP, and contains 98 single family residential lots.

The developer has submitted a maintenance bond in the amount of $289,523.16, as required by the Subdivision Map Act, to guarantee the improvements against defects for one year. Staff recommends that authorization be given to file the Partial Notice of Completion.

Background Discussion:
The City Council authorized the recording of the final map for Highland Park, Unit Nos. 3 & 4, subdivision on August 21, 2023. All bonds and cash payments, as identified in the subdivision agreement, were received by the City at that time. As required by the subdivision ordinance, a maintenance bond valued at 10% of the cost of the public improvements has been submitted prior to recording of the Notice of Completion. The Maintenance Bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement.

Staff directed the developer to defer installation of the landscape outlot improvements along Riggin Avenue and Giddings Street until the completion of the Riggin Avenue Widening Capital Improvement Project adjacent to development. The City's CIP project is nearing completion and will allow the developer to begin the completion of the landscape improvements along their frontage. The developer has completed all other improvements and seeks to have them accepted by the City through this Partial Notice of Completion. Once the remaining landscape improvements have been completed a final Notice of Completion will be brought to Council for approval. While it is not the usual City process to issue a partial notice, given that the City's improvements are delaying the

completion of the developer's portion of the subdivision, Staff believes it is appropriate to make an exception in this particular case.

Fiscal Impact: By authorizing this Partial Notice of Completion, the City of Visalia will incorporate the identified public improvements into normal routine maintenance plans and procedures following the one-year maintenance period. This will have a nominal adverse effect on the fund that provides such maintenance. Landscaping associated with the project's frontages along Riggin and Giddings is not being accepted and will not be maintained until the final Notice of Completion is approved in the future.

Prior Council Action:
On August 21, 2023 Council authorized the recordation of Highland Park, Unit Nos. 3 & 4 final map, and the formation and assessment of Landscape and Lighting District 22-05 "Highland Park, Unit Nos. 3 & 4".

On June 10, 1987 Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions.

Other: N/A

Alternatives: No alternatives are provided.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of a Partial Notice of Completion for Highland Park, Unit Nos. 3 & 4 subdivision, excepting the exterior landscape outlot improvements.

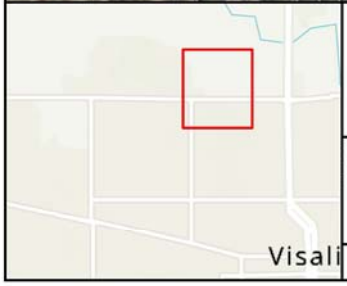
Environmental Assessment Status:
Negative Declaration No. 2006-08, adopted February 27, 2006

CEQA Review:
Negative Declaration No. 2006-08, adopted February 27, 2006

Deadline for Action: 8/18/2025

Attachments:
1. Aerial Map
2. Final Map
3. Development Disclosure





Aerial Map
Highland Park Unit Nos. 3 & 4

Nearmap US, Esri, NASA, NGA, USGS, City of Visalia, Fresno County Dept. PWP, California State Parks, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

2023

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

N

0 300 600 Feet

TSM 5509

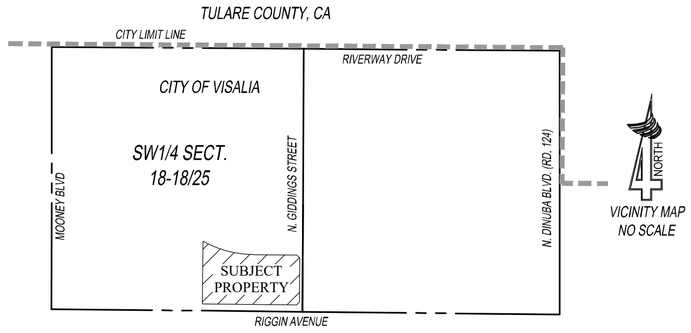
HIGHLAND PARK
UNIT NOS. 3 & 4

LOT 2 OF SHANNON RANCH EAST, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGE 46 OF RECORDED MAPS, TULARE COUNTY RECORDS;

EXCEPTING THOSE PORTIONS OF SAID LAND AS SHOWN ON DEDICATIONS OF:

PARCEL MAP 4554, FILED IN BOOK 46, PAGE 59 OF PARCEL MAPS;
OFFICIAL MAP OF SHANNON RANCH EAST SUBDIVISION MAP, FILED IN BOOK 40, PAGE 46 OF MAPS;
IRREVOCABLE OFFER OF DEDICATION, RECORDED FEBRUARY 10, 2003 AS INSTRUMENT NO. 2003-0011275;

SAID DEDICATIONS WERE ACCEPTED IN THE FOLLOWING RESOLUTIONS:
RESOLUTION 2005-52, RECORDED MAY 2, 2005 AS INSTRUMENT NO. 2005-0045469
RESOLUTION 2007-24, RECORDED MARCH 26, 2007 AS INSTRUMENT NO. 2007-0028982
RESOLUTION 2007-91, RECORDED NOVEMBER 28, 2007 AS INSTRUMENT NO. 2007-0103602
RESOLUTION 2007-90, RECORDED NOVEMBER 28, 2007 AS INSTRUMENT NO. 2007-0103603



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THE CONSENT OF NO OTHER PERSON IS NECESSARY.

WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. *RIGHTS OF WAY FOR PACIFIC AVENUE, HICKORY STREET, PRESCOTT AVENUE, DOLLNER STREET, MONARCH STREET, RINALDI STREET, CHAPEL STREET, MARTIN STREET, AND PAYSON AVENUE IN FEE TO THE CITY OF VISALIA*
2. *LOTS A AND B IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC UTILITIES SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES*
3. *PUBLIC UTILITY EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT)*
4. *PEDESTRIAN ACCESS EASEMENTS TO THE CITY OF VISALIA FOR PEDESTRIAN ACCESS PURPOSES AS SHOWN HEREON AND DESIGNATED AS "PAE" (PEDESTRIAN ACCESS EASEMENT)*
5. *BLOCK WALL EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF BLOCK WALLS AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT)*

FOR: WOODSIDE 06N, LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

BY: MATT SMITH *TITLE: AUTHORIZED SIGNER*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF TULARE

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

SIGNATURE _____ _____ *PRINT NAME*

MY COMMISSION EXPIRES: _____ _____ *COMMISSION NO.*

PRINCIPAL PLACE OF BUSINESS: _____ *COUNTY*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF TULARE

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

SIGNATURE _____ _____ *PRINT NAME*

MY COMMISSION EXPIRES: _____ _____ *COMMISSION NO.*

PRINCIPAL PLACE OF BUSINESS: _____ *COUNTY*

LANDSCAPE & LIGHTING DISTRICT ASSESSMENT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 22-05, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE MAP (MAP NUMBER 06107C0935E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN A FLOOD ZONE AREA DESIGNATED ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOOD, AREAS OF 1-PERCENT ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM THE 1-PERCENT ANNUAL CHANCE FLOOD

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE HOMES, OCTOBER 2016. AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR · RANDY D. WASNICK · EXP: 12/31/___ · PLS 8163 · STATE OF CALIFORNIA

RANDY D. WASNICK P.L.S. 8163 *DATE*

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR · MICHAEL E. LONG · EXP: 9-30-24 · No. 6815 · STATE OF CALIFORNIA

MICHAEL E. LONG, CITY SURVEYOR PLS 6815 *DATE*

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON FEBRUARY 27, 2006.

PAUL BERNAL,
CITY PLANNER

DATE *BY*

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS_____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, AND LOTS A AND B; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS, PEDESTRIAN ACCESS EASEMENTS, AND THE BLOCK WALL EASEMENTS, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS _____ DAY OF _____, 20__.

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

_____
CHIEF DEPUTY CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS___ DAY OF _____, 20__.

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO. _____ *FEE PAID*

FILED THIS _____ DAY OF _____, 20____ , AT ___M.,

IN VOLUME _____ OF MAPS, AT PAGE _____ TULARE COUNTY RECORDS,AT THE REQUEST OF 4 CREEKS, INC.

TARA FREITAS, CPA, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

TSM 5509

HIGHLAND PARK
UNIT NOS. 3 & 4

SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

CURVE AND LINE TABLES ON SHEET 3

NORTH

60' 0' 60'

EASEMENT/DOCUMENT LIST

- (E1) RESOLUTION AUTHORIZING ACCEPTANCE OF AN IRREVOCABLE OFFER TO THE CITY OF VISALIA PER DOC. REC. 5/2/05 AS DOC. NO. 2005-0045469, O.R.T.C.
- (E2) RESOLUTION AUTHORIZING ACCEPTANCE OF AN IRREVOCABLE OFFER TO THE CITY OF VISALIA PER DOC. REC. 3/26/07, AS DOC. NO. 2007-0028982, O.R.T.C.
- (E3) RESOLUTION AUTHORIZING ACCEPTANCE OF AN IRREVOCABLE OFFER TO THE CITY OF VISALIA PER DOC. REC. 11/28/2007, AS DOC. NO. 2007-0103603, O.R.T.C.
- (E4) RESOLUTION AUTHORIZING ACCEPTANCE OF AN IRREVOCABLE OFFER TO THE CITY OF VISALIA PER DOC. REC. 11/28/2007 AS DOC. NO. 2007-0103602, O.R.T.C.
- (E5) RESOLUTION AUTHORIZING ACCEPTANCE OF RIGHT OF WAY OFFERED TO THE CITY OF VISALIA PER DOC. REC. JULY 7, 2022, AS DOC. NO. 2022-0043398, O.R.T.C.
- (E6) EXISTING 20' EASEMENT FOR ROAD PURPOSES RECORDED FEBRUARY 28, 1930 IN BOOK 363, PAGE 131, O.R.T.C.

LEGEND

- ▲ FOUND MONUMENT AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 8163", AND AT ALL LOT CORNERS AND POINTS OF CURVATURE
- ○ SET BRASS DISC FLUSH IN CONC. TAGGED "PLS 8163"
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 8163" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
- □ FOUND 3/4IN IRON PIPE TAGGED "PLS 8163", PER MAP OF HIGHLAND PARK ESTATES SUBDIVISION
- ( ) RECORD DATA PER SHANNON RANCH 3, UNITS 10 & 11, RECORDED IN VOL. 44 OF MAPS, AT PAGE 37 T.C.R. (OR CALCULATED THEREFROM)
- [ ] RECORD DATA PER SHANNON RANCH EAST, RECORDED IN VOL. 40 OF MAPS, AT PAGE 46, T.C.R. (OR CALCULATED THEREFROM)
- < > RECORD DATA PER HIGHLAND PARK ESTATES SUBDIVISION RECORDED IN VOL. 44 OF MAPS, AT PAGE 79 , T.C.R. (OR CALCULATED THEREFROM)
- (( )) RECORD DATA PER RIGHT OF WAY ACCEPTANCE PER DOC. REC. 7/7/2022 AS DOC. NO. 2022-0043398, O.R.T.C.
- (R) RADIAL BEARING
- HEAVY SOLID LINE INDICATES SUBDIVISION BOUNDARY
- BWE BLOCK WALL EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- (E#) EASEMENT/DOCUMENT OF RECORD

BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18-18/25 PER MAP OF SHANNON RANCH EAST SUBDIVISION, REC. IN VOL 40 OF MAPS, PG. 46, T.C.R.

TAKEN AS N0° 20' 28"E

PREPARED BY:
4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

TSM 5509

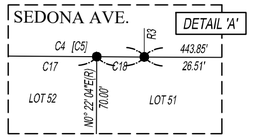
HIGHLAND PARK
UNIT NOS. 3 & 4

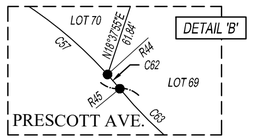
SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

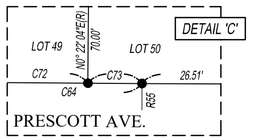
LEGEND AND DOCUMENT/EASEMENT LIST ON SHEET 2

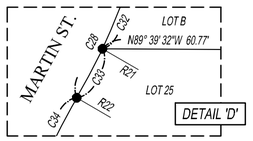


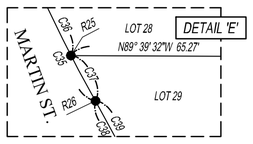
ALL DETAILS
NOT TO SCALE

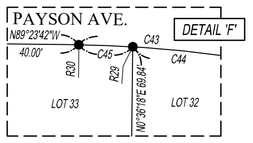


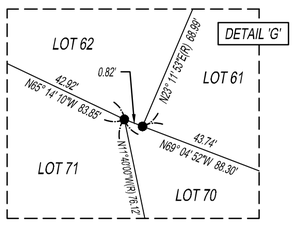


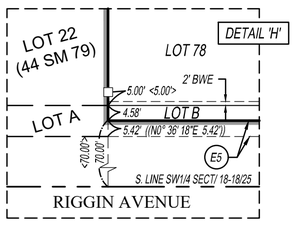












CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	30°12'19"	527.18'	1,000.00'
C2	30°12'19"	527.18'	1,000.00'
C3	30°12'19"	527.18'	1,000.00'
C4	29°16'46"	525.84'	1,029.00'
C5	29°15'10"	525.36'	1,029.00'
C6	4°08'22"	74.34'	1,029.00'
C7	2°16'59"	41.00'	1,029.00'
C8	2°16'59"	41.00'	1,029.00'
C9	2°16'59"	41.00'	1,029.00'
C10	2°16'59"	41.00'	1,029.00'
C11	2°16'59"	41.00'	1,029.00'
C12	2°16'59"	41.00'	1,029.00'
C13	2°16'59"	41.00'	1,029.00'
C14	2°16'59"	41.00'	1,029.00'
C15	2°16'59"	41.00'	1,029.00'
C16	2°16'59"	41.00'	1,029.00'
C17	2°16'59"	41.00'	1,029.00'
C18	0°01'36"	0.48'	1,029.00'
C19	90°00'00"	31.42'	20.00'
C20	90°00'00"	31.42'	20.00'
C21	90°00'00"	31.42'	20.00'
C22	90°00'00"	31.42'	20.00'
C23	90°00'00"	31.42'	20.00'
C24	90°00'00"	31.42'	20.00'
C25	29°59'43"	26.18'	50.00'
C26	18°24'11"	16.06'	50.00'
C27	11°35'33"	10.12'	50.00'
C28	149°59'26"	130.89'	50.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C29	40°07'22"	35.01'	50.00'
C30	40°06'25"	35.00'	50.00'
C31	46°41'52"	40.75'	50.00'
C32	17°56'47"	15.66'	50.00'
C33	5°07'00"	4.47'	50.00'
C34	29°59'43"	26.18'	50.00'
C35	30°01'24"	26.20'	50.00'
C36	23°49'01"	20.78'	50.00'
C37	6°12'23"	5.42'	50.00'
C38	150°18'39"	131.17'	50.00'
C39	45°16'41"	39.51'	50.00'
C40	34°22'39"	30.00'	50.00'
C41	34°28'19"	30.08'	50.00'
C42	36°11'00"	31.58'	50.00'
C43	30°01'24"	26.20'	50.00'
C44	27°02'00"	23.59'	50.00'
C45	2°59'24"	2.61'	50.00'
C46	90°15'50"	31.51'	20.00'
C47	89°44'10"	31.32'	20.00'
C48	29°58'03"	26.15'	50.00'
C49	149°40'15"	130.61'	50.00'
C50	9°10'19"	8.00'	50.00'
C51	41°19'41"	36.07'	50.00'
C52	40°06'25"	35.00'	50.00'
C53	40°30'26"	35.35'	50.00'
C54	18°33'24"	16.19'	50.00'
C55	29°58'03"	26.15'	50.00'
C56	32°10'52"	28.08'	50.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C57	172°32'53"	150.58'	50.00'
C58	18°37'47"	16.26'	50.00'
C59	46°01'03"	40.16'	50.00'
C60	45°31'34"	39.73'	50.00'
C61	59°46'27"	52.16'	50.00'
C62	2°36'02"	2.27'	50.00'
C63	33°32'08"	29.27'	50.00'
C64	16°49'53"	343.41'	1,169.00'
C65	0°49'25"	16.80'	1,169.00'
C66	2°16'59"	46.58'	1,169.00'
C67	2°16'59"	46.58'	1,169.00'
C68	2°16'59"	46.58'	1,169.00'
C69	2°16'59"	46.58'	1,169.00'
C70	2°16'59"	46.58'	1,169.00'
C71	2°16'59"	46.58'	1,169.00'
C72	2°16'59"	46.58'	1,169.00'
C73	0°01'36"	0.55'	1,169.00'
C74	20°02'55"	418.15'	1,195.00'
C75	9°36'40"	200.46'	1,195.00'
C76	9°15'47"	193.20'	1,195.00'
C77	1°10'27"	24.49'	1,195.00'
C78	107°02'25"	37.36'	20.00'
C79	4°57'40"	105.72'	1,221.00'
C80	2°12'42"	47.13'	1,221.00'
C81	2°44'58"	58.59'	1,221.00'
C82	5°15'33"	112.08'	1,221.00'
C83	2°36'43"	55.66'	1,221.00'
C84	2°38'50"	56.41'	1,221.00'

Radial Table	
#	Bearing
R1	N30° 32' 47"E
R2	N29° 37' 14"E
R3	S00° 20' 28"W
R4	S00° 20' 28"W
R5	S89° 39' 32"E
R6	S89° 39' 32"E
R7	N00° 20' 28"E
R8	N00° 20' 28"E
R9	S89° 39' 32"E
R10	N89° 39' 32"W
R11	N00° 20' 28"E
R12	N89° 39' 32"W
R13	S00° 20' 28"W
R14	S00° 20' 28"W
R15	S89° 39' 32"E
R16	N00° 20' 28"E
R17	S18° 03' 43"E
R18	S29° 39' 16"E
R19	N10° 28' 06"E

Radial Table	
#	Bearing
R20	S82° 43' 36"E
R21	N64° 46' 50"W
R22	N59° 39' 49"W
R23	S89° 39' 32"E
R24	S89° 39' 32"E
R25	S66° 31' 27"W
R26	N60° 19' 03"E
R27	N74° 24' 16"W
R28	S30° 37' 42"W
R29	S03° 35' 42"W
R30	N00° 36' 18"E
R31	N89° 39' 32"W
R32	S00° 36' 18"W
R33	N00° 36' 18"E
R34	N89° 39' 32"W
R35	N00° 36' 18"E
R36	S29° 21' 45"E
R37	S20° 11' 25"E
R38	S78° 14' 53"E

Radial Table	
#	Bearing
R39	S59° 41' 30"E
R40	N89° 39' 32"W
R41	N89° 39' 32"W
R42	N58° 09' 36"E
R43	N76° 47' 23"E
R44	N48° 06' 27"E
R45	S50° 42' 29"W
R46	N17° 10' 21"E
R47	N89° 39' 32"W
R48	S17° 22' 52"W
R49	S15° 10' 10"W
R50	N12° 25' 12"E
R51	N08° 36' 58"E
R52	S06° 00' 15"W
R53	N03° 21' 25"E
R54	N01° 30' 55"E
R55	N00° 20' 28"E

PREPARED BY:

4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 3 OF 3

CITY OF VISALIA
Disclosure Development Project

NOTICE OF COMPLETION

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): RIGGNS AVE & Giddings st.

Short Title or Name of proposed project: HIGHLAND PARK 3/4

Summary description of the proposed project: Project on RIGGIN AVE AND N. GIDDINGS ST Project of Single family homes.

DEVELOPER(S):

If more than two developers, please provide information and signature(s) on a separate sheet.

Name (print) Woodside Homes

Mailing Address 10 River Park Place East, Suite 110 FRESNO CA 93720

Phone (559) 437-9000

Name (print) _____

Mailing Address _____

Phone _____

Statement: I/We declare under penalty of perjury that I am/we are the developers(s) of the property per the executed Subdivision Agreement with the City of Visalia. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

8/7/25
Date

Dave Uecker
Developer Signature

David Uecker / LAND Development Manager
Print Name & Title

_____
Date

_____
Developer Signature

_____
Print Name & Title

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Visalia City Council

Staff Report

File #: 25-0361 **Agenda Date:** 8/18/2025 **Agenda #:** 17.

Agenda Item Wording:
Notice of Completion - Request authorization to file a Notice of Completion for Sycamore Heights subdivision, located at the northeast corner of Ferguson Avenue and Akers Street, containing 91 residential lots.

Prepared by:
Sarah MacLennan, Assistant Engineer, sarah.maclennen@visalia.city, (559) 713-4271 Adrian Rubalcaba, Sr. Project Manager, adrian.rubalcaba@visalia.city, (559)713-4507 Jason Huckleberry, Engineering & Building Department Director, Jason.huckleberry@visalia.city , (559) 713-4495

Department Recommendation:
Staff recommends that City Council authorize the filing of a Notice of Completion for Sycamore Heights subdivision.

Summary:
All of the required improvements for this subdivision have been completed and are ready for acceptance by the City Engineer. Sycamore Heights subdivision was developed by Presidio JJR Morgan Sycamore Ranch 92, LLC, and contains 91 single family residential lots.

The developer has submitted a maintenance bond in the amount of $348,481.99 as required by the Subdivision Map Act, to guarantee the improvements against defects for one year. Staff recommends that authorization be given to file the Notice of Completion.

Background Discussion:
The City Council authorized the recording of the final map for Sycamore Heights subdivision on August 14, 2024. All bonds and cash payments, as identified in the subdivision agreement, were received by the City at that time. As required by the subdivision ordinance, a maintenance bond valued at 10% of the cost of the public improvements has been submitted prior to recording of the Notice of Completion. The Maintenance Bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement.

Fiscal Impact: By authorizing this Notice of Completion, the City of Visalia will incorporate the identified public improvements into normal routine maintenance plans and procedures following the one-year maintenance period. This will have a nominal adverse effect on the fund that provides such maintenance.

Prior Council Action:
On August 16, 2024 Council authorized the recordation of Sycamore Heights final map, and the formation and assessment of Landscape and Lighting District 24-03 “Sycamore Heights”.

On June 10, 1987 Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions.

Other: N/A

Alternatives: No alternatives are provided.

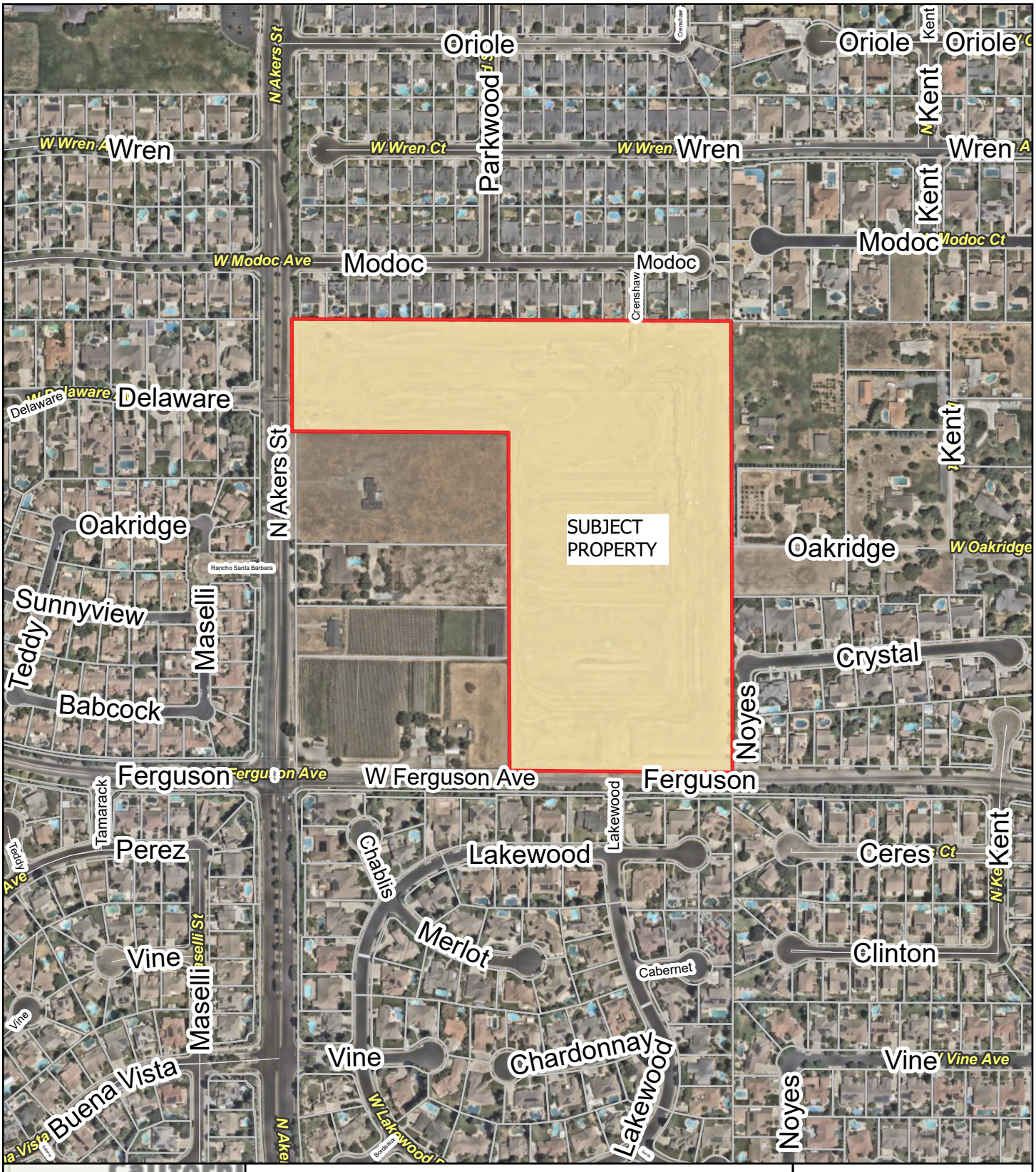
Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of the Notice of Completion for Sycamore Heights subdivision.

Environmental Assessment Status: Complete

CEQA Review: Negative Declaration No. 2021-02

Deadline for Action: 8/18/2025

Attachments:
1. Aerial Map
2. Final Map
3. Development Disclosure



Aerial Map
TSM 5577

Nearmap US, City of Visalia, Fresno County Dept. PWP, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS, Esri, NASA, NGA, USGS

2024

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

N

0 250 500 Feet

TRACT NO. 5577
SYCAMORE HEIGHTS

PARCEL NO. 4 OF PARCEL MAP NO. 995, PER MAP RECORDED IN BOOK 10 OF PARCEL MAPS, AT PAGE 96, TULARE COUNTY RECORDS BEING A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA SURVEYED AND PLATTED IN MAY 2024 BY YAMABE & HORN ENGINEERING, INC. CONSISTING OF FOUR SHEETS, SHEET ONE OF FOUR.

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. RIGHT OF WAY FOR THE STREETS, AVENUES, AND COURTS, IN FEE TO THE CITY OF VISALIA.
2. RIGHT OF WAY ADJACENT TO NORTH AKERS STREET AND WEST FERGUSON AVENUE.
3. OUTLOTS A, B, C, & D, IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC SIDEWALKS, BLOCK WALLS, AND OTHER PUBLIC PURPOSES.
4. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITIES EASEMENT).
5. BLOCK WALL EASEMENT TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF BLOCK WALLS AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT).
6. SANITARY SEWER EASEMENT TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER PIPELINES AS SHOWN HEREON AND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT).
7. A 1 FOOT RESERVE STRIP FOR FUTURE STREET PURPOSES, IN FEE TO THE CITY OF VISALIA.

PRESIDIO JJR MORGAN SYCAMORE RANCH 92, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: JRR MANAGEMENT SERVICES, INC., A CALIFORNIA CORPORATION, ITS OPERATING MANAGER

BY: _____
JOSEPH A. LEAL, ITS PRESIDENT

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
COUNTY OF TULARE }

ON _____, 20___BEFORE ME _____, NOTARY PUBLIC, PERSONALLY APPEARED JOSEPH A. LEAL, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITIES UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

_____ _____
PRINT NAME SIGNATURE

MY COMMISION EXPIRES _____

COMMISSION NUMBER _____

PRINCIPAL PLACE OF BUSINESS _____COUNTY

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
COUNTY OF TULARE }

ON _____, 20___BEFORE ME _____, NOTARY PUBLIC, PERSONALLY APPEARED BILLY M. MORGAN AND DEE LYNNA MORGAN, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITIES UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

_____ _____
PRINT NAME SIGNATURE

MY COMMISION EXPIRES _____

COMMISSION NUMBER _____

PRINCIPAL PLACE OF BUSINESS _____COUNTY

BENEFICIARY STATEMENT:

THE UNDERSIGNED, AS BENEFICIARY UNDER DEED OF TRUST RECORDED JANUARY 19, 2024 AS INSTRUMENT NO. 2024-0002992, OF OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDING AND DEDICATIONS THEREON.

BILLY M. MORGAN AND DEE LYNNA MORGAN, TRUSTEES OF THE BILLY M. MORGAN AND DEE LYNNA MORGAN REVOCABLE TRUST, DATED FEBRUARY 20, 2004

BY:_____
BILLY M. MORGAN, BENEFICIARY

BY:_____
DEE LYNNA MORGAN, BENEFICIARY

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT:

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 24-03, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

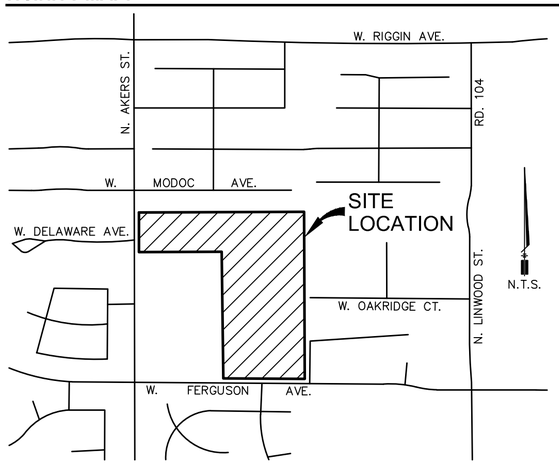
FLOOD HAZARD NOTE:

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 06107C0930E FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITHIN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE ANNUAL 1% CHANCE FLOOD WITH BASE ELEVATIONS DETERMINED AND PARTIALLY WITHIN ZONE X (SHADED), WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOODING. THE 1% ANNUAL CHANCE FLOOD PLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUE AND OF CALCULATED MINIMUM FINISHED FLOOD ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

VERTICAL DATUM NOTE:

BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE CONVERTED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

VICINITY MAP:



PROFESSIONAL LAND SURVEYOR
DAVID C. HORN
No. 8204
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES ON OCTOBER 31, 2023 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY. ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN THOSE POSITIONS WITHIN A YEAR OF RECORDING THIS MAP AND THAT SET MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
DAVID C. HORN, LS 8204 DATE

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
EXP: 9-30-26
No. 6815
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ _____
MICHAEL E. LONG, PLS 6815 DATE
CITY SURVEYOR

CITY PLANNER'S STATEMENT:

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT A REGULAR MEETING HELD ON APRIL 27, 2021.

_____ _____
PAUL BERNAL DATE
PLANNING AND COMMUNITY PRESERVATION
DIRECTOR/CITY PLANNER

BOARD OF SUPERVISOR'S STATEMENT:

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS_____ DAY OF _____, 20___

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

CITY CLERK'S STATEMENT:

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE_____DAY OF_____, 20___, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENTS, THE STREETS, AVENUES, AND COURTS, OUTLOTS, EASEMENTS, AND RESERVE STRIPS ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THE MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS _____ DAY OF_____, 20___

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

BY: _____
CHIEF DEPUTY CITY CLERK

RECORDER'S STATEMENT:

DOCUMENT NO._____ FEE PAID: $_____

FILED THIS_____ DAY OF_____ , 20___, AT_____.M.
IN BOOK_____OF MAPS, AT PAGE_____, TULARE COUNTY RECORDS,
AT THE REQUEST OF CHICAGO TITLE COMPANY.

TARA FREITAS, CPA
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL: (559) 244-3123 WEBSITE: YANDHENGR.COM

TRACT NO. 5577
SYCAMORE HEIGHTS

PARCEL NO. 4 OF PARCEL MAP NO. 995, PER MAP RECORDED IN BOOK 10 OF PARCEL MAPS, AT PAGE 96, TULARE COUNTY RECORDS BEING A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA SURVEYED AND PLATTED IN MAY 2024 BY YAMABE & HORN ENGINEERING, INC. CONSISTING OF FOUR SHEETS, SHEET TWO OF FOUR.

BASIS OF BEARINGS:

THE GEODETIC OBSERVATION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.

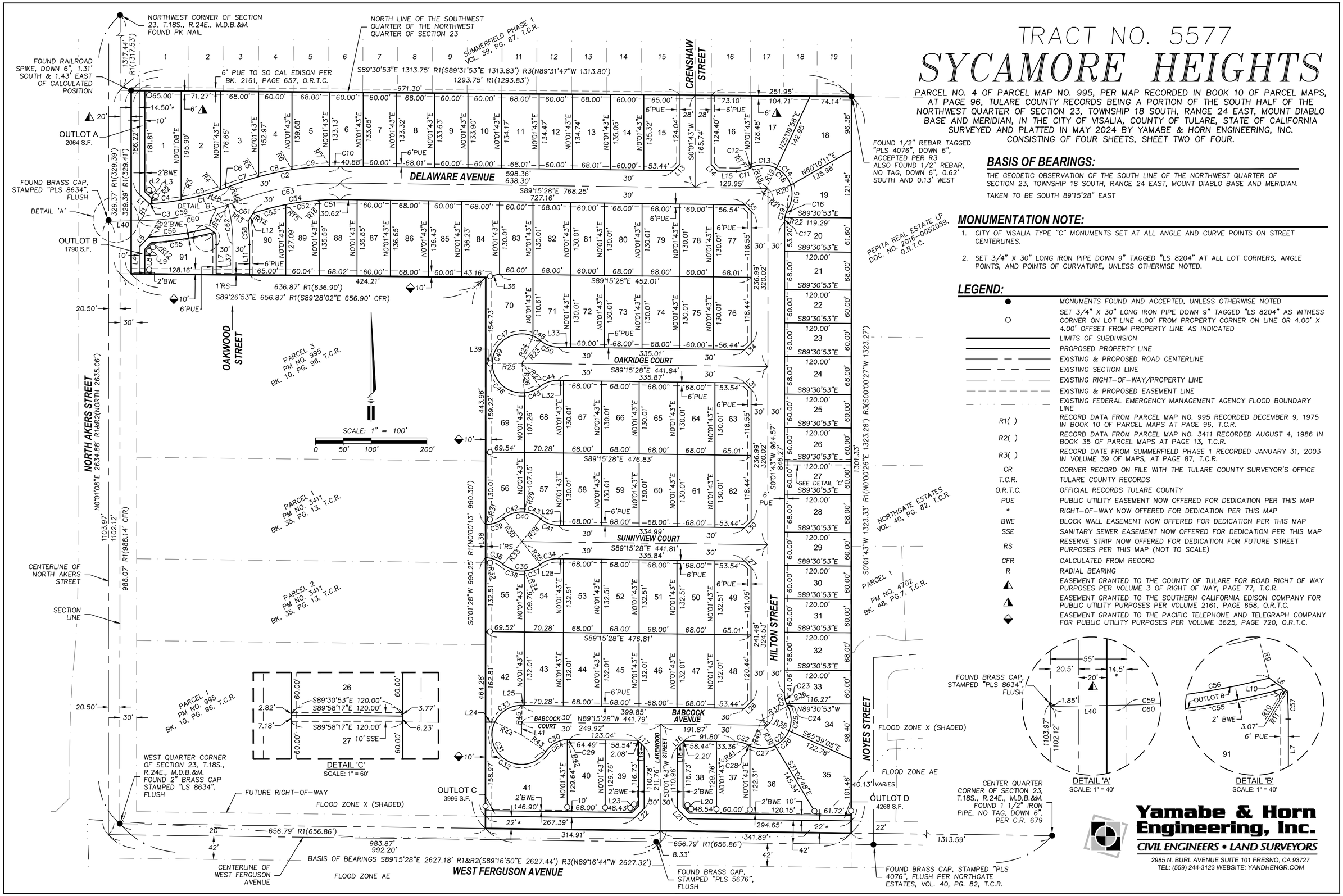
TAKEN TO BE SOUTH 89°15'28" EAST

MONUMENTATION NOTE:

1. CITY OF VISALIA TYPE "C" MONUMENTS SET AT ALL ANGLE AND CURVE POINTS ON STREET CENTERLINES.
2. SET 3/4" X 30" LONG IRON PIPE DOWN 9" TAGGED "LS 8204" AT ALL LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE, UNLESS OTHERWISE NOTED.

LEGEND:

●	MONUMENTS FOUND AND ACCEPTED, UNLESS OTHERWISE NOTED
○	SET 3/4" X 30" LONG IRON PIPE DOWN 9" TAGGED "LS 8204" AS WITNESS CORNER ON LOT LINE 4.00' FROM PROPERTY CORNER ON LINE OR 4.00' X 4.00' OFFSET FROM PROPERTY LINE AS INDICATED
———	LIMITS OF SUBDIVISION
———	PROPOSED PROPERTY LINE
——— – – ———	EXISTING & PROPOSED ROAD CENTERLINE
——— – – – ———	EXISTING SECTION LINE
——— · ——— · ———	EXISTING RIGHT-OF-WAY/PROPERTY LINE
– – – – – – –	EXISTING & PROPOSED EASEMENT LINE
– – · ——— · – –	EXISTING FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD BOUNDARY LINE
R1( )	RECORD DATA FROM PARCEL MAP NO. 995 RECORDED DECEMBER 9, 1975 IN BOOK 10 OF PARCEL MAPS AT PAGE 96, T.C.R.
R2( )	RECORD DATA FROM PARCEL MAP NO. 3411 RECORDED AUGUST 4, 1986 IN BOOK 35 OF PARCEL MAPS AT PAGE 13, T.C.R.
R3( )	RECORD DATE FROM SUMMERFIELD PHASE 1 RECORDED JANUARY 31, 2003 IN VOLUME 39 OF MAPS, AT PAGE 87, T.C.R.
CR	CORNER RECORD ON FILE WITH THE TULARE COUNTY SURVEYOR'S OFFICE
T.C.R.	TULARE COUNTY RECORDS
O.R.T.C.	OFFICIAL RECORDS TULARE COUNTY
PUE	PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION PER THIS MAP
*	RIGHT-OF-WAY NOW OFFERED FOR DEDICATION PER THIS MAP
BWE	BLOCK WALL EASEMENT NOW OFFERED FOR DEDICATION PER THIS MAP
SSE	SANITARY SEWER EASEMENT NOW OFFERED FOR DEDICATION PER THIS MAP
RS	RESERVE STRIP NOW OFFERED FOR DEDICATION FOR FUTURE STREET PURPOSES PER THIS MAP (NOT TO SCALE)
CFR	CALCULATED FROM RECORD
R	RADIAL BEARING
◭	EASEMENT GRANTED TO THE COUNTY OF TULARE FOR ROAD RIGHT OF WAY PURPOSES PER VOLUME 3 OF RIGHT OF WAY, PAGE 77, T.C.R.
◭	EASEMENT GRANTED TO THE SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITY PURPOSES PER VOLUME 2161, PAGE 658, O.R.T.C.
◆	EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR PUBLIC UTILITY PURPOSES PER VOLUME 3625, PAGE 720, O.R.T.C.



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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S46°46'44"E	24.81'
L2	S46°46'44"E	16.17'
L3	N0°01'08"E	10.02'
L4	N0°01'08"E	48.30'
L5	N43°20'00"E	24.40'
L6	S54°27'01"E	16.04'
L7	S0°01'43"W	54.10'
L8	S0°01'08"W	44.42'
L9	N43°20'00"E	16.41'
L10	S54°27'01"E	12.97'
L11	S0°01'43"W	54.65'
L12	N31°39'39"E	16.91'
L13	N45°23'07"E	16.26'
L14	S44°36'53"E	16.31'
L15	N89°15'28"W	34.24'
L16	N45°23'07"E	16.26'
L17	S44°36'51"E	16.31'
L18	N45°23'07"E	14.05'
L19	N44°36'51"W	14.23'
L20	N44°36'53"W	16.31'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	N44°36'53"W	24.52'
L22	N45°23'09"E	24.62'
L23	N45°23'09"E	16.26'
L24	N89°58'32"W	16.97'
L25	S89°15'28"E	4.13'
L26	S45°23'07"W	16.26'
L27	N44°36'53"W	16.31'
L28	N89°15'28"W	10.30'
L29	S89°15'28"E	9.56'
L30	N45°23'07"E	16.26'
L31	N44°36'53"W	16.31'
L32	N89°15'28"W	10.32'
L33	S89°15'28"E	22.58'
L34	S45°23'07"W	16.26'
L35	N44°36'53"W	16.31'
L36	S76°57'38"W	25.50'
L37	S0°01'43"W	54.37'
L38	N0°01'28"E	60.01'
L39	N89°58'32"W	12.00'
L40	S89°04'36"W	55.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L41	N0°44'32"E	23.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	470.00'	18°04'11"	148.23'
C2	530.00'	22°00'06"	203.52'
C3	470.00'	0°27'07"	3.71'
C4	470.00'	6°32'19"	53.64'
C5	470.00'	8°59'13"	73.72'
C6	470.00'	2°05'32"	17.16'
C7	530.00'	5°54'47"	54.70'
C8	530.00'	6°38'11"	61.39'
C9	530.00'	7°23'06"	68.31'
C10	530.00'	2°04'02"	19.12'
C11	50.00'	28°04'21"	24.50'
C12	52.00'	4°37'22"	4.20'
C13	52.00'	50°04'41"	45.45'
C14	52.00'	44°49'34"	40.68'
C15	52.00'	47°22'08"	42.99'
C16	50.00'	19°52'18"	17.34'
C17	50.00'	9°39'55"	8.43'
C18	52.00'	146°53'45"	133.32'
C19	50.00'	29°32'14"	25.78'
C20	50.00'	28°04'21"	24.50'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C21	52.00'	146°51'31"	133.28'
C22	50.00'	28°04'21"	24.50'
C23	50.00'	22°17'35"	19.45'
C24	50.00'	5°46'46"	5.04'
C25	52.00'	50°22'10"	45.71'
C26	52.00'	41°07'35"	37.33'
C27	52.00'	51°26'02"	46.68'
C28	52.00'	3°55'44"	3.57'
C29	50.00'	4°01'14"	3.51'
C30	50.00'	56°23'58"	49.22'
C31	53.00'	236°23'58"	218.68'
C32	53.00'	171°25'17"	158.57'
C33	53.00'	64°58'41"	60.11'
C34	50.00'	39°02'27"	34.07'
C35	53.00'	78°04'53"	72.23'
C36	50.00'	38°45'25"	33.82'
C37	53.00'	33°25'57"	30.93'
C38	53.00'	44°38'56"	41.30'
C39	50.00'	39°37'06"	34.57'
C40	53.00'	78°04'52"	72.23'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C41	50.00'	39°02'26"	34.07'
C42	53.00'	43°13'17"	39.98'
C43	53.00'	34°51'35"	32.25'
C44	50.00'	39°02'27"	34.07'
C45	53.00'	33°24'31"	30.90'
C46	53.00'	94°56'05"	87.82'
C47	53.00'	111°57'03"	103.56'
C48	53.00'	17°47'14"	16.45'
C49	53.00'	258°04'53"	238.73'
C50	50.00'	39°02'26"	34.07'
C51	470.00'	4°33'43"	37.42'
C52	470.00'	7°23'16"	60.60'
C53	470.00'	7°25'21"	60.89'
C54	470.00'	19°22'19"	158.91'
C55	540.00'	12°14'27"	115.37'
C56	530.00'	11°47'13"	109.03'
C57	270.00'	4°17'13"	20.20'
C58	330.00'	7°16'13"	41.87'
C59	500.00'	20°20'09"	177.46'
C60	500.00'	18°39'25"	162.81'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C61	500.00'	1°40'44"	14.65'
C62	300.00'	13°48'46"	72.32'
C63	500.00'	22°00'06"	192.00'
C64	50.00'	52°22'44"	45.71'

RADIAL TABLE	
RADIAL LINE	DIRECTION
R1	S3°11'23"E
R2	S3°38'30"E
R3	S10°10'49"E
R4	S19°10'02"E
R5	N15°20'47"W
R6	N8°42'36"W
R7	N1°19'30"W
R8	S2°40'50"E
R9	S14°28'03"E
R10	S15°21'06"E
R11	N85°44'29"E
R12	S3°06'39"E
R13	N82°45'30"E
R14	N18°37'47"W
R15	N11°12'26"W
R16	N3°49'10"W
R17	S27°19'49"E
R18	N22°42'27"W
R19	N27°22'14"E
R20	N72°11'48"E

RADIAL TABLE	
RADIAL LINE	DIRECTION
R21	N60°26'04"W
R22	N80°18'22"W
R23	N39°46'58"E
R24	N21°59'45"E
R25	N89°57'18"W
R26	S4°53'24"E
R27	N38°17'54"W
R28	S39°46'58"W
R29	N4°55'23"E
R30	S38°17'54"E
R31	S1°19'12"W
R32	N1°01'34"E
R33	S39°46'59"W
R34	S4°51'58"E
R35	N38°17'54"W
R36	S67°44'08"W
R37	N61°57'22"E
R38	S67°40'28"E
R39	S26°32'53"E
R40	S24°53'09"W

RADIAL TABLE	
RADIAL LINE	DIRECTION
R41	N28°48'53"E
R42	S3°16'42"E
R43	N55°39'26"W
R44	N64°14'09"W
R45	N0°44'32"E
R46	S21°15'33"E
R47	N76°12'56"E
R48	S19°34'49"E

LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
1	12843
2	13343
3	11166
4	8743
5	9225
6	7977
7	7991
8	9076
9	8026
10	8042
11	9134
12	8076
13	9173
14	8111
15	8738
16	9806
17	9481
18	13666
19	9888
20	7390

LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
21	8160
22	7200
23	7200
24	8160
25	7200
26	7200
27	7200
28	8160
29	7200
30	7200
31	7200
32	8160
33	7177
34	8148
35	12794
36	10024
37	7719
38	7719
39	7718
40	8823

LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
41	15612
42	10117
43	9277
44	8976
45	8976
46	8976
47	8976
48	8514
49	8547
50	9010
51	9010
52	9010
53	9010
54	8674
55	8342
56	8193
57	8475
58	8840
59	8840
60	8840

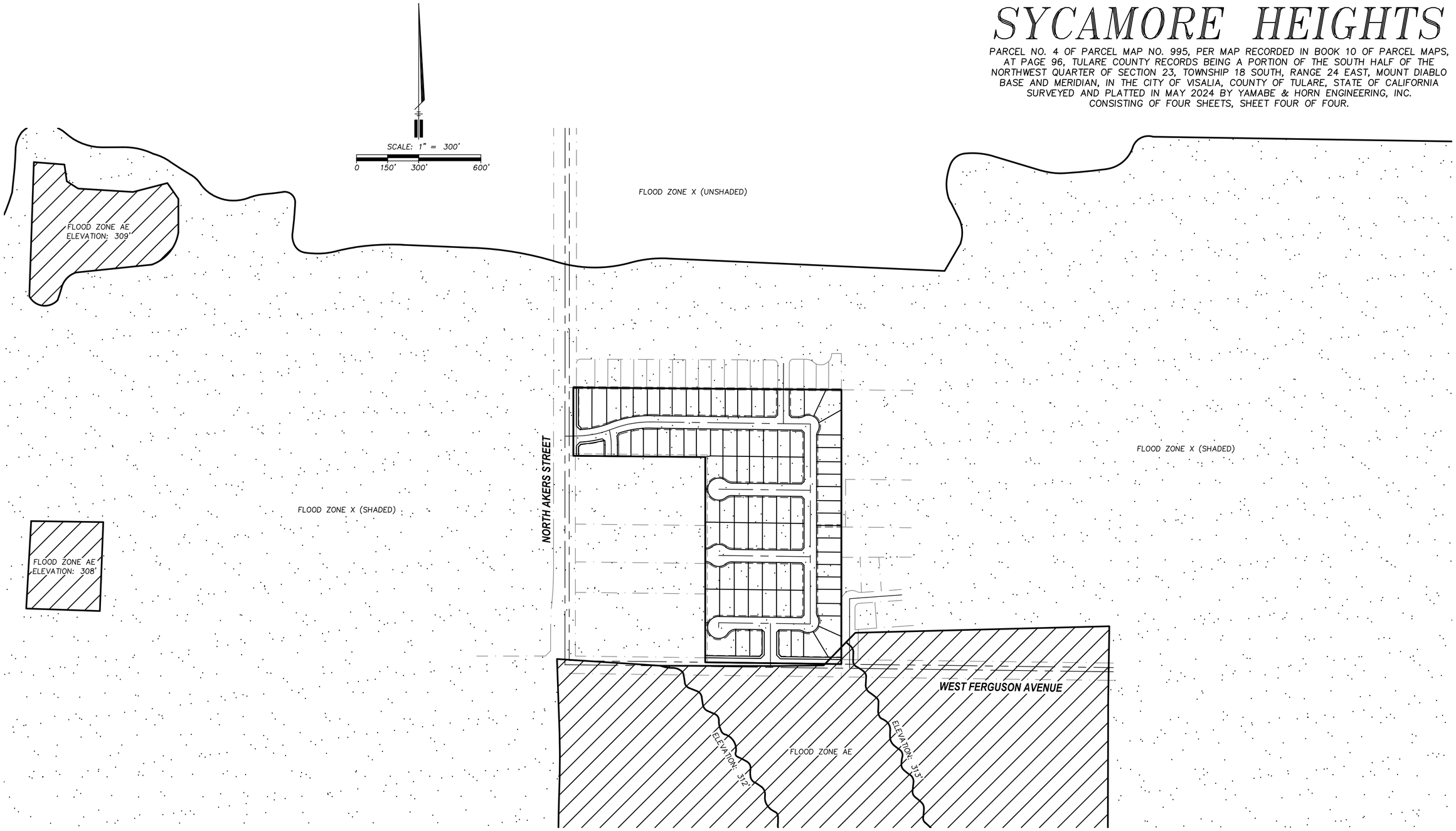
LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
61	8840
62	8384
63	8385
64	8840
65	8840
66	8840
67	8840
68	8499
69	8654
70	10290
71	8507
72	7800
73	8840
74	8840
75	7800
76	8774
77	8775
78	7800
79	8840
80	8840

LOT AREA TABLE	
LOT #	AREA (SQ. FT.)
81	7800
82	8840
83	7800
84	9181
85	8179
86	9284
87	8205
88	9297
89	7925
90	7734
91	8100

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CITY OF VISALIA
Disclosure Development Project

NOTICE OF COMPLETION

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): 077-070-048

Short Title or Name of proposed project: SYCAMORE HEIGHTS / TRACT #5577

Summary description of the proposed project: SFD DEVELOPMENT

DEVELOPER(S):

If more than two developers, please provide information and signature(s) on a separate sheet.

Name (print) PRESIDIO JJR MORGAN SYCAMORE RANCH 9 LLC

Mailing Address 5607 AVENIDA DE LOS ROBLES

Phone (559) 732-2660

Name (print)

Mailing Address

Phone

Statement: I/We declare under penalty of perjury that I am/we are the developers(s) of the property per the executed Subdivision Agreement with the City of Visalia. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

7/7/25

Date

x

Developer Signature

JOSEPH LEAL, PRESIDENT

Print Name & Title

Date

Developer Signature

Print Name & Title

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Partner/Owner/Trustee:

Partner/Owner/Trustee:

Partner/Owner/Trustee:

Partner/Owner/Trustee:

Partner/Owner/Trustee:

File #: 25-0353 **Agenda Date:** 8/18/2025 **Agenda #:** 1.

Agenda Item Wording:
Authorization to Amend the Measure N Spending Plan - Conduct the first of two Public Hearings to amend the Measure N Spending Plan to increase allocated funds for the modernization of elevators within both parking structures and Fire Station 52.

Prepared by: Donny MacLennan, Building Maintenance Superintendent 713-4525; donny.maclennan@visalia.city Alvin Dias, Parks and Facilities Manager 713-4564; alvin.dias@visalia.city Jason Glick, Parks and Recreation Director 713-4042; jason.glick@visalia

Department Recommendation: Conduct the first of two Public Hearings to amend the Measure N Spending Plan to appropriate an additional $519,638 for the modernization of elevators within both parking structures and Fire Station 52. The second public hearing is scheduled for September 8, 2025.

Summary:
Measure N, the ½ cent sales tax that began April 1, 2017, requires the City to conduct two Public Hearings before amending the 2025/26 spending plan to appropriate additional funds for the modernization of elevators within both parking structures and Fire Station 52. The cost of the amendment is $519,638.

On August 4, 2025, the City Council voted unanimously to allow staff to initiate the Measure N amendment process to approve change orders 1 through 3 with TK Elevator in the amount of $199,306 and appropriate $519,638 for FY 2025/26.

On August 11, 2025, City Staff met with the Measure N Committee and presented the recommended amendment, including a detailed summary of the request, the increased budget, and why the increases were necessary. Upon being presented with the proposed amendment and appropriation, the committee was provided with an opportunity for comments. Upon accepting the motion, the committee recommended approval of this item.

Background Discussion:
Measure N serves as the funding source to repair buildings. These projects are typically roof repairs, HVAC replacements, and large miscellaneous repairs to City facilities. The City currently operates thirteen (13) elevators at various facilities. There are two (2) elevators within the West Acequia Parking Structure (located across from the Hospital), one (1) at the East Acequia Parking Structure (located across from City Hall East), and one (1) at Fire Station 52 (located at 2224 W. Monte Vista). Of these elevators only one elevator is currently operational at West Acequia Parking Structure. The other three (3) elevators have experienced operational failures and have been out of service for almost a year due to part manufacturing, repair personnel availability and the time involved in design.

On November 18, 2024, Council awarded a contract to TK Elevator for $804,013 to modernize the four elevators by doing a major overhaul on them. Over the last six months, TKE has been manufacturing components for the elevators. Since the contract award, tariffs have been put in place by the Federal Government causing an increase in material costs by $10,000 (change order #1). In addition, it was discovered that the insulation inside the hydraulic tank of the south elevator at the West Acequia Parking Structure had separated and contaminated the hydraulic oil, destroying the hydraulic control valve. The cost for the removal and installation of new hydraulic tanks is $90,000 (change order #2)

Staff is also anticipating a third change order for the replacement and relocation of the elevator hydraulic line at Fire Station 52 for an estimated cost of $100,000 (potential change order #3). TK Elevator will need to install the new hydraulic ram to test the existing hydraulic line. It is hopeful that the line is functional, but if the line fails the pressure test, the City will need to install a new hydraulic line across the building from the machine room to the elevator.

TKE has also informed staff that the Fire, Life, Safety systems will need to be updated to meet the current building code. This update will be completed by another vendor who coordinates with TKE. Staff are also requesting a 10% construction contingency for any unforeseen issues that may arise.

The East Parking Structure was built in 2001 (24 years old) and the West Parking Structure was built in 2007 (18 years old). Both the Parking Structures have been experiencing equipment failures, costly repairs, and many of the replacement parts have become obsolete. Staff have been working with TK Elevators for the past several years to keep the elevators functional and in compliance with the State of California regulations. This has led to costly repairs and the elevators to be down for long periods of time until replacement parts could be located. The non-functioning elevators have become more frequent as the elevators continue to age and have become especially noticeable at the West Acequia Parking Structure due to the high-volume use for Kaweah Health patients and staff.

There are two (2) elevators within the West Acequia Parking Structure and one (1) at the East Acequia Parking Structure. Of these elevators only one elevator is currently operational at West Acequia Parking Structure and continues require maintenance to resolve functional issues. The other two (2) elevators have experienced operational failures and have been out of service for several months.

Fire Station 52 was built in 1995 and is 30 years old. The elevator has been non-operational since April 2024 after failing the State required load test. During this time, TK Elevators discovered that the hydraulic ram that lifts and lowers the elevator cart was failing and would need to be replaced for the elevator to pass inspection and be operable for use. This is a costly repair due to the design of the system.

To get the three elevators operational (2 at parking structures + 1 at Station 52) and modernize the one functional elevator, Council awarded a contract to TK Elevator for $804,013 to modernize the four elevators by doing a major overhaul on them in November 2024. Over the last six months, TKE has been manufacturing components for the elevators. Since the contract award, material costs have been documented to have increased by $10,000 (change order #1). In addition, it was discovered that the insolation inside the hydraulic tank of the south elevator at the West Acequia Parking Structure had separated and contaminated the hydraulic oil, destroying the hydraulic control valve. During the original evaluation of the elevators the hydraulic tanks were in good condition. The cost for

the removal and installation of new hydraulic tanks is $90,000 (change order #2)

Staff is also anticipating a third change order (change order #3) for the replacement and relocation of the elevator hydraulic line at Fire Station 52. The existing hydraulic line runs under the concrete bays and is directly buried in the soil. TK Elevator will need to install the new hydraulic ram to test the existing hydraulic line. It is hopeful that the line is functional, but if the line fails the pressure test, we will need to install a new hydraulic line across the building from the machine room to the elevator. The estimated cost for this change order is $100,000. These three change orders total $199,306.

In addition, TKE has informed staff that the Fire, Life, Safety systems will also need to be updated to meet the current building code. The System will need to be updated for the three non-operating elevators plus the one functional at the West Parking Structure. This work will need to be performed by another vendor who will coordinate with TKE. Staff are currently receiving quotes from our current vendor for the system upgrade. If the price is more than $100,000, staff will return to Council for the award. This does not need to be approved by the Measure N Committee, just the budget amendment.

Measure N Budget Amendment Process:

- Recommendation to City Council to make changes and present them to the Measure N Committee;
- Staff receives comments by Committee;
- Staff conducts two public hearings at regular Council Meetings to consider amendments.

Staff is requesting that the Council proceed with the Measure N process and conduct the first public hearing in order to continue with the Measure N budget amendment process for the three change orders, Safety System upgrades, and a 10% construction contingency for any unforeseen issues that may arise totaling $519,638.

Any remaining funds at the completion of the elevator modernization project would be disbursed back to the Measure N funds.

Fiscal Impact: During the 2024/25 Budget process, Council approved a $1.18 million capital project in the Measure N Fund for Building Maintenance. This project is used for roof repairs, HVAC replacements, and large miscellaneous repairs to City facilities.

The life expectancy of an elevator is now twenty years. Based on the age of the elevators and ongoing issues, staff had included the elevator repairs in the budget to be performed in phases, starting with the two (2) elevators at the West Acequia Parking Structure in FY 24-25, and the one (1) elevator at the East Acequia Parking Structure to be completed in FY 25-26. Fire Station 52 was not originally included in the budget due to not having any major issues. To stay within the elevator budget, Station 52 was swapped with the second elevator in the West Parking Structure.

Staff are requesting to continue the Measure N amendment process to appropriate an additional $519,638 as shown in the table below.

Modernization of elevators within both parking structures	
and Fire Station 52 Project	
Current Budget	**$804,013**
Change Order #1 - Tariff cost increase	$9,306
Change Order #2 - Hydraulic Oil Reservoir Tanks (West Parking Stru	$90,000
Anticipated Change Order #3 - Hydraulic line replacement and reloca	$100,000
Fire, Life, Safety required upgrades - All elevators (estimate)	$200,000
Construction Contingency (est.10%)	$120,332
Total Estimated Project Costs	$1,323,651
Total Additional Appropriation Request	$519,638

Any remaining funds at the completion of the elevator modernization project would be disbursed back to the Measure N fund.

Prior Council Action: August 4, 2025 - Authorized staff to enter into Measure N Amendment Process and approved change orders 1 through 3 to TK Elevator.

June 17, 2024 - the City Council approved the appropriation of $310,000 in CIP CP0250 for the modernization of the elevators within the 300 E Acequia Parking Structure.

Other: None

Alternatives: Reject staffs request to conduct a public hearing and perform a second Request for Bids. This will delay the repairs and use of the elevators to reach the upper levels of the facilities.

Recommended Motion (and Alternative Motions if expected):
Conduct the first of two Public Hearings to amend the Measure N Spending Plan for an amendment to the current contract Plan to appropriate an additional $519,638 for the modernization of elevators within both parking structures and Fire Station 52.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/18/2025

Attachments: TK Elevator Tariff Change Order #1, TK Elevator Hydraulic Tanks Change Order #2

Subcontract Change Order Request

Date:

PROJECT NUMBER: 276183
CONTRACT DATE: 01/06/2025
CHANGE ORDER NUMBER: 1

PROJECT NAME: City Of Visalia-4 Car Omni
PROJECT ADDRESS: Visalia City

CONTRACTOR NAME: City Of Visalia
CONTRACTOR ADDRESS: 707 W Acequia Ave
Ca,93291

SUBCONTRACTOR NAME: TK Elevator Corporation
SUBCONTRACTOR ADDRESS: 940 Riverside Parkway
West Sacramento, CA

This request for a formal Change Order is made for the above-referenced Contractor and specifically intends to modify and amend the work, price and/or terms set forth in above-referenced Subcontract as follows:

An additional sum of $ 9305.80 shall be added to the contract price in connection with import charges passed on to TK Elevator by its suppliers as a consequence of new and/or increased government-mandated tariffs.

City Of Visalia acknowledges and agrees to issue a formal, signed change order to TK Elevator covering this additional amount prior to the release or procurement of any affected materials.

This escalation applies solely to tariff-related increases.

Total Amount of this Change Order to be added to the contract price: $ 9305.80

In the event of any conflict between the work, price and/or terms and conditions of the above-referenced Subcontract or prior change orders thereto and this Change Order, this Change Order shall be final. Please sign two (2) copies of this Change Order and return two (2) copies to TK Elevator. A fully executed copy of this Change Order will be returned to you for your files.

Signed Acceptance:

By signing this Change Order where indicated below, the Contractor's signatory hereby acknowledges (a) that the Contractor agrees to all of the terms and conditions contained herein, (b) that the signatory has the authorization necessary to bind the Contractor to agreements of this nature, and (c) that this form is valid and binding notwithstanding any conflicts with procedures and/or forms required by the original Subcontract referenced above which are deemed to have been waived.

This change order/notice scope of work requires the anticipated or current project schedule, and associated time frames, to be adjusted commensurate with the time necessary for the engineering, material procurement and additional labor. TK Elevator will provide a revised project schedule on expedited schedule change order/notice scope of work to the purchaser upon request.

Subcontractor:
TK Elevator Corporation

Contractor:
City Of Visalia

By:
Title:

Date:

By:
Title:

Date:

Subcontract Change Order Request

Date: 06/09/2025

PROJECT NUMBER:	276183
CONTRACT DATE:	1/6/2025
CHANGE ORDER NUMBER:	1
PROJECT NAME:	DOWNTOWN PKG & FIRE STATION 52
PROJECT ADDRESS:	2224 W MONTE VISTA VISALIA, CA, 93277-7227
CONTRACTOR NAME:	City Of Visalia
CONTRACTOR ADDRESS:	336 N Ben Maddox Way Visalia, CA, 93292
SUBCONTRACTOR NAME:	TK ELEVATOR CORPORATION
SUBCONTRACTOR ADDRESS:	940 Riverside Pkwy, Ste 20 West Sacramento, CA, 95605

This request for a formal Change Order is made for the above-referenced Contractor and specifically intends to modify and amend the work, price and/or terms set forth in above-referenced Subcontract as follows:

This change order covers the material and labor to replace the (2) Schindler Tank units, Rupture/Overspeed/Shutoff Valves for 222 Acequia Parking Garage.

City Of Visalia agrees to issue a formal change order to TK Elevator for the described work before any associated material will be ordered and labor will be scheduled.

Total Amount of this Change Order to be added to the contract price: $90,000.00

In the event of any conflict between the work, price and/or terms and conditions of the above-referenced Subcontract or prior change orders thereto and this Change Order, this Change Order shall be final. Please sign two (2) copies of this Change Order and return two (2) copies to TK Elevator. A fully executed copy of this Change Order will be returned to you for your files.

Signed Acceptance:

By signing this Change Order where indicated below, the Contractor's signatory hereby acknowledges (a) that the Contractor agrees to all of the terms and conditions contained herein, (b) that the signatory has the authorization necessary to bind the Contractor to agreements of this nature, and (c) that this form is valid and binding notwithstanding any conflicts with procedures and/or forms required by the original Subcontract referenced above which are deemed to have been waived.

This change order/notice scope of work requires the anticipated or current project schedule, and associated time frames, to be adjusted commensurate with the time necessary for the engineering, material procurement and additional labor. TK Elevator will provide a revised project schedule on expedited schedule change order/notice scope of work to the purchaser upon request.

Subcontractor:		Contractor:	
TK Elevator Corporation		**City Of Visalia**	
By: Edward Werley	Date: 06/09/2025	By: Donny MacLennan	Date:
Title MANAGER - PROJECT III, FIELD		Title: Facilities Superintendent, Building	

Visalia City Council

Staff Report

File #: 25-0251 **Agenda Date:** 8/18/2025 **Agenda #:** 1.

Agenda Item Wording:
Upcoming City Council Meetings

Tuesday, August 19, 2025 @ 6:00 p.m. Special Joint Meeting with Visalia City Council and Visalia Planning Commission at Visalia Convention Center, 303 E. Acequia

Tuesday, September 2, 2025 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates and times are subject to change, check posted agenda for correct details. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings contact 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.