Visalia City Council

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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, February 2, 2026 **7:00 PM** **City Council Chambers**

ROLL CALL

CALL TO ORDER REGULAR SESSION - 7:00 PM

PLEDGE OF ALLEGIANCE

INVOCATION

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. **25-0633**

2. **Award professional services contract** - Authorize the City Manager to award a professional services contract to Roadway Asset Services for the update of the City's pavement management program in the amount of $499,929 and appropriate $190,000 from the Gas Tax Fund. **25-0587**

3. **Award Local Road Safety Action Plan Contract -** Authorize the City Manager to award the contract to Kimley-Horn and Associates to develop a Local Road Safety Action Plan in the amount of $268,912.36, and appropriate an additional $259,900 from the Transportation Fund to be reimbursed by the Tulare County Association of Governments. **25-0598**

4. **Authorization to award a contract with ProForce** - Request authorization to award a three (3) year purchase contract to ProForce Law Enforcement DBA ProForce Marketing, Inc., located in Prescott, Arizona for an amount not to exceed $158,000 for replacement ballistic vests and vests for new hires for the Visalia Police Department. **25-0608**

5. **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 $226,800 to $331,800 to haul biosolids from the Visalia Water Reclamation Facility and appropriate an additional $273,000 from the Wastewater Fund. **25-0631**

6. **Approve a contract amendment with Holloway Environmental Solutions -** Approve an amendment to the contract with Holloway Environmental Solutions to increase the not-to-exceed amount from $144,000 to $312,000 to provide disposal services for the 2024 biosolids stockpile generated at the Visalia Water Reclamation Facility. **25-0632**

7. **Authorization to apply for the CHP Cannabis Tax Fund Grant -** Authorize the Visalia Police Department to apply for the California Highway Patrol Cannabis Tax Fund Grant Program for up to $157,000 and submit the application by the February 23, 2026 deadline, if awarded, authorization to accept, and to appropriate the $157,000 from the General Fund. **25-0624**

8. **Contract for the transport of road materials-** Authorize the City Manager to award an annual contract to Mike Clark Trucking Services for the transport of road materials. The contract shall not exceed $126,000 annually and is renewable each year for a potential total of (5) years. **25-0635**

9. **Contract award for total compensation and comprehensive classification study -** Authorize the City Manager to award the contract to conduct a total compensation and comprehensive classification study to Gallagher Benefit Services, Inc., in the amount of $391,600 and authorize the appropriation of $141,600 from the General Fund. **25-0637**

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. **Citizens Advisory Committee 2026 work plan calendar presentation** **25-0628**

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings **25-0634**

Tuesday, February 17, 2026 @ 7:00 p.m. at 707 W. Acequia

Monday, March 2, 2026 @ 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

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0633 **Agenda Date:** 2/2/2026 **Agenda #:** 1.

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

Visalia City Council

Staff Report

File #: 25-0587 **Agenda Date:** 2/2/2026 **Agenda #:** 2.

Agenda Item Wording:
Award professional services contract - Authorize the City Manager to award a professional services contract to Roadway Asset Services for the update of the City's pavement management program in the amount of $499,929 and appropriate $190,000 from the Gas Tax Fund.

Prepared by:
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Department Recommendation: Staff recommends that Council authorize the City Manager to award a professional services contract to Roadway Asset Services, LLC for the update of the City's pavement management program in the amount of $499,929 and appropriate $190,000 from the Gas Tax Fund.

Summary:
Request for Proposals 24-25-54 (RFP) for professional services for the update of the City's pavement management program was issued October 10, 2025, and five proposals were received. Upon initial evaluation of the proposals by City staff, three consultants were selected to move forward to the interview phase of the selection process: Applied Research Associates (ARA) (Ventura, CA), Infrastructure Management Services (IMS) (Largo, FL), and Roadway Asset Services (RAS) (Austin, TX). Roadway Asset Services, LLC was selected from the interviewed firms based on consideration of both the written proposals and the interviews.

This project's scope of work will include re-surveying City streets, updating data in the City's existing Pavement Management Program (PMP) software, conducting a comprehensive assessment of road network pavement conditions, and developing a PMP report to guide future maintenance.

Background Discussion:
The City's current pavement management program (PMP) was established in 2012, when Infrastructure Management Services (IMS) was contracted to procure infrastructure management software and conduct an initial pavement condition survey. IMS was selected out of eight proposals received in response to RFP 11-12-36. In addition to procuring software and conducting a pavement condition survey, their scope of work also included developing a five-year pavement maintenance plan and establishing an inventory of traffic signs and pedestrian ramps. The results of their efforts were implemented in 2013, guiding street maintenance and rehab projects.
In 2017, Public Works issued RFP 17-18-27 Street Field Survey & Analysis to procure services to conduct a second pavement condition survey and update the PMP. IMS was the sole proposer, and in 2018 the firm was contracted to perform the second field survey and update to the PMP. The initial

results of the condition survey were presented to Council in November 2019, and the PMP report was finalized in 2020.

The PMP software, Lucity (acquired by CentralSquare Technologies early 2019), provides maintenance recommendations based on input pavement conditions data using standard pavement deterioration rates. Based on the results of the field condition surveys conducted in 2012 and 2018 and input into Lucity by IMS, the program models the continual deterioration of roadways and provides guidance on the optimal type, timing, amount, location, and budget for street maintenance.

Just like any other computer model, Lucity can only make predictions based on the data it has available. If the maintenance and road rehabilitation performed by Engineering and Public works is not recorded in the software, it will not be incorporated into the modeling calculations. Additionally, the deterioration rates used by Lucity are generalized, and may not accurately reflect the deterioration rates of individual roadways. Periodic recalibration with field condition surveys serves to keep the model as accurate as possible. Conducting field condition surveys every five or so years is recommended to maximize the functionality of the PMP.

The City issued RFP 24-25-54 to update the PMP on October 10, 2025. The requested scope of work included conducting a field pavement condition survey of all public, City-maintained streets and alleyways, including new streets constructed since the last survey (approximately 48 miles), updating the traffic sign inventory and performing retro-reflectivity testing of traffic signs, inputting all collected data into the City's Lucity program, and developing a five-year maintenance plan.

RFP 24-25-54 closed November 13, 2025, with five proposals received. A selection committee was established with representatives from Engineering, Public Works, and Information Services. Based on evaluation of the proposals, three firms were selected by the committee to proceed to the interview phase of the selection process: Applied Research Associates (ARA) (Ventura, CA), Infrastructure Management Services (IMS) (Largo, FL), and Roadway Asset Services (RAS) (Austin, TX).

Interviews of the three firms took place on December 15, 2025. All of the firms selected for interviews provided compelling presentations and were qualified to perform the services requested. Of the three firms, staff identified RAS as the top candidate due to their thorough and well-structured proposal, their presentation during the interview, and their excellent responses and engagement during the interview Q&A which not only demonstrated a clear understanding of the scope of work but also highlighted their technical expertise. Members of the RAS project team previously worked for IMS and were involved in the initial establishment of the City's PMP in 2012.

During the negotiations, staff refined the scope of work based on the advice of RAS. Two items included in the RFP, retro-reflectivity assessment of traffic signs and an inventory of pavement striping and marking, were removed from the scope of work. The Streets Department currently replaces signs based on a maintenance schedule, removing the need to assess retro-reflectivity, and uses other methods to keep track of pavement striping, removing the need for a new inventory at this time.

There are several items selected by city staff to include in the scope of work that go beyond the 2018 scope of work, which are elaborated on below.

Ground penetrating radar structural testing: Previously, pavement structural testing by IMS consisted solely of falling weight deflection (FWD) testing of arterial and collector roadways to gauge the structural strength of their pavement sections. The result of this testing was quantified as a structuraliIndex (SI), which was factored into the overall Pavement Condition Index (PCI) of arterial and collector roadways. The SI is also used by the PMP to aid in selecting appropriate rehabilitation strategies. This time, in addition to FWD testing, staff is also requesting the consultant conduct ground penetrating radar (GPR) on arterial and collector roadways in order to provide a more complete picture. GPR can produce a continuous profile of existing road conditions and will provide pavement and structural section thickness data. This information will significantly improve pavement modeling accuracy and will help ensure appropriate rehabilitation methods are recommended in the PMP. Currently, staff has to obtain pavement cores for each street proposed street rehabilitation project at a cost of approximately $10-$20,000 per project. Performing this GPR survey is anticipated to save the city money in the long-term. The addition of GPR is anticipated to be a one-time cost to catalog all existing major roadways with the intention that Engineering and Public Works staff will maintain the inventory moving forward by inputting road rehabilitation and construction data as projects occur. Staff anticipate FWD testing on major roads being repeated once every third calibration survey moving forward (roughly every 15 years). Both FWD and GPR are non-destructive testing methods.

Traffic Sign Inventory: In 2018, IMS inventoried and assessed the reflectivity of traffic signs on arterial and collector roadways only, which consisted of 360 test-miles. Given that Public Works maintains signs on a scheduled basis, the reflectivity assessment is no longer needed, but a more complete database is necessary. Staff are requesting that RAS inventory traffic signs, including street name blades, on all city streets consisting of 1,091 test-miles. This is anticipated to be a one-time cost to complete the sign inventory with the intention that Engineering and Public Works staff will maintain the inventory moving forward by adding new signs as they are installed.

The one-time costs of GPR and the Traffic Sign Inventory total to $111,093.50 of the total contract amount.

RAS videologger: As a part of the field condition survey, the consultant collects an enormous amount of high-resolution imagery data, including panoramic right of way imagery and 3D pavement imagery collected by the laser crack measurement system (LCMS) vehicle. All of this data will be provided to the city. RAS' Videologger is a web-hosted, full-service image viewer that will allow staff to view pavement and ROW imagery for any surveyed location. This service will enable staff to get functional use out of the immense amount of imagery data. This service is not intended to replace Lucity but as an additional tool to help staff get the most out of the field condition survey results. Staff is proposing purchasing five years of Videologger access.

Lucity Support Service Package: To ensure city staff are able to maintain the PMP moving forward, staff have requested RAS provide support services as-needed after completion of the field condition survey and PMP report. This support package budgets approximately 85 hours of additional support on a time and materials not to exceed without further city approval basis.

Fiscal Impact:

This project is funded by the Gas Tax as shown in the table below.

CP0703 Pavement Management Plan	
Project Funding	
111 - Gas Tax	$ 360,000.00
Expenditures	
Staff Time (Estimated)	$ 50,000.00
RAS Base Services	$ 350,235.50
GPR Add-On	$ 53,498.50
Traffic Sign Inventory Add-On	$ 56,095.00
RAS Videologger (5 years)	$ 20,100.00
Lucity Support Package (T&M)	$ 20,000.00
Expenditures Subtotal:	$ 549,929.00
Budget Shortfall	$ (189,929.00)
Appropriation Request	$ 190,000.00

Staff requests an appropriation of $190,000 from the Gas Tax to address the anticipated budget shortfall.

Prior Council Action:
November 18, 2019 - Presentation and discussion regarding the City of Visalia Pavement Management Program

March 19, 2018 - Council authorized execution of an agreement for RFP 17-18-27 Street Field Survey and Analysis in the amount of $299,995 to Infrastructure Management Services (IMS) and appropriation of an additional $150,000 from various Gas Tax projects.

January 14, 2013 - City staff presented an update on the development of the pavement management program, initial analysis, and conclusions.

March 5, 2012 - Council authorized execution of an agreement for RFP 11-12-36 Pavement Management Program & Asset Management Development in the amount of $241,608 to Infrastructure Management Services (IMS) and appropriation of an additional $50,000 in grant funding received from the Tulare County Association of Governments (TCAG) and $40,000 from the Gas Tax Fund.

November 21, 2011 - Council authorized issuance of an RFP to purchase Infrastructure Management Software, hire a consulting firm to perform a citywide roadway pavement inventory, and develop a Pavement Management Program along with allocating $200,000 in Gas Tax funds to pay for the software, inventory, and consulting services.

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award a professional services contract to Roadway Asset Services, LLC for the update of the City's pavement management program in the amount of $499,929 and appropriate $190,000 from the Gas Tax Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 2/2/2026

Attachments:
1. Negotiated Scope of Work
2. Disclosure
3. Contract

Attachment A

City of Visalia FY26 Pavement Condition Survey

RAS understands that the City of Visalia, California desires to conduct a field survey of the pavement conditions on all City maintained roadways in accordance with the ASTM Standard D6433 "Standard Practice for Roads and parking Lots Pavement Condition Index (PCI) Surveys." The PCI based pavement condition survey is to be conducted on approximately 729 survey miles of paved roads in the City limits on each street segment and tagged with a unique ID in the Lucity linked feature-class layer in GIS.

The CONSULTANT (Roadway Asset Services, LLC.) shall provide the following services to the OWNER (City of Visalia, CA):

- Mobile data collection of roadway imagery and pavement distress for approximately 729 survey miles (assumes driving two directions on the arterial and collector roadways)
- ASTM D6433 compliant pavement rating and assessment for approximately 729 survey miles.
- FWD & GPR testing on the arterial and collector roadways for approximately 355 survey miles.
- Inventory the following items: Modified ASTM D6433 PCI & IRI.
- Verify pavement widths using the most recently available aerial photography.
- Conduct an onsite pilot to verify distress data capture with OWNER staff.
- Provide data in an Excel format and Geodatabase format for review purposes.
- Traffic sign inventory that is reconciled with City's existing sign inventory (gap analysis).
- Load the pavement inspection and sign inventory data to a Lucity test and/or production environment.
- Import legacy data to Lucity. Data to be supplied by OWNER in Excel format that contains the subsegment IDs for all historical data.
- Review/update the analysis operating parameters and configuration of Lucity.
- Update the supersegments as necessary and input new supersegments for new segments.
- Perform a pavement analysis and run the budgetary model updates within Lucity.
- Conduct two half day virtual Lucity training sessions. Training can be broken down into 4 – 2-hour virtual sessions to ease the training as well.
- Deliver a final report explaining the condition results and analysis model forecasts.
- Deployment of RAS Videologger with 5 years of hosting included.
- Client Success Package starting in Year 2 (Lucity pavement analysis support).

Task 1 & 2 – Project Initiation, GIS Centerline Identification, Field Setup, GPS Network Creation, & Mobilization

Upon notice to proceed the CONSULTANT will arrange a kick-off meeting to confirm the project requirements and scheduling. The kick-off meeting will include proposed key personnel and the OWNER's project members. During the meeting, CONSULTANT will present the proposed Project Approach, which includes project equipment, software, methodology, schedules, and deliverables. The proposed approach will be finalized based on the OWNER requirements and decisions during the meeting. CONSULTANT will request that the OWNER provides an existing Lucity database backup, previous inventory of street conditions, road centerlines, Geographic Information System (GIS) layers, and aerial imagery for project use. Project communication protocol such as documentation, accounting methodologies, and data format, will be confirmed during the meeting.

CONSULTANT will use the existing Lucity linked centerline data and Lucity database provided by the

OWNER and create a pavement database based on the centerline layer. Each road subsegment record in the centerline layer will have a corresponding record in the Lucity pavement database.

CONSULTANT will work with the OWNER to maintain the unique identifier of each of the road segments on the OWNER road network so that the pavement database will maintain a link to the existing GIS data.

CONSULTANT will provide project management for the duration of the project, including coordinating and attending meetings via web meetings or in person with OWNER, data research and collection efforts as required, preparing bi-weekly progress reports, and schedule updates. Bi-weekly progress reports will include the miles collected for the current reporting period as well as cumulative totals.

The CONSULTANT will mobilize to collect roadway data and images for the 729 survey miles of roadway using a Roadway Asset Collection (RAC) vehicle.

Task 1 & 2 Deliverables:

1. The CONSULTANT will deliver bi-weekly progress reports and schedule updates.
2. The CONSULTANT will provide the OWNER with a centerline assessment document for review and approval.
3. The CONSULTANT will conduct a review of the Lucity subsegment/segment features in the synchronized centerlines against the inventory that resides within Lucity. They are assumed to be one-to-one and if additional clean-up is required, RAS will work with City staff to determine the level of effort and cost to conduct any optional Lucity clean-up services.

Task 3 – Collect Street Network Surface Conditions

The CONSULTANT team consists of a driver and operator who will systematically drive the automated data collection vehicle on the road segment listings provided by the OWNER. The CONSULTANT will collect pavement data with two passes on the arterial and collector roadways, while single pass testing residential roadways. CONSULTANT proposes to use its collection vehicle line scan camera with laser illumination and right-of-way cameras to capture pavement and ROW images to be used during the pavement rating process. Unpaved roads will not be surveyed.

CONSULTANT and OWNER to identify approximately 10 miles of roadway for the field validation stage.

CONSULTANT will record all pavement distress data by collecting images at 20-ft maximum intervals with an automated data collection survey vehicle equipped with a Laser Crack Measurement System (LCMS-2) for automated pavement data acquisition, HD camera system for capturing right-of-way imagery and a laser profiler which includes at minimum two-line lasers for capturing roughness and ride data.

CONSULTANT will perform data field collection on paved roads using a state-of-the-art Roadway Asset Collection (RAC) vehicle or similar equipment from our equipment supplier with following systems mounted:

- HD cameras for right-of-way georeferenced images: Forward, Left, Right, and Rear (4 views).
- LCMS-2 pavement 2D/3D imaging.
- Longitudinal profile with 2-line lasers (left and right wheel paths) Distance measuring instrument (DMI) with an accuracy of +/- 0.1%.
- Differentially corrected GPS (DGPS) with an accuracy of +/- 2 feet.
- Applanix POS/LV 220 to compensate for difficult GPS conditions in urban environments.

RAC vehicles collect all pavement and right-of-way images, IMU, DMI and profiler data concurrently.



RAC Automated Data Collection Vehicles

The International Roughness Index (IRI) will be collected using a class 1 road surface profiler. The road surface profiler meets all ASTM E-950 standards for evaluating the smoothness of pavement.



Example Imagery from HD Cameras

Task 3 Deliverables:

1. CONSULTANT will collect Right-of-Way imagery for all segments collected.
2. CONSULTANT will collect downward-facing LCMS Pavement Imagery for all segments driven.
3. CONSULTANT will collect International Roughness Index (IRI) values for each road segment delivered.

Task 4 – Pavement Condition Index (PCI) - Modified ASTM D6433

CONSULTANT will evaluate the PCI survey results in accordance with ASTM D6433. CONSULTANT will provide 100% survey of all lanes driven using CONSULTANT pavement analysis tool, **RoadTRIP®** (Technical Rating Intelligence Program) to evaluate the pavement condition using automated algorithms per the ASTM D6433 pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, block cracking, rutting, weathering, raveling, potholes, and patching. Experienced pavement engineers will review the resultant output for accuracy and make any corrections that may be needed. CONSULTANT will also collect and process network geometrics: GPS, radius of curvature, and grade.

RoadTRIP® software allows the pavement and right-of-way imagery to be synchronized and the distress data to be displayed geospatially to provide another layer of RAS quality assurance.



Pavement Condition Evaluation within **RoadTRIP®**

CONSULTANT will provide final PCI and Distress data in an Excel format and a Geodatabase for review prior to commencing a load to the OWNER's Lucity test site.

CONSULTANT will communicate with the OWNER to gather required information to define all the distress types. Each collected GIS road segment will be populated with its respective PCI as well as any other derivative indices used to make up the PCI, such as the Roughness Index (RI) and the Structural Index (SI) (if scoped for this project). If the deflection testing is not performed to update the SI during this cycle, historical values can be utilized in place of current values.

Task 4 Deliverables:

1. CONSULTANT will deliver a final GIS file geodatabase containing collected pavement data (containing

the Type, Severity and Extent of distresses along the road segment as defined by the ASTM D6433 methodology), widths, distresses, pavement geometrics, and PCI value.

2. CONSULTANT will deliver a final Excel database file with the same information included in the GIS file geodatabase.

Task 5 – FWD & GPR Testing (Arterials and Collectors Only)

The CONSULTANT will perform Falling Weight Deflectometer (FWD) testing and Ground Penetrating testing for the arterial and collector roadways. Surveys will be conducted at intervals of approximately 500 feet of roadway, with a minimum of one test per road segment. The FWD tests will be conducted in accordance with ASTM D4694 "Standard Test Method for deflection with Falling-Weight-Type Impulse Load Device" and ASTM D4695 "Standard Guide for General Pavement Deflection Measurements".

The FWD tests will be used to determine the stiffness-related parameters of the pavement structure. A Structural Index (SI) will be back calculated from the FWD sensor data and tied to the existing pavement section (Subsegment ID) as an SI index attribute for each roadway surveyed. FWD testing does not require lane closures, but it is a stop and go process, which will require the use of a shadow vehicle. During discussions with CLIENT, it was determined a shadow vehicle for the FWD testing task will be supplied by a local third party traffic control contractor under the CONSULTANT's contract and supplied as a part of the services.

The Ground Penetrating Radar (GPR) system can be equipped with two antennas; an air-horn antenna with a frequency of 2.0 GHZ (base scope). A GPS unit with sub-foot precision is mounted with the GPR, so that all the data are geotagged. Experienced project engineers will perform the pavement layer thickness analysis. The raw data is filtered from background noise. Then, the data analysis engineer detects the traces of the interfaces through the entire testing length. CONSULTANT has the capability to provide data and results in both tabular and graphical formats.

Task 5 Deliverables:

1. CONSULTANT will perform FWD testing on the selected roadways by conducting a pass in each direction of travel. The data will be harnessed to back calculate a Structural Index (SI).
2. CONSULTANT will perform GPR testing on the selected roadways by conducting a pass in each direction of travel. The data will be analyzed to deliver a surface layer thickness measurement.
3. CONNSULTANT will populate the pavement inventory (GIS database) with attributes for a Structural Index (SI) and a pavement thickness measurement. Data will be associated to the subsegment ID

Task 6 – Traffic Sign Inventory

CONSULTANT's Pavement and ROW collection vehicles will collect public right of way asset inventory of 1,091 lane miles. The vehicles will capture images at an interval of approximately 20 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. CONSULTANT will collect the following attributes:

Sign Attributes (Point Feature):

- AssetID
- X,Y Location
- MUTCD Code
- Sign Text
- Photo Image link
- Physical Condition Rating
    - Good: sign is visible, not faded, straight/upright, legible, no graffiti

    - Fair: sign has minor to no visual defects with good reflectivity, not faded, straight/upright, legible, no graffiti = sign that may need replacement after 5 or more years
    - Poor: sign has many visual defects with poor reflectivity faded, bent, or pushed over (sign panel or post), heavy graffiti; obstructed; not visible or legible = sign needs immediate replacement
- Location (Street Name asset located on)
- Post Total
- Sign Face Direction
    - E, W, N, S, NW, NE, SW, SE, EW, NS
- Travel Direction
    - E
- Comments
- Obstructed
    - Yes
    - No
- Legend Color
- Back Color
- Hump Case
    - Yes
    - No
    - N/A
- Support structure type
    - Wood Pole
    - Bridge
    - U-Channel
    - Utility Pole
    - Mast Arm
    - Pipe
    - Steel Square
    - Streetlight
    - Traffic Signal
    - Other



TASK 6 Deliverables:

1. CONSULTANT will deliver a traffic sign inventory including supports with attributes identified above in a GIS file geodatabase

Task 7 – Pavement Width Verifications

The CONSULTANT will use aerial imagery and the images from the RAC camera system to capture the width of pavement for each street segment to compare with any existing database information. CONSULTATNT will capture multiple widths for each pavement segment, including noticeable width changes (including turn lanes) to ensure an acceptable average width per segment is acquired for budgetary modeling purposes and load to Lucity. Lengths for each pavement segment will be verified from the RAC vehicle's GPS and IMU data and compared to the existing database.

Task 7 Deliverables:

1. CONSULTANT will deliver the width and length measurements as an attribute within the final dataset.

Task 8 – Onsite RAS Data Reviews of Pilot Roads

CONSULTANT will conduct an onsite pilot verification of approximately 10 miles of roadway, based on selection by the OWNER, to provide a preliminary review of the condition data and resulting PCI scores. CONSULTANT will perform a field evaluation, coordinated to include the OWNER, to review the field conditions and compare to the evaluation and PCI results.

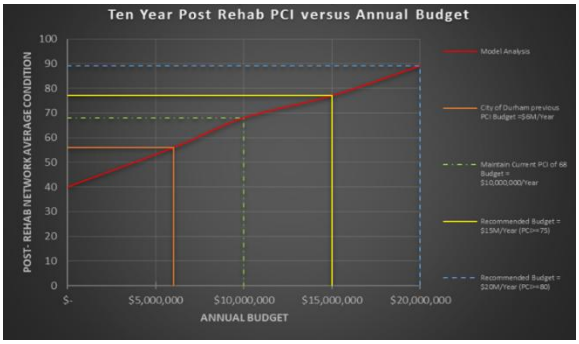
Task 8 Deliverables:

1. CONSULTANT will deliver results of the pilot study in Excel format
2. CONSULTANT will conduct an onsite field validation of the results with the OWNER.

Task 9 & 10 – Spatial Analysis & Development of SuperSegments & Lucity Configuration, Pavement Analysis, Budget Scenarios, 5-Year Plan

The CONSULTANT will review the existing configuration of the OWNER's Lucity pavement module to ensure the operating parameters are up to date. Operating parameter review includes the following:

- Review of existing Supersegment layer and recommendations after discussions with City staff
- Development and modification of the Lucity linked Supersegment layer
- Proper use of condition indices such as SDI, RI, and SI to calculate final PCI
- Maintenance & rehabilitation activity review/update – PCI triggers and costs
- Deterioration curve review and update
- Input of completed work into the OWNER's production Lucity environment
- Input of planned work into the OWNER's production Lucity environment
- Budgetary model setup and development. Model runs to include the following:
    - Fix all scenario
    - Do nothing scenario
    - Steady state PCI scenario
    - Steady state backlog scenario
    - Current OWNER funding scenario
    - Desired level of service scenario
    - Custom profile scenario #1
    - Custom profile scenario #2



CONSULTANT will work with the OWNER to review and develop constraints and criteria for development of the budget scenarios, including review of typical maintenance treatments used by the OWNER, development of improvement impacts for each treatment, and unit rate costs for each maintenance treatment.

Task 9 & 10 Deliverables:

1. CONSULTANT will develop spatially optimized SuperSegments that adhere to the City's operational objectives for project selections and sizes.
2. CONSULTANT will provide consultation with the OWNER to configure the analysis operating parameters for the analysis in the Lucity software.
3. CONSULTANT will export the results and deliver the multi-year budget scenarios based upon OWNER's criteria and budget as defined during the analysis parameter meetings between CONSULTANT and OWNER.

Task 11 – City Staff Lucity Training

CONSULTANT will conduct a training program covering the basic use of the Lucity pavement module, the logic behind the configuration of Lucity analysis modules, basic inventory management, and suggestions for regular diagnostic reviews to ensure the system is functioning successfully (i.e. all subsegments have a corresponding supersegment, all subsegments have a functional class, all subsegments have a degradation curve, etc.). The training program will cover a total of 8-hours of training. The OWNER and CONSULTANT will determine if the training sessions are to be broken into 2-hour or 4-hour sessions. The CONSULTANT has found that 2-hour session blocks seem to be the most successful to schedule with most municipal agencies. Training is tailored for each agency and can include the following topics:

- System Introduction, Critical Information, Pitfalls, and Data QA/QC Checks (Pavements, Classifications, Current PCI, etc.)
- Supersegments, Condition Data, Analyzed Roads
- Parameters (COD, Critical Zone, Spreadsheet)
- Modeling Overview & Components
- Setup Treatments and Budgets
- Run Additional Budgets, QC Results
- Data Visualization / Review of Results

Task 11 Deliverables:

1. CONSULTANT will perform remote training sessions for OWNER staff.
2. OWNER to provide recording of the training sessions.

Task 13 – Software Data Import: Pavement Condition & Sign Inventory (Lucity/CentralSquare)

OWNER to provide CONSULTANT with legacy pavement inventory attribution (such as completed work) in Excel format for formatting and prep to import to Lucity. All legacy data must have a corresponding Lucity subsegment ID for legacy data import activities.

The CONSULTANT will package up the legacy data, 2026 pavement attribute and inspection data, updated sign inventory (gap analysis), and load it to a Lucity test environment (if available) for OWNER review. Upon acceptance of the OWNER, CONSULTANT will initiate the load to the OWNER's production Lucity environment.

Task 13 Deliverables:

1. CONSULTANT will first load the inspection data to a test environment and proceed to the production environment after acceptance by OWNER staff.

Task 14 – Executive Summary Report & Final Deliverables

CONSULTANT will deliver an Executive Summary and Final Pavement Condition Index Report for the project including:

- Executive Summary.
- Project scope & methodology
- Pavement Condition Assessment
- Pavement Condition Index (PCI) Calculation
- International Roughness Index (IRI) Calculation
- Structural Index Calculation (SI) – if added to the scope of services
- Street segment PCI results throughout the network.

- Street segment IRI results throughout the network.
- Pavement maintenance, preservation, and rehabilitation funding
- Deterioration curves
- Treatment activities and costs
- Budget scenarios
- Overall summary

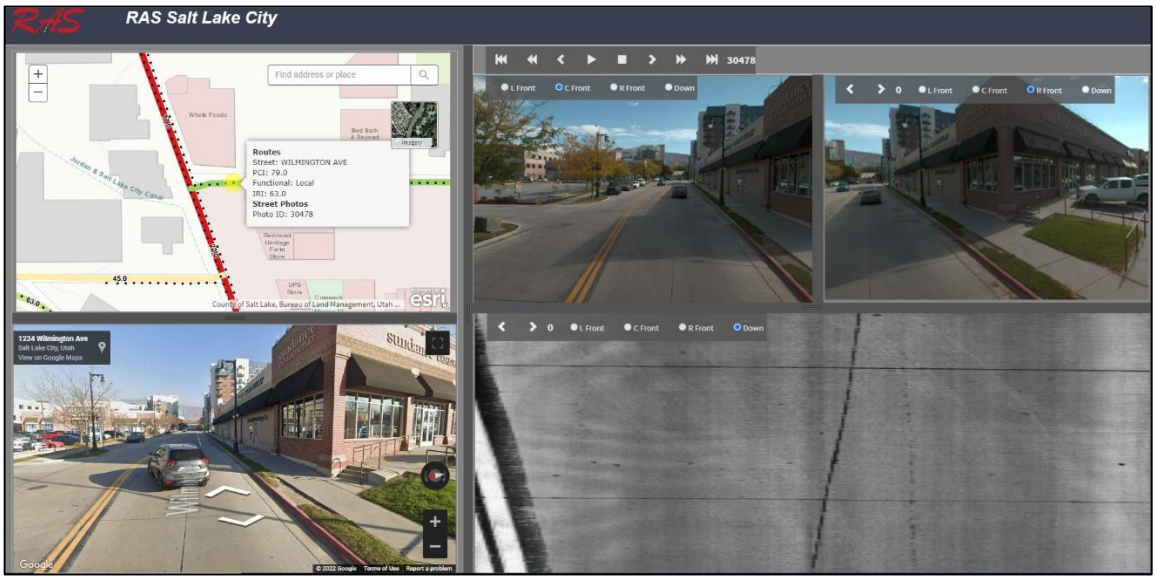
Task 14 Deliverables:

1. PDF report deliverable with AGOL access to report maps.
2. Exhibits to include network PCI and street segment length, lanes, and pavement type.
3. Appendices to include distress definitions, review of technology equipment utilized, review of QA/QC program, and a description of the LCMS device.

Task 15 – Videologger Configuration, Deployment, and 5-years of annual hosting

CONSULTANT will configure and deploy a web-hosted videologger to allow OWNER to perform a virtual drive along the roadway without leaving the office. All right-of-way imagery will be loaded to the videologger in addition to the orthogonal LCMS pavement view used for inspections. The video logger will include an embedded map where the segment level PCI's can also be displayed. The videologger is static in nature and not synchronized with the City's Lucity Web environment.

Year 1 of the videologger will include configuration, deployment, and hosting. In addition, the scope includes an additional 4-year of videologger hosting.



Task 15 Deliverables:

1. CONSULTANT will configure, deploy, and deliver URL access to City staff.
2. An additional 4-years of videologger hosting, starting in Year 2.

Task 16 – Client Success Support Package – PmaaS Bronze Level (Starting in Year 2)

As a dedicated pavement and asset management consultant, RAS is committed to the long-term success and improvement of the City's roadways. As such, RAS can provide on-call pavement and pavement analysis support related specifically to Lucity and/or the industry itself. The 12-month support subscription is meant to be flexible and provide the City with access to consulting services that are dedicated to the use of the Lucity pavement module and pavement/asset management expertise. Hours can be used for additional training or even the assignment of tasks to the RAS support team such as programming in City completed work, assigning tasks (planned work), modifying supersegments when projects do not match their existing geometry, running ad-hoc budgetary scenarios, refreshing PCI, or even simply consulting on best practices related to the use of pavement preservation techniques. The most common use of these support services is a complete refresh of the analysis results in Year 2, after the City has completed one full year of work. The bronze package includes up to 85 hours of support.

Task 16 Deliverables:

1. Up to 85 hours of support related to pavement management, pavement analysis, or even the use of the Lucity pavement modules.

Attachment B

City of Visalia FY26 Pavement Condition Survey

The CONSULTANT fee structure for this assignment can be found below with the compiled tasks to illustrate the full scope of this project. The CONSULTANT fees are based on the proposed scope of work as outlined in Attachment A.

Base Scope of Work

City of Visalia Update of the City's Pavement Management Program				
Task	**Description**	**Units**	**Unit Cost**	**Fee**
	Base Services			
1	Project Initiation & GIS Centerline Identification	1	$1,949.50	$1,949.50
2	Field Set-Up, GPS Network Creation, & Mobilization	1	$8,000.00	$8,000.00
3	Collect Street Network Surface Conditions [Units = Test Miles]	729	$100.00	$72,900.00
4a	Pavement Condition Index (PCI) - Modified ASTM D6433 [Units = Test Miles]	729	$42.00	$30,618.00
4b	Network Geometrics Collection and Reporting [Units = Test Miles]	729	$15.00	$10,935.00
5a	FWD Mobilization & Calibration	1	$7,800.00	$7,800.00
5b	FWD Traffic Control [Units = Hours]* Estimated Fee	291	$200.00	$58,200.00
5c	FWD Testing and Analysis (Arterials & Collectors Only) [Units = Test Miles]	355	$272.60	$96,773.00
5d	GPR Testing and Analysis (Arterials & Collectors) [Units = Test Miles]	355	$150.70	$53,498.50
6	Traffic Sign Inventory [Units = RAS Lane Miles] (Gap Analysis)	1,091	$45.00	$49,095.00
7	Pavement Width Verifications [Units = RAS Lane Miles]	1,104	$8.00	$8,832.00
8	Onsite RAS Data Reviews of Pilot Roads	1	$3,500.00	$3,500.00
9	Spatial Analysis & Development of SuperSegments [Units = RAS Lane Miles]	1,104	$7.00	$7,728.00
10	Lucity Configuration, Pavement Analysis, Budget Scenarios, 5-Year Plan	1	$20,000.00	$20,000.00
11	City Staff Lucity Training: Two (2) Half-Day Training Sessions	1	$3,000.00	$3,000.00
13a	Format Legacy [Pavement Data in XLSX] Data for Import to Lucity 2025.3	1	$1,500.00	$1,500.00
13b	2026 & Legacy Pavement Data Import to Lucity 2025.3	1	$8,500.00	$8,500.00
13c	ROW Asset Data and Imagery Import to Lucity 2025.3 [**Per Asset Feature Class**]	1	$7,000.00	$7,000.00
14	Executive Summary Report & Final Deliverables (Including Imagery)	1	$10,000.00	$10,000.00
15a	RAS Videologger Configuration & Deployment (Year 1)	1	$8,500.00	$8,500.00
15b	RAS Videologger Hosting [Annual Fee] (Starting in Year 2)	4	$2,900.00	$11,600.00
16	Client Success Package - PMaaS Bronze Level (Starting in Year 2)	1	$20,000.00	$20,000.00
Base Services Sub-Total:				**$499,929.00**

Assumptions:

- CONSULTANT to consume OWNER GIS centerline for developing survey mileage.
- OWNER's Lucity database and synchronized GIS centerlines should retain a one-to-one relationship.
- Arterial and collector roadways will be surveyed once in each direction, and the local roadways will be surveyed in a single direction.
    - CONSULTANT to survey 729 miles of paved roadways.
- FWD and GPR testing is to be conducted on arterial and collector roadways in each direction with a

minimum of 1 test per segment; CONSULTANT to survey 355 test miles.

- Roads are to be surveyed when free of debris and standing water at temperatures between 40- and 90-degrees Fahrenheit.
- Bill monthly, lump sum based on percent complete for each task item. Fees are inclusive of labor and expenses.

Optional Services

Task	Description	Units	Unit Cost	Fee
	Optional Services			
17	Pavement Markings/Striping Inventory & Assessment [Units = RAS Lane Miles - No Locals]	355	$80.00	$28,400.00
18	Pedestrian Curb Ramps Inventory & Assessment [Units = RAS Lane Miles]	1,091	$32.00	$34,912.00
19	Sidewalk Inventory & Assessment [Units = RAS Lane Miles]	1,091	$44.00	$48,004.00
20	Sidewalk Obstructions Inventory & Assessment [Units = RAS Lane Miles]	1,091	$30.00	$32,730.00
21	Curb and Gutter Inventory & Assessment [Units = RAS Lane Miles]	1,091	$55.00	$60,005.00
22	Traffic Signals Inventory & Assessment [Units = RAS Lane Miles]	1,091	$29.00	$31,639.00
23	Streetlights Inventory & Assessment [Units = RAS Lane Miles]	1,091	$30.00	$32,730.00
24	Storm Inlets and Catch Basins Inventory & Assessment [Units = RAS Lane Miles]	1,091	$25.00	$27,275.00
25	Guardrails Inventory & Assessment [Units = RAS Lane Miles]	1,091	$48.00	$52,368.00
26	Barriers/Retaining Walls Inventory & Assessment [Units = RAS Lane Miles]	1,091	$42.00	$45,822.00
27	Bike Lanes Inventory & Assessment [Units = RAS Lane Miles]	1,091	$50.00	$54,550.00
28	Driveways Inventory & Assessment [Units = RAS Lane Miles]	1,091	$55.00	$60,005.00
29	Fire Hydrants Inventory & Assessment [Units = RAS Lane Miles]	1,091	$25.00	$27,275.00
30	Manholes Inventory & Assessment [Units = RAS Lane Miles]	1,091	$25.00	$27,275.00
31	Utility Poles Inventory & Assessment [Units = RAS Lane Miles]	1,091	$30.00	$32,730.00

[4]RAS Lane Miles (for ROW Assets) reflect double the centerline mileage; extraction from both sides of the roadway.

Annual PMaaS Service Models

Task	Optional Annual PMaaS Support Packages	Units	Unit Cost	Fee
32	Client Success Package - PMaaS Bronze Level (Starting in Year 2)	1	$20,000.00	$20,000.00
33	Client Success Package - PMaaS Silver Level (Starting in Year 2)	1	$27,000.00	$27,000.00
34	Client Success Package - PMaaS Gold Level (Starting in Year 2)	1	$36,000.00	$36,000.00
35	Client Success Package - PMaaS Platinum Level (Starting in Year 2)	1	$49,500.00	$49,500.00
36	Client Success Package - PMaaS Titanium Level (Starting in Year 2)	1	$63,000.00	$63,000.00

Hourly Rate Schedule

Task	RAS Hourly Billing Rates	Units	Unit Cost	Fee
37	Data Collection Specialist	1	$97.26	$97.26
38	GIS Technician	1	$112.74	$112.74
39	GIS Analyst	1	$121.18	$121.18
40	Database Administrator	1	$121.18	$121.18
41	Senior GIS Analyst	1	$144.61	$144.61
42	Project Engineer	1	$150.15	$150.15
43	Senior Database Administrator	1	$165.58	$165.58
44	Project Manager	1	$173.25	$173.25
45	Senior Project Engineer	1	$183.92	$183.92
46	Senior Project Manager	1	$207.91	$207.91
47	Pavement Consultant	1	$236.13	$236.13
48	Senior Pavement Consultant	1	$271.84	$271.84
49	Principal-in-Charge	1	$291.17	$291.17

Exhibit "A-4"

DISCLOSURE FORMS

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

Roadway Asset Services, LLC
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

6001 W Parmer Lane, Suite 370-1102, Austin, TX 78727
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:
Bart Williamson, Scot Gordon, Rafael Rivera, Mark Kramer, Zac Thomason
Platinum Strategies, LLC

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,
. 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.

Roadway Asset Services, LLC
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Bart Williamson
Signature of Company Authorized Individual

Bart Williamson
Print or Type Name of Authorized Individual

11 / 11 / 2025
Date

Exhibit "A-8"

S A M P L E – Subject to changes
PROFESSIONAL SERVICES AGREEMENT
FOR THE UPDATE OF THE CITY'S PAVEMENT MANAGEMENT PROGRAM

This Agreement, entered into this _____ day of _____, 2025, 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. 24-25-54, 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. 24-25-54, 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, a lump sum amount of _____ 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.

XIV. 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": Scope of Work
Exhibit "B": Project Fees
Exhibit "C": Schedule of Fees for Professional Services

Visalia City Council

Staff Report

File #: 25-0598 **Agenda Date:** 2/2/2026 **Agenda #:** 3.

Agenda Item Wording:
Award Local Road Safety Action Plan Contract - Authorize the City Manager to award the contract to Kimley-Horn and Associates to develop a Local Road Safety Action Plan in the amount of $268,912.36, and appropriate an additional $259,900 from the Transportation Fund to be reimbursed by the Tulare County Association of Governments.

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 24-25-62, Local Road Safety Action Plan, to Kimley-Horn and Associates, Inc of Los Angeles in the amount of $268,912.36, and appropriate an additional $259,900 from the Transportation Fund (281 Fund) which will be reimbursed by the Tulare County Association of Governments (TCAG).

Summary:
City staff issued RFP 24-25-62 to hire a consulting firm to develop the City's first comprehensive, holistic Local Road Safety Action Plan (LRSAP). The LRSAP will be a well-defined strategy aimed at reducing serious injuries and fatal crashes on all roadways in the City of Visalia. The Plan is to lay out strategic actions and offer a proactive approach for Visalia to address their roadway transportation safety issues. The expected result of the LRSAP is to save lives and prevent injuries for all road users resulting from motor vehicle crashes.

Background Discussion:
Local agencies throughout the country have developed Local Road Safety Plans (LRSP). An LRSP is needed for several reasons as it is a data-driven blueprint for saving lives by reducing severe injuries and fatal crashes. A completed LRSP is needed to:

- Secure Funding: Having a completed LRSP is often a prerequisite for local agencies to be eligible for Federal and State transportation grants, such as the Highway Safety Improvement Program (HSIP) or Safe Streets and Roads for All (SS4A) funds.
- Guide Investment: The plan helps guide local investment decisions, ensuring that resources are allocated to the most effective safety countermeasures.
- Coordinate Efforts: The process facilitates collaboration among diverse stakeholders (engineering, enforcement, education, and emergency medical services) to ensure a comprehensive, multi-disciplinary approach to safety.

- Be Proactive: It allows agencies to proactively address high-risk locations and systemic safety issues across their entire network rather than just reacting to where crashes have already occurred.

The development of the first Local Road Safety Action Plan (LRSAP) for the City of Visalia will serve as an effective strategy to proactively identify, analyze, and prioritize roadway safety improvements. The City's LRSAP will create a data-driven strategy for reducing crashes, serious injuries, and fatalities on local roads by identifying the high-risk areas, analyzing the safety issues, developing a "toolbox" of effective safety countermeasures, and prioritizing the recommended improvements. A robust public engagement will be performed engaging residents, underserved communities and key stakeholders in the planning process. The LRSAP will provide evidence based programs, projects and strategies resulting in the City having a plan that works and accomplishes its purpose. The outcome will be the City having the framework to proactively tackle unique local safety needs and the eligibility for securing crucial safety grants for safety projects.

Bidding Process:
The City received proposals from five (5) firms in response to the RFP. A four-person selection committee was established to review, rate and rank the proposals. After the initial ranking was developed, the top three consultants were then invited to interview with the same selection committee that reviewed the proposals. The selection committee again rated the consulting firms to establish the final ranking of the consultants. Following is a list of the final consultant rankings:

No.	Vendor	Location
1	Kimley-Horn & Associates, Inc	Los Angeles, CA
2	TJKM	Pleasanton, CA
3	Toole Design	Oakland, CA

City staff checked references and then opened the fee envelope for the selected consultant and found the fee proposal provided to be consistent with the project budget. The City is ready for City Council to award the project to Kimley-Horn & Associates, Inc. If the project is awarded by the City Council, the consulting team will immediately begin work after execution of the agreement.

Kimley-Horn and Associates, Inc is a leading full-service planning, design, engineering and environmental firm with extensive experience in roadway safety based projects. They have prepared Local Road Safety Plans and Vision Zero plans for over 75 agencies across California. Kimley-Horn understands the unique challenges and opportunities present in Visalia and other central valley communities. They prepared Visalia's ITS Strategic Plan, Tulare County RMA's Comprehensive and Equitable Road Safety Analysis and Priority List Identification, and the City of Bakersfield's Active Transportation Plan.

Fiscal Impact:
The current project budget (CP0555) is funded by Measure R Local (131) in the amount of

$190,000. Staff is requesting an additional appropriation of $259,900 which will be reimbursed by TCAG. Below is a budget summary identifying estimated expenditures for the project.

Local Road Safety Action Plan - Budget Summary	
Project Funding Source:	
Measure R Local (131)	$ 190,000
TCAG	$ 259,900
Total Project Funding	$ 449,900
Project Budget:	
Consultant Fee - Kimley-Horn	$ 269,000
Contingency (10%)	$ 36,000
City Staff Costs	$ 60,000
Total Project Cost	$ 365,000
Estimated Budget Remaining	$ 84,900

Funds to be reimbursed by TCAG require a local match of 11.47% There are sufficient City funds to meet the required local match. Remaining funds after project completion will be returned to the Measure R Local Fund.

Prior Council Action: None

Other: None

Alternatives: Not award the contract and not develop a Local Road Safety Action Plan.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award a contract to Kimley-Horn and Associates to develop a Local Road Safety Action Plan in the amount of $268,912.36, and appropriate $259,900 from the Transportation Fund.

Environmental Assessment Status: Not required.

CEQA Review: None required.

Deadline for Action: 2/2/2026

Attachments: 1) Fee Proposal Kimley-Horn & Associates, Inc; 2) Ownership Disclosure Form; 3) Draft Contract

CITY OF VISALIA
Local Road Safety Action Plan

		Kimley-Horn and Associates, Inc.														
	Name	Fabian Campos	Darryl dePencier	Sowmya Chandrasekhar	Jean Fares	Frederik Venter	Sr. Professional II	Sr. Professional I	Sr. Professional I	Professional	Analyst II	Analyst II	Analyst I	Project Support	TOTAL HOURS	TOTAL COST
	Category/Title	Deputy Project Manager	Project Manager	Senior Advisor	Principal-in-Charge	QA/QC Manager										
	Billing Rate	$210.00	$295.00	$295.00	$350.00	$350.00	$325.00	$295.00	$255.00	$210.00	$180.00	$165.00	$150.00	$140.00		
Task 1	**Project Planning and Coordination**	**38**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**48**	**0**	**20**	**0**	**130**	**$ 26,700.00**
1.1	Ongoing Coordination	38	24								48		20		130	$ 26,700.00
Task 2	**Leadership Commitment and Goal Setting**	**4**	**4**	**2**	**1**	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**15**	**0**	**28**	**$ 5,885.00**
2.1	Vision Statement, Goals and Timeline	4	4	2	1	1	1						15		28	$ 5,885.00
Task 3	**Community Outreach**	**24**	**22**	**2**	**0**	**0**	**2**	**0**	**0**	**22**	**24**	**12**	**109**	**12**	**229**	**$ 41,720.00**
3.1	Develop Stakeholder List	2											10		12	$ 1,920.00
3.2	Assemble Oversight Committee of Safety Partners	2	2							4	4		15		27	$ 4,820.00
3.3	Conduct Oversight Committee Meetings	18	18										20		56	$ 12,090.00
3.4	Develop Community Outreach Plan	2	2	2			2			10	10		10	2	40	$ 7,930.00
3.5	Produce and Distribute Outreach Materials									8	10	12	54	10	94	$ 14,960.00
Task 4	**Data Collection/Safety Analysis**	**18**	**4**	**0**	**0**	**2**	**2**	**0**	**4**	**2**	**22**	**0**	**220**	**4**	**278**	**$ 45,270.00**
4.1	Collect Data on Existing Conditions and Historical Trends/Prepare Base Maps	10	2				2			2	6		90	4	116	$ 18,900.00
4.2	Safety Analysis	4	2						4		8		70		88	$ 14,390.00
4.3	High Injury Network	4				2					8		60		74	$ 11,980.00
Task 5	**Engagement & Collaboration**	**20**	**18**	**2**	**0**	**0**	**2**	**0**	**0**	**40**	**80**	**22**	**180**	**20**	**384**	**$ 66,980.00**
5.1	Agenda Development and Logistics	4	2	2						20	40	10	120	12	210	$ 34,750.00
5.2	Community Charrette	10	10				2			20	40	12	50	8	152	$ 27,700.00
5.3	Workshop on Draft Plan	6	6										10		22	$ 4,530.00
Task 6	**Equity Considerations**	**10**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**4**	**0**	**17**	**0**	**33**	**$ 6,070.00**
6.1	Inclusive and Representative Process	2											2		4	$ 720.00
6.2	Equity Impact Assessments	8				2					4		15		29	$ 5,350.00
Task 7	**Policy and Process Changes**	**6**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**46**	**0**	**60**	**$ 9,830.00**
7.1	Collect Current Policies, Plans, Guidelines and Standards	2											10		12	$ 1,920.00
7.2	Assessment Discussion	4	2								6		36		48	$ 7,910.00
Task 8	**Strategy and Project Selections**	**4**	**4**	**2**	**1**	**2**	**6**	**8**	**6**	**6**	**18**	**5**	**100**	**0**	**162**	**$ 29,825.00**
8.1	Identify Projects and Strategies	2	2					6	4	4	8		50		76	$ 13,580.00
8.2	Prioritization and Deployment	2	2	2	1	2	6	2	2	2	10	5	50		86	$ 16,245.00
Task 9	**Progress and Transparency**	**10**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**25**	**0**	**37**	**$ 6,440.00**
9.1	Evaluation and Measurement	5	2										10		17	$ 3,140.00
9.2	Transparency	5											15		20	$ 3,300.00
Task 10	**Draft and Final Plan Development**	**8**	**3**	**0**	**0**	**3**	**4**	**0**	**6**	**8**	**13**	**8**	**56**	**0**	**109**	**$ 20,185.00**
10.1	Develop Plan Outline	2	1			1					1		6		11	$ 2,145.00
10.2	Develop Draft Plan for Public Review	4					4		6	6	10	8	30		68	$ 12,550.00
10.3	Develop Final Plan and Present to Council	2	2			2				2	2		20		30	$ 5,490.00
	TOTAL HOURS	**142**	**83**	**8**	**2**	**10**	**17**	**8**	**16**	**78**	**215**	**47**	**788**	**36**	**1,450**	
	Subtotal Labor:	**$29,820.00**	**$24,485.00**	**$2,360.00**	**$700.00**	**$3,500.00**	**$5,525.00**	**$2,360.00**	**$4,080.00**	**$16,380.00**	**$38,700.00**	**$7,755.00**	**$118,200.00**	**$5,040.00**		**$ 258,905.00**
	Other Direct Costs															**$ 10,007.36**
	Travel/Mileage															**$ 5,007.36**
	Project Kickoff															$ 692.00
	Committee Meeting #1															$ 670.40
	Committee Meeting #3															$ 692.00
	Outreach Material Distribution															$ 1,219.96
	Community Charette															$ 1,136.00
	Final Plan Presentation															$ 597.00
	Engagement & Collaboration															**$ 4,000.00**
	Community Engagement Incentives															$ 705.00
	Community Fair Incentives															$ 1,295.00
	Public Coordinate															$ 2,000.00
	Outside Printing															**$ 1,000.00**
	Courier Shipping and Handling															$ 90.00
	Hard Cover Posters															$ 475.00
	Easels and Place Making															$ 435.00
	TOTAL COST:															**$ 268,912.36**

Submit with Proposal

DISCLOSURE FORMS

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

Kimley-Horn and Associates, Inc.

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

660 S. Figueroa Street, Suite 2050, Los Angeles CA 90017

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:

SEE ATTACHED OFFICERS/DIRECTORS LIST

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.

Kimley-Horn and Associates, Inc.

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

Jean B. Fares

Signature of Company Authorized Individual

Jean B. Fares, PE, Senior Vice President

Print or Type Name of Authorized Individual

Kimley»Horn

Please see the following list of KH Principal Officers and Directors, which has been updated as of April 26, 2025.

PRINCIPAL OFFICERS:

Names/Titles	Business Address
Brent H. Mutti, President, Chief Executive Officer	1001 West Southern Avenue, Suite 131 Mesa, AZ 85210
Steven E. Lefton, Executive Chair	11400 Commerce Park Drive, Suite 400 Reston, VA 20191
Tammy L. Flanagan, CFO, Executive Vice President	421 Fayetteville Street, Suite 600 Raleigh, NC 27601
Aaron W. Nathan, COO, Executive Vice President	801 Cherry Street, Unit 1, Suite 301 Fort Worth, TX 76102
David L. McEntee, Senior Vice President, Treasurer	421 Fayetteville Street, Suite 600 Raleigh, NC 27601
Ashley R. Keil, Secretary	421 Fayetteville Street, Suite 600 Raleigh, NC 27601

DIRECTORS:

Names/Titles	Business Address
Ashley M. Frysinger, Senior Vice President	11700 Katy Freeway, Suite 800 Houston, TX 77079
Aaron W. Nathan, Executive Vice President, Chief Operating Officer	801 Cherry Street, Suite 1300, Unit 11 Fort Worth, TX 76102
Brent H. Mutti, President, Chief Executive Officer	1001 West Southern Avenue, Suite 131 Mesa, AZ 85210
Brian A. Good, Senior Vice President	445 24th Street, Vero Beach, FL 32960
Emily H. Meador, Senior Vice President	421 Fayetteville Street, Suite 600 Raleigh, NC 27601
Jennifer L. Harry, Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101
Joseph D. Kaltsas, Executive Vice President	401 B. Street, Suite 600, San Diego, CA 92101
Kevin M. Schanen, Senior Vice President	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411
Lori A. Hall, Executive Vice President	11400 Commerce Park Drive, Suite 400 Reston, VA 20191
Steven E. Lefton, Executive Chair	11400 Commerce Park Drive, Suite 400 Reston, VA 20191
Stephen W. Blakley, Jr., Senior Vice President	200 South Tryon Street, Suite 200 Charlotte, NC 28202
Scott W. Colvin, Executive Vice President	4582 South Ulster Street, Suite 1500 Denver, CO 80237
Tammy L. Flanagan, Executive Vice President	421 Fayetteville Street, Suite 600 Raleigh, NC 27601

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 800 Kimley-Horn employees, none of which own 2% or more of the outstanding shares.

S A M P L E

PROFESSIONAL SERVICES TO DEVELOP A
LOCAL ROAD SAFETY ACTION PLAN (LRSAP)

This Agreement, entered into this _____ day of _____, 2025, 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. 24-25-62, 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. 24-25-62, 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, a lump sum amount of _____ 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 thirty (30) 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 Fifteen (15) 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.

XIV. 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”: Scope of Services in RFP 24-25-62 OR Accepted Scope of Work as Negotiated by the City and the Consultant
Exhibit “B”: Project Fees OR Accepted Project Schedule and Fee as Negotiated by the City and the Consultant
Exhibit “C”: Consultant Schedule of Fees
Exhibit “D”: Timeline (if applicable)

Visalia City Council

Staff Report

File #: 25-0608 **Agenda Date:** 2/2/2026 **Agenda #:** 4.

Agenda Item Wording:
Authorization to award a contract with ProForce - Request authorization to award a three (3) year purchase contract to ProForce Law Enforcement DBA ProForce Marketing, Inc., located in Prescott, Arizona for an amount not to exceed $158,000 for replacement ballistic vests and vests for new hires for the Visalia Police Department.

Prepared by: Police Chief Jason Salazar, 713-4215, Jason.Salazar@visalia.gov; Financial Analyst Liz Ybarra, 713-4250, Liz.Ybarra@visalia.gov; Police Lieutenant Osvaldo Dominguez, 713- 4285, Osvaldo.Dominguez@visalia.gov

Department Recommendation: Award a three (3) year purchase contract for RFB 25-26-10 with ProForce Law Enforcement DBA, ProForce Marketing, Inc. located in Prescott, Arizona for an amount not to exceed $158,000 for new hire and replacement ballistic vests for the Visalia Police Department.

Summary:
The Police Department budgets and purchases between 10 to 20 ballistic vests every year for new hires and required replacements. The vest has a useful life of 5 years and there are 135 vests that require replacement within the next 3 years beginning in December 2025. The Department will purchase approximately a total of 155 vests (135 replacements and 20 projected new hires). The CIP (EQ0164) General Fund Budget was approved for $187,000.

Background Discussion:
The Purchasing Division solicited for bids with the Visalia Times Delta on November 19 and November 25, 2025, and on November 17, 2025, on BIDNET. Dealers of the specified Safariland IIIA Ballistic Vests were also notified. The bid closed on December 18, 2025, and only one (1) bid was received. The bid was also specific to a brand as the Department uses the Safariland SX02 IIIA Ballistic Vests.

Fiscal Impact: No new appropriations are required as the budget for CIP EQ0164 for $187,000 was previously established during the budget process. At the end of year three (3) of the contract, the number of replacements needed will be evaluated and purchased according to purchasing policy. There is also a refitting fee of $100 per vest if necessary. The cost per vest annually is indicated on the table below.

Ballistic Vest Purchase Schedule

	Year 1	Year 2	Year 3	Total
Quantities	60	40	55	155
Cost per Vest*	$970.11	$1,000.13	$1,031.06	
Refitting Fees	$1,000.00	$1,000.00	$1,000.00	
Total Annual Cost	**$59,206.56**	**$41,005.25**	**$57,708.56**	**$157,920.37**

*Includes 8.5% Tax

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
Request authorization to award a three (3) year purchase contract for RFB 25-26-10 with ProForce Law Enforcement DBA ProForce Marketing, Inc. located in Prescott, Arizona for an amount not to exceed $158,000 for replacement ballistic vests and vests for new hires for the Visalia Police Department.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 1/20/2026

Attachments: Vest Bid

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

BIDS RECEIVED
RFB 25-26-10
ANNUAL CONTRACT TO SUPPLY & DELIVER SAFARILAND BALLISTIC VESTS

Date: 12/18/2025 Time: 2:00PM Location: 707 W. ACEQUIA AVE. VISALIA, CA 93292

BIDDER'S NAME	LOCATION	TOTAL BID AMOUNT
ProForce Law Enforcement	Prescott, AZ	$ 154,920.41
		$
		$
		$
		$
		$
		$
		$

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 25-26-10

ANNUAL CONTRACT TO SUPPLY & DELIVER SAFARILAND BALLISTIC VESTS

ADDENDUM NO. 1

Issued: Tuesday, November 18, 2025

Bids Due: **THURSDAY, DECEMBER 18, 2025 AT 2:00 PM**

Addendum is being issued to provide a revised bid title and revised specifications. This addendum becomes part of the RFB 25-26-10 document and must be signed and submitted with bid.

ITEM 1: REVISED BID TITLE

The title of this bid shall now read as follows:
ANNUAL CONTRACT TO SUPPLY & DELIVER SAFARILAND BALLISTIC VESTS

ITEM 2: REVISED VEST SPECIFICATIONS

The City of Visalia Police Department has determined that the Safariland Summit IIIA (Model: BA-3A00S-SM02) ballistic vest has been discontinued and therefore has revised the vest specifications. All other specifications in the bid document remain the same. The vest specifications shall now read as follows:

1. **VEST- Specifications**
   - Safariland SX02 IIIA – Male and Female
   - Model: BA-3A00S -SX02
   - Threat Type: Ballistic Level IIIA
   - Test Standard: NIJ Standard: 0101.06
   - Performance:
     - Areal Density: 0.83 lbs/ft² (4.06 kg/m²)
     - Thinness: 0.190 in (4.82 mm)
     - NEW V50 – .357 SIG FMJ FN 125 GR: 1912 ft/s (583 m/s)
     - Conditioned V50 – .357 SIG FMJ FN 125 GR: 1833 ft/s (559 m/s)
     - NEW V50 – .44 MAG JSP 240 GR: 1740 ft/s (530 m/s)
     - Backface Average – .357 SIG: 29.20 mm
     - Backface Average – .44 MAG: 37.30 mm

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: Proforce Law Enforcement Date: 12/12/2025

By: _____
Bidder's Signature

Bidder's Name Proforce Law Enforcement

EXHIBIT "A"

BID FORM
RFB NO. 25-26-10
ANNUAL CONTRACT
SUPPLY & DELIVER SAFARILAND SUMMIT IIIA BALLISTIC VESTS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-10 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, and labor required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore.

BIDDER declares that this proposal is based upon careful examination of the Instructions to BIDDERs, and the contract requirements. If this bid 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 failure to enter into a contract in the time and manner prescribed, Purchasing Division may proceed to award the contract to others.

BIDDER understands that a bid is required for the product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, royalties and fees. Bidder is to list tax where indicated as the City is not exempt from paying sales tax (currently 8.5% in Visalia, CA).

BIDDER understands that 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 product purchased will correspond therewith.

LOW BIDDER will be determined by the lowest Total Bid Amount. The City reserves the right to increase or decrease actual quantities of product ordered at the stated unit cost.

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.

In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER has read and hereby agrees to the conditions stated in this bid by affixing his/her signature below.

Description: Per specifications of RFB 25-26-10	**Unit Cost**		**Estimated Quantity**	**Total**
Vests ordered by VPD between **January - December 2026 YEAR 1**	$ 894.11 /per vest	X	60	$ 53,646.60
Shipping	$ 0.00	X	1	$ 0.00
Tax (**8.5% sales tax in Visalia, CA**)				$ 4,560.00
			Year 1 Total Cost	$ 58,206.60

4559.96
58,206.56

Bidder's Name Proforce Law Enforcement

Description: Per specifications of RFB 25-26-10	Unit Cost		Estimated Quantity	Total
Vests ordered by VPD between **January - December 2027 YEAR 2**	$ 921.78 /per vest	X	40	$ 36,871.20
Shipping	$ 0.00	X	1	$ 0.00
Tax (**8.5% sales tax in Visalia, CA**)				$ 3,134.05
			Year 2 Total Cost	$ 40,005.25

Description: Per specifications of RFB 25-26-10	Unit Cost		Estimated Quantity	Total
Vests ordered by VPD between **January - December 2028 YEAR 3**	$ 950.29 /per vest	X	55	$ 52,265.95
Shipping	$ 0.00	X	1	$ 0.00
Tax (**8.5% sales tax in Visalia, CA**)				$ 4,442.61
			Year 3 Total Cost	$ 56,708.56

Year 1 Total Cost	$ 58,206.60
Year 2 Total Cost	$ 40,005.25
Year 3 Total Cost	$ 56,708.56
Total Bid Amount	$ 154,920.41

$58,206.56

$154,920.37

Alternate Bid Item:	
Refitting – Cost if Applicable	$ 50-100 /per vest

Delivery FOB Destination Visalia Delivery Time: 60-90 Days ARO (After Receipt of Order)

Terms/Discount: Net 30

Warranty Standard manufacturer warranty will apply.

PROFORCE LAW ENFORCEMENT

December 12, 2025

City of Visalia

Purchasing Division

RE: Refitting Fee

Refittings within the first 45 days after orders are received will be $50. Any refittings needed after the initial 45 days will be $100.

Thank you.

Respectfully,

Kaylee Mitchell

Contract Specialist

Proforce Law Enforcement

Prescott, Arizona
Corporate Office & Support Center
2625 Stearman Road, Suite A. • Prescott, AZ 86301
Phone (928) 776-7192 • Fax (928) 445-3468

Brea, California
Law Enforcement/Fire & Military Store
655 Berry Street, Suite H • Brea, CA 92821
Phone (714) 257-9095 • Fax (714) 257-9076

Does the Bid meet specifications: X **Yes** _____ **No**

If "No", and in order to assist the City in the evaluation of bids, please indicate variances, no matter how slight, on a separate sheet and attach detailed specifications on the item(s) deviating from specifications.

(1) Proforce Law Enforcement
Bidding Firm

(2) Corporation
Corporation, Partner, Joint Venture

(3) 2625 Stearman Rd, Ste A, Prescott, AZ 86301
Business Address City State Zip Code

928-776-7192 928-445-3468
Telephone Number Fax Number

sales@proforceonline.com
E-mail Address

(4) [signature] 12/11/2025
Signature of Authorized Person (Date)

Kaylee Mitchell
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.

Corporation, incorporated in Arizona

2625 Stearman Rd, Ste A, Prescott, AZ 86301

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

City of Visalia Business Tax Certificate No.: _____

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. Contact the Business Tax Division with any questions at (559) 713-4326.

Federal Tax I.D. No.: 86-1022874

REFERENCES

Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

Company Name	Tel. No.	Contact	Product(s)
1. West Covina Police Department	626-939-8568	Joe Surdam	Body Armor
2. Montclair Police Department	909-448-3609	Marci Butler	Body Armor
3. San Bernardino County Probation	909-463-7541	Clairessa Beserra	Body Armor

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.



Signature

12/11/2025

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: Proforce Law Enforcement

Business Address: 2625 Stearman Rd, Ste A, Prescott, AZ 86301

Signature: 

Name of Signing Official: Kaylee Mitchell

Title of Signing Official: Contract Specialist

Date: 12/11/2025

Company Seal:

EXHIBIT "B-3"

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: Proforce Law Enforcement

Business Address: 2625 Stearman Rd, Ste A, Prescott, AZ 86301

Signature: _____ Date: 12/11/2025

Name & Title of Signing Official: Kaylee Mitchell, Contract Specialist

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

Proforce Law Enforcement
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

2625 Stearman Rd, Ste A, Prescott, AZ 86301
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:
Bryan Tucker
Tucker Irrevocable Trust

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.

Signature of Company Authorized Individual	Kaylee Mitchell Print or Type Name of Authorized Individual	12/11/2025 Date

EXHIBIT "B-5"

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
Proforce Law Enforcement	86-1022874
BY(Authorized Signature)	DATE EXECUTED
	12/11/2025
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Kaylee Mitchell, Contract Specialist	(928)776-7192
TITLE	
Contract Specialist	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
sales@proforceonline.com	

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 12/31/2026 (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:	Proforce Law Enforcement
Business Address:	2625 Stearman Rd, Ste A, Prescott, AZ 86301
Signature:	
Name of Signing Official:	Kaylee Mitchell
Title of Signing Official:	Contract Specialist
Date:	12/11/2025

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: Kaylee Mitchell

Title: Contract Specialist

Agency Name: Proforce Law Enforcement

Date: 12/11/2025

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.

Visalia City Council

Staff Report

File #: 25-0631 **Agenda Date:** 2/2/2026 **Agenda #:** 5.

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 $226,800 to $331,800 to haul biosolids from the Visalia Water Reclamation Facility and appropriate an additional $273,000 from the Wastewater Fund.

Prepared by:
Ben Litwack, Public Works Manager, 559-713-4671, ben.litwack@visalia.gov
Nick Bartsch, Public Works Director, 559-713-4052, nick.bartsch@visalia.gov

Department Recommendation: Staff recommends that Council approve an amendment to the contract with Mike Clark Trucking to increase the annual not-to-exceed amount from $226,800 to $331,800 to haul biosolids from the Visalia Water Reclamation Facility and appropriate an additional $273,000 from the Wastewater Fund (431) to cover the additional transport and disposal costs (disposal is covered in a separate contract).

Summary:
This action amends contract C25072 with Mike Clark Trucking to increase the not-to-exceed amount by $105,000, bringing the total to $331,800, and appropriates an additional $273,000 from the Wastewater Fund to complete disposal of the 2024 biosolids stockpile. Costs increased due to delayed hauling, longer haul distances to Lost Hills, higher moisture content from early rain events, increased loading from significant industrial users, and reduced digestion efficiency when one digester was offline for the first four months of 2024. As of this report, over 10,000 tons have been disposed of, with approximately 3,000 tons remaining, and hauling costs alone are about $30.50 per ton. Increased disposal costs are largely offset by penalties charged to industrial users, and future reductions are expected from improved pretreatment, new industrial agreements, and a 30% increase in drying bed capacity under the solids handling improvement project.

Background Discussion:
Contract No. C25072 provides hauling services through Mike Clark Trucking for the biosolids generated at the City of Visalia's Water Reclamation Facility (WRF). In recent years, the volume of biosolids has increased primarily due to higher influent flows and organic loading from the City's significant industrial users (SIUs). These increased loadings have resulted in higher biosolids production requiring increased drying, hauling, and disposal.

The 2024 biosolids stockpile was further impacted by operational and logistical challenges. One of the WRF's digesters was offline during approximately the first four months of 2024, reducing the amount of biological stabilization normally achieved and limiting the breakdown of solids. This resulted in heavier, less-degraded biosolids and contributed to a larger overall stockpile.

Additionally, the Tulare County Landfill, the City's previous disposal site, provided short notice at the

end of May that it could only accept 200 tons of biosolids per month. This significantly reduced disposal capacity and required staff to identify a new disposal facility. Difficulties in procuring quotes and the time required to complete the City's procurement process delayed the selection of a new site, and as a result, most hauling activities did not begin until late September.

The new disposal site selected, operated by Holloway Environmental Services in Lost Hills, California, is significantly farther from the WRF, increasing hauling time and cost. Hauling services provided by Mike Clark Trucking are billed at $135 per hour, and the extended round-trip time results in an approximate hauling cost of $30.50 per ton, exclusive of disposal fees.

Compounding these issues, Visalia experienced sporadic rain events and colder temperatures beginning in October and continuing through November and December. These conditions increased the moisture content of the biosolids stockpile, thereby increasing its overall weight and disposal cost. Rain events also required periodic pauses in hauling operations at the request of the disposal facility during major storm events.

Because biosolids piles are measured primarily by volume, and their weight fluctuates significantly with moisture content, predicting total disposal costs is inherently difficult. Each rain event increases the stockpile weight in an unpredictable manner. Additional moisture testing would require specialized consultants to collect representative samples from multiple locations within the pile, which would incur substantial additional cost and was not considered cost-effective.

As of the date of this staff report, more than 10,000 tons of biosolids have been hauled and staff estimates that approximately 3,000 tons remain.

While biosolids production has increased due to higher flows and organic loading from SIUs, these additional costs are largely offset through increased penalties and surcharges assessed to those users on their monthly utility bills. As a result, the financial impacts associated with higher biosolids volumes are borne primarily by the contributors of the increased loading, rather than by the general ratepayer.

Looking forward, staff anticipates improved conditions and reduced biosolids volumes as a result of increased pretreatment efforts and new agreements with major industrial users. The two SIUs have now installed their own pretreatment systems to reduce organic and solids loading discharged to the WRF, and these improvements are expected to begin producing measurable reductions in biosolids generation this year.

In addition, the WRF's solids handling improvement project will increase drying bed capacity by approximately 30 percent. This added capacity will allow biosolids to remain in the drying beds for longer periods, reducing moisture content, total weight, and overall volume prior to hauling. This improvement will significantly reduce long-term hauling and disposal costs and increase operational efficiency.

Staff has also contracted with Carollo Engineers to design a 9th digester, which will provide increased firm capacity and detention time, leading to further breakdown of solids.

Amending Contract No. C25072 to increase the NTE by $105,000, bringing the total contract amount to $331,800, and appropriating an additional $273,000 from the Wastewater Fund will ensure

adequate funding is available to complete the hauling and disposal of the remaining biosolids in a timely and compliant manner. Failure to approve this action could result in interruptions to hauling activities, extended onsite storage of biosolids, and increased operational and regulatory risk for the Water Reclamation Facility.

Fiscal Impact: Staff estimates there are 3,000 tons remaining of the 2024 stockpile. Staff anticipates hauling cost to be approximately $30.50 per ton, factoring in Mike Clark Trucking's hourly rate, travel time, and load and disposal time. An additional $273,000 will need to be appropriated from the Wastewater Fund (431) into the biosolids operating budget in 4336-55700 to cover the hauling contract increase and the necessary increase in Holloway Environmental Services disposal contract.

Prior Council Action:
8/18/25: Council approved an amendment to increase the NTE of contract C25072 from $170,000 to $226,800.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve an amendment to the contract with Mike Clark Trucking to increase the annual not-to-exceed amount from $226,800 to $331,800 to haul biosolids from the Visalia Water Reclamation Facility and the appropriation of $273,000 from the Wastewater Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 2/2/2026

Attachments:
Contract C25072

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

Original Date: 05/02/25
Revised Date: 09/23/25

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#: 20250601224 DATE REGISTERED: 09/23/2025		
1		AMENDMENT #1 TO INCREASE ANNUAL NTE TO $226,800 FOR THE HAULING OF BIOSOLIDS TO HOLLOWAY ENVIRONMENTAL IN LOST HILLS, CA PER THE ATTACHED ****CONTINUED**** ****CONTINUED**** ****CONTINUED****		

SUBTOTAL	
DISCOUNT	
TAX	
FREIGHT	
PO TOTAL	

ACCOUNT NO.	AMOUNT

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

E. Ames
AUTHORIZED PURCHASING AGENT

9.23.25
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.

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

Original Date: 05/02/25
Revised Date: 09/23/25

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
		AMENDMENT AND COUNCIL REPORT		

SUBTOTAL	
DISCOUNT	
TAX	
FREIGHT	
PO TOTAL	

ACCOUNT NO.	AMOUNT
1010-60000/ -	0.00

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

AUTHORIZED PURCHASING AGENT

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.

Amendment No. 1 to Contract No. C25072

City of Visalia and Mike Clark Trucking
Annual Contract for Transportation of Biosolids
from Visalia's Water Reclamation Facility

This amendment entered into this 28TH day of AUGUST, 2025 by and between the City of Visalia, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY"), and Mike Clark Trucking Services, LLC. (hereinafter Mike Clark Trucking)

RECITALS

WHEREAS, CITY and Mike Clark Trucking previously entered into an Annual Contract dated May 5, 2025 for services to Transport Biosolids from Visalia's Water Reclamation Facility to the Tulare County Landfill (hereinafter referred to as the "contract"; and

WHEREAS, Tulare County Landfill is not willing to accept the Biosolids as anticipated and the CITY has made arrangements for acceptance of the Biosolids at Holloway Facility in Lost Hills, CA; and

WHEREAS, Mike Clark Trucking, Inc. has agreed to haul the Biosolids to the Holloway Facility as requested by the City of Visalia; and

WHEREAS, the Visalia City Council authorized an increase in Mike Clark Trucking's contract for the additional cost of hauling: at the August 8, 2025 Visalia City Council meeting;

NOW, THEREFORE, all other provisions of the Contract shall remain in full force and effect for the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

CITY OF VISALIA

By: _____
(City Manager)

By: _____
(Project Manager)

Mike Clark Trucking Services, LLC

By: _____

Visalia City Council

Staff Report

File #: 25-0632 **Agenda Date:** 2/2/2026 **Agenda #:** 6.

Agenda Item Wording:
Approve a contract amendment with Holloway Environmental Solutions - Approve an amendment to the contract with Holloway Environmental Solutions to increase the not-to-exceed amount from $144,000 to $312,000 to provide disposal services for the 2024 biosolids stockpile generated at the Visalia Water Reclamation Facility.

Prepared by:
Ben Litwack, Public Works Manager, 559-713-4671, ben.litwack@visalia.gov
Nick Bartsch, Public Works Director, 559-713-4052, nick.bartsch@visalia.gov

Department Recommendation: Staff recommends that Council approve an amendment to the contract with Holloway Environmental Solutions to increase the not-to-exceed amount from $144,000 to $312,000 to provide disposal services for the 2024 biosolids stockpile generated at the Visalia Wate Reclamation Facility.

Summary:
This action amends Contract C26034 with Holloway Environmental Solutions to increase the not-to-exceed amount from $144,000 to $312,000 to provide disposal services for the 2024 biosolids stockpile generated at the Visalia Water Reclamation Facility.

Background Discussion:
On August 18, 2025, City Council approved emergency contract C26034 with Holloway Environmental Services to dispose of 6,000 tons of biosolids for the Visalia Water Reclamation Facility (WRF) after the Tulare County Landfill provided notice that it could only accept 200 tons per month. This emergency action was necessary to avoid prolonged onsite storage and to ensure continued regulatory compliance.

Holloway Environmental Services' facility in Lost Hills, California was selected because it could immediately accept the required tonnage and met all regulatory requirements. Disposal under this contract is billed at a tipping fee of $24 per ton, which is competitive for a compliant Class B biosolids disposal facility. However, the distance to Lost Hills, combined with increased volumes and moisture content, significantly increased total disposal costs beyond the original estimate.

The 2024 biosolids stockpile was larger than normal due to multiple compounding factors. One of the WRF's digesters was offline for approximately the first four months of 2024, reducing biological stabilization and increasing the mass and volume of solids requiring disposal. In addition, higher influent flows and increased organic loading from the City's significant industrial users (SIUs) have continued to increase overall biosolids production.

Disposal was also delayed by the sudden loss of capacity at the Tulare County Landfill and the time required to secure a new disposal facility under an emergency contract. As a result, most disposal

activities occurred later in the year than normal. Beginning in October, sporadic rain events and colder temperatures increased the moisture content and weight of the stockpile, further driving up disposal costs. Rain events also periodically paused disposal operations at the request of the facility during major storms.

Because biosolids stockpiles are measured primarily by volume and their final weight is heavily influenced by moisture content, accurately predicting total disposal tonnage is inherently difficult. Each rain event increases the total weight in an unpredictable manner. Additional moisture testing would require specialized consultants and would incur significant costs. As of the writing of this staff report, more than 10,000 tons of biosolids have been disposed of, and staff estimates that approximately 3,000 tons remain.

The requested amendment is necessary to ensure sufficient funding is available to complete disposal of the remaining biosolids under the contract with Holloway Environmental Services. The original NTE was based on preliminary estimates that assumed normal digestion performance, moisture content, and disposal timing. Those assumptions proved inaccurate due to the digester outage, delayed hauling, increased industrial loading, and weather-related increases in moisture.

Looking forward, staff expects disposal costs to decrease as a result of enhanced pretreatment requirements and agreements with major industrial users. The City's two SIUs have installed onsite treatment systems to reduce organic and solids loading to the WRF. In addition, the WRF's solids handling improvement project will increase drying bed capacity by approximately 30 percent, allowing biosolids to dry for longer periods, reducing moisture content, weight, and total disposal costs.

Amending the Holloway Environmental Services contract to increase the NTE from $144,000 to $312,000 is necessary to complete disposal in compliance with regulatory requirements and to prevent prolonged onsite storage, which would increase operational and environmental risk.

Fiscal Impact: Staff estimates there are 3,000 tons remaining of the 2024 stockpile. With approximately 10,000 tons disposed of already and an estimated 3,000 tons left to go, this will require a total contract increase of $168,000 to cover the additional 7,000 tons over what was covered in Holloway's original proposal. Adequate funds are being appropriated in the Wastewater Fund (431) operating budget under 4336-55700 in a separate consent item for hauling services.

Prior Council Action:
8/18/25 - Council approved an emergency contract with Holloway Environmental Solutions, NTE $144,000.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve an amendment to the contract with Holloway Environmental Solutions to increase the not-to-exceed amount from $144,000 to $312,000 to provide disposal services for the 2024 biosolids stockpile generated at the Visalia Wate Reclamation Facility.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 2/2/2026

Attachments: Contract C26034

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. C26034

Original Date: 10/08/25
Revised Date: 10/09/25

VENDOR ID: V04283
VENDOR: HOLLOWAY ENVIRONMENTAL SOLUTIONS LL
PO BOX 9127
BAKERSFIELD, CA 93389

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		Biridiana Bravo	R06070

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		DISPOSAL OF BIOSOLIDS STOCKPILE GENERATED AT THE WRF 1 YEAR TERM 10/13/25 - 10/12/2026 NOT TO EXCEED $144,000.00 PER ATTACHED AGREEMENT AND COUNCIL REPORT		

[ ] Partial Items Rec'd
Item #'s_____
[ ] Complete Order Rec'd

Date Received:_____

Received By:_____

SUBTOTAL	
DISCOUNT	
TAX	
FREIGHT	
PO TOTAL	

ACCOUNT NO.	AMOUNT
1010-60000/ -	0.00

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

E. Frausto
AUTHORIZED PURCHASING AGENT

10.9.25
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.

TERMS AND CONDITIONS

1. ACCEPTANCE: This Purchase Order becomes a contract subject to the terms and conditions set forth and incorporated herein by reference. Any additions to, changes in, modification of, or revision of this order shall not be effective or binding unless expressed in writing by an authorized agent of the City of Visalia.

2. DELIVERY: All prices reflect F.O.B., Visalia, site in place, unless otherwise stated herein. Since time is of the essence, deliveries are to be made both in quantities and at time specified herein. If vendor's deliveries fail to meet schedule, City of Visalia, without limiting its other rights or remedies, may direct expedited routing at no charge or cancel this order or any portion hereof. Vendor shall be liable to City for all damages, losses, and liability incurred by City directly or indirectly as a result of Vendor's breach. Where City has so authorized in writing, goods may be shipped F.O. B. shipping point, but Vendor shall prepay all shipping charges and list said charges as a separate item on Vendor's invoice. City reserves the right to reject C.O.D. shipments with no penalties to City.

3. SUBSTITUTION: All substitutions(s), partial deliveries and back order(s) require notification to and consent of City Purchasing Agent.

4. PRICE: If price(s) are shown as NOT TO EXCEED/Estimate(s), actual price may not exceed the price shown without authorization from the Purchasing Agent.

5. STATE SALES TAX/FEDERAL EXCISE TAX: City must pay State Sales Tax, unless resale number is stated at time of purchase. City is exempt from Federal Excise Tax – certificate will be furnished upon request.

6. WARRANTY: Vendor expressly warrants that all goods and services shall conform to all specifications, drawings, samples, i.e. description, applicable specification of this order, good merchantable quality, free of material defect, good workmanship, and be fit for the known purpose for which sold. The cost of returning goods found otherwise will be borne by the Vendor.

7. PRICE WARRANTY: In the event Vendor reduces price(s) for article(s) during the term of this order, Vendor agrees to reduce the price(s) hereof correspondingly. Vendor warrants that prices shown on the Purchase Order shall be complete, and no additional charges shall be added without express written consent of Purchasing Agent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

8. INVOICES: Invoices shall be submitted to the City of Visalia/Finance Department, PO Box 5078, Visalia, CA 93278. The Purchase Order Number must appear on all correspondence, i.e. invoices, packing slips, shipping containers, letters. Failure to state purchase order number shall delay payment.

9. DISCOUNT: Cash discount period will date from the receipt of Vendor's invoice by City Finance Department and NOT the date of the invoice.

10. PACKING AND SHIPMENT: All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified.

11. OSHA: This order is subject to all terms and conditions of the Occupational Safety and Health Act of 1970, California OSHA and their present and future amendments. Vendor expressly assumes responsibility for compliance therewith and warrants that all applicable materials, supplies and equipment provided or installed pursuant to this purchase order fully satisfy the requirements of these acts.

12. NON-DISCRIMINATION: The California Fair Employment Practices Act (Labor Code Sec. 1410-1433) Prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, mental condition, marital status, age, national origin or ancestry and is applicable to all employers, employment agencies and labor organizations. The City of Visalia is an affirmative action employer and City requires Vendors and Contractors to comply with applicable laws relating to equal employment.

13. DRUG-FREE WORKPLACE CERTIFICATION: The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.).

14. FORCED, CONVICT, INDENTURED AND CHILD LABOR: In accordance with PCC Section 6108, contractor warrants that no foreign-made equipment, materials, or supplies furnished to the City pursuant to this contract are produced in whole or in part by or with the benefit of, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.

15. TERMINATION: City may terminate this order or any part hereof for cause in the event of default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of defective products, nonconforming products, and failure to provide City, upon request, with reasonable assurance of future performance shall be causes allowing City to terminate this order. In the event of termination for cause, City shall not be liable to Vendor for any amount, and Vendor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. Acceptance of part of the order shall not oblige City to accept later shipments and not affect its right to return goods already accepted.

16. FORCE MAJEURE: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Government agency, strikes, fires, floods, earthquakes, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

17. INDEMNIFICATION: Vendor, Vendor's employees, or persons under contract to Vendor in the performance of services on City property, or property under City's obligation, shall perform work as an independent contractor. Persons doing such work shall not be considered employees of the City. Vendor shall maintain and require its subcontractor to maintain (1) Public Liability and Property Damage Insurance including contractual liability (both general and vehicle) in amounts set forth in City policy, and (2) Workmen's Compensation Insurance. Vendor shall indemnify, protect, hold harmless and defend City and its employees from any and all claims or liability arising from this contract.

18. WAIVER: City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or City's waiver of any breach hereunder shall not thereafter waive any other terms, condition, or privileges, whether the same or similar type.

19. HOLD HARMLESS: Contractor agrees to indemnify and hold the City and its officers, and agents, and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the Work hereunder, or in any manner, directly or indirectly caused, claimed, occasioned or contributed to, by reason of any negligence or omission of the Contractor, in connection with or incident to or arising out of the performance of this contract.

20. DEFAULT: In case of default by the Vendor of any of the conditions of this contract, the Vendor agrees the City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or security, or may invoice the Vendor for excess costs so paid, and prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

21. ASSIGNMENT: Assignment by the Vendor of contract or any part thereof, or of funds to be received hereunder, will not be binding upon the city unless such assignment has had prior written approval and consent of the City. Seller shall not assign this contract, or the right to payment due hereunder, without Buyer's prior written consent.

22. CONTRACT MODIFICATION: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

23. VENUE: This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Tulare County, Visalia, California.

24. DISPUTES: The parties shall deal in good faith and attempt to resolve potential disputes informally. If the disputes persist the contractor must submit to the Chief Financial Officer in writing requesting a resolution.

25. PAYMENT: Payment will be made after receipt of invoice and acceptance of goods and/or services and upon requesting department confirmation of such acceptance. Payment will be made in accordance with the provisions the California Prompt Payment Act, government code Section 927 et. seq. The Act requires the City to pay properly submitted, undisputed invoices within 45 days of receipt.

26. SPECIAL CHARGES: Vendor shall be responsible for the payment of all charges for handling, shipping, packaging, wrapping, bags, containers and related matters unless City has assumed an express obligation therefore by notation on the reverse side hereof.

27. LIENS, CLAIMS, AND ENCUMBRANCES: Vendor warrants and represents that all goods will, when delivered hereunder, be free and clear of all liens, claims, encumbrances, and infringements of any patent, trademark, copyrights, or franchise rights.

CONTRACT FOR DISPOSAL OF BIOSOLIDS GENERATED AT THE VISALIA WATER RECLAMATION FACILITY

This Agreement, entered into and effective this 9th day of September, 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.

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'] 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

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.

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
Signature of Authorized Individual

07/22/2025
Date

Jeremy Bowman
Printed or Typed Name of Authorized Individual

Holloway Environmental Solutions
Print or Type Name of Company

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 License #0554959 P O Box 1129 Hanford CA 93232	PHONE (A/C, No, Ext): (559) 584-3323	FAX (A/C, No): (559) 584-9313
	E-MAIL ADDRESS: sescobar@jgparker.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Holloway Environmental LLC PO Box 9127 Bakersfield CA 93389	INSURER A : Allied World National Assurance Co Inc	10690
	INSURER B : Third Coast Insurance Company	10713
	INSURER C : State Compensation Ins Fund	35076.
	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 D Parker

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Visalia City Council

Staff Report

File #: 25-0624 **Agenda Date:** 2/2/2026 **Agenda #:** 7.

Agenda Item Wording:
Authorization to apply for the CHP Cannabis Tax Fund Grant - Authorize the Visalia Police Department to apply for the California Highway Patrol Cannabis Tax Fund Grant Program for up to $157,000 and submit the application by the February 23, 2026 deadline, if awarded, authorization to accept, and to appropriate the $157,000 from the General Fund.

Prepared by: Police Chief Jason Salazar, 713-4215, Jason.Salazar@visalia.gov; Police Lieutenant Mike Short, 713-4573, Mike.Short@visalia.gov; Police Sergeant Henry Martinez, 713-4232, Henry.Martinez@visalia.gov; Financial Analyst Liz Ybarra, 713-4250, Liz.Ybarra@visalia.gov

Department Recommendation: Authorize the Visalia Police Department to apply for the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP) for up to $157,000, and submit the application by the February 23, 2026, deadline and if awarded, accept the grant and appropriate the $157,000 to the General Fund. The grant is effective for FY 26/27, July 1, 2026, through June 30, 2027. Matching funds are not required. Awards will be announced by early summer 2026.

Summary:
The Cannabis Tax Fund Grant Program (CTFGP) is a valuable funding source that strengthens enforcement efforts against alcohol and drug-impaired driving. While funded by the Adult Use Marijuana Act (AUMA), the program's scope extends beyond marijuana impairment, providing enforcement and training opportunities to address all types of DUI offence. CTFGP specifically allocates funds for critical resources such as equipment, training, and specialized enforcement operations. This grant provides participating agencies with the tools needed for comprehensive DUI enforcement programs, including educational presentations. Advanced Roadside Impairment Detection and Enforcement (ARIDE) training, DUI Saturation Patrols, and DUI Checkpoints.

In July 2024, the department secured $195,000 through the CTFGP, which supported 15 DUI enforcement operations, DUI training sessions, the purchase of a DUI enforcement vehicle, and supplies for DUI Checkpoints. Compared to 2023, DUI arrests increased by 16% from (368 to 427), while DUI-related collisions decreased by 28% (from 179 to 129).

In July 2025, the department secured $98,000, which supported 15 DUI Saturation Patrols and provided patrol staffing coverage while officers attended DUI-related training. Compared to 2024, DUI arrests increased by 28%, rising from 427 to 546. Despite the increase in enforcement activity, DUI-related collisions increased across all categories. DUI-related fatalities increased by 100%, rising from two in 2024 to four in 2025, and total DUI-related collisions increased by 27%, from 129 to 164.

In July 2026, the department will seek approximately $157,000, which will fund 21 DUI Saturation Details, three DUI Checkpoints, and the purchase of nine DUI Preliminary Alcohol Screening (PAS) breathalyzers to help detect impaired drivers.

These resources enable the department to go beyond the scope of the selective traffic enforcement program (STEP) grant awarded in September 2025, further enhancing the department's ability to combat impaired driving effectively.

Background Discussion:
The CHP Grant provides financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and drugs. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the agency's effectiveness through training and development of new strategies. Public education strategies include social media posts and press releases relating to the dangers of impaired riving and upcoming Department DUI enforcement operations. Education efforts will also include presentations at local schools and community events to inform future drivers of the dangers and consequences of driving under the influence of alcohol and drugs.

Funding for the Grant passed with Proposition 64 in 2016, The Control, Regulate and Tax Adult Use Marijuana Act (AUMU); pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code. The CHP adopted regulations within Title 13 of the California Code of Regulations (CCR), Division 2 by adding Chapter 13 which governs this grant.

Fiscal Impact: Appropriate $157,000 if Grant is awarded in the General Fund. The Grant will reimburse the General Fund.

The Grant Budget is as follows:

CHP Cannabis Grant	**Budget**
Overtime	$ 139,626
Benefits 7.5%	$ 10,472
PAS Devices	$ 6,809
Total Budget	**$ 156,907**

Prior Council Action: N/A

Other: N/A

Alternatives: To not apply for the Grant.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the Visalia Police Department to apply for the California Highway Patrol (CH) Cannabis Tax Fund Grant Program (CTFGP) for up to $157,000 and submit the application by the February 23, 2026, deadline, if awarded, accept the grant and appropriate the $157,000 in the General Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 2/2/2026

Attachments: Solicitation and Chapter 13 CCR for eligible and ineligible project cost details.

Department of California Highway Patrol
Cannabis Tax Fund Grant Program Grant Application Evaluation Criteria

Grant Application Criteria/Elements

Project Description

The Project Description provides a brief overview/synopsis (a paragraph) of the proposed Project.

Criteria

- Project supports and is in alignment with the Grant Opportunity's Project requirements

Problem Statement

The Problem Statement clearly identifies the problem/need in the local community that will be addressed by the Project. If applicable, recent and high-level statistical data that directly supports the problem/need in the local community are provided.

Criteria (Problem Statement)

- Clearly described current unmet needs/gaps
- Includes targeted population/geographical area(s) the grant intends to serve

Criteria (Statistical Data)

- Statistical data is included to support the problem/need
- Statistical data is relevant and in alignment with the proposed Project

Data may be included in the Problem Statement or accompanied by an attached document.

Performance Measures/Scope of Work (Proposed Solution)

The Performance Measures detail the activities/items which will serve as the goals and objectives for the Project. For each, estimated timelines (ex: monthly, quarterly), quantitative measurements (ex: reduction of DUI/DUID by %), and justification detailing how it will enhance/support the Project are included.

NOTE: The Performance Measures/Scope of Work must be consistent with the Budget.

Criteria

- Performance Measures (Solutions) are realistic, clearly defined, and attainable within the Project Performance Period
- Goals/objectives align with Project Description and Problem Statement
- Project objectives directly tie to the accomplishment of the Project
- Estimated milestone dates/deadlines included for each goal and objective
- Quantitative measurements identified to assess progress toward goals and objectives

- Resources (Budget Line Items) needed to successfully complete Project activities are identified and in alignment with the proposed Project

Originality/Innovation

Criteria

- The Project is innovative and original in approach; the Project attempts to solve the Problem Statement in a unique way and uses creative solutions to challenges that exist

Project Performance Evaluation

The Project Performance Evaluation is the method of evaluation to show Project effectiveness and positive impact(s) on the community. These strategies shall include captured quantitative/qualitative data and a communication plan to share Project results with both internal and external stakeholders.

Criteria

- Describes the evaluation plan to confirm whether the objectives are met, and progress was made toward the goal(s)
- Project's monitoring and reporting plan demonstrates a clear and reasonable approach for monitoring, assessing, and reporting the Project's effectiveness
- Communication plan is in place to share Project results with both internal and external stakeholders

Program Sustainability

The Program Sustainability describes the plan for reducing reliance on future grant funding. A summary and timeframe to continue efforts when grant funds are either not available or significantly reduced are included.

Criteria

- Clear comprehensive plan on how the results/efforts will be sustained beyond the Project Performance Period

Administrative Support

The Administrative Support describes the Organization/Agency's grant experience, personnel, and physical resources needed to successfully implement the Project.

Criteria

- Demonstrates the Organization/Agency's ability to manage the efforts (ex: prior grant experience)

- Appropriate staffing levels that will be dedicated to the implementation and management of the Project
- Organization/Agency's staff has the knowledge, skills, and training to execute Project expectations
- Physical resources are available and dedicated to the Project

Budget

The Budget should be complete and cost-effective, and costs must be allowable under the program guidelines. Budget line-item narratives should provide an estimated breakdown of Budget line-item costs, descriptions, quantity, unit cost, total costs, and correlating activities that provide a clear purpose (justification/need), and demonstrate how grant funds will be utilized to accomplish the goals and objectives.

Criteria

- Requested amount is reasonable, necessary, and directly ties to Project objectives & goals
- The narrative clearly explains and justifies requested grant funds (estimated cost breakdown and necessity)
- Costs are directly relative to the Project with a perceived benefit
- Grant funds are supplemental and not a substitute for ongoing objectives

Visalia City Council

Staff Report

File #: 25-0635 **Agenda Date:** 2/2/2026 **Agenda #:** 8.

Agenda Item Wording:
Contract for the transport of road materials- Authorize the City Manager to award an annual contract to Mike Clark Trucking Services for the transport of road materials. The contract shall not exceed $126,000 annually and is renewable each year for a potential total of (5) years.

Prepared by:
Danny Galindo, Public Works Manager, danny.galindo@visalia.gov, 713-4186
Nick Bartsch, Public Works Director, nick.bartsch@visalia.gov,713-4052

Department Recommendation: Staff recommends that the City Council authorize the City Manager to award an annual contract to Mike Clark Trucking Services for the transport of road materials in an amount not to exceed $126,000 annually, totaling $630,000 over the life of the contract, with an option to renew annually for up to (4) additional one-year terms.

Summary:
Within the City's 39-square mile jurisdiction, the Street Maintenance division maintains approximately 525 miles of streets. Maintaining the streets is done with several different procedures, including, but not limited to, thin skin patches, minor overlays, dig-outs, and pothole patching. This contract is for the transport and delivery of construction materials needed, including but not limited to asphalt, road base, and sand. The purchase of these materials is done through other contracts.

Background Discussion:
Due to the expiration of the prior contract for the transportation of road construction materials, staff solicited bid proposals through request for bid (RFB) 24-25-57. Purchasing advertised the RFB on November 20 & 25, 2025 in the Visalia Times Delta, on Bid Net, and sent letters to companies the City has worked with in the past. Bids were publicly opened on December 18, 2025, and received the following four bids:

1. Mike Clark Trucking Services $126,000
2. WTB Inc. $130,000
3. Ray Machado Trucking $135,000
4. Bear Down Logistics $148,500

Staff evaluated the lowest bid from Mike Clark Trucking. Mike Clark Trucking is currently contracted with the City hauling material for Wastewater Collections and meets all the requirements of the RFB.

Fiscal Impact: Funding for the transport of road maintenance materials is budgeted annually in various street maintenance capital improvement projects within the Gas Tax Fund (111).

Prior Council Action: On August 6,2018, City Council authorized to award a 5-year contract to WTB Inc for the transport of road maintenance materials.

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 Mike Clark Trucking for the transport and delivery of road construction materials in accordance with the specifications of request for bid (RFB) 24-25-57 in an amount not to exceed $126,000 annually, totaling $630,000 over the life of the contract, with an option to renew for up to (4) additional one-year terms.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 2/2/2026

Attachments: Click or tap here to enter text.
RFB NO. 24-25-57
Mike Clark Trucking Bid
Bid Comparison
Contract
Levine Act

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 24-25-57

ANNUAL CONTRACT
TRANSPORTATION OF ROAD MATERIALS

BIDS DUE NO LATER THAN 3:00 P.M. ON THURSDAY, DECEMBER 18, 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.

Advertisement Dates: November 20, 2025
November 25, 2025

TABLE OF CONTENTS

I. DEFINITIONS 3

II. INTRODUCTION 3

III. INSTRUCTIONS 3

IV. SCOPE OF SERVICES/PROJECT 4

V. PRE-BID MEETING 6

VI. BID OPENING AND CONFIDENTIALITY 7

VII. AWARD 7

VIII. PROTESTS/APPEALS 7

IX. SPECIAL CONDITIONS 8

X. GENERAL CONDITIONS 9

XI. POST AWARD RESPONSIBILITIES 12

EXHIBITS

A. BID FORM

B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM
   - B-1. Equal Employment Opportunity Compliance Certificate
   - B-2. Non-Collusion Affidavit
   - B-3. Worker's Compensation Insurance Certificate
   - B-4. Anti-Kickback Compliance Certificate
   - B-5. Ownership Disclosure
   - B-6. Drug-Free Workplace Certificate

C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS
   ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS
   ATTACHMENT 2 - INSURANCE REQUIREMENTS

I. DEFINITIONS

For the purposes of RFB NO. 24-25-57, 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. 24-25-57.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for the transportation of road materials.

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. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

The initial contract(s) shall be for a twelve (12) month period and shall, at the City's option and upon mutually agreeable terms, be renewable annually thereafter for four (4) consecutive one-year periods.

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications 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.gov.

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.

In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

The City of Visalia reserves the right to reject any or all bids.

III. 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: Transportation of Road Materials
RFB NO. 24-25-57
Deadline; Thursday, December 18, 2025 at 3:00pm

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



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. 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.gov.

Questions regarding this RFB are due no later than Friday, December 5, 2025.

IV. SCOPE OF SERVICES/PROJECT

Contractor shall furnish and use, at his own expense, all labor, trucks, trailers and fuel necessary to provide the contractual transportation of road materials. The contract shall include transportation of asphalt, decomposed granite, aggregate base or chip rock for the City of Visalia's street maintenance program.

General Requirements:

1. This bid proposal is for an HOURLY rate to transport road materials from an asphalt batch plant or sand and gravel quarry to a job location where the material will be used in road maintenance.

2. Awarded Contractor shall have adequate office and personnel resources for responding to City's needs, including, but not limited to, telephone coverage Monday-Friday during the hours of 8:00 am through 5:00 pm.

3. All requests for transportation of materials made 24 hours in advance shall be delivered the following business day. If Awarded Contractor is unable to perform services by requested time, the City reserves the right to request service from other vendors.

4. Estimated annual hours of service are given for bid purposes only. The City of Visalia does not guarantee that a minimum number of transport hours will be used. The City reserves the right to increase or decrease amount of hours listed to meet the needs of the City during the period(s) of the contract.

5. Awarded Contractor shall perform services in a manner commensurate with the highest professional standards, using qualified and experienced personnel.

6. Trucks to be used for this bid must be capable of transporting 25 tons in a single load. The trucks must be capable of dumping the material out of the rear of the truck. Providers of the service are required to use open top dump trucks with transfer trailers.

7. Awarded Contractor shall be responsible for insuring that all work performed under this contract shall conform to and comply with all applicable safety and motor vehicle regulations as issued by, but not limited to, the Federal Government, the State of California and the City of Visalia.

8. Awarded Contractor shall give personal attention to the fulfillment of the contact and keep work under their control. No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of the Awarded Contractor.

9. Awarded Contractor shall not perform any additional services related to the contract for which payment is expected without the express written consent of the City of Visalia, prior to the time the extra services are performed or rendered.

10. All drivers shall be properly licensed and shall operate vehicles used in the performance of the contract in a safe and prudent manner. Drivers shall refrain from using profane or vulgar language in a public area while performing work under this agreement.

11. All vehicles (trucks, etc.) used in the course of fulfilling this contract shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by Awarded Contractor.

12. All vehicles shall comply with the State of California emission inspection program.

13. Bid prices for services shall include all labor, equipment, and applicable taxes and fees.

14. Bidding Contractor's shall include in their response, a list of at least three (3) organizations that can be used as references for performance of similar services. Contractors shall endeavor to

include references of work performed for public sector agencies. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job.

Use of City Personnel and Equipment:

City of Visalia shall not furnish personnel to assist the Awarded Contractor in performance of the contract. The Contractor understands that any offers of assistance by City personnel are unauthorized and the Contractor shall not accept such offers.

City of Visalia shall not furnish any equipment to assist the Contractor in performance of the contract. Contractor understands that any offers by City of Visalia personnel to use City equipment for loading, processing and disposal of the property are unauthorized and the Contractor shall not accept such offers.

Awarded Contractor shall be billed for City personnel labor, equipment and materials whenever City forces are called upon to repair damage caused by the contractor in the performance of work associated with this contract.

Dust Abatement:

The Awarded Contractor shall furnish all labor, equipment and means required and shall carry out effective measures wherever and as often as necessary to prevent his operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from his operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Project Manager. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the bid price.

Noise Levels:

Awarded Contractor's equipment and facilities shall comply with the City of Visalia's Municipal Code, Title 8 Health and Safety, Chapter 8.36 Noise. The City of Visalia Municipal Code can be found at www.visalia.city.

Hauling Restrictions:

The Awarded Contractor shall comply with all restrictions when hauling material. Load restrictions on roads are identical to the State of California Department of Motor Vehicle load restrictions. A permit will not relieve the Contractor of the liability for damage or possible citations that may result from improperly moving equipment and/ or materials.

V. PRE-BID AND CONTRACT MEETINGS

1. A Non - Mandatory Pre-Bid Meeting. A non-mandatory pre-Bid meeting will be held on Tuesday, December 2, 2025 at 10:00 a.m. at City Hall West, 707 W. Acequia Ave. Attendance at this meeting is not required to submit a Bid in response to this RFB but is encouraged. 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
   Department: Public Works

VI. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on Thursday, December 18, 2025 at 3:00 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.

VII. 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.

VIII. 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.

IX. 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/Change Orders. 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. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes, in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price or the amount due the Contractor will only be reduced/increased after the price change is reviewed and authorized by the City of Visalia.

   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. Payment for approved Extra Work shall be as agreed to in writing. No additional payment is due for unauthorized Extra Work.

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 Structures.
Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures.

d. Labor
(1) Workmanship. Workmanship shall be equal to the best general janitorial 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.

e. 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.

X. 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, 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.

XI. 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. 24-25-57
Project: TRANSPORTATION OF ROAD MATERIALS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-57 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.

LOW BIDDER will be determined by the lowest Total Annual Cost. Compensation under this contract will be based on actual quantities of work completed.

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.

Bidder hereby proposes to provide to the City of Visalia, for the unit price listed (including all applicable charges) the following service:

Description: per specifications of RFB 24-25-57	**Hourly Rate**		**Estimated Hours per Year**		**Total Annual Cost**
Transportation of Road Materials	$_____/hr	x	900	=	$ _____

(1)_____
Bidding Firm

(2)_____
Corporation, Partner, Joint Venture

(3)_____
Business Address City State Zip Code

_____
Telephone 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.

_____

CONTRACTOR'S PERMIT INFORMATION

License Classification:_____
Expiration Date: _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
(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.
Federal Tax I.D. 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

_____

_____

_____

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.

_____ _____

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"

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-5"

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)
ANNUAL CONTRACT FOR TRANSPORTATION OF ROAD MATERIALS
(City of Visalia Bid No. 24-25-57)

This Agreement, entered into and effective this _____ day of _____, 2026 ["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 a contract to CONTRACTOR for the Annual Project for Transportation of Road Materials; 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 24-25-57, Transportation of Road Materials
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-57

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. 24-25-57.

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 $_____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 shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices 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) days but no sooner than ninety (90) 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: City Clerk	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

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

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 24-25-57

ANNUAL CONTRACT FOR TRANSPORTATION OF ROAD MATERIALS

ADDENDUM NO. 1

Issued: Tuesday, December 9, 2025

Bids Due: **THURSDAY, DECEMBER 18, 2025 AT 3:00 PM**

Addendum is being issued to provide responses to questions, provide prevailing wage information, and a revised bid page. This addendum becomes part of the RFB 24-25-57 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: What was the previous year's award for this project?
R1: The previous bid was awarded to WTB Inc in 2018. Below is their bid amount at that time.

Description: per specifications of RFB-17-18-74	Hourly Rate	Estimated Hours per Year	Total Annual Cost
Transportation of Road Materials	$104.00/hr	900	$93,600.00

Q2: How many tons do you expect to be hauled annually?
R2: Around 5,000 to 7,000 tons annually. An average of 300+ tons per haul.

Q3: According to General Requirements #11 all trucks are to be owned by the contractor, NO subhaulers can be used by the contractor on this job. Is that correct?
R3: Correct, no subhaulers/subcontractors are allowed.

Q4: Is this a prevailing wage job?
R4: Yes. See item 2 below.

ITEM 2: PUBLIC WORKS CONTRACT

This is a Public Works Contract, therefore it is subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual (attached). All Bidders must be registered with the Department of Industrial Relations (DIR).

ITEM 3: REVISED BID PAGE

Page 16 of the bid document has been revised to include a section where bidders can indicate their current DIR number. Please replace page 16 with the attached revised page and include with your bid submittal.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: _____ Date: _____

By: _____
Bidder's Signature

Attachment:
Attachment 1: Revised Page 16 of bid document: Bidder's DIR number is to be included.
Attachment 2: City of Visalia Labor Compliance Manual
Attachment 3: Prevailing Wage

Revised Page 16

Bidding Agency: _____

CONTRACTOR'S STATE D.I.R. REGISTRATION NO.: _____

CONTRACTOR'S PERMIT INFORMATION

License Classification: _____
Expiration Date: _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
(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.
Federal Tax I.D. 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

City of Visalia
Labor Compliance Manual

Visalia Purchasing Division

Adopted January 2015

707 West Acequia
Visalia, CA 93291
Phone (559) 713-4334
purchasing@visalia.gov

Contents

Preface 3
Introduction 3
Public Works Contracts 4
Prevailing Wage Requirements 5
Duty of the Awarding Body (COV) 8
Duty of the Contractor/Subcontractor 16
Appendix A – Labor Code section 96.7 24
Appendix B – Labor Code Section 1720-1743 25
Appendix C – Labor Code Section 1770-1784 35
Appendix D – Labor Code Section 1810-1815 56
Appendix E – Labor Code Section 3070-3098 57
Appendix F – Public Contract Code Sections 4104, 4107, 4107.5, 4108, 10164, and 20103.5 67
Appendix G – United States Code Title 29 Labor Section 175a 71
Appendix - H Government Code Section 6700, 12926-12926.1, 12940 72
Appendix I – Code of Civil Procedure Section 1085 81
Appendix J – Statement of Compliance 82

Preface

The City of Visalia (COV) has prepared this instructional manual for the purpose of compliance with California Labor code as enforced by the State of California Department of Industrial Relations Division of Labor Standards Enforcement (DLSE). The COV will enforce California Labor Code in accordance with Section 1726 and promptly report any suspected violations to the California Labor Commissioner.

Historically, the COV Municipal Code provisions (Chapter 3.37) have not required the application of prevailing wage laws for locally funded projects. This option was available to the COV as a charter city. On October 13, 2013, California Senate Bill No. 7 (SB7) was approved, adding Section 1782 to the California Labor Code. Section 1782 prohibits charter cities from receiving or using state funding or financial assistance for any construction project if they have charter provisions allowing them not to apply prevailing wage requirements to any public works contract, whether locally funded or not.

Chapter 3.37 of the COV Municipal Code has been amended effective January 1, 2015, to require compliance with State Prevailing Wage Laws on all City contracts for public works advertised for bid after December 31, 2014. Additional provisions included in this amendment will repeal or suspend the prevailing wage requirements on locally funded public works projects should the result of any legal action invalidate or stay the enforcement of Labor Code Section 1782.

This manual is provided to inform COV staff and contractors of existing California Labor Code (CLC) law. Nothing in this manual is meant to limit or change the enforcement of CLC as set forth in California law.

Introduction

The COV is required by current California Labor Law to comply with the Labor Code sections discussed in this manual. This responsibility is to be taken seriously by all City employees and contractors.

- As stated in labor code section 1777, any officer, agent, or representative of the State or of any political subdivision who willfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor. As defined in 1777.1(e), a willful violation occurs when the individual knew or reasonably ***should have known*** their obligation but fails or deliberately refuses to comply.

- As stated in more detail in section 1777.1, any contractor or subcontractor found to be in violation of Chapter 1, Part 7 of the labor code (sections 1720-1861) with intent to defraud will be ineligible to bid on, perform work as a subcontractor on, or be awarded a public works contract for a period of up to 3 years.

- Violations of prevailing wage requirements may be classified as a misdemeanor, a felony and/or can result in significant financial penalties in addition to the requirement to pay or correct any deficiency in wages paid or apprenticeship hours worked. (See labor code sections 1775, 1777.7, 1778, 1779, 1780 and 1814.)

The Labor Commissioner maintains a list of debarred (ineligible) contractors which will be reviewed by the COV before the award of any public works contract.

Public Works Contracts

1. Types of Contracts to Which Prevailing Wage Requirements Apply

   In addition to projects with prevailing wage requirements imposed upon them by a particular funding source or federal or state law, all ***public works*** contracts entered into by the COV will be required to comply with the prevailing wage law set forth in the California Labor Code (CLC). Existing law defines "public works" to include, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for, in whole or in part, out of public funds, and street, sewer, or other improvement work done under the direction and supervision or by the authority of an officer or public body of the state, or of any political subdivision or district thereof.

   Per section 1771, prevailing wage requirements apply only to work performed under contract and are not applicable to work carried out by a public agency with its own work force. Contracts for maintenance work must comply with prevailing wage requirements.

   For a more exhaustive definition of public works contracts, please refer to Labor Code section 1720.

2. Limited Exemption

   Section 1782(d)(1) of the Labor Code excludes public works contracts for projects of $25,000 or less for construction work or projects of $15,000 or less for alteration, demolition, repair, or maintenance work from the

prevailing wage requirements. In accordance with CLC section 1725.5(d)(3), if the amount of an exempt contract is changed by an increase in scope, resulting in a public work contract amount that exceeds these exempt amounts, workers employed on the contract from the contract amendment date forward shall be paid the prevailing wage and all public work requirements under CLC shall apply to the project from that date forward.

Also excluded from the requirements of Section 1782 are COV contracts awarded or advertised for bid prior to January 1, 2015. (Labor code sections 1782(f).)

Labor Code section 1720 contains additional specific exemptions that may apply to specific types of projects.

3. Applicable Dates for Enforcement

   All public works contracts entered into on or after January 1, 2015 which do not fall under the exclusions in section 2 above, fall under the prevailing wage requirements.

Prevailing Wage Requirements

The sections of California Labor Code addressed in this manual impose three general categories of requirements, contractor registration, prevailing wage/certified payroll records, and apprenticeship.

Contractor Registration

Effective for any bid submitted on or after March 1, 2015 and any contract awarded on or after April 1, 2015, all contractors must be registered according to the requirements of Labor Code Section 1725.5 to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public works contract for the COV. The full text of the requirements of Section 1725.5 and its enforcement (Section 1771.1) is included in the attached appendices.

Based upon the definition of a public works contract in Labor Code section 1782(d)(1), specific to charter cities, the requirement for contractor registration does not apply to contracts for projects of $25,000 or less for construction work or projects of $15,000 or less for alteration, demolition, repair, or maintenance work. For the purpose of this section, a project would include all the components of any individual contract, regardless of multiple phases and/or work locations.

As required by CLC section 1771.1(b), notice of the requirement for contractor registration shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration in accordance with section 1725.5.

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to contractor registration are discussed further in their respective sections of this manual.

Prevailing Wage / Certified Payroll Records

Labor code sections 1771 and 1777.5 require the payment of the general prevailing rate of per diem wages for all work on public works projects. Labor code section 1774 also requires the contractor to whom the contract is awarded and any subcontractor under him to pay at least the prevailing wage to all workmen employed on the contract.

As required by labor code section 1776, each contractor and subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

A certified copy of each weekly payroll must be furnished directly to the Labor Commissioner as specified in the contract. As stated in 1771.4(a)(3)(B), the records shall be in a format prescribed by the Labor Commissioner. In accordance with CLC section 1776(a), each payroll record must contain or be verified by a written declaration, under penalty of perjury that the information contained within is true, correct and complies with the requirement of sections 1771, 1811, and 1815 for any work performed by the contractor's employees on a public work project.

In addition, these payroll records and their supporting documentation must be made available for inspection or copies provided, at all reasonable hours at the principal office of the contractor, to the various authorized parties discussed in labor code section 1776, including, but not limited to, the employee, the COV and the Department of Labor Standards Enforcement (DLSE). Public requests for copies of certified payroll records must be made directly to the COV or the DLSE.

The contractor must inform the COV of the location of the payroll records discussed above and notify the COV within 5 working days of any change in their location. Payroll records and their supporting documentation requested in writing, in accordance with the restrictions of section 1776, must be provided

within 10 days. Failure to comply within a 10-day period will result in a penalty of $100 per day for each worker until the records are provided.

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to prevailing wage and certified payroll records are discussed further in their respective sections of this manual.

Apprentices

As required by CLC section 1777.5(d), contractors awarded public works contracts who employ workers in any apprenticeable craft or trade in the performance of the contract shall employ apprentices in at least the ratio of one hour of apprentice work for every five hours of journeyman work. In accordance with CLC section 1777.5, apprentices are to be paid the prevailing wage for apprentices in the trade to which they are registered.

Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months. (CLC section 1777.5(e).) Contractors should also review the potential applicable exemptions to apprenticeship requirements in Labor Code 1777.5.
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.

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).

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to apprenticeship requirements are discussed further in their respective sections of this manual.

Duty of the Awarding Body (COV)

As the awarding body on public works contracts, the COV must comply with various requirements of the California Labor Code (CLC). The project manager and purchasing are responsible for the COV's compliance with labor law throughout the various stages of a public works project as shown below.

1. Bid/Quote preparation (Purchasing/Project Manager)
2. Bid conference (Purchasing)
3. Contract award (Purchasing)
4. Contract language (Project Manager)
5. Contract administration and compliance monitoring (Purchasing/Project Manager)

1. Bid Preparation (Purchasing/Project Manager)

Contract Language (Purchasing): The COV awards contracts on a competitive basis. The following statements are required by California Labor Code (CLC) to be included in all public work requests for quotes, bids or proposals:

- ❑ 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 COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

- ❑ As set forth in CLC section 1771.4 (a)(1), notice is given that this project is and public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 are included herein as attachments to this contract.***

- ❑ As set forth in CLC section 1735, a contractor must not discriminate in the employment of persons on public work contracts on any basis listed in government code sections 12940, 12926, or 12926.1.

- ❑ 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.

Contract inclusion and/or attachments (Project Manager): The following item is required to be included either in the body of, as attachments to, or addendums of all public work requests for bids or proposals:

- ❑ As set forth in CLC section 1773, the COV 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. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and 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

2. Bid conferences (Purchasing)

- ❑ Each prospective bidder shall be provided a copy of the COV Labor Compliance Manual.

- ❑ Purchasing shall review the Duty of the Contractor/Subcontractor section of the COV Labor Compliance Manual.

3. Contract Award (Purchasing)

Prior to Award: Before the award of any public works contract, the following items will be verified:

- ❑ Purchasing will consult the list of ineligible contractors maintained by the Labor Commissioner, according to labor code sections 1741(c) and 1771.1(e), to verify that all contractors and subcontractors listed on the winning bid are eligible to perform work on public works contracts. The list of contractors who are currently barred from participation on public works contracts may be found at: http://www.dir.ca.gov/dlse/debar.html .

- ❑ Purchasing will confirm the registration of each contractor and subcontractor in compliance with CLC section 1725.5. The confirmation can be completed at: https://efiling.dir.ca.gov/PWCR/Search.action .

After Award: Upon the actual award of a public works contract by the COV, purchasing will complete the following:

- ❑ As required by labor code section 1773.3(a)(1), within 5 days of the award of a public works contract by the COV, purchasing must provide notice of the award to the Department of Industrial Relations. A DAS form PWC-100 must be filed on the Department of Industrial Relations website (www.dir.ca.gov/pwc100ext). The registration requires the following information:
  - Name of the contractor and any subcontractor listed on the successful bid,
  - The bid and contract award dates,
  - The contract amount,
  - The estimated start and completion dates,
  - Job site location.
  - Any additional information requested by the Department Industrial Relations.

4. Contract Preparation (Purchasing/Project Manager)

Language and Inclusions: The following statements and requirements are to be included in all COV public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC).

- ❑ 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 COV. 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 COV 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 COV, 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 COV of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the COV within 5 working days of any change in their location.

- ☐ The COV 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 COV.

Contract inclusion and/or attachments: 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 COV 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

5. Contract Administration and Compliance Monitoring (Purchasing/Project Manager)

Pre-Construction Conference: Project Manager shall meet with the contractor and subcontractor(s) prior to the commencement of work on the project to review the following:

- The COV labor Compliance manual. Project Manager will provide the contractor and subcontractors with copies of the manual as needed.
- The contractor and subcontractor(s) will be given the opportunity to ask questions concerning the contract requirements.
- When a public work contract is below $25,000, and the result of a competitive quote process, the Labor Compliance Manual will be provided as an attachment to the Purchase Order (PO) when issued.

Contract Administration: The project manager will be responsible for the following:

- ❑ Project manager will confirm the contractor has posted, in accordance with CLC section 1773.2, 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.
- ❑ Prior to making final payment to any subcontractor(s) for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from each 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.
- ❑ The project manager will require the prime contractor 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 approving final payment on the contract.
- ❑ Any complaints received by the project manager alleging noncompliance with prevailing wage or apprenticeship requirements will be forwarded to the purchasing department in writing (email acceptable) by the end of the following business day. Complaints received will not be pursued or discussed with contractors or subcontractors on the project by COV employees.

- ❑ Any complaints received by purchasing alleging noncompliance with prevailing wage or apprenticeship requirements will be forwarded to the Department of Labor Standards Enforcement (DLSE) in writing (email acceptable) within 3 business days. Complaints received will not be pursued or discussed with contractors or subcontractors on the project by COV employees.

- ❑ The project manager will communicate on a regular basis with the prime contractor.

- ❑ When visiting the job site, the project manager shall not enter any area that appears unsafe. When entering a construction area, COV personnel are expected to exercise reasonable caution and required to wear hard hats, safety shoes and safety vests at all times.

- ❑ All authorized COV personnel visiting any COV construction site are required to be properly identified as a COV representative by wearing a visible employee ID badge or identifying themselves as such.

- ❑ Public requests for certified payroll records must be made directly to the COV or the Department of Labor Standards Enforcement. Upon the receipt of such a request, the project manager will process the request in accordance with CLC section 1776. The COV may charge reasonable fees to reimburse the costs of preparation and reproduction of public requests for certified payroll records in accordance with 1776(b)(3).

- ❑ 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.

Duty of the Contractor/Subcontractor

Contractor Registration

- ❑ 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 COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

Based upon the definition of a public works contract in Labor Code section 1782(d)(1), specific to charter cities, the requirement for contractor registration does not apply to public works contracts for projects of $25,000 or less for construction work or projects of $15,000 or less for alteration, demolition, repair, or maintenance work.

Contractor registration requires a $300 annual fee, worker's compensation coverage for employees and various certifications of compliance with labor law. Information on contractor registration may be found on the Department of Industrial Relations (DIR) website at:

http://www.dir.ca.gov/Public-Works/PublicWorks.html
https://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf

Required Postings for Prevailing Wage Projects

- ❑ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the COV 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 .

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the COV, 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.

Subcontractor Requirements

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 a COV public works project requiring the payment of prevailing wages:

- ❑ 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.

- ❑ 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, 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)). Unless an exemption applies, 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 by a subcontractor if the prime contractor 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.

Certified Payroll Records

- ❑ 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 and all prevailing wage projects, each project contractor and subcontractor shall;

    - o 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. Sole owners and partners who work on COV public works contracts must also submit a certified payroll record listing days and hours worked and the trade classification descriptive of the work actually done. The Department of Industrial Relations (DIR) approved form (A-1-131) for this purpose, which includes the certification, may be found at:

      http://www.dir.ca.gov/dlse/publicWorksPayrollInstructions.htm

      Certified payroll records (CPR's) required by CLC 1776 may be

maintained electronically as long as the following conditions are met:

- The printouts of electronic data contain the same information as form A-1-131.
- A full copy of the CPR's submitted for each pay period is kept in the form of a non-modifiable image (including a signed certification) or in paper form.

- 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.

  **Authorized parties include the employee, COV and the DIR. The public may not be given access to the records by the contractor. A request by the public shall be made through the COV or the DIR Department of Labor Standards enforcement (DLSE).*

- Inform the COV of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the COV within 5 working days of any change in their location.

The prime contractor is responsible for Labor Code violations of its subcontractor(s) in accordance with CLC section 1775 – payment of prevailing wages. As required by 1775(c) the Division of labor Standards Enforcement will notify the contractor on a public works project within 15 days of the receipt of a prevailing wage complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If a subcontractor on a public works project fails to pay a worker the general prevailing rate of per diem wages, the prime contractor of the project is not liable for any penalties under section 1775 unless the prime contractor had knowledge of that failure or unless the prime contractor fails to comply with all of the following requirements.

- ☐ 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 requiring payment of prevailing wages 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.

If the COV has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment issued by the Labor Commissioner against a subcontractor, the contractor shall withhold sufficient money due to the subcontractor in accordance with CLC section 1727. Money withheld will be transferred to the awarding body and shall not be disbursed until receipt of a final order by the Labor Commissioner that is no longer subject to judicial review.

If all contract payments have been made to the contractor and subcontractor, under CLC section 1743, the contractor and subcontractor are jointly liable for all amounts due under a final order or judgment to satisfy a civil wage penalty assessment. The Labor Commissioner must first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim against the contractor.

Apprenticeship Requirements

- ❑ 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)). Unless an exemption applies, 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.

- 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.

Other Requirements

- ❑ 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 COV. This affidavit must be provided to the COV prior to the release of retention to the contractor.

- ❑ As set forth in CLC section 1735, a contractor must not discriminate in the employment of persons on public work contracts on any basis listed in government code sections 12940, 12926, or 12926.1.

- ❑ As set forth in CLC 1777.6, an employer or labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in government codes sections 12940, 12926, or 12926.1 except as provided in Labor Code section 3077 and Government Code section 12940.

Project Closeout and Recordkeeping

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.

Appendix A – Labor Code section 96.7

LABOR CODE SECTION 96.7

96.7. The Labor Commissioner, after investigation and upon determination that wages or monetary benefits are due and unpaid to any worker in the State of California, may collect such wages or benefits on behalf of the worker without assignment of such wages or benefits to the commissioner.

(a) The Labor Commissioner shall act as trustee of all such collected unpaid wages or benefits, and shall deposit such collected moneys in the Industrial Relations Unpaid Wage Fund.

(b) The Labor Commissioner shall make a diligent search to locate any worker for whom the Labor Commissioner has collected unpaid wages or benefits.

(c) All wages or benefits collected under this section shall be remitted to the worker, his lawful representative, or to any trust or custodial fund established under a plan to provide health and welfare, pension, vacation, retirement, or similar benefits from the Industrial Relations Unpaid Wage Fund.

(d) Any unpaid wages or benefits collected by the Labor Commissioner pursuant to this section shall be retained in the Industrial Relations Unpaid Wage Fund until remitted pursuant to subdivision (c), or until deposited in the General Fund.

(e) The Controller shall, at the end of each fiscal year, transfer to the General Fund the unencumbered balance, less six months of expenditures as determined by the Director of Finance, in the Industrial Relations Unpaid Wage Fund.

(f) All wages or benefits collected under this section which cannot be remitted from the Industrial Relations Unpaid Wage Fund pursuant to subdivision (c) because money has been transmitted to the General Fund shall be paid out of the General Fund from funds appropriated for that purpose.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

Appendix B – Labor Code Section 1720-1743

LABOR CODE SECTION 1720-1743

1720. (a) As used in this chapter, "public works" means:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

(2) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "Public work" does not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(3) Street, sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.

(4) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

(5) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(6) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(7) (A) Infrastructure project grants from the California Advanced Services Fund pursuant to Section 281 of the Public Utilities Code.

(B) For purposes of this paragraph, the Public Utilities Commission is not the awarding body or the body awarding the contract, as defined in Section 1722.

(b) For purposes of this section, "paid for in whole or in part out of public funds" means all of the following:

(1) The payment of money or the equivalent of money by the state or political subdivision directly to or on behalf of the public works contractor, subcontractor, or developer.

(2) Performance of construction work by the state or political subdivision in execution of the project.

(3) Transfer by the state or political subdivision of an asset of value for less than fair market price.

(4) Fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the contract, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the state or political subdivision.

(5) Money loaned by the state or political subdivision that is to be repaid on a contingent basis.

(6) Credits that are applied by the state or political subdivision against repayment obligations to the state or political subdivision.

(c) Notwithstanding subdivision (b):

(1) Private residential projects built on private property are not subject to the requirements of this chapter unless the projects are built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(2) If the state or a political subdivision requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development

project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter.

(3) If the state or a political subdivision reimburses a private developer for costs that would normally be borne by the public, or provides directly or indirectly a public subsidy to a private development project that is de minimis in the context of the project, an otherwise private development project shall not thereby become subject to the requirements of this chapter.

(4) The construction or rehabilitation of affordable housing units for low- or moderate-income persons pursuant to paragraph (5) or (7) of subdivision (e) of Section 33334.2 of the Health and Safety Code that are paid for solely with moneys from the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code or that are paid for by a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code do not constitute a project that is paid for in whole or in part out of public funds.

(5) Unless otherwise required by a public funding program, the construction or rehabilitation of privately owned residential projects is not subject to the requirements of this chapter if one or more of the following conditions are met:

(A) The project is a self-help housing project in which no fewer than 500 hours of construction work associated with the homes are to be performed by the home buyers.

(B) The project consists of rehabilitation or expansion work associated with a facility operated on a not-for-profit basis as temporary or transitional housing for homeless persons with a total project cost of less than twenty-five thousand dollars ($25,000).

(C) Assistance is provided to a household as either mortgage assistance, downpayment assistance, or for the rehabilitation of a single-family home.

(D) The project consists of new construction, expansion, or rehabilitation work associated with a facility developed by a nonprofit organization to be operated on a not-for-profit basis to provide emergency or transitional shelter and ancillary services and assistance to homeless adults and children. The nonprofit organization operating the project shall provide, at no profit, not less than 50 percent of the total project cost from nonpublic sources, excluding real property that is transferred or leased. Total project cost includes the value of donated labor, materials, architectural, and engineering services.

(E) The public participation in the project that would otherwise meet the criteria of subdivision (b) is public funding in the form of below-market interest rate loans for a project in which occupancy of at least 40 percent of the units is restricted for at least 20 years, by deed or regulatory agreement, to individuals or families earning no more than 80 percent of the area median income.

(d) Notwithstanding any provision of this section to the contrary, the following projects shall not, solely by reason of this section, be subject to the requirements of this chapter:

(1) Qualified residential rental projects, as defined by Section 142(d) of the Internal Revenue Code, financed in whole or in part through the issuance of bonds that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 (commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(2) Single-family residential projects financed in whole or in part through the issuance of qualified mortgage revenue bonds or qualified veterans' mortgage bonds, as defined by Section 143 of the Internal Revenue Code, or with mortgage credit certificates under a Qualified Mortgage Credit Certificate Program, as defined by Section 25 of the Internal Revenue Code, that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 (commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(3) Low-income housing projects that are allocated federal or state low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code, Chapter 3.6 (commencing with Section 50199.4) of Part 1 of Division 31 of the Health and Safety Code, or Section 12206, 17058, or 23610.5 of the

Revenue and Taxation Code, on or before December 31, 2003.

(e) If a statute, other than this section, or a regulation, other than a regulation adopted pursuant to this section, or an ordinance or a contract applies this chapter to a project, the exclusions set forth in subdivision (d) do not apply to that project.

(f) For purposes of this section, references to the Internal Revenue Code mean the Internal Revenue Code of 1986, as amended, and include the corresponding predecessor sections of the Internal Revenue Code of 1954, as amended.

(g) The amendments made to this section by either Chapter 938 of the Statutes of 2001 or the act adding this subdivision shall not be construed to preempt local ordinances requiring the payment of prevailing wages on housing projects.

1720.2. For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public works" also means any construction work done under private contract when all of the following conditions exist:

(a) The construction contract is between private persons.

(b) The property subject to the construction contract is privately owned, but upon completion of the construction work, more than 50 percent of the assignable square feet of the property is leased to the state or a political subdivision for its use.

(c) Either of the following conditions exist:

(1) The lease agreement between the lessor and the state or political subdivision, as lessee, was entered into prior to the construction contract.

(2) The construction work is performed according to plans, specifications, or criteria furnished by the state or political subdivision, and the lease agreement between the lessor and the state or political subdivision, as lessee, is entered into during, or upon completion of, the construction work.

1720.3. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling of refuse from a public works site to an outside disposal location, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, the "hauling of refuse" includes, but is not limited to, hauling soil, sand, gravel, rocks, concrete, asphalt, excavation materials, and construction debris. The "hauling of refuse" shall not include the hauling of recyclable metals such as copper, steel, and aluminum that have been separated from other materials at the jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser.

1720.4. (a) This chapter shall not apply to any of the following work:

(1) Any work performed by a volunteer. For purposes of this section, "volunteer" means an individual who performs work for civic, charitable, or humanitarian reasons for a public agency or corporation qualified under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization, without promise, expectation, or receipt of any compensation for work performed.

(A) An individual shall be considered a volunteer only when his or her services are offered freely and without pressure and coercion, direct or implied, from an employer.

(B) An individual may receive reasonable meals, lodging, transportation, and incidental expenses or nominal nonmonetary awards without losing volunteer status if, in the entire context of the situation, those benefits and payments are not a substitute form of compensation for work performed.

(C) An individual shall not be considered a volunteer if the person is otherwise employed for compensation at any time (i) in the construction, alteration, demolition, installation, repair, or maintenance work on the same project, or (ii) by a contractor, other than a corporation qualified under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization, that receives payment to perform construction, alteration, demolition, installation, repair, or maintenance work on the same project.

(2) Any work performed by a volunteer coordinator. For purposes of this section, "volunteer coordinator" means an individual paid by a corporation qualified under Section

501(c)(3) of the Internal Revenue Code as a tax-exempt organization, to oversee or supervise volunteers. An individual may be considered a volunteer coordinator even if the individual performs some nonsupervisory work on a project alongside the volunteers, so long as the individual's primary responsibility on the project is to oversee or supervise the volunteers rather than to perform nonsupervisory work.

(3) Any work performed by the California Conservation Corps or by Community Conservation Corps certified by the California Conservation Corps pursuant to Section 14507.5 of the Public Resources Code.

(b) This section shall apply retroactively to otherwise covered work concluded on or after January 1, 2002, to the extent permitted by law.

(c) This section shall remain in effect only until January 1, 2017, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 2017, deletes or extends that date.

1720.6. For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public work" also means any construction, alteration, demolition, installation, or repair work done under private contract when the following conditions exist:

(a) The work is performed in connection with the construction or maintenance of renewable energy generating capacity or energy efficiency improvements.

(b) The work is performed on the property of the state or a political subdivision of the state.

(c) Either of the following conditions exists:

(1) More than 50 percent of the energy generated is purchased or will be purchased by the state or a political subdivision of the state.

(2) The energy efficiency improvements are primarily intended to reduce energy costs that would otherwise be incurred by the state or a political subdivision of the state.

1721. "Political subdivision" includes any county, city, district, public housing authority, or public agency of the state, and assessment or improvement districts.

1722. "Awarding body" or "body awarding the contract" means department, board, authority, officer or agent awarding a contract for public work.

1722.1. For the purposes of this chapter, "contractor" and "subcontractor" include a contractor, subcontractor, licensee, officer, agent, or representative thereof, acting in that capacity, when working on public works pursuant to this article and Article 2 (commencing with Section 1770).

1723. "Worker" includes laborer, worker, or mechanic.

1724. "Locality in which public work is performed" means the county in which the public work is done in cases in which the contract is awarded by the State, and means the limits of the political subdivision on whose behalf the contract is awarded in other cases.

1725. "Alien" means any person who is not a born or fully naturalized citizen of the United States.

1725.5. A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars ($300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in

a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice

of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

1726. (a) The body awarding the contract for public work shall take cognizance of violations of this chapter committed in the course of the execution of the contract, and shall promptly report any suspected violations to the Labor Commissioner.

(b) If the awarding body determines as a result of its own investigation that there has been a violation of this chapter and withholds contract payments, the procedures in Section 1771.6 shall be followed.

(c) A contractor may bring an action in a court of competent jurisdiction to recover from an awarding body the difference between the wages - paid to an employee and the wages that were required to be paid to an employee under this chapter, any penalties required to be paid under this chapter, and costs and attorney's fees related to this action, if either of the following is true:

(1) The awarding body previously affirmatively represented to the contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work," as defined in this chapter.

(2) The awarding body received actual written notice from the Department of Industrial Relations that the work to be covered by the bid or contract is a "public work," as defined in this chapter, and failed to disclose that information to the contractor before the bid opening or awarding of the contract.

1727. (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

(b) If the awarding body has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. These amounts shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

1728. In cases of contracts with assessment or improvement districts where full payment is made in the form of a single warrant, or other evidence of full payment, after completion and acceptance of the work, the awarding body shall accept from the contractor in cash a sum equal to, and in lieu of, any amount required to be withheld, retained, or forfeited under the provisions of this section, and said awarding body shall then release the final warrant or payment in full.

1729. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

1730. The Director of Industrial Relations shall post a list of every California code section and the language of those sections that relate to the prevailing rate of per diem wage requirements for workers employed on a public work project on the Internet Web site of the Department of Industrial Relations on or before June 1, 2013, and shall update that list each February 1 thereafter.

1734. Any court collecting any fines or penalties under the criminal provisions of this

chapter or any of the labor laws pertaining to public works shall as soon as practicable after the receipt thereof deposit same with the county treasurer of the county in which such court is situated. Amounts so deposited shall be paid at least once a month by warrant of the county auditor drawn upon requisition of the judge or clerk of said court, to the State Treasurer for deposit in the General Fund.

1735. A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

1736. During any investigation conducted under this part, the Division of Labor Standards Enforcement shall keep confidential the name of any employee who reports a violation of this chapter and any other information that may identify the employee.

1740. Notwithstanding any other provision of this chapter or any other law of this State, except limitations imposed by the Constitution, the legislative body of a political subdivision which has received or is to receive a loan or grant of funds from the Federal Government or a federal department or agency for public works of that political subdivision, may provide in its call for bids in connection with such public works that all bid specifications and contracts and other procedures in connection with bids or contracts shall be subject to modification to comply with revisions in federal minimum wage schedules without the necessity of republication or duplication of other formal statutory requirements.

1741. (a) If the Labor Commissioner or his or her designee determines after an investigation that there has been a violation of this chapter, the Labor Commissioner shall with reasonable promptness issue a civil wage and penalty assessment to the contractor or subcontractor, or both. The assessment shall be in writing, shall describe the nature of the violation and the amount of wages, penalties, and forfeitures due, and shall include the basis for the assessment. The assessment shall be served not later than 18 months after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 18 months after acceptance of the public work, whichever occurs last. Service of the assessment shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor, subcontractor, and awarding body. The assessment shall advise the contractor and subcontractor of the procedure for obtaining review of the assessment. The Labor Commissioner shall, to the extent practicable, ascertain the identity of any bonding company issuing a bond that secures the payment of wages covered by the assessment and any surety on a bond, and shall serve a copy of the assessment by certified mail to the bonding company or surety at the same time service is made to the contractor, subcontractor, and awarding body. However, no bonding company or surety shall be relieved of its responsibilities because it failed to receive notice from the Labor Commissioner.

(b) Interest shall accrue on all due and unpaid wages at the rate described in subdivision (b) of Section 3289 of the Civil Code. The interest shall accrue from the date that the wages were due and payable, as provided in Part 7 (commencing with Section 1720) of Division 2, until the wages are paid.

(c) (1) The Labor Commissioner shall maintain a public list of the names of each contractor and subcontractor who has been found to have committed a willful violation of Section 1775 or to whom a final order, which is no longer subject to judicial review, has been issued.

(2) The list shall include the date of each assessment, the amount of wages and penalties assessed, and the amount collected.

(3) The list shall be updated at least quarterly, and the contractor's or subcontractor's name shall remain on that list until the assessment is satisfied, or for a

period of three years beginning from the date of the issuance of the assessment, whichever is later.

1741.1. (a) The period for service of assessments shall be tolled for the period of time required by the Director of Industrial Relations to determine whether a project is a public work, including a determination on administrative appeal, if applicable, pursuant to subdivisions (b) and (c) of Section 1773.5. The period for service of assessments shall also be tolled for the period of time that a contractor or subcontractor fails to provide in a timely manner certified payroll records pursuant to a request from the Labor Commissioner or a joint labor-management committee under Section 1776, or an approved labor compliance program under Section 1771.5 or 1771.7.

(b) (1) The body awarding the contract for public work shall furnish, within 10 days after receipt of a written request from the Labor Commissioner, a copy of the valid notice of completion for the public work filed in the office of the county recorder, or a document evidencing the awarding body's acceptance of the public work on a particular date, whichever occurs later, by first-class mail addressed to the office of the Labor Commissioner that is listed on the written request. If, at the time of receipt of the Labor Commissioner's written request, a valid notice of completion has not been filed by the awarding body in the office of the county recorder and there is no document evidencing the awarding body's acceptance of the public work on a particular date, the awarding body shall so notify the office of the Labor Commissioner that is listed on the written request. Thereafter, the awarding body shall furnish copies of the applicable document within 10 days after filing a valid notice of completion with the county recorder's office, or within 10 days of the awarding body's acceptance of the public work on a particular date.

(2) If the awarding body fails to timely furnish the Labor Commissioner with the documents identified in paragraph (1), the period for service of assessments under Section 1741 shall be tolled until the Labor Commissioner's actual receipt of the valid notice of completion for the public work or a document evidencing the awarding body's acceptance of the public work on a particular date.

(c) The tolling provisions in this section shall also apply to the period of time for commencing an action brought by a joint labor-management committee pursuant to Section 1771.2.

1742. (a) An affected contractor or subcontractor may obtain review of a civil wage and penalty assessment under this chapter by transmitting a written request to the office of the Labor Commissioner that appears on the assessment within 60 days after service of the assessment. If no hearing is requested within 60 days after service of the assessment, the assessment shall become final.

(b) Upon receipt of a timely request, a hearing shall be commenced within 90 days before the director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the Labor Commissioner subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor. The contractor or subcontractor shall have the burden of proving that the basis for the civil wage and penalty assessment is incorrect. The assessment shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing. Within 45 days of the conclusion of the hearing, the director shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the director shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the Labor

Commissioner. Within 15 days of the issuance of the decision, the director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. The director shall adopt regulations setting forth procedures for hearings under this subdivision.

(c) An affected contractor or subcontractor may obtain review of the decision of the director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.

(d) A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.

(e) A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.

(f) An awarding body that has withheld funds in response to a civil wage and penalty assessment under this chapter shall, upon receipt of a certified copy of a final order that is no longer subject to judicial review, promptly transmit the withheld funds, up to the amount of the certified order, to the Labor Commissioner.

(g) This section shall provide the exclusive method for review of a civil wage and penalty assessment by the Labor Commissioner under this chapter or the decision of an awarding body to withhold contract payments pursuant to Section 1771.5.

1742.1. (a) After 60 days following the service of a civil wage and penalty assessment under Section 1741 or a notice of withholding under subdivision (a) of Section 1771.6, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment or notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof, that still remain unpaid. If the assessment or notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. Additionally, if the contractor or subcontractor demonstrates to the satisfaction of the director that he or she had substantial grounds for appealing the assessment or notice with respect to a portion of the unpaid wages covered by the assessment or notice, the director may exercise his or her discretion to waive payment of the liquidated damages with respect to that portion of the unpaid wages. Any liquidated damages shall be distributed to the employee along with the unpaid wages. Section 203.5 shall not apply to claims for prevailing wages under this chapter.

(b) Notwithstanding subdivision (a), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the assessment or notice, for the department to hold in escrow pending administrative and judicial review. The department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

(c) The Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of a civil wage and penalty assessment under Section 1741, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment without the need for formal proceedings. The awarding body shall, upon receipt of a request from the affected contractor or subcontractor within 30 days

following the service of a notice of withholding under subdivision (a) of Section 1771.6, afford the contractor or subcontractor the opportunity to meet with the designee of the awarding body to attempt to settle a dispute regarding the notice without the need for formal proceedings. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking administrative review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. The assessment or notice shall advise the contractor or subcontractor of the opportunity to request a settlement meeting.

(d) This section shall become operative on January 1, 2007.

1743. (a) The contractor and subcontractor shall be jointly and severally liable for all amounts due pursuant to a final order under this chapter or a judgment thereon. The Labor Commissioner shall first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim against the contractor.

(b) From the amount collected, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

(c) Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund.

(d) A final order under this chapter or a judgment thereon shall be binding, with respect to the amount found to be due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. The limitations period of any action on a payment bond shall be tolled pending a final order that is no longer subject to judicial review.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

LABOR CODE SECTION 1770-1784

1770. The Director of the Department of Industrial Relations shall determine the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773, and the director's determination in the matter shall be final except as provided in Section 1773.4. Nothing in this article, however, shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work. Nothing in this act shall permit any overtime work in violation of Article 3 of this chapter.

1771. Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1771.1. (a) 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.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the

requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

1771.2. (a) A joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) may bring an action in any court of competent jurisdiction against an employer that fails to pay the prevailing wage to its employees, as required by this article. This action shall be commenced not later than 18 months after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 18 months after acceptance of the public work, whichever occurs last.

(b) (1) In an action brought pursuant to this section, the court shall award restitution to an employee for unpaid wages, plus interest, under Section 3289 of the Civil Code from the date that the wages became due and payable, and liquidated damages equal to the amount of unpaid wages owed, and may impose civil penalties, only against an employer that failed to pay the prevailing wage to its employees, in accordance with Section 1775, injunctive relief, or any other appropriate form of equitable relief. The court shall follow the same standards and have the same discretion in setting the amount of penalties as are provided by subdivision (a) of Section 1775. The court shall award a prevailing joint labor-management committee its reasonable attorney's fees and costs incurred in maintaining the action, including expert witness fees.

(2) An action pursuant to this section shall not be based on the employer's misclassification of the craft of a worker in its certified payroll records.

(3) Liquidated damages shall be awarded only if the complaint alleges with specificity the wages due and unpaid to the individual workers, including how that amount was calculated, and the defendant fails to pay the wages, deposit that amount with the court to be held in escrow, or provide proof to the court of an adequate surety bond to cover the wages, within 60 days of service of the complaint. Liquidated damages shall be awarded only on the wages found to be due and unpaid. Additionally, if the defendant demonstrates to the satisfaction of the court that the defendant had substantial grounds for contesting that a portion of the allegedly unpaid wages were owed, the court may exercise its discretion to waive the payment of the liquidated damages with respect to that portion of the unpaid wages.

(4) This subdivision does not limit any other available remedies for a violation of this chapter.

1771.3. (a) The State Public Works Enforcement Fund is hereby created as a special fund in the State Treasury to be available upon appropriation of the Legislature. All registration fees collected pursuant to Section 1725.5 and any other moneys as are designated by statute or order shall be deposited in the fund for the purposes specified in subdivision (b).

(b) Moneys in the State Public Works Enforcement Fund shall be used only for the following purposes:

(1) The reasonable costs of administering the registration of contractors and subcontractors to perform public work pursuant to Section 1725.5.

(2) The costs and obligations associated with the administration and enforcement of the requirements of this chapter by the Department of Industrial Relations.

(3) The monitoring and enforcement of any requirement of this code by the Labor Commissioner on a public works project or in connection with the performance of public work as defined pursuant to this chapter.

(c) The annual contractor registration renewal fee specified in subdivision (a) of Section 1725.5, and any adjusted application or renewal fee, shall be set in amounts that are sufficient to support the annual appropriation approved by the Legislature for the State Public Works Enforcement Fund and not result in a fund balance greater than 25 percent of the appropriation. Any yearend balance in the fund greater than 25 percent of the appropriation shall be applied as a credit when determining any fee adjustments for the subsequent fiscal year. (d) To provide adequate cashflow for the purposes specified in subdivision (b), the Director of Finance,

with the concurrence of the Secretary of the Labor and Workforce Development Agency, may approve a short-term loan each fiscal year from the Labor and Workforce Development Fund to the State Public Works Enforcement Fund.

(1) The maximum amount of the annual loan allowable may be up to, but shall not exceed 50 percent of the appropriation authority of the State Public Works Enforcement Fund in the same year in which the loan was made.

(2) For the purposes of this section, a "short-term loan" is a transfer that is made subject to both of the following conditions:

(A) Any amount loaned is to be repaid in full during the same fiscal year in which the loan was made, except that repayment may be delayed until a date not more than 30 days after the date of enactment of the annual Budget Act for the subsequent fiscal year.

(B) Loans shall be repaid whenever the funds are needed to meet cash expenditure needs in the loaning fund or account.

1771.4. (a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) of this section if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) (1) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(2) The requirements of paragraph (3) of subdivision (a) shall only apply to the following projects:

(A) Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to the effective date of this section.

(B) Projects for which the initial contract is awarded on or after April 1, 2015.

(C) Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records in accordance with paragraph (3) of subdivision (a).

(D) All projects, whether new or ongoing, on or after January 1, 2016.

1771.5. (a) Notwithstanding Section 1771, an awarding body may choose not to require the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime work for any public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars ($15,000) or less when the project is for alteration, demolition, repair, or maintenance work, if the awarding body has elected to initiate and has been approved by the Director of Industrial Relations to enforce a labor compliance program pursuant to subdivision (b) for every public works project under the authority of the awarding body.

(b) For purposes of this section, a labor compliance program shall include, but not be limited to, the following requirements:

(1) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

(2) A prejob conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.

(3) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

(4) The awarding body shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.

(5) The awarding body shall withhold contract payments when payroll records are delinquent or inadequate.

(6) The awarding body shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

(7) The awarding body shall comply with any other prevailing wage monitoring and enforcement activities that are required to be conducted by labor compliance programs by the Department of Industrial Relations.

(c) For purposes of this chapter, "labor compliance program" means a labor compliance program that is approved, as specified in state regulations, by the Director of Industrial Relations.

(d) For purposes of this chapter, the Director of Industrial Relations may revoke the approval of a labor compliance program in the manner specified in state regulations.

1771.6. (a) Any awarding body that enforces this chapter in accordance with Section 1726 or 1771.5 shall provide notice of the withholding of contract payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the notice shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor and subcontractor, if applicable. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments. The awarding body shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the awarding body.

(b) The withholding of contract payments in accordance with Section 1726 or 1771.5 shall be reviewable under Section 1742 in the same manner as if the notice of the withholding was a civil penalty order of the Labor Commissioner under this chapter. If review is requested, the Labor Commissioner may intervene to represent the awarding body.

(c) Pending a final order, or the expiration of the time period for seeking review of the notice of the withholding, the awarding body shall not disburse any contract payments withheld.

(d) From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

(e) Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund of the awarding body that has enforced this chapter pursuant to Section 1771.5.

1771.7. (a) (1) For contracts specified in subdivision (f), an awarding body that chooses to use funds derived from either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 for a public works project, shall initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program, as described in subdivision (b) of Section 1771.5, with respect to that public works project.

(2) If an awarding body described in paragraph (1) chooses to contract with a third party to initiate and enforce a labor compliance program for a project described in paragraph (1), that third party shall not review the payroll records of its own employees or the employees of its subcontractors, and the awarding body or an independent third party shall review these

payroll records for purposes of the labor compliance program.

(b) This section applies to public works that commence on or after April 1, 2003. For purposes of this subdivision, work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, does not constitute the commencement of a public work.

(c) (1) For purposes of this section, if any campus of the California State University chooses to use the funds described in subdivision (a), then the "awarding body" is the Chancellor of the California State University. For purposes of this subdivision, if the chancellor is required by subdivision (a) to initiate and enforce, or to contract with a third party to initiate and enforce, a labor compliance program, then in addition to the requirements described in subdivision (b) of Section 1771.5, the Chancellor of the California State University shall review the payroll records on at least a monthly basis to ensure the awarding body's compliance with the labor compliance program.

(2) For purposes of this subdivision, if an awarding body described in subdivision (a) is the University of California or any campus of that university, and that awarding body is required by subdivision (a) to initiate and enforce, or to contract with a third party to initiate and enforce, a labor compliance program, then in addition to the requirements described in subdivision (b) of Section 1771.5, the payroll records shall be reviewed on at least a monthly basis to ensure the awarding body's compliance with the labor compliance program.

(d) (1) An awarding body described in subdivision (a) shall make a written finding that the awarding body has initiated and enforced, or has contracted with a third party to initiate and enforce, the labor compliance program described in subdivision (a).

(2) (A) If an awarding body described in subdivision (a) is a school district, the governing body of that district shall transmit to the State Allocation Board, in the manner determined by that board, a copy of the finding described in paragraph (1).

(B) The State Allocation Board shall not release the funds described in subdivision (a) to an awarding body that is a school district until the State Allocation Board has received the written finding described in paragraph (1).

(C) If the State Allocation Board conducts a postaward audit procedure with respect to an award of the funds described in subdivision (a) to an awarding body that is a school district, the State Allocation Board shall verify, in the manner determined by that board, that the school district has complied with the requirements of this subdivision.

(3) If an awarding body described in subdivision (a) is a community college district, the Chancellor of the California State University, or the office of the President of the University of California or any campus of the University of California, that awarding body shall transmit, in the manner determined by the Director of Industrial Relations, a copy of the finding described in paragraph (1) to the director of that department, or the director of any successor agency that is responsible for the oversight of employee wage and employee work hours laws.

(e) Because the reasonable costs directly related to monitoring and enforcing compliance with the prevailing wage requirements are necessary oversight activities, integral to the cost of construction of the public works projects, notwithstanding Section 17070.63 of the Education Code, the grant amounts as described in Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code for the costs of a new construction or modernization project shall include the state's share of the reasonable and directly related costs of the labor compliance program used to monitor and enforce compliance with prevailing wage requirements.

(f) This section shall only apply to contracts awarded prior to January 1, 2012.

1772. Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work.

1773. The body awarding any contract for public work, or otherwise undertaking any public work, 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. The holidays upon which those rates shall be paid need not be specified by the awarding body, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. In determining the rates, the Director of Industrial Relations shall ascertain and consider the applicable wage rates established by collective bargaining agreements and the rates that may have been predetermined for federal public works, within the locality and in the nearest labor market area. Where the rates do not constitute the rates actually prevailing in the locality, the director shall obtain and consider further data from the labor organizations and employers or employer associations concerned, including the recognized collective bargaining representatives for the particular craft, classification, or type of work involved. The rate fixed for each craft, classification, or type of work shall be not less than the prevailing rate paid in the craft, classification, or type of work. If the director determines that the rate of prevailing wage for any craft, classification, or type of worker is the rate established by a collective bargaining agreement, the director may adopt that rate by reference as provided for in the collective bargaining agreement and that determination shall be effective for the life of the agreement or until the director determines that another rate should be adopted.

1773.1. (a) Per diem wages, as the term is used in this chapter or in any other statute applicable to public works, includes employer payments for the following:

(1) Health and welfare.

(2) Pension.

(3) Vacation.

(4) Travel.

(5) Subsistence.

(6) Apprenticeship or other training programs authorized by Section 3093, to the extent that the cost of training is reasonably related to the amount of the contributions.

(7) Worker protection and assistance programs or committees established under the federal abor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.

(8) Industry advancement and collective bargaining agreements administrative fees, provided that these payments are required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue.

(9) Other purposes similar to those specified in paragraphs (1) to (8), inclusive.

(b) Employer payments include all of the following:

(1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.

(2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected.

(3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.

(c) Employer payments are a credit against the obligation to pay the general prevailing rate of per diem wages. However, credit shall not be granted for benefits required to be provided by other state or federal law, or for payments made to monitor and enforce laws related to public works if those payments are not made to a program or committee established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a). Credits for employer payments also shall not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing. However, an increased employer payment contribution that results in a lower hourly straight time or overtime wage shall not be considered a violation of the applicable prevailing wage determination if all of the following conditions are met:

(1) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.

(2) The basic hourly rate and increased employer payment are no less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the director' s general prevailing wage determination.

(3) The employer payment contribution is irrevocable unless made in error.

(d) An employer may take credit for an employer payment specified in subdivision (b), even if contributions are not made, or costs are not paid, during the same pay period for which credit is taken, if the employer regularly makes the contributions, or regularly pays the costs, for the plan, fund, or program on no less than a quarterly basis.

(e) The credit for employer payments shall be computed on an annualized basis when the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer, unless one or more of the following occur:

(1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.

(2) The higher rate of payments is required by a project labor agreement.

(3) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.

(4) The director determines that annualization would not serve the purposes of this chapter.

(f) (1) For the purpose of determining those per diem wages for contracts, the representative of any craft, classification, or type of worker needed to execute contracts shall file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements for the particular craft, classification, or type of work involved. The collective bargaining agreements shall be filed after their execution and thereafter may be taken into consideration pursuant to Section 1773 whenever they are filed 30 days prior to the call for bids. If the collective bargaining agreement has not been formalized, a typescript of the final draft may be filed temporarily, accompanied by a statement under penalty of perjury as to its effective date.

(2) When a copy of the collective bargaining agreement has previously been filed, fully executed copies of all modifications and extensions of the agreement that affect per diem wages or holidays shall be filed. (3) The failure to comply with filing requirements of this subdivision shall not be grounds for setting aside a prevailing wage determination if the information taken into consideration is correct.

1773.2. The body awarding any contract for public work, or otherwise undertaking any public work, shall specify in the call for bids for the contract, and in the bid specifications and in the contract itself, what the general rate of per diem wages is for each craft, classification, or type of worker needed to execute the contract. In lieu of specifying the rate of wages in the call for bids, and in the bid specifications and in the contract itself, the awarding body may, in the call for bids, bid specifications, and contract, include a statement that copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request. The awarding body shall also cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site.

1773.3. (a) (1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this

section available for public review on its Internet Web site.

1773.4. Any prospective bidder or his representative, any representative of any craft, classification or type of workman involved, or the awarding body may, within 20 days after commencement of advertising of the call for bids by the awarding body, file with the Director of Industrial Relations a verified petition to review the determination of any such rate or rates upon the ground that they have not been determined in accordance with the provision of Section 1773 of this code. Within two days thereafter, a copy of such petition shall be filed with the awarding body. The petition shall set forth the facts upon which it is based. The Director of Industrial Relations or his authorized representative shall, upon notice to the petitioner, the awarding body and such other persons as he deems proper, including the recognized collective bargaining representatives for the particular crafts, classifications or types of work involved, institute an investigation or hold a hearing. Within 20 days after the filing of such petition, or within such longer period as agreed upon by the director, the awarding body, and all the interested parties, he shall make a determination and transmit the same in writing to the awarding body and to the interested parties. Such determination shall be final and shall be the determination of the awarding body. Upon receipt by it of the notice of the filing of such petition the body awarding the contract or authorizing the public work shall extend the closing date for the submission of bids or the starting of work until five days after the determination of the general prevailing rates of per diem wages pursuant to this section. Upon the filing of any such petition, notice thereof shall be set forth in the next and all subsequent publications by the awarding body of the call for bids. No other notice need be given to bidders by the awarding body by publication or otherwise. The determination of the director shall be included in the contract.

1773.5. (a) The Director of Industrial Relations may establish rules and regulations for the purpose of carrying out this chapter, including, but not limited to, the responsibilities and duties of awarding bodies under this chapter.

(b) When a request is made to the director for a determination of whether a specific project or type of work awarded or undertaken by a political subdivision is a public work, he or she shall make that determination within 60 days receipt of the last notice of support or opposition from any interested party relating to that project or type of work that was not unreasonably delayed, as determined by the director. If the director deems that the complexity of the request requires additional time to make that determination, the director may have up to an additional 60 days if he or she certifies in writing to the requestor, and any interested party, the reasons for the extension. If the requestor is not a political subdivision, the requester shall, within 15 days of the request, serve a copy of the request upon the political subdivision, in which event the political subdivision shall, within 30 days of its receipt, advise the director of its position regarding the request. For projects or types of work that are otherwise private development projects receiving public funds, as specified in subdivision (b) of Section 1720, the director shall determine whether a specific project or type of work is a public work within 120 days of receipt of the last notice of support or opposition relating to that project or type of work from any interested party that was not unreasonably delayed, as determined by the director.

(c) If an administrative appeal of the director's determination is made, it shall be made within 30 days of the date of the determination. The director shall issue a determination on the administrative appeal within 120 days after receipt of the last notice of support or opposition relating to that appeal from any interested party that was not unreasonably delayed, as determined by the director. The director may have up to an additional 60 days if he or she certifies in writing to the party requesting the appeal the reason for the extension.

(d) The director shall have quasi-legislative authority to determine coverage of projects or types of work under the prevailing wage laws of this chapter. A final determination on any administrative appeal is subject to judicial

review pursuant to Section 1085 of the Code of Civil Procedure. These determinations, and any determinations relating to the general prevailing rate of per diem wages and the general prevailing rate for holiday, shift rate, and overtime work, shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

1773.6. If during any quarterly period the Director of Industrial Relations shall determine that there has been a change in any prevailing rate of per diem wages in any locality he shall make such change available to the awarding body and his determination shall be final. Such determination by the Director of Industrial Relations shall not be effective as to any contract for which the notice to bidders has been published.

1773.7. The provisions of Section 11250 of the Government Code shall not be applicable to Sections 1773, 1773.4, and 1773.6.

1773.8. An increased employer payment contribution that results in a lower taxable wage shall not be considered a violation of the applicable prevailing wage determination so long as all of the following conditions are met:

(a) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.

(b) The increased employer payment and hourly straight time and overtime wage combined are no less than the general prevailing rate of per diem wages.

(c) The employer payment contribution is irrevocable unless made in error.

1773.9. (a) The Director of Industrial Relations shall use the methodology set forth in subdivision (b) to determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed.

(b) The general prevailing rate of per diem wages includes all of the following:

(1) The basic hourly wage rate being paid to a majority of workers engaged in the particular craft, classification, or type of work within the locality and in the nearest labor market area, if a majority of the workers is paid at a single rate. If no single rate is being paid to a majority of the workers, then the single rate being paid to the greatest number of workers, or modal rate, is prevailing. If a modal rate cannot be determined, then the director shall establish an alternative rate, consistent with the methodology for determining the modal rate, by considering the appropriate collective bargaining agreements, federal rates, rates in the nearest labor market area, or other data such as wage survey data.

(2) Other employer payments included in per diem wages pursuant to Section 1773.1 and as included as part of the total hourly wage rate from which the basic hourly wage rate was derived. In the event the total hourly wage rate does not include any employer payments, the director shall establish a prevailing employer payment rate by the same procedure set forth in paragraph (1).

(3) The rate for holiday and overtime work shall be those rates specified in the collective bargaining agreement when the basic hourly rate is based on a collective bargaining agreement rate. In the event the basic hourly rate is not based on a collective bargaining agreement, the rate for holidays and overtime work, if any, included with the prevailing basic hourly rate of pay shall be prevailing.

(c) (1) If the director determines that the general prevailing rate of per diem wages is the rate established by a collective bargaining agreement, and that the collective bargaining agreement contains definite and predetermined changes during its term that will affect the rate adopted, the director shall incorporate those changes into the determination. Predetermined changes that are rescinded prior to their effective date shall not be enforced.

(2) When the director determines that there is a definite and predetermined change in the general prevailing rate of per diem wages as described in paragraph (1), but has not published, at the time of the effective date of the predetermined change, the allocation of the predetermined change as between the basic hourly wage and other employer payments included in per diem wages pursuant to Section 1773.1, a contractor or subcontractor may allocate payments of not less than the amount of the definite and

predetermined change to either the basic hourly wage or other employer payments included in per diem wages for up to 60 days following the director's publication of the specific allocation of the predetermined change.

(3) When the director determines that there is a definite and predetermined change in the general prevailing rate of per diem wages as described in paragraph (1), but the allocation of that predetermined change as between the basic hourly wage and other employer payments included in per diem wages pursuant to Section 1773.1 is subsequently altered by the parties to a collective bargaining agreement described in paragraph (1), a contractor or subcontractor may allocate payments of not less than the amount of the definite and predetermined change in accordance with either the originally published allocation or the allocation as altered in the collective bargaining agreement.

1773.11. (a) Notwithstanding any other provision of law and except as otherwise provided by this section, if the state or a political subdivision thereof agrees by contract with a private entity that the private entity's employees receive, in performing that contract, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, the director shall, upon a request by the state or the political subdivision, do both of the following:

(1) Determine, as otherwise provided by law, the wage rates for each craft, classification, or type of worker that are needed to execute the contract.

(2) Provide these wage rates to the state or political subdivision that requests them.

(b) This section does not apply to a contract for a public work, as defined in this chapter.

(c) The director shall determine and provide the wage rates described in this section in the order in which the requests for these wage rates were received and regardless of the calendar year in which they were received. If there are more than 20 pending requests in a calendar year, the director shall respond only to the first 20 requests in the order in which they were received. If the director determines that funding is available in any calendar year to determine and provide these wage rates in response to more than 20 requests, the director shall respond to these requests in a manner consistent with this subdivision.

1774. The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) 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 this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(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.

(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.

(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.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished

upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from

progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777. Any officer, agent, or representative of the State or of any political subdivision who wilfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor.

1777.1. (a) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(b) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to have committed two or more separate willful violations of this chapter within a three-year period, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period up to three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(c) Whenever a contractor or subcontractor performing a public works project has failed to provide a timely response to a request by the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards, or the awarding body to produce certified payroll records pursuant to Section 1776, the Labor Commissioner shall notify the contractor or subcontractor that, in addition to any other penalties provided by law, the contractor or subcontractor will be subject to debarment under this section if the certified payroll records are not produced within 30 days after receipt of the written notice. If the commissioner finds that the contractor or subcontractor has failed to comply with Section 1776 by that deadline, unless the commissioner finds that the failure to comply was due to circumstances outside the contractor's or subcontractor's control, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year and not more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(d) (1) In the event a contractor or subcontractor is determined by the Labor Commissioner to have knowingly committed a serious violation of any provision of Section 1777.5, the Labor Commissioner may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or to be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(2) The Labor Commissioner shall consider, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating Section 1777.5, all of the following circumstances:

(A) Whether the violation was intentional.
(B) Whether the party has committed other violations of Section 1777.5.
(C) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.
(D) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.
(E) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.

(e) A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or deliberately refuses to comply with its provisions.

(f) The Labor Commissioner shall publish on the commissioner's Internet Web site a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this chapter. The list shall contain the name of the contractor, the Contractors' State License Board license number of the contractor, and the effective period of debarment of the contractor. Contractors shall be added to the list upon issuance of a debarment order and the commissioner shall also notify the Contractors' State License Board when the list is updated. At least annually, the commissioner shall notify awarding bodies of the availability of the list of debarred contractors. The commissioner shall also place advertisements in construction industry publications targeted to the contractors and subcontractors, chosen by the commissioner, that state the effective period of the debarment and the reason for debarment. The advertisements shall appear one time for each debarment of a contractor in each publication chosen by the commissioner. The debarred contractor or subcontractor shall be liable to the commissioner for the reasonable cost of the advertisements, not to exceed five thousand dollars ($5,000). The amount paid to the commissioner for the advertisements shall be credited against the contractor's or subcontractor's obligation to pay civil fines or penalties for the same willful violation of this chapter.

(g) For purposes of this section, "contractor or subcontractor" means a firm, corporation, partnership, or association and its responsible managing officer, as well as any supervisors, managers, and officers found by the Labor Commissioner to be personally and substantially responsible for the willful violation of this chapter.

(h) For the purposes of this section, the term "any interest" means an interest in the entity bidding or performing work on the public works project, whether as an owner, partner, officer, manager, employee, agent, consultant, or representative. "Any interest" includes, but is not limited to, all instances where the debarred contractor or subcontractor receives payments, whether cash or any other form of compensation, from any entity bidding or performing work on the public works project, or enters into any contracts or agreements with the entity bidding or performing work on the public works project for services performed or to be performed for contracts that have been or will be assigned or sublet, or for vehicles, tools, equipment, or supplies that have been or will be sold, rented, or leased during the period from the initiation of the debarment proceedings until the end of the term of the debarment period. "Any interest" does not include shares held in a publicly traded corporation if the shares were not received as compensation after the initiation of debarment from an entity bidding or performing work on a public works project.

(i) For the purposes of this section, the term "entity" is defined as a company, limited liability company, association, partnership, sole proprietorship, limited liability partnership, corporation, business trust, or organization.

(j) The Labor Commissioner shall adopt rules and regulations for the administration and enforcement of this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program,

may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1 to 5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1 to 5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section 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 contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

1777.6. An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code.

1777.7. (a) (1) If the Labor Commissioner or his or her designee determines after an investigation that a contractor or subcontractor knowingly violated Section 1777.5, the contractor and any subcontractor responsible for the violation shall forfeit, as a civil penalty to the state or political subdivision on whose behalf the contract is made or awarded, not more than one hundred dollars ($100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation within a three-year period, if the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars ($300) for each full calendar day of noncompliance.

(2) In lieu of the penalty provided for in this subdivision, the Labor Commissioner may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d) of Section 1777.5, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) The Labor Commissioner shall consider, in setting the amount of a monetary penalty, all of the following circumstances:

(1) Whether the violation was intentional.

(2) Whether the party has committed other violations of Section 1777.5.

(3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.

(4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.

(5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.

(c) (1) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties assessed under subdivisions (a) and (b). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(2) For purposes of this section, a determination issued pursuant to subdivision (a) or (b) includes a determination that has been approved by the Labor Commissioner and issued by an awarding body that has been authorized to assist the director in the enforcement of Section 1777.5 pursuant to subdivision (p) of that section. The Labor Commissioner may intervene in any proceeding for review of a determination issued by an awarding body. If the involvement of the Labor Commissioner in a labor compliance program enforcement action is limited to a review of the determination and the matter is resolved without litigation by or against the Labor Commissioner or the department, the awarding body shall enforce any applicable penalties, as specified in this section, and shall deposit any penalties and forfeitures collected in the General Fund.

(d) The determination of the Labor Commissioner as to the amount of the penalty imposed under subdivisions (a) and (b) shall be reviewable only for an abuse of discretion.

(e) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements:

(1) 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 Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall continually monitor a subcontractor's 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.

(3) 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.

(4) Prior to making the 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.

(f) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the division of a complaint that a subcontractor on that public works project knowingly violated Section 1777.5.

(g) The interpretation of Section 1777.5 and the substantive requirements of this section applicable to contractors or subcontractors shall be in accordance with the regulations of the California Apprenticeship Council.

(h) The Director of Industrial Relations may adopt regulations to establish guidelines for the imposition of monetary penalties.

1778. Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives, or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

1779. Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the State, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor.

1780. Any person acting on behalf of the State or any political subdivision, or any contractor or subcontractor or agent or representative thereof, doing any public work who places any order for the employment of a workman on public work where the filling of the order for employment involves the charging of a fee, or

the receiving of a valuable consideration from any applicant for employment is guilty of a misdemeanor.

1781. (a) (1) Notwithstanding any other provision of law, a contractor may, subject to paragraphs (2) and (3), bring an action in a court of competent jurisdiction to recover from the body awarding a contract for a public work or otherwise undertaking any public work any increased costs incurred by the contractor as a result of any decision by the body, the Department of Industrial Relations, or a court that classifies, after the time at which the body accepts the contractor's bid or awards the contractor a contract in circumstances where no bid is solicited, the work covered by the bid or contract as a "public work," as defined in this chapter, to which Section 1771 applies, if that body, before the bid opening or awarding of the contract, failed to identify as a "public work," as defined in this chapter, in the bid specification or in the contract documents that portion of the work that the decision classifies as a "public work."

(2) The body awarding a contract for a public work or otherwise undertaking any public work is not liable for increased costs in an action described in paragraph (1) if all of the following conditions are met:

(A) The contractor did not directly submit a bid to, or directly contract with, that body.

(B) The body stated in the contract, agreement, ordinance, or other written arrangement by which it undertook the public work that the work described in paragraph (1) was a "public work," as defined in this chapter, to which Section 1771 applies, and obligated the party with whom the body makes its written arrangement to cause the work described in paragraph (1) to be performed as a "public work."

(C) The body fulfilled all of its duties, if any, under the Civil Code or any other provision of law pertaining to the body providing and maintaining bonds to secure the payment of contractors, including the payment of wages to workers performing the work described in paragraph (1).

(3) If a contractor did not directly submit a bid to, or directly contract with a body awarding a contract for, or otherwise undertaking a public work, the liability of that body in an action commenced by the contractor under subdivision (a) is limited to that portion of a judgment, obtained by that contractor against the body that solicited the contractor's bid or awarded the contract to the contractor, that the contractor is unable to satisfy. For purposes of this paragraph, a contractor may not be deemed to be unable to satisfy any portion of a judgment unless, in addition to other collection measures, the contractor has made a good faith attempt to collect that portion of the judgment against a surety bond, guarantee, or some other form of assurance.

(b) When construction has not commenced at the time a final decision by the Department of Industrial Relations or a court classifies all or part of the work covered by the bid or contract as a "public work," as defined in this chapter, the body that solicited the bid or awarded the contract shall rebid the "public work" covered by the contract as a "public work," any bid that was submitted and any contract that was executed for this work are null and void, and the contractor may not be compensated for any nonconstruction work already performed unless the body soliciting the bid or awarding the contract has agreed to compensate the contractor for this work.

(c) For purposes of this section:

(1) "Awarding body" does not include the Department of General Services, the Department of Transportation, or the Department of Water Resources.

(2) "Increased costs" includes, but is not limited to:

(A) Labor cost increases required to be paid to workers who perform or performed work on the "public work" as a result of the events described in subdivision (a).

(B) Penalties for a violation of this article for which the contractor is liable, and which violation is the result of the events described in subdivision (a).

1782. (a) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with the provisions of this article on any public works contract.

(b) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has awarded,

within the prior two years, a public works contract without requiring the contractor to comply with all of the provisions of this article. This subdivision shall not apply if the charter city's failure to include the prevailing wage or apprenticeship requirement in a particular contract was inadvertent and contrary to a city charter provision or ordinance that otherwise requires compliance with this article.

(c) A charter city is not disqualified by subdivision (a) from receiving or using state funding or financial assistance for its construction projects if the charter city has a local prevailing wage ordinance for all its public works contracts that includes requirements that in all respects are equal to or greater than the requirements imposed by the provisions of this article and that do not authorize a contractor to not comply with this article.

(d) For purposes of this section, the following shall apply:

(1) A public works contract does not include contracts for projects of twenty-five thousand dollars ($25,000) or less when the project is for construction work, or projects of fifteen thousand dollars ($15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

(2) A charter city includes any agency of a charter city and any entity controlled by a charter city whose contracts would be subject to this article.

(3) A "construction project" means a project that involves the award of a public works contract.

(4) State funding or financial assistance includes direct state funding, state loans and loan guarantees, state tax credits, and any other type of state financial support for a construction project. State funding or financial assistance does not include revenues that charter cities are entitled to receive without conditions under the California Constitution.

(e) The Director of Industrial Relations shall maintain a list of charter cities that may receive and use state funding or financial assistance for their construction projects.

(f) (1) This section does not restrict a charter city from receiving or using state funding or financial assistance that was awarded to the city prior to January 1, 2015, or from receiving or using state funding or financial assistance to complete a contract that was awarded prior to January 1, 2015.

(2) A charter city is not disqualified by subdivision (b) from receiving or using state funding or financial assistance for its construction projects based on the city's failure to require a contractor to comply with this article in performing a contract the city advertised for bid or awarded prior to January 1, 2015.

1784. (a) Notwithstanding any other law, a contractor may bring an action in a court of competent jurisdiction to recover from the hiring party that the contractor directly contracts with, any increased costs attributable solely to the provisions of this chapter, including, but not limited to, the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee under this chapter, any penalties or other sums required to be paid under this chapter, and costs and attorney's fees for the action incurred by the contractor as a result of any decision by the Department of Industrial Relations, the Labor and Workforce Development Agency, or a court that classifies, after the time at which the hiring party accepts the contractor's bid, awards the contractor a contract under circumstances when no bid is solicited, or otherwise allows construction by the contractor to proceed, the work covered by the project, or any portion thereof, as a "public work," as defined in this chapter, except to the extent that either of the following is true:

(1) The owner or developer or its agent expressly advised the contractor that the work to be covered by the contract would be a "public work," as defined in this chapter, or is otherwise subject to the payment of prevailing wages.

(2) The hiring party expressly advised the contractor that the work subject to the contract would be a "public work," as defined in this chapter, or is otherwise subject to the payment of prevailing wages.

(b) (1) To be entitled to the recovery of increased costs described in subdivision (a), the contractor shall notify the hiring party and the owner or developer within 30 days after receipt of the notice of a decision by the Department of Industrial Relations or the

Labor and Workforce Development Agency, or the initiation of any action in a court alleging, that the work covered by the project, or any portion thereof, is a "public work," as defined in this chapter.

(2) The notice provided pursuant to this subdivision shall set forth the legal name, address, and telephone number of the contractor, and the name, address, and telephone number of the contractor's representative, if any, and shall be given by registered or certified mail, express mail, or overnight delivery by an express service carrier.

(c) A contractor is not required to list any prevailing wages or apprenticeship standard violations on a prequalification questionnaire that are the direct result of the failure of the owner or developer or its agent, or a hiring party, to notify the contractor that the project, or any portion thereof, was a "public work," as defined in this chapter.

(d) This section does not apply to private residential projects built on private property unless the project is built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(e) This section does not apply if the conduct of the contractor caused the project to be a "public work," as defined in this chapter, or if the contractor has actual knowledge that the work is a "public work," as defined in this chapter.

(f) A contractor may seek recovery pursuant to this section only from a hiring party with whom the contractor has a direct contract.

(g) For purposes of this section, "contractor" means a person or entity licensed by the Contractors' State Licensing Board that has a direct contract with the hiring party to provide services on private property or for the benefit of a private owner or developer.

(h) For purposes of this section, "hiring party" means the party that has a direct contract for services provided by the contractor who is seeking recovery pursuant to subdivision (a) on a private works project that was subsequently determined to be a public work by the Department of Industrial Relations or the Labor and Workforce Development Agency, or by the initiation of any action in a court alleging that the work covered by the project, or any portion thereof, was a public work.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

Appendix D – Labor Code Section 1810-1815

LABOR CODE SECTION 1810-1815

1810. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

1811. The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

1812. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1814. Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

LABOR CODE SECTION 3070-3098

3070. There is in the Division of Apprenticeship Standards the California Apprenticeship Council, which shall be appointed by the Governor, composed of six representatives each from employers or employer organizations and employee organizations, that sponsor apprenticeship programs under this chapter, respectively, geographically selected, and of two representatives of the general public. The Director of Industrial Relations, or his or her permanent and best qualified designee, and the Superintendent of Public Instruction, or his or her permanent and best qualified designee, and the Chancellor of the California Community Colleges, or his or her permanent and best qualified designee, shall also be members of the California Apprenticeship Council. The chairperson shall be elected by vote of the California Apprenticeship Council. Beginning with appointments in 1985, three representatives each of employers and employees, and one public representative shall serve until January 15, 1989. In 1987, three representatives each of the employers and employees, and one public representative shall serve until January 15, 1991. Any member whose term expires on January 15, 1986, shall continue to serve until January 15, 1987. Thereafter each member shall serve for a term of four years. Any member appointed to fill a vacancy occurring prior to the expiration of the term of his or her predecessor shall be appointed for the remainder of that term. Each member of the council shall receive the sum of one hundred dollars ($100) for each day of actual attendance at meetings of the council, for each day of actual attendance at hearings by the council or a committee thereof pursuant to Section 3082, and for each day of actual attendance at meetings of other committees established by the council and approved by the Director of Industrial Relations, together with his or her actual and necessary traveling expenses incurred in connection therewith.

3071. The California Apprenticeship Council shall meet at the call of the Director of Industrial Relations and shall aid him or her in formulating policies for the effective administration of this chapter.

Thereafter, the California Apprenticeship Council shall meet quarterly at a designated date and special meetings may be held at the call of the chairman. The California Apprenticeship Council shall issue rules and regulations which establish standards for minimum wages, maximum hours, and working conditions for apprentice agreements, hereinafter in this chapter referred to as apprenticeship standards, which in no case shall be lower than those prescribed by this chapter; and shall issue rules and regulations governing equal opportunities in apprenticeship, affirmative action programs which include women and minorities in apprenticeship, and other on-the-job training, and criteria for selection procedures with a view particularly toward eliminating criteria not relevant to qualification for training employment or more stringent than is reasonably necessary.

3072. The Director of Industrial Relations is ex officio the Administrator of Apprenticeship and is authorized to appoint assistants as necessary to effectuate the purposes of this chapter.

3073. The Chief of the Division of Apprenticeship Standards, or his or her duly authorized representative, shall administer the provisions of this chapter; act as secretary of the California Apprenticeship Council; shall foster, promote, and develop the welfare of the apprentice and industry, improve the working conditions of apprentices, and advance their opportunities for profitable employment; shall ensure that selection procedures are impartially administered to all

applicants for apprenticeship; shall gather and promptly disseminate information through apprenticeship and training information centers; shall maintain on public file in all high schools and field offices of the Employment Development Department the name and location of the local area apprenticeship committees, the filing date, and minimum requirements for application of all registered apprenticeship programs; shall cooperate in the development of apprenticeship programs and may advise with them on problems affecting apprenticeship standards; shall audit all selection and disciplinary proceedings of apprentices or prospective apprentices; may enter joint agreements with the Employment Development Department outreach education and employment programs, and educational institutions on the operation of apprenticeship information centers, including positive efforts to achieve information on equal opportunity and affirmative action programs for women and minorities; and shall supervise and recommend apprenticeship agreements as to these standards and perform such other duties associated therewith as the California Apprenticeship Council may recommend. The chief shall coordinate the exchange, by the California Apprenticeship Council, the apprenticeship program sponsors, the Fair Employment and Housing Council, community organizations, and other interested persons, of information on available minorities and women who may serve as apprentices.

3073.1. (a) The division shall audit apprenticeship programs to ensure that the program audited is complying with its standards, that all on-the-job training is supervised by journeymen, that all related and supplemental instruction required by the apprenticeship standards is being provided, that all work processes in the apprenticeship standards are being covered, and that graduates have completed the apprenticeship program's requirements. The division shall examine each apprenticeship program to determine whether apprentices are graduating from the program on schedule or dropping out and to determine whether graduates of the program have obtained employment as journeymen. During the audit, the division shall attempt to contact a statistically valid sample of apprentices who have dropped out of the program prior to completion to determine the apprentices' reasons for leaving the program. Every apprenticeship program sponsor shall have a duty to cooperate with the division in conducting an audit.

(b) Audit reports shall be presented to the California Apprenticeship Council and shall be made public, except that the division shall not make public information that would infringe on the privacy of individual apprentices. The division shall recommend remedial action to correct deficiencies recognized in the audit report, and the failure to follow division recommendations or to correct deficiencies within a reasonable period of time shall be grounds for withdrawing state approval of a program. Nothing shall prevent the division from conducting more frequent or random audits of apprenticeship programs where deficiencies have been identified.

(c) The division shall give priority in conducting audits to programs that have been identified as having deficiencies. The division may conduct simplified audits for programs with fewer than five registered apprentices.

(d) For new and newly expanded building and construction trades apprenticeship programs, the division shall audit each program one year after approval of the creation or expansion of the program.

(e) If the division finds evidence that information provided to it by a building and construction trades apprenticeship program has been purposefully misstated, the division shall immediately investigate and determine whether an audit of the program is necessary. The division shall report its investigatory findings to the California Apprenticeship Council and make them available to the public, except that the division shall not make public information that would infringe upon the privacy of individual apprentices.

(f) If the division determines that a building and construction trades apprenticeship program has been the subject of two or more meritorious complaints that concern the recruitment, training, or education of apprentices within a five-year period, the division shall schedule the program for an audit within three months of the determination.

(g) If the division determines that a building and construction trades apprenticeship program that has had at least two graduating classes has an annual apprentice completion rate below 50 percent of the average completion rate for the applicable trade, the division shall schedule the program for an audit within three months of the determination.

3073.3. It is the intent of the Legislature that the Department of Industrial Relations will encourage greater participation for women and ethnic minorities in apprenticeship programs.

3073.5. The Chief of the Division of Apprenticeship Standards and the California Apprenticeship Council shall annually report through the Director of Industrial Relations to the Legislature and the public on the activities of the division and the council. The report shall contain information including, but not limited to, analyses of the following:

(a) The number of individuals, including numbers of women and minorities, registered in apprenticeship programs in this state for the current year and in each of the previous five years.

(b) The number and percentage of apprentices, including numbers and percentages of minorities and women, registered in each apprenticeship program having five or more apprentices, and the percentage of those apprentices who have completed their programs successfully in the current year and in each of the previous five years.

(c) Remedial actions taken by the division to assist those apprenticeship programs having difficulty in achieving affirmative action goals or having very low completion rates.

(d) The number of disputed issues with respect to individual apprenticeship agreements submitted to the Administrator of Apprenticeship for determination and the number of those issues resolved by the council on appeal.

(e) The number of apprenticeship program applications received by the division, the number approved, the number denied and the reason for those denials, the number being reviewed, and deficiencies, if any, with respect to those program applications being reviewed.

(f) The number of apprenticeship programs, approved by the Division of Apprenticeship Standards, that are disapproved by the California Apprenticeship Council, and the reasons for those disapprovals.

3074. The preparation of trade analyses and development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and the selection and training of teachers and coordinators for this instruction shall be the responsibility of, and shall be provided by, state and local boards responsible for vocational education upon agreement with the program sponsor. This responsibility shall not preclude the establishment of off-campus related and supplemental instruction when approved, developed, and operated in cooperation with state and local school boards responsible for vocational education, and when the instruction meets all other requirements of this chapter. It is the intent of this chapter that the instruction shall be made available to apprentices through classroom instruction, correspondence courses, self-study or other means of instruction approved by state and local public education agencies authorized to provide vocational education. Pursuant to this chapter all excess costs incurred by local public education agencies exceeding state apportionments and local revenue earned by the attendance of apprentices shall be payable by the program sponsor, upon joint agreement between the sponsor and the local education agency. The State Board of Education and the Board of Governors of the California Community Colleges, and the Division of Apprenticeship Standards shall jointly issue regulations regarding calculation and payment provisions of excess costs to be borne by the program sponsors. All funds accrued by local education agencies from attendance in apprenticeship classes authorized by this section shall be expended or allocated for all such classes offered by the local education agency before excess costs may be claimed.

The Department of Education and the Board of Governors of the California Community

Colleges may provide related and supplemental instruction to isolated apprentices as a direct instructional service, on a contractual basis with local school districts, by correspondence, or by a combination of these means. For the purpose of this section, an isolated apprentice is an apprentice registered with the Division of Apprenticeship Standards in the Department of Industrial Relations who cannot be enrolled in a class of related and supplementary instruction for apprentices because of the small number of apprentices available for an appropriate class or because there is no existing apprenticeship program within a reasonable travel distance.

Interested parties may file a complaint in accordance with Section 201 of Title 8 of the Administrative Code, when a community college or secondary education district is unable to reach agreement with program sponsors in providing related and supplemental instruction. In the process of securing an amicable adjustment, the administrator, or his or her representative, shall meet with the parties involved, including, but not limited to, the chancellor, or his or her representative, or the Superintendent of Public Instruction, or his or her representative.

Community colleges, and other public school districts, shall refuse to provide related and supplemental instruction to an apprenticeship program when it is determined by the Administrator of Apprenticeship that the program sponsor has been found to be in noncompliance with the State of California Plan for Equal Opportunity in Apprenticeship.

3074.1. In compliance with the affirmative action requirements of California's plan for equal opportunity in apprenticeship, school districts maintaining high schools, community colleges districts, and apprenticeship program sponsors, shall provide students with information as to the availability of apprenticeship programs.

3074.3. In providing related and supplemental instruction pursuant to Section 3074, and notwithstanding any provisions of the Education Code, the Superintendent of Public Instruction and the Chancellor of the California Community Colleges shall recognize registration in an apprenticeship program approved by the Division of Apprenticeship Standards in the Department of Industrial Relations as an acceptable prerequisite to enrollment into such related and supplemental classes.

3074.7. Notwithstanding any other provision of law, the governing board of a school district which offers classroom instruction in postgraduate and upgrading courses pursuant to subdivision (d) of Section 3093 of this code may impose a fee upon individuals receiving instruction in such postgraduate and upgrading courses. Such fee shall be not more than the amount necessary, as determined by the governing board, to cover the total cost of all such classroom instruction given the individuals.

3075. (a) An apprenticeship program may be administered by a joint apprenticeship committee, unilateral management or labor apprenticeship committee, or an individual employer. Programs may be approved by the chief in any trade in the state or in a city or trade area, whenever the apprentice training needs justify the establishment. Where a collective bargaining agreement exists, a program shall be jointly sponsored unless either party to the agreement waives its right to representation in writing. Joint apprenticeship committees shall be composed of an equal number of employer and employee representatives.

(b) For purposes of this section, the apprentice training needs in the building and construction trades shall be deemed to justify the approval of a new apprenticeship program only if any of the following conditions are met:

(1) There is no existing apprenticeship program approved under this chapter serving the same craft or trade and geographic area.

(2) Existing apprenticeship programs approved under this chapter that serve the same craft or trade and geographic area do not have the capacity, or neglect or refuse, to dispatch sufficient apprentices to qualified employers at a public works site who are willing to abide by the applicable apprenticeship standards.

(3) Existing apprenticeship programs approved under this chapter that serve the same trade and geographic area have been identified by the California Apprenticeship Council as deficient in meeting their obligations under this chapter.

(c) Notwithstanding subdivision (b), the California Apprenticeship Council may approve a new apprenticeship program if special circumstances, as established by regulation, justify the establishment of the program.

3075.1. It is the public policy of this state to encourage the utilization of apprenticeship as a form of on-the-job training, when such training is cost-effective in developing skills needed to perform public services. State and local public agencies shall make a diligent effort to establish apprenticeship programs for apprenticeable occupations in their respective work forces. In furtherance of this policy, public agencies shall take into consideration (a) the extent to which a continuous supply of trained personnel is readily available to public agencies to meet their skill requirements in the various occupations which are determined to be apprenticeable, and (b) the application of established programs in the private sector, where appropriate. Public sector apprenticeship programs should be fully compatible with affirmative action goals for the participation of minorities and women in apprenticeship programs.

3075.5. (a) This section applies when a building and construction trades industry program applies to the Chief of the Division of Apprenticeship Standards for approval of a new apprenticeship program or for the expansion of an existing apprenticeship program into a new occupation or geographic area. The requirements of this section are in addition to other requirements that may be imposed by statute or regulation.

(b) (1) An applicant for a new or expanded apprenticeship program under subdivision (a) shall submit to the chief a written plan that sets out the number of new apprentices the applicant seeks to enroll during the next five years in the new or expanded program, new occupation, or new geographic area. The plan must include the applicant's budget for training the new apprentices and a detailed explanation of how the applicant intends to provide sufficient funding to meet that budget.

(2) The applicant shall submit to the chief a written plan providing a reasonable timetable to obtain sufficient commitments from employers to employ the new apprentices so as to ensure, to the extent feasible, consistent with the rates of employment for existing programs in good standing in the applicable trade, that the new apprentices will be employed continuously throughout the entire term of apprenticeship.

(3) The applicant shall submit to the chief verifiable evidence that the applicant has obtained, or will obtain, suitable and adequate facilities to train the new apprentices. The chief, or his or her representative, shall personally inspect the facilities within six months after the final approval of the program.

(4) The applicant shall submit to the chief a plan for the recruitment and selection of the new apprentices. The plan shall include advertising of the new apprenticeship opportunities within the geographic area and outreach to organizations that promote apprenticeship opportunities to women and underrepresented minorities.

(c) The chief shall not approve an application that fails to meet any of the requirements of this section. If the chief does not approve an application because of its failure to comply with this section, the chief shall within 90 days provide the applicant with a detailed explanation of the deficiencies in the application and recommendations for addressing those deficiencies to obtain program approval. The applicant may submit a new or amended application to the chief within 90 days of receipt of the chief's recommendations. The chief shall provide a detailed response to a new or amended application within 90 days of its receipt.

3075.6. Each building and construction trades apprenticeship program shall provide to each apprentice, on at least a semiannual basis, a statement showing the number of hours of on-the-job training and related and supplemental instruction that the apprentice has acquired toward graduation, the total

number of hours of on-the-job training and related and supplemental instruction that are necessary for graduation, and the apprentice's expected graduation date.

3075.7. Every building and construction trades industry apprenticeship program shall submit apprentice registration, change of address, graduation, and termination data to the Division of Apprenticeship Standards on a monthly basis in an electronic format acceptable to the division.

3076. The function of a joint apprenticeship committee, when specific written authority is delegated by the parent organizations represented, shall be to establish work processes, wage rates, working conditions for apprentices, the number of apprentices which shall be employed in the trade under apprentice agreements, and aid in the adjustment of apprenticeship disputes in accordance with standards for apprenticeship set up by the California Apprenticeship Council. Disciplinary proceedings resulting from disputes shall be duly noticed to the involved individuals.

3076.3. Program sponsors shall establish selection procedures which specify minimum requirements for formal education or equivalency, physical examination, if any, subject matter of written tests and oral interviews, and any other criteria pertinent to the selection process; shall specify the relative weights of all factors which determine selection to an apprenticeship program; shall submit in writing to the chief an official statement of each selection procedure including the filing date and location of the program sponsor; shall make a copy of the selection procedures available to each applicant; shall provide in writing to each applicant not selected an official explanation setting forth the reason or reasons for the nonselection, copies of which shall be retained as a public record in the files of the program sponsor for a period of five years; and shall implement affirmative action programs for minorities and women in accordance with the rules, regulations, and guidelines of the California Apprenticeship Council.

3076.5. A program sponsor may provide in its selection procedures for an additional 10 points credit in the selection of veteran applicants for apprenticeship. "Veteran," as used in this section, means a veteran who has served in the armed forces of this country for at least 181 consecutive days since January 31, 1955, and who has been discharged or released under conditions other than dishonorable, but does not include any person who served only in auxiliary or reserve components of the armed forces whose services therein did not exempt him or her from the operation of the Selective Training and Service Act of 1940 (54 Stat. 885).

3077. The term "apprentice" as used in this chapter, means a person at least 16 years of age who has entered into a written agreement, in this chapter called an "apprentice agreement," with an employer or program sponsor. The term of apprenticeship for each apprenticeable occupation shall be approved by the chief, and in no case shall provide for less than 2,000 hours of reasonably continuous employment for such person and for his or her participation in an approved program of training through employment and through education in related and supplemental subjects.

3077.5. A program sponsor administering an apprenticeship program under this chapter shall not provide a maximum age for apprentices.

3078. Every apprentice agreement entered into under this chapter shall directly, or by reference, contain:

(a) The names of the contracting parties.

(b) The date of birth of the apprentice.

(c) A statement of the trade, craft, or business which the apprentice is to be taught, and the time at which the apprenticeship will begin and end.

(d) A statement showing the number of hours to be spent by the apprentice in work and the learning objectives to be

accomplished through related and supplemental instruction, except as otherwise provided under Section 3074. These exceptions shall be subject to the appeal procedures established in Sections 3081, 3082, 3083, and 3084. A minimum of 144 hours of related and supplemental instruction for each year of apprenticeship is recommended; however, related instruction may be expressed in terms of units or other objectives to be accomplished. In no case shall the combined weekly hours of work and required related and supplemental instruction of the apprentice exceed the maximum number of hours of work prescribed by law for a person of the age of the apprentice.

(e) A statement setting forth a schedule of the processes in the trade or industry divisions in which the apprentice is to be taught and the approximate time to be spent at each process.

(f) A statement of the graduated scale of wages to be paid the apprentice and whether the required schooltime shall be compensated.

(g) A statement providing for a period of probation of not more than 1,000 hours of employment and not more than 72 hours of related instruction, during which time the apprentice agreement may be terminated by the program sponsor at the request in writing of either party, and providing that after the probationary period the apprentice agreement may be terminated by the administrator by mutual agreement of all parties thereto, or canceled by the administrator for good and sufficient reason.

(h) A provision that all controversies or differences concerning the apprentice agreement which cannot be adjusted locally, or which are not covered by collective-bargaining agreement, shall be submitted to the administrator for determination as provided for in Section 3081.

(i) A provision that an employer who is unable to fulfill his or her obligation under the apprentice agreement may, with approval of the administrator, transfer the contract to any other employer if the apprentice consents and the other employer agrees to assume the obligation of the apprentice agreement.

(j) Such additional terms and conditions as may be prescribed or approved by the California Apprenticeship Council, not inconsistent with the provisions of this chapter.

(k) A clause providing that there shall be no liability on the part of the other contracting party for an injury sustained by an apprentice engaged in schoolwork at a time when the employment of the apprentice has been temporarily or permanently terminated.

3079. Every apprentice agreement under this chapter shall be approved by the local joint apprenticeship committee or the parties to a collective bargaining agreement or, subject to review by the council, by the administrator where there is no collective bargaining agreement or joint committee, a copy of which shall be filed with the California Apprenticeship Council. Every apprentice agreement shall be signed by the employer, or his or her agent, or by a program sponsor, as provided in Section 3080, and by the apprentice, and if the apprentice is a minor, by the minor's parent or guardian. Where a minor enters into an apprentice agreement under this chapter for a period of training extending into his or her majority, the apprentice agreement shall likewise be binding for such a period as may be covered during the apprentice's majority.

3080. (a) For the purpose of providing greater diversity of training or continuity of employment, any apprentice agreement made under this chapter may in the discretion of the California Apprenticeship Council be signed by an association of employers or an organization of employees instead of by an individual employer. In that case, the apprentice agreement shall expressly provide that the association of employers or organization of employees does not assume the obligation of an employer but agrees to use its best endeavors to procure employment and training for an apprentice with one or more employers who will accept full responsibility, as herein provided, for all the terms and conditions of employment and training set forth in the agreement between the apprentice and employer association or employee organization during the period of the apprentice's employment. The apprentice agreement shall also expressly provide for the transfer of the apprentice, subject to the

approval of the California Apprenticeship Council, to an employer or employers who shall sign a written agreement with the apprentice, and if the apprentice is a minor, with the apprentice's parent or guardian, as specified in Section 3079, contracting to employ the apprentice for the whole or a definite part of the total period of apprenticeship under the terms and conditions of employment and training set forth in the apprentice agreement.

(b) All apprenticeship programs with more than one employer or an association of employers shall include provisions sufficient to ensure meaningful representation of the interests of apprentices in the management of the program.

3081. Upon the complaint of any interested person or upon his own initiative, the administrator may investigate to determine if there has been a violation of the terms of an apprentice agreement, made under this chapter, and he may hold hearings, inquiries, and other proceedings necessary to such investigations and determinations. The parties to such agreement shall be given a fair and impartial hearing, after reasonable notice thereof. All such hearings, investigations and determinations shall be made under authority of reasonable rules and procedures prescribed by the California Apprenticeship Council.

3082. The determination of the administrator shall be filed with the California Apprenticeship Council. If no appeal therefrom is filed with the California Apprenticeship Council within 10 days from the date the parties are given notification of the determination, in accordance with Section 1013a and Section 2015.5 of the Code of Civil Procedure, the determination shall become the order of the California Apprenticeship Council. Any person aggrieved by the determination or action of the administrator may appeal therefrom to the California Apprenticeship Council, which shall review the entire record and may hold a hearing thereon after due notice to the interested parties.

3083. The decision of the California Apprenticeship Council as to the facts shall be conclusive if supported by the evidence and all orders and decisions of the California Apprenticeship Council shall be prima facie lawful and reasonable.

3084. Any party to an apprentice agreement aggrieved by an order or decision of the California Apprenticeship Council may maintain appropriate proceedings in the courts on questions of law. The decision of the California Apprenticeship Council shall be conclusive if the proceeding is not filed within 30 days after the date the aggrieved party is given notification of the decision.

3084.5. In any case in which a person or persons have willfully violated any of the laws, regulations, or orders governing applicants for apprenticeship or apprentices registered under this chapter, the Division of Apprenticeship Standards may obtain in a court of competent jurisdiction, an injunction against any further violations of any such laws, regulations, or orders by such person or persons.

3085. No person shall institute any action for the enforcement of any apprentice agreement, or damages for the breach of any apprentice agreement, made under this chapter, unless he shall first have exhausted all administrative remedies provided by this chapter.

3086. Nothing in this chapter or in any apprentice agreement approved under this chapter shall operate to invalidate any apprenticeship provision in any collective agreement between employers and employees setting up higher apprenticeship standards.

3088. If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the remainder of the chapter and the application of such provision to other persons and circumstances, shall not be affected thereby.

3089. This chapter shall be known and may be cited as the Shelley-Maloney Apprentice Labor Standards Act of 1939.

3090. The Division of Apprenticeship Standards shall investigate, approve or reject applications from establishments for apprenticeship and other on-the-job training, and for that purpose, may cooperate, or contract with, and receive reimbursements from the appropriate agencies of the Federal Government.

3091. Acceptance of an application for entrance into an apprenticeship training program shall not be predicated on the payment of any fee. Reasonable costs for expense incurred may be charged after an applicant has been accepted into the program.

3091.5. Pursuant to Section 16370 of the Government Code, there is hereby authorized in the State Treasury a Special Deposit Fund Account, which shall consist of moneys collected from the sale of instructional material to persons enrolled in any apprenticeship training program under this chapter. All of the moneys collected are hereby appropriated without regard to fiscal year for the support of the Department of Education to be used for the development and production of apprenticeship instructional material.

3092. A successful graduate of a training program in a particular apprenticeable occupation of a vocational education program meeting the standards of the California State Plan for Vocational Education may receive credit toward a term of apprenticeship if the program is jointly established and approved by a school district, a county superintendent of schools, a public entity conducting a regional occupational center or program, or a private postsecondary vocational school accredited by a regional or national accrediting agency recognized by the United States Office of Education and the program sponsor of the particular apprenticeable occupation.

3093. (a) This section applies only when voluntarily requested by the parties to a collective bargaining agreement or by an employer, his or her association, or a union, or its representative where there is no collective bargaining agreement.

(b) Nothing in this section may be construed in any way so as to compel, regulate, interfere with, or duplicate the provisions of any established training programs which are operated under the terms of any collective bargaining agreements or unilaterally by any employer or bona fide labor union.

(c) Services contemplated under this section may be provided only when voluntarily requested and shall be denied when it is found that existing prevailing conditions in the area and industry would in any way be lowered or adversely affected.

(d) The California Apprenticeship Council in cooperation with the Department of Education, the Employment Development Department, and the Board of Governors of the California Community Colleges may foster and promote on-the-job training programs other than apprenticeship as follows:
(1) programs for journeymen in the apprenticeable occupations to keep them abreast of current techniques, methods, and materials and opportunities for advancement in their industries;
(2) programs in other than apprenticeable occupations for workers entering the labor market for the first time or workers entering new occupations by reason of having been displaced from former occuptions by reason of economic, industrial, technological scientific changes, or developments;
(3) the programs shall be in accord with and agreed to by the parties to any applicable collective bargaining agreements and where appropriate will include joint employer-employee cooperation in the programs.

(e) The Division of Apprenticeship Standards when requested may foster and promote voluntary on-the-job training programs in accordance with this section, and assist employers, employees and other interested persons and agencies in the development and carrying out of the programs. The Division of Apprenticeship

Standards shall cooperate in these functions with the Department of Education, the Employment Development Department, and the Board of Governors of the California Community Colleges and other governmental agencies. The Division of Apprenticeship Standards may cooperate with the Department of Corrections and the Department of the Youth Authority in the development of training programs for inmates and releasees of correctional institutions.

(f) The programs, where appropriate, may include related and supplemental classroom instruction offered and administered by state and local boards responsible for vocational education.

(g) The activities and services of the Division of Apprenticeship Standards in training programs under this section shall be performed without curtailing or in any way interfering with the division's activities and services in apprenticeship.

(h) The Division of Apprenticeship Standards may contract with, and receive reimbursements from, appropriate federal, state, and other governmental agencies.

(i) The vocational education activities and services of the Department of Education, the Board of Governors of the California Community Colleges, and local public school districts shall not be abridged or abrogated through implementation of this section.

(j) "On-the-job training" as used in this section refers exclusively to training confined to the needs of a specific occupation and conducted at the jobsite for employed workers.

(k) "Journeyman," as used in this section, means a person who has either
(1) completed an accredited apprenticeship in his craft, or
(2) who has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the apprenticeship standards for the craft which has workers classified as journeymen in an apprenticeable occupation.

(l) Nothing in this section shall be construed to require prior approval, ratification, or reference of any training program to the Division of Apprenticeship Standards or the Department of Industrial Relations.

3095. Every person who willfully discriminates in any recruitment or apprenticeship program on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code, is guilty of a misdemeanor punishable by a fine of not more than one thousand dollars ($1,000) or by imprisonment for not more than six months, or both.

3097. The Department of Industrial Relations, Division of Apprenticeship Standards, may cooperate in the provision of, or provide, services to the Employment Development Department, and to service delivery areas, as designated pursuant to the Job Training Partnership Act (P.L. 97-300, and Division 8 commencing with Section 15000 of the Unemployment Insurance Code). The Department of Industrial Relations, Division of Apprenticeship Standards may enter into any agreements as may be necessary for this purpose. The Division of Apprenticeship Standards shall exert maximum effort to persuade sponsors of its registered, nonfederally funded, voluntary apprenticeship and on-the-job training programs to accept to the maximum possible extent the eligible persons as described in the Job Training Partnership Act (P.L. 97-300) and Division 8 (commencing with Section 15000) of the Unemployment Insurance Code.

3098. An apprentice registered in an approved apprenticeship program in any of the building and construction trades shall be employed only as an apprentice when performing any construction work for an employer that is a party, individually or through an employer association, to any apprenticeship agreement or standards covering that individual.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

Appendix F – Public Contract Code Sections 4104, 4107, 4107.5, 4108, 10164, and 20103.5

4104. Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000),whichever is greater.

(2) An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, and California contractor license number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

(c) This section shall become operative on July 1, 2014.

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in

Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor. Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution. If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening. Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made. The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section. If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor

has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

10164. In all state projects where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The contract shall not be awarded unless the state agency has verified that the contractor has a valid license in the appropriate classification for the work performed. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. The department shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract as provided in Section 10181 and shall result in the forfeiture of the security of the bidder.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties

imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix G – United States Code Title 29 Labor Section 175a

Section 175a

§ 175a. Assistance to plant, area, and industrywide labor management committees
(a) Establishment and operation of plant, area, and industrywide committees
(1) The Service is authorized and directed to provide assistance in the establishment and operation of plant, area and industrywide labor management committees which—
(A) have been organized jointly by employers and labor organizations representing employees in that plant, area, or industry; and
(B) are established for the purpose of improving labor management relationships, job security, organizational effectiveness, enhancing economic development or involving workers in decisions affecting their jobs including improving communication with respect to subjects of mutual interest and concern.
(2) The Service is authorized and directed to enter into contracts and to make grants, where necessary or appropriate, to fulfill its responsibilities under this section.

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§ 186. Restrictions on financial transactions
(c) Exceptions
(5) with respect to money or other thing of value paid to a trust fund established by such representative, for the sole and exclusive benefit of the employees of such employer, and their families and dependents (or of such employees, families, and dependents jointly with the employees of other employers making similar payments, and their families and dependents): *Provided*, That (A) such payments are held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families and dependents, for medical or hospital care, pensions on retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or unemployment benefits or life insurance, disability and sickness insurance, or accident insurance; (B) the detailed basis on which such payments are to be made is specified in a written agreement with the employer, and employees and employers are equally represented in the administration of such fund, together with such neutral persons as the representatives of the employers and the representatives of employees may agree upon and in the event the employer and employee groups deadlock on the administration of such fund and there are no neutral persons empowered to break such deadlock, such agreement provides that the two groups shall agree on an impartial umpire to decide such dispute, or in event of their failure to agree within a reasonable length of time, an impartial umpire to decide such dispute shall, on petition of either group, be appointed by the district court of the United States for the district where the trust fund has its principal office, and shall also contain provisions for an annual audit of the trust fund, a statement of the results of which shall be available for inspection by interested persons at the principal office of the trust fund and at such other places as may be designated in such written agreement; and (C) such payments as are intended to be used for the purpose of providing pensions or annuities for employees are made to a separate trust which provides that the funds held therein cannot be used for any purpose other than paying such pensions or annuities;

The United States Code above was found at: http://www.gpo.gov/fdsys/pkg/USCODE-2013-title29

Appendix - H Government Code Section 6700, 12926-12926.1, 12940

GOVERNMENT CODE SECTION 6700

6700. (a) The holidays in this state are:
(1) Every Sunday.
(2) January 1st.
(3) The third Monday in January, known as "Dr. Martin Luther King, Jr. Day."
(4) February 12th, known as "Lincoln Day."
(5) The third Monday in February.
(6) March 31st known as "Cesar Chavez Day."
(7) The last Monday in May.
(8) July 4th.
(9) The first Monday in September.
(10) September 9th, known as "Admission Day."
(11) The fourth Friday in September, known as "Native American Day."
(12) The second Monday in October, known as "Columbus Day."
(13) November 11th, known as "Veterans Day."
(14) December 25th.
(15) Good Friday from 12 noon until 3 p.m.
(16) (A) Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.
(B) Except for the Thursday in November appointed as Thanksgiving Day, this paragraph and paragraphs (3) and (6) shall not apply to a city, county, or district unless made applicable by charter, or by ordinance or resolution of the governing body thereof.
(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4 of Title 1, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

GOVERNMENT CODE SECTION 12926 - 12926.1

12926. As used in this part in connection with unlawful practices, unless a different meaning clearly appears from the context:
(a) "Affirmative relief" or "prospective relief" includes the authority to order reinstatement of an employee, awards of backpay, reimbursement of out-of-pocket expenses, hiring, transfers, reassignments, grants of tenure, promotions, cease and desist orders, posting of notices, training of personnel, testing, expunging of records, reporting of records, and any other similar relief that is intended to correct unlawful practices under this part.
(b) "Age" refers to the chronological age of any individual who has reached his or her 40th birthday.
(c) "Employee" does not include any individual employed by his or her parents, spouse, or child, or any individual employed under a special license in a nonprofit sheltered workshop or rehabilitation facility.
(d) "Employer" includes any person regularly employing five or more persons, or any person acting as an agent of an employer, directly or indirectly, the state or any political or civil subdivision of the state, and cities, except as follows:
"Employer" does not include a religious association or corporation not organized for private profit.

(e) "Employment agency" includes any person undertaking for compensation to procure employees or opportunities to work.

(f) "Essential functions" means the fundamental job duties of the employment position the individual with a disability holds or desires. "Essential functions" does not include the marginal functions of the position.

(1) A job function may be considered essential for any of several reasons, including, but not limited to, any one or more of the following:

(A) The function may be essential because the reason the position exists is to perform that function.

(B) The function may be essential because of the limited number of employees available among whom the performance of that job function can be distributed.

(C) The function may be highly specialized, so that the incumbent in the position is hired for his or her expertise or ability to perform the particular function.

(2) Evidence of whether a particular function is essential includes, but is not limited to, the following:

(A) The employer's judgment as to which functions are essential.

(B) Written job descriptions prepared before advertising or interviewing applicants for the job.

(C) The amount of time spent on the job performing the function.

(D) The consequences of not requiring the incumbent to perform the function.

(E) The terms of a collective bargaining agreement.

(F) The work experiences of past incumbents in the job.

(G) The current work experience of incumbents in similar jobs.

(g) (1) "Genetic information" means, with respect to any
individual, information about any of the following:

(A) The individual's genetic tests.

(B) The genetic tests of family members of the individual.

(C) The manifestation of a disease or disorder in family members of the individual.

(2) "Genetic information" includes any request for, or receipt of, genetic services, or participation in clinical research that includes genetic services, by an individual or any family member of the individual.

(3) "Genetic information" does not include information about the sex or age of any individual.

(h) "Labor organization" includes any organization that exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection.

(i) "Medical condition" means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer.

(2) Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following:

(A) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(B) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

(j) "Mental disability" includes, but is not limited to, all of the following:

(1) Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity. For purposes of this section:

(A) "Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(B) A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.

(C) "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

(2) Any other mental or psychological disorder or condition not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a mental or psychological disorder or condition described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any mental condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph (1) or (2).

"Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(k) "Military and veteran status" means a member or veteran of the United States Armed Forces, United States Armed Forces Reserve, the United States National Guard, and the California National Guard.

(l) "On the bases enumerated in this part" means or refers to discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status.

(m) "Physical disability" includes, but is not limited to, all of the following:

(1) Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:

(A) Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.

(B) Limits a major life activity. For purposes of this section:

(i) "Limits" shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(ii) A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

(iii) "Major life activities" shall be broadly construed and includes physical, mental, and social activities and working.

(2) Any other health impairment not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any physical condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (1) or (2).

(6) "Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(n) Notwithstanding subdivisions (j) and (m), if the definition of "disability" used in the federal Americans with Disabilities Act of 1990 (Public Law 101-336) would result in broader protection of the civil rights of individuals with a mental disability or physical disability, as defined in subdivision (j) or (m), or would include any medical condition not included within those definitions, then that broader protection or coverage shall be deemed incorporated by reference into, and shall prevail over

conflicting provisions of, the definitions in subdivisions (j) and (m).

(o) "Race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status" includes a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics.

(p) "Reasonable accommodation" may include either of the following:

(1) Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities.

(2) Job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

(q) "Religious creed," "religion," "religious observance," "religious belief," and "creed" include all aspects of religious belief, observance, and practice, including religious dress and grooming practices. "Religious dress practice" shall be construed broadly to include the wearing or carrying of religious clothing, head or face coverings, jewelry, artifacts, and any other item that is part of the observance by an individual of his or her religious creed. "Religious grooming practice" shall be construed broadly to include all forms of head, facial, and body hair that are part of the observance by an individual of his or her religious creed.

(r) (1) "Sex" includes, but is not limited to, the following:

(A) Pregnancy or medical conditions related to pregnancy.

(B) Childbirth or medical conditions related to childbirth.

(C) Breastfeeding or medical conditions related to breastfeeding.

(2) "Sex" also includes, but is not limited to, a person's gender. "Gender" means sex, and includes a person's gender identity and gender expression. "Gender expression" means a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.

(s) "Sexual orientation" means heterosexuality, homosexuality, and bisexuality.

(t) "Supervisor" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action, if, in connection with the foregoing, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(u) "Undue hardship" means an action requiring significant difficulty or expense, when considered in light of the following factors:

(1) The nature and cost of the accommodation needed.

(2) The overall financial resources of the facilities involved in the provision of the reasonable accommodations, the number of persons employed at the facility, and the effect on expenses and resources or the impact otherwise of these accommodations upon the operation of the facility.

(3) The overall financial resources of the covered entity, the overall size of the business of a covered entity with respect to the number of employees, and the number, type, and location of its facilities.

(4) The type of operations, including the composition, structure, and functions of the workforce of the entity.

(5) The geographic separateness or administrative or fiscal relationship of the facility or facilities.

(v) "National origin" discrimination includes, but is not limited to, discrimination on the basis of possessing a driver's license granted under Section 12801.9 of the Vehicle Code.

12926.1. The Legislature finds and declares as follows:

(a) The law of this state in the area of disabilities provides protections independent from those in the federal Americans with Disabilities Act of 1990 (P.L. 101-336). Although the federal act provides a floor of protection, this state's law has always, even

prior to passage of the federal act, afforded additional protections.

(b) The law of this state contains broad definitions of physical disability, mental disability, and medical condition. It is the intent of the Legislature that the definitions of physical disability and mental disability be construed so that applicants and employees are protected from discrimination due to an actual or perceived physical or mental impairment that is disabling, potentially disabling, or perceived as disabling or potentially disabling.

(c) Physical and mental disabilities include, but are not limited to, chronic or episodic conditions such as HIV/AIDS, hepatitis, epilepsy, seizure disorder, diabetes, clinical depression, bipolar disorder, multiple sclerosis, and heart disease. In addition, the Legislature has determined that the definitions of "physical disability" and "mental disability" under the law of this state require a "limitation" upon a major life activity, but do not require, as does the federal Americans with Disabilities Act of 1990, a "substantial limitation." This distinction is intended to result in broader coverage under the law of this state than under that federal act. Under the law of this state, whether a condition limits a major life activity shall be determined without respect to any mitigating measures, unless the mitigating measure itself limits a major life activity, regardless of federal law under the Americans with Disabilities Act of 1990. Further, under the law of this state, "working" is a major life activity, regardless of whether the actual or perceived working limitation implicates a particular employment or a class or broad range of employments.

(d) Notwithstanding any interpretation of law in Cassista v. Community Foods (1993) 5 Cal.4th 1050, the Legislature intends (1) for state law to be independent of the federal Americans with Disabilities Act of 1990, (2) to require a "limitation" rather than a "substantial limitation" of a major life activity, and (3) by enacting paragraph (4) of subdivision (j) and paragraph (4) of subdivision (l) of Section 12926, to provide protection when an individual is erroneously or mistakenly believed to have any physical or mental condition that limits a major life activity.

(e) The Legislature affirms the importance of the interactive process between the applicant or employee and the employer in determining a reasonable accommodation, as this requirement has been articulated by the Equal Employment Opportunity Commission in its interpretive guidance of the federal Americans with Disabilities Act of 1990.

GOVERNMENT CODE SECTION 12940

12940. It is an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California:

(a) For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

(1) This part does not prohibit an employer from refusing to hire or discharging an employee with a physical or mental disability, or subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee with a physical or mental disability, where the employee, because of his or her physical or mental disability, is unable to perform his or her essential duties even with reasonable accommodations, or cannot perform those duties in a manner that would not endanger his or her health or safety or the health or safety of others even with reasonable accommodations.

(2) This part does not prohibit an employer from refusing to hire or discharging an employee who, because of the employee's medical condition, is unable to perform his or her essential duties even with reasonable

accommodations, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations. Nothing in this part shall subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee who, because of the employee's medical condition, is unable to perform his or her essential duties, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations.

(3) Nothing in this part relating to discrimination on account of marital status shall do either of the following:

(A) Affect the right of an employer to reasonably regulate, for reasons of supervision, safety, security, or morale, the working of spouses in the same department, division, or facility, consistent with the rules and regulations adopted by the commission.

(B) Prohibit bona fide health plans from providing additional or greater benefits to employees with dependents than to those employees without or with fewer dependents.

(4) Nothing in this part relating to discrimination on account of sex shall affect the right of an employer to use veteran status as a factor in employee selection or to give special consideration to Vietnam-era veterans.

(5) (A) This part does not prohibit an employer from refusing to employ an individual because of his or her age if the law compels or provides for that refusal. Promotions within the existing staff, hiring or promotion on the basis of experience and training, rehiring on the basis of seniority and prior service with the employer, or hiring under an established recruiting program from high schools, colleges, universities, or trade schools do not, in and of themselves, constitute unlawful employment practices.

(B) The provisions of this part relating to discrimination on the basis of age do not prohibit an employer from providing health benefits or health care reimbursement plans to retired persons that are altered, reduced, or eliminated when the person becomes eligible for Medicare health benefits. This subparagraph applies to all retiree health benefit plans and contractual provisions or practices concerning retiree health benefits and health care reimbursement plans in effect on or after January 1, 2011.

(b) For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the election of officers of the labor organization or in the selection of the labor organization's staff or to discriminate in any way against any of its members or against any employer or against any person employed by an employer.

(c) For any person to discriminate against any person in the selection, termination, training, or other terms or treatment of that person in any apprenticeship training program, any other training program leading to employment, an unpaid internship, or another limited duration program to provide unpaid work experience for that person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person discriminated against.

(d) For any employer or employment agency to print or circulate or cause to be printed or circulated any publication, or to make any nonjob-related inquiry of an employee or applicant, either verbal or through use of an application form, that expresses, directly or indirectly, any limitation, specification, or discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any intent to make any such limitation, specification, or

discrimination. This part does not prohibit an employer or employment agency from inquiring into the age of an applicant, or from specifying age limitations, where the law compels or provides for that action.

(e) (1) Except as provided in paragraph (2) or (3), for any employer or employment agency to require any medical or psychological examination of an applicant, to make any medical or psychological inquiry of an applicant, to make any inquiry whether an applicant has a mental disability or physical disability or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may inquire into the ability of an applicant to perform job-related functions and may respond to an applicant's request for reasonable accommodation.

(3) Notwithstanding paragraph (1), an employer or employment agency may require a medical or psychological examination or make a medical or psychological inquiry of a job applicant after an employment offer has been made but prior to the commencement of employment duties, provided that the examination or inquiry is job related and consistent with business necessity and that all entering employees in the same job classification are subject to the same examination or inquiry.

(f) (1) Except as provided in paragraph (2), for any employer or employment agency to require any medical or psychological examination of an employee, to make any medical or psychological inquiry of an employee, to make any inquiry whether an employee has a mental disability, physical disability, or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may require any examinations or inquiries that it can show to be job related and consistent with business necessity. An employer or employment agency may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that worksite.

(g) For any employer, labor organization, or employment agency to harass, discharge, expel, or otherwise discriminate against any person because the person has made a report pursuant to Section 11161.8 of the Penal Code that prohibits retaliation against hospital employees who report suspected patient abuse by health facilities or community care facilities.

(h) For any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.

(i) For any person to aid, abet, incite, compel, or coerce the doing of any of the acts forbidden under this part, or to attempt to do so.

(j) (1) For an employer, labor organization, employment agency, apprenticeship training program or any training program leading to employment, or any other person, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, to harass an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract. Harassment of an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract by an employee, other than an agent or supervisor, shall be unlawful if the entity, or its agents or supervisors, knows or should have known of this conduct and fails to take immediate and appropriate corrective action. An employer may also be responsible for the acts of nonemployees, with respect to sexual harassment of employees, applicants, unpaid interns or volunteers, or persons providing services pursuant to a contract in the workplace, where the employer, or its agents or supervisors, knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing cases involving the acts of nonemployees, the extent of the employer's control and any other legal responsibility that the employer may have with respect to the conduct of those nonemployees shall be considered. An entity

shall take all reasonable steps to prevent harassment from occurring. Loss of tangible job benefits shall not be necessary in order to establish harassment.

(2) The provisions of this subdivision are declaratory of existing law, except for the new duties imposed on employers with regard to harassment.

(3) An employee of an entity subject to this subdivision is personally liable for any harassment prohibited by this section that is perpetrated by the employee, regardless of whether the employer or covered entity knows or should have known of the conduct and fails to take immediate and appropriate corrective action.

(4) (A) For purposes of this subdivision only, "employer" means any person regularly employing one or more persons or regularly receiving the services of one or more persons providing services pursuant to a contract, or any person acting as an agent of an employer, directly or indirectly, the state, or any political or civil subdivision of the state, and cities. The definition of "employer" in subdivision (d) of Section 12926 applies to all provisions of this section other than this subdivision.

(B) Notwithstanding subparagraph (A), for purposes of this subdivision, "employer" does not include a religious association or corporation not organized for private profit, except as provided in Section 12926.2.

(C) For purposes of this subdivision, "harassment" because of sex includes sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions. Sexually harassing conduct need not be motivated by sexual desire.

(5) For purposes of this subdivision, "a person providing services pursuant to a contract" means a person who meets all of the following criteria:

(A) The person has the right to control the performance of the contract for services and discretion as to the manner of performance.

(B) The person is customarily engaged in an independently established business.

(C) The person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer's work.

(k) For an employer, labor organization, employment agency, apprenticeship training program, or any training program leading to employment, to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.

(l) (1) For an employer or other entity covered by this part to refuse to hire or employ a person or to refuse to select a person for a training program leading to employment or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions, or privileges of employment because of a conflict between the person's religious belief or observance and any employment requirement, unless the employer or other entity covered by this part demonstrates that it has explored any available reasonable alternative means of accommodating the religious belief or observance, including the possibilities of excusing the person from those duties that conflict with his or her religious belief or observance or permitting those duties to be performed at another time or by another person, but is unable to reasonably accommodate the religious belief or observance without undue hardship, as defined in subdivision (u) of Section 12926, on the conduct of the business of the employer or other entity covered by this part. Religious belief or observance, as used in this section, includes, but is not limited to, observance of a Sabbath or other religious holy day or days, reasonable time necessary for travel prior and subsequent to a religious observance, and religious dress practice and religious grooming practice as described in subdivision (q) of Section 12926. This subdivision shall also apply to an apprenticeship training program, an unpaid internship, and any other program to provide unpaid experience for a person in the workplace or industry.

(2) An accommodation of an individual's religious dress practice or religious grooming practice is not reasonable if the accommodation requires segregation of the individual from other employees or the public.

(3) An accommodation is not required under this subdivision if it would result in a violation of this part or any other law prohibiting

discrimination or protecting civil rights, including subdivision (b) of Section 51 of the Civil Code and Section 11135 of this code.

(m) For an employer or other entity covered by this part to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee. Nothing in this subdivision or in paragraph (1) or (2) of subdivision (a) shall be construed to require an accommodation that is demonstrated by the employer or other covered entity to produce undue hardship, as defined in subdivision (u) of Section 12926, to its operation.

(n) For an employer or other entity covered by this part to fail to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition.

(o) For an employer or other entity covered by this part, to subject, directly or indirectly, any employee, applicant, or other person to a test for the presence of a genetic characteristic.

(p) Nothing in this section shall be interpreted as preventing the ability of employers to identify members of the military or veterans for purposes of awarding a veteran's preference as permitted by law.

The California Labor law above was found at:
http://www.leginfo.ca.gov/calaw.html

Appendix I – Code of Civil Procedure Section 1085

CODE OF CIVIL PROCEDURE SECTION 1085

1085. (a) A writ of mandate may be issued by any court to any inferior tribunal, corporation, board, or person, to compel the performance of an act which the law specially enjoins, as a duty resulting from an office, trust, or station, or to compel the admission of a party to the use and enjoyment of a right or office to which the party is entitled, and from which the party is unlawfully precluded by that inferior tribunal, corporation, board, or person.

(b) The appellate division of the superior court may grant a writ of mandate directed to the superior court in a limited civil case or in a misdemeanor or infraction case. Where the appellate division grants a writ of mandate directed to the superior court, the superior court is an inferior tribunal for purposes of this chapter

The California Labor law above was found at: http://www.leginfo.ca.gov/calaw.html

Appendix J – Statement of Compliance

CITY OF VISALIA

STATEMENT OF COMPLIANCE

CONTRACTOR/SUBCONTRACTOR	CONTRACT/PO NUMBER
FIRST DAY OF WORK ON CONTRACT	**LAST DAY OF WORK ON CONTRACT**

I do hereby certify under penalty of perjury:

(1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-reference time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by an person other than permissable deductions.

(2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:

(a) ☐ Specified in the applicable wage determination incorporated into the contract;

(b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed;

that the classification set forth therein for each laborer or mechanic conforms with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship Agency.

(4) That fringe benefits as listed in the contract:

(a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as below.

(b) ☐ Have been paid directly to the listed employee(s), except as noted below.

(c) ☐ See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT)	TITLE
SIGNATURE	**DATE**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-5-2016-1
Issue Date: August 22, 2016
Expiration date of determination: September 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.
Localities: All localities within Alpine, Amador, Calaveras, El Dorado, Fresno, Kings, Madera, Mariposa, Merced, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tulare, Tuolumne and Yuba Counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate	
Classification	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)
Driver: Dump Truck	$17.00	$3.09[a]	-	$0.85[b]	-	-	8.0	$20.94	$29.44[c]	$29.44

[a] The contribution applies to all hours until $535.26 is paid for the month.
[b] $1.18 after 3 years of service
$1.50 after 10 years of service
$1.83 after 20 years of service
[c] Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.
* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

Bidding Agency: MIKE CARR TRU SERVICES LLC

EXHIBIT "A"
BID FORM
RFB NO. 24-25-57
Project: TRANSPORTATION OF ROAD MATERIALS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-57 dated: 12-15-25, 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.

LOW BIDDER will be determined by the lowest Total Annual Cost. Compensation under this contract will be based on actual quantities of work completed.

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.

Bidder hereby proposes to provide to the City of Visalia, for the unit price listed (including all applicable charges) the following service:

Description: per specifications of RFB 24-25-57	**Hourly Rate**		**Estimated Hours per Year**		**Total Annual Cost**
Transportation of Road Materials	$ 140 /hr	x	900	=	$ 126,000

(1) MIKE CLARK TRUCKING SERVICES LLC
Bidding Firm

(2) _____
Corporation, Partner, Joint Venture

(3) 19385 AVE 144 PORTERVILLE CA 93257
Business Address City State Zip Code

559 359-9918
Telephone Number

MIKECLARKTRUCKING@YAHOO.COM
E-mail Address

(4) _____ 12-15-25
Signature of Authorized Person (Date)

MIKE CLARK
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.

N/A

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

Revised Page 16

Bidding Agency: Mike Clark Trucking Services LLC.

CONTRACTOR'S STATE D.I.R. REGISTRATION NO.: PW-LR-1001081009

CONTRACTOR'S PERMIT INFORMATION

License Classification: N/A
Expiration Date: _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: BL061773
(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.
Federal Tax I.D. No.: 88-2935430

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 Porterville	555 N Prospect St. Porterville 93257	(559) 361-6280	Joe Baeza
2. Kaweah River Irrig. Dist.	2975 Farmersville Rd. Farmersville CA. 93223	(559) 909-3665	Shawn
3. City of Visalia	707 W. Acequoia Visalia 93291	(559) 713-4671	Ben Litwack

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
Clifford + Bradford	1800 19th St Bakersfield CA. 93301	(661-283-8100	Auto, W.C. + General Liability

CONTRACTOR'S PERMIT INFORMATION

License Classification: N/A
Expiration Date: _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: BL06 1773
(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.
Federal Tax I.D. No.: 88-2935430

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 Porterville	555 N. Prospect St. Porterville 93257	(559) 361-6820	Joe Baeza
2. Kaweah River Irrig. Dist	2975 Farmersville Rd Farmersville CA. 93223	(559) 909-3665	Shawn
3. City of Visalia	707 W. Acequia Visalia 93291	(559) 713-4471	Ben Litnack

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
Clifford + Bradford	1800 19th St. Bakersfield CA 93301	661-283-8700	Auto, W.C. + General Liability

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.

Signature

12-15-25
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: Mike Cearn Trucking Services LLC

Business Address: 19385 Ave 144 Porterville CA 93257

Signature: [signature]

Name of Signing Official: Mike Cearn

Title of Signing Official: CEO

Date: 12-15-25

Company Seal:

EXHIBIT "B-3"

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: Mike Ciara Trucking Services LLC

Business Address: 19385 Ave 144 Porterville CA 93257

Signature: [signature] Date: 12-15-25

Name & Title of Signing Official: CEO

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

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

14150 ROAD 192 PORTERVILLE CA 93257
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:

N/A

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.

Signature of Company Authorized Individual	Print or Type Name of Authorized Individual	Date
	MIKE CLARK	12-15-25

EXHIBIT "B-5"

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
Mike Clark Trucking Services LLC	88-2935430
BY(Authorized Signature)	DATE EXECUTED
	12-15-25
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Mike Clark	(559) 359-9918
TITLE	
CEO	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
19385 Ave 144 Porterville CA 93257	

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 12-31-28 (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-6"

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: Mike Cerra Trucking Services LLC

Business Address: 19385 Ave 141 Porterville CA 93257

Signature: [signature]

Name of Signing Official: Mike Cerra

Title of Signing Official: CEO

Date: 12-15-25

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: Mike Clark

Title: CEO
Agency Name: Mike Clark Trucking Services LLC

Date: 12-15-25

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.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS RFB No. 24-25-57

ANNUAL CONTRACT FOR TRANSPORTATION OF ROAD MATERIALS

ADDENDUM NO. 1

Issued: Tuesday, December 9, 2025

Bids Due: **THURSDAY, DECEMBER 18, 2025 AT 3:00 PM**

Addendum is being issued to provide responses to questions, provide prevailing wage information, and a revised bid page. This addendum becomes part of the RFB 24-25-57 document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q1: What was the previous year's award for this project?
R1: The previous bid was awarded to WTB Inc in 2018. Below is their bid amount at that time.

Description: per specifications of RFB-17-18-74	**Hourly Rate**	**Estimated Hours per Year**	**Total Annual Cost**
Transportation of Road Materials	$ 104.00/hr	900	$ 93,600.00

Q2: How many tons do you expect to be hauled annually?
R2: Around 5,000 to 7,000 tons annually. An average of 300+ tons per haul.

Q3: According to General Requirements #11 all trucks are to be owned by the contractor, NO subhaulers can be used by the contractor on this job. Is that correct?
R3: Correct, no subhaulers/subcontractors are allowed.

Q4: Is this a prevailing wage job?
R4: Yes. See item 2 below.

ITEM 2: PUBLIC WORKS CONTRACT

This is a Public Works Contract, therefore it is subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual (attached). All Bidders must be registered with the Department of Industrial Relations (DIR).

ITEM 3: REVISED BID PAGE

Page 16 of the bid document has been revised to include a section where bidders can indicate their current DIR number. Please replace page 16 with the attached revised page and include with your bid submittal.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

Bidder to sign and submit with Bid

Firm: Mike Cerda Trucking Services LLC Date: 12-15-25

By: _____
Bidder's Signature

Attachment:
Attachment 1: Revised Page 16 of bid document: Bidder's DIR number is to be included.
Attachment 2: City of Visalia Labor Compliance Manual
Attachment 3: Prevailing Wage

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

BIDS RECEIVED
RFB 24-25-57
ANNUAL CONTRACT FOR TRANSPORTATION OF ROAD MATERIALS

Date: 12/18/2025 Time: 3:00PM Location: 707 W. ACEQUIA AVE. VISALIA, CA 93292

BIDDER'S NAME	LOCATION	TOTAL ANNUAL COST
Bear Down Logistics	Winter Garden, FL	$ 148,500
Mike Clark Trucking Services	Porterville, CA	$ 126,000
Ray Machado Trucking	Tulare, CA	$ 135,000
WTB Inc.	Visalia, CA	$ 130,500
		$
		$
		$
		$

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

visaliapurchasing.org

ANNUAL CONTRACT FOR TRANSPORTATION OF ROAD MATERIALS
(City of Visalia Bid No. 24-25-57)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Mike Clark Trucking Services LLC hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an Limited Liability Company (LLC) with a primary business address of 19385 Ave 144, Porterville, Ca 93257 and SSN or EIN: 88-2935430; 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 a contract to CONTRACTOR for the Annual Project for Transportation of Road Materials; 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 24-25-57, Transportation of Road Materials
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-57

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. 24-25-57.

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 $120,000 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 shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices 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) days but no sooner than ninety (90) 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

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	Mike Clark Trucking Services LLC
707 W. Acequia Ave.	19385 Ave 144
Visalia, CA 93291	Porterville, Ca 93257
Attention: City Clerk	Attention: Mike Clark

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.

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

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

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

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

14150 ROAD 192 PORTERVILLE CA 93257
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:

N/A

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.

Signature of Company Authorized Individual	Print or Type Name of Authorized Individual	Date
	MIKE CLARK	12-15-25

Visalia City Council

Staff Report

File #: 25-0637 **Agenda Date:** 2/2/2026 **Agenda #:** 9.

Agenda Item Wording:
Contract award for total compensation and comprehensive classification study - Authorize the City Manager to award the contract to conduct a total compensation and comprehensive classification study to Gallagher Benefit Services, Inc., in the amount of $391,600 and authorize the appropriation of $141,600 from the General Fund.

Prepared by:
Shonna Oneal, Administrative Services Director, Shonna.Oneal@Visalia.gov, (559)713-4053
Amy Powell, Human Resources Manager, Amy.Powell@Visalia.gov, (559)713-4575

Department Recommendation:
Staff recommends that the City Council:

1. Authorize the City Manager to award the contract for RFP 23-24-58, Total Compensation and Classification Study to Gallager Benefit Services, Inc. in the amount of $391,600; and
2. Authorize an additional appropriation of $141,600 from the General Fund.

Summary:
City staff issued RFP 23-24-58 to hire a professional consulting firm to conduct a total compensation and comprehensive classification study. These studies will evaluate compensation to determine the City's competitiveness in the marketplace and address changes in the organizational structure, reporting relationships, and staffing which may have affected the type, scope, level, and classification of work being performed by employees. Ultimately, the study will facilitate a plan to address classification issues and improve compensation, which will increase the City's ability to retain a quality labor force.

Project timeline is anticipated to be conducted in two phases. The first phase "total compensation study" will begin March 2026 and be completed by January 2027. The second phase "classification study" is anticipated to begin in June 2027 and be completed by June 2029.

Background Discussion:
The City has historically reviewed, revised, and created job descriptions on an as-needed basis, typically in response to vacancies, operational needs, or changes in organizational structure. However, the City has not conducted a comprehensive classification and compensation study in several decades. Best practices in public sector human resources recommend conducting these studies approximately every ten years to ensure job classifications remain accurate, compensation structures are equitable, and the organization remains competitive in the labor market.

In recent years, competition for qualified employees has increased, particularly for specialized or hard-to-fill positions. Public agencies rely on comprehensive classification and total compensation

studies to attract and retain talent, maintain internal equity, and ensure fiscal responsibility. This study will provide an objective, data-driven framework for classification decisions, salary adjustments, and organizational planning.

The study will evaluate both market compensation and internal classification structures. The market component will include a comparative analysis of up to nine (9) similar public agencies and approximately one hundred (100) benchmark classifications, reviewing total compensation including salary and benefits.

The internal classification review will examine roughly 198 classifications citywide, including position audits, preliminary allocations, and development of draft class descriptions to ensure that positions are accurately classified based on current duties and responsibilities. The study will also provide the framework moving forward to keep classification structure in place.

The consultant will also engage employees, management, and other stakeholders through structured advisory and stakeholder groups. This engagement ensures that recommendations reflect the City's operational needs and organizational goals.

Bidding Process
The City issued request for proposals (RFP) 23-24-58 and received twelve (12) responses. Following is a list of the final rankings:

No.	Vendor	Location
1	Gallagher Benefit Services, Inc.	Walnut Creek, CA
2	Baker Tilly	Frisco, TX
3	Public Sector	Los Angeles, CA
4	MGT	Tampa, FL
5	Evergreen Solutions, LLC	Tallahassee, FL
6	JER HR Group	New York City, NY
7	Transformance Consulting	Corona, CA
8	CPS HR Consulting	Sacramento, CA
9	Bolton	Cincinnati, OH
10	Uncomplicate HR	Fresno, CA
11	Salary.com	Waltham, MA
12	The HR Innovator Group	San Diego, CA

A selection committee evaluated the proposals based on experience with public sector classification and compensation studies, technical approach, project team qualifications, and demonstrated understanding of municipal operations. Following the initial evaluation, the top four firms, Gallagher Benefit Services, Inc., Public Sector, MGT, and Baker Tilly, were invited to interviews with the selection committee.

After completing interviews and final evaluations, Gallagher Benefit Services, Inc. was ranked as the

highest-qualified firm. City staff then opened the fee envelope for the selected consultant and began the negotiation process. If approved by City Council, Gallagher Benefit Services, Inc. will begin work immediately upon execution of the agreement.

Gallagher Benefit Services, Inc. was formerly known as Koff & Associates and consists of an experienced team of consultants that has been providing predominantly classification, compensation, and recruiting services to cities, counties, special districts, courts, educational institutions, and other public agencies for over 40 years. They have recently performed work with other nearby communities (City of Tracy) and have a local senior consultant in the Fresno area that will be available to attend in-person at a couple of the City Council meetings.

Fiscal Impact:
The contract with Gallagher Benefit Services, Inc. is in the amount of $391,600. Council previously approved Capital Improvement Project 0649 and allocated $250,000 toward this study. An additional appropriation of $141,600 from the General Fund is required to fully fund the project. Funding for this study will be included in the upcoming fiscal year budget, and total project costs will be managed within authorized appropriations. This investment is expected to provide a structured, equitable, and competitive compensation framework that supports employee retention and organizational efficiency.

Budget Summary (CP0649):	
Project Funding Source:	
General fund (001)	$250,000
Total Project Funding	**$250,000**
Project Budget	
Consultant Fee	$391,600
Total Project Cost	**$391,600**
Remaining Budget (deficit	($141,600)
Appropriation of Funds	
General Fund (001)	**$141,600**

Prior Council Action:
Approval of Capital Improvement Project 0649 - Classification and Compensation Study.
Other: N/A

Alternatives: None recommended. Should the consultant contract not be awarded, the City would be unable to complete the study internally with current staffing levels.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award the contract to conduct a total compensation and comprehensive classification studies to Gallagher Benefit Services, Inc., in the amount of $391,600; authorize the additional appropriation of $141,600 from the General Fund.

Environmental Assessment Status: NEPA Environmental Assessment does not apply.

CEQA Review: Not applicable

Deadline for Action: N/A

Attachments:
1. Consultant Ownership Disclosure Form
2. Sample Consultant Contract
3. Consultant Proposal with Amendments

Submit with Proposal

DISCLOSURE FORMS

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

Gallagher Benefit Services, Inc.

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

2121 N. California Boulevard, Suite 350, Walnut Creek, CA 94596

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:

Gallagher Benefit Services, Inc. is 100% owned by Arthur J. Gallagher (U.S.) LLC; Arthur J. Gallagher (U.S.) LLC is 100% owned by Arthur J. Gallagher & Co.; Arthur J. Gallagher & Co. is a publicly traded company with two shareholders owning more than a 10% interest. The Vanguard Group: 11.6% and BlackRock, Inc.: 7.8%.

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.

Gallagher Benefit Services, Inc.

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

Signature of Company Authorized Individual

Georg Krammer, Managing Director

Print or Type Name of Authorized Individual

CONSULTANT SERVICES TO CONDUCT
A CLASSIFICATION AND TOTAL COMPENSATION STUDY

This Agreement ("Agreement"), entered into this _____ day of _____, 2026, by and between the City of Visalia, hereinafter referred to as the "CITY", and Gallagher Benefit Services, Inc. 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. 23-24-58, 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. 23-24-58, 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 "B" – Project Fee under Gallagher Rate Sheet 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, a lump sum amount of Three Hundred Ninety-One Thousand Six Hundred dollars ($391,600) 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 Administrative Services Director 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: Georg S. Krammer, Managing Director, 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 thirty (30) 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 ten (10) 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, LIMITATION OF LIABILITY, 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 third-party claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the gross 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 third-party 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) grossly negligent 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. CONSULTANT's liability to the CITY and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to CONSULTANT from CITY for the particular Services giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

E. 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, and Broad Form Property Damage (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.

5. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

F. 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.

G. 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 policy 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."

H. 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.

I. 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. 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

2. 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.

XIV. 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
Gallagher Benefit Services, Inc.
Attn: Georg S. Krammer
2121 N. California Blvd., Ste 350
Walnut Creek, CA 94596
Phone:510-658-5633
Email:Georg_krammer@ajg.com

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

Approved as to Form

_____
City Attorney

_____
Risk Manager

_____
Project Manager

GALLAGHER BENEFIT SERVICES, INC.

_____

Exhibit “A”: Scope of Services in RFP 23-24-58 and CONSULTANT’S response.
Exhibit “B”: Accepted Project Schedule and Fee as Negotiated by the City and the Consultant
Exhibit “C”: Consultant Schedule of Fees

CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFP NO. 23-24-58

PROFESSIONAL SERVICES TO CONDUCT A COMPREHENSIVE CLASSIFICATION AND TOTAL COMPENSATION STUDY

DESCRIPTION:
The City of Visalia is seeking proposals from qualified and experienced firms to conduct a comprehensive classification and total compensation study.

PROPOSER CONFERENCE:
On Thursday, July 10, 2025, an informational tele-conference will be held beginning at 9:00am (PST). This is an opportunity to ask questions regarding the project and the Request for Proposal requirements. To preregister for this conference and obtain the link/call-in instructions, please email your contact information to purchasing@visalia.gov

SUBMITTAL DEADLINE:
One (1) unbound original, three (3) copies and one (1) electronic copy on USB drive must be received no later than: 2:00 p.m. on Thursday, July 31, 2025. *Proposals received after the time and date stated above shall be returned unopened to the proposer.*

SUBMITTAL INSTRUCTIONS:

Addressed to:	City of Visalia Purchasing Division 707 W. Acequia Avenue Visalia, CA 93291
From:	Proposer's Name & Mailing Address
Mark envelope:	RFP No. 23-24-58, Classification/Compensation Study

Delivery of Proposals: When submitting proposals via Fed Ex, UPS, etc., it is the responsibility of the Proposer to ensure that submittal is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Deliveries are not received when office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, sending submittals via U.S. Mail is not recommended as there could be a delay in receiving by the deadline. Proposals must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

INQUIRIES:
Questions/clarification of this bid document should be addressed to the Visalia Purchasing Division (559) 713-4334. To prevent miscommunications, the Purchasing Division prefers that all questions be submitted in writing via email to: purchasing@visalia.gov Questions may be asked at any time prior to, but no later than Thursday, July 17, 2025.

CITY OF VISALIA, CALIFORNIA
REQUEST FOR PROPOSALS
RFP 23-24-58
PROFESSIONAL SERVICES TO CONDUCT A
COMPREHENSIVE CLASSIFICATION AND TOTAL COMPENSATION STUDY

The City of Visalia is soliciting proposals from qualified professionals experienced in conducting comprehensive classification and total compensation studies. The City has reviewed and revised job descriptions as vacancies occurred but has not had a comprehensive classification and compensation review in several decades.

Sealed proposals will be received by the Visalia Purchasing Division until 2:00pm (PST) on Thursday, July 31, 2025 for Professional Services to Conduct a Comprehensive Classification and Total Compensation Study**.**

An informational tele-conference will be held on Thursday, July 10, 2025 beginning at 9:00am (PST). To preregister for this conference and obtain the link/call-in instructions, please email your contact information to purchasing@visalia.gov

RFP and Contract documents may be obtained by calling (559) 713-4334, emailing your request to purchasing or may be downloaded by registered users of BidNetDirect. For instructions on registering with BidNetDirect, please visit our website: visaliapurchasing.org

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 age, race, religion, religious creed, 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.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates: 7/2/25 & 7/8/25

TABLE OF CONTENTS

TITLE	PAGE
I. Definitions	1
II. Introduction	1
A. Information	1
B. Background	2
C. Purpose and Objective	3
D. RFP/Agreement Schedule	3
III. Scope of Services	3
A. Required Product	3
B. Services of the Consultant	5
C. City Responsibilities	5
IV. Proposal Content and Format Requirements	5
A. General Information	6
B. Proposal Project Approach	6
C. Staff Qualifications and Related Experience	6
D. Proposed Fee Structure and Schedules	7
E. Conflict of Interest	7
V. Consultant Selection Procedure	8
A. Criteria & Weight	8
B. Background Check	9
C. Award of Contract	9
VI. General Conditions	9
A. Important Notice	9
B. Contracting Agency	10
C. Legal Responsibilities	10
D. Permits and Licenses	10
E. Insurance	10
VII. Contract Requirements	11
A. Withdrawal of Proposals	12
B. Rejection of Proposals	12
C. Evaluation/Award of Contract	12
D. Proposal Pricing Guidelines	13
E. Assignment of Contract	13
F. Right to Require Performance	13
G. Ethics in Public Contracting	13
H. Equal Employment Opportunity	14
I. Venue	14
J. Proprietary Information	14
K. Incurring Costs	14
L. Firearms Prohibited	14
M. Executive Order	14
VIII. Attachments to be submitted with Proposal	16-22
Non-Collusion Affidavit	16
Workers' Compensation Insurance Certificate	17

Equal Employment Opportunity Compliance Certificate 18
Disclosures 19
Americans with Disabilities Act Compliance Certificate 20
Drug Free Workplace Certificate 21
Iran Contracting Act 22

Sample Professional Services Agreement (for info only, do not submit with proposal)

I. DEFINITIONS

For the purposes of RFP No. 23-24-58 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 “Sub-recipient” 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 Proposal.
5. “RFP” means Request for Proposal No.23-24-58.

II. INTRODUCTION

A. Information

The City of Visalia ("City") is soliciting proposals from qualified professionals experienced in conducting comprehensive classification and total compensation studies. The City has reviewed and revised job descriptions as vacancies occurred but has not had a comprehensive classification and compensation review in several decades.

This Request for Proposals is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division, at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers all questions be submitted via email to purchasing@visalia.gov Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above email address.

In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local vendor preference policy. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address. 5 points (Local Vendor Preference Points) will be given to any Proposer who has a business address in Tulare County for the past six months.

An informational tele-conference will be held on Thursday, July 10, 2025, beginning at 9:00am (PST). To preregister for this conference and obtain the link/call-in instructions, please email your contact information to purchasing@visalia.gov

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.

B. Background

Visalia is located east of State Highway 99 and along State Highway 198. The City, founded in 1852 and incorporated in 1874, is a full-service municipal agency serving a community of 140,000 residents. There

are 9 City departments including City Administration, Administrative Services, Community Services, Planning and Community Preservation, Engineering and Building, Finance and Information Technology, Fire, Police, and Public Works. The City has approximately 700 full-time allocated positions assigned to 198 job classifications with an average of 60 vacancies at any given time. There are five represented (Miscellaneous Employees, Miscellaneous Managers and Supervisors, Police Officers Association, Police Supervisors and Managers, Fire Association) and two unrepresented bargaining groups (Confidential, Department Heads).

Approximate number of job classifications in each Bargaining Unit

Group A, Police Managers and Supervisors Association: 2
Group B, Police Officers Association: 2
Group E, Miscellaneous Supervisors and Managers: 60
Group G, Visalia Firefighters Association: 8
Group M, Miscellaneous Employees: 103
Confidential Group: 14
Dept. Head Group: 9

In the past, Visalia has included the following as “comparable” labor market agencies, per our General Compensation Policy:

City of Tulare
City of Porterville
County of Tulare
City of Hanford
County of Kings
City of Clovis
City of Fresno
City of Bakersfield
County of Kern

One of the tasks under the scope of services of this RFP will be for the Consultant to identify and recommend comparable organizations and competitive labor market comparisons for position classifications and provide basis for inclusion which may differ from the above list.

C. Purpose, Objective and Services to be Provided

The purpose of the classification and compensation study is to address changes in the organizational structure, reporting relationships, and staffing which may have affected the type, scope, level, and classification of work being performed by employees. It is also critical to evaluate compensation to determine the City's competitiveness in the marketplace.

The purpose of the study and analysis is to ensure appropriate classification and compensation for all employees with specific objectives to:

- Review and recommend updates to job descriptions.
- Update existing classification and compensation policies and practices as needed.
- Provide compensation commensurate with assigned duties.
- Ensure positions with similarity in complexity, responsibility, knowledge, skills and abilities are classified together.
- Provide justifiable pay differential between individual classes (internal equity).
- Determine appropriate external comparison agencies.

- Maintain a competitive position with similarly situated comparable entities.
- Attract and retain qualified employees by ensuring compensation is competitive in the market.
- Offer recommendations as to how the City can better align its compensation system with industry best practices.

The objective is to utilize the information from both components of the study to facilitate a plan to address classification issues and improve compensation, which will increase the City's ability to retain a quality labor force.

The services to be provided (See Section III. SCOPE OF SERVICES).

D. RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	6/25/25
Informational Proposal Tele-Conference @ 9:00am (PST)	7/10/25
Deadline for written questions	7/17/25
RFP due at 2:00pm (PST) at 707 W Acequia Ave., Visalia	7/31/25
Short list established and vendors notified	*TBD*
Interviews/Presentations with short-listed vendors (if needed)	*TBD*
Award of Contract @ City Council Meeting	*TBD*
Contract Begins	*TBD*
Expected completion	*12 months from contract award.*

Italicized items and dates are at the City's option. The City reserves the right to award contract solely on the basis of proposal content.

III. SCOPE OF SERVICES

A. Required Product

Awarded Consultant will provide a final report that analyzes salary and total compensation labor market data for all job classifications using established benchmark classifications.

B. Services of the Consultant

The Consultant shall perform all necessary services to provide the City with the above stated "required product". The City anticipates the project will take approximately one year (12 months) to complete the scope of work from the time of contract award. The services provided shall include, but not be limited to, the following:

- Review the existing classification and compensation system, including benefits, analyzing current jobs performed by employees, determining the correct market pay for each position, establishing the market value of the employee benefits package, and providing a market analysis of the total compensation including salary and benefits.

- Provide a comprehensive evaluation of job classifications to determine relative worth within the organization for internal as well as external equity.

- Conduct briefing session(s) to explain methodology, results, and recommendations with team members, department heads, managers, supervisors and employee association representatives and/or City Council presentation as appropriate.

- Identify and recommend comparable organizations and competitive labor market comparisons for position classifications and provide basis for inclusion.

- Recommend benchmark classes for inclusion in the salary survey analysis.

- Recommend salary survey benchmarks in conjunction with relevant benchmark classifications.

- Develop an internal equity plan establishing how all City classifications relate to the benchmark classifications.

- Review positions and job descriptions to determine proper classification by analyzing factors such as responsibility and decision-making level, complexity of work, consequence of errors, level of independence, and knowledge, skills and ability requirements.

- Determine whether positions are appropriately classified and make recommendations for change, including reallocating to a different class, merging similar classifications, revising and/or retitling positions.

- Conduct comprehensive evaluation of City's total compensation, including but not limited to Base Pay, Educational Incentive pay, Special Assignment Pays, Certification Pays, Employee Retirement Contribution, Health Insurance (Medical, Dental, and Vision), Uniform Allowance, Longevity Pay, Deferred Compensation, and Leave Accrual Rates compared to market data.

- Conduct a full compensation survey, complete with recommendations for cost of implementation.

- Make recommendations for updates and/or changes to existing classification and compensation policies.

- Analyze and recommend changes to the present compensation structure to meet market analysis.

- Recommend compensation levels, range spread, and range placement for positions based on market study and internal analysis.

- Make recommendations for adjustments to pay and benefits that may be needed.

- Work with management to develop recommendations on compensation setting philosophy relative to market position to ensure a competitive presence.

- Recommend an appropriate salary range for each position based on the classification plan, internal relationships, and equity.

- Provide updates, when requested, throughout the process with the City to explain methodology, survey results and recommendations.

- Provide recommended strategy for implementing any changes suggested based on findings within the context of City policies and procedures.

- Work with the key staff in developing implementation plans and strategies for maintaining the program in the future to maintain internal compensation equity when adding, changing, and deleting classifications.

- Analyze, review, and summarize data for presentation to the City.

- A manual and electronic version of the final report of the classification and compensation study to include a word version of job classifications and excel version of compensation study.

The purpose of this RFP is to give the Consultant a clear idea of the City's goals and objectives to complete the project. The Consultant is strongly encouraged to propose the best means and methods to accomplish these goals. The Consultant shall indicate clearly the levels of participation expected from City staff in the fulfillment of their proposal. All proposals will be judged on the qualifications of the Consultant and the means and methods that are being proposed to meet the City's goals in accordance with the evaluation criteria listed in this RFP.

While it is believed that the requirements set forth in this Request for Proposal are in a logical sequence and include all elements essential for a comprehensive design, those submitting proposals are advised to include any subject or procedure which they believe has been overlooked. They may also note requirements and items which they believe to be excessive or extraneous to the scope of an effective design.

C. City Responsibilities

1. Compensate the consultant as provided in the contract agreement.

2. Provide a "City Representative", who will represent the City and who will work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:
   - Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto.
   - Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
   - Process invoices submitted by Consultant
   - Provide consultant with documentation, if available and necessary for completion of Consultant's work.
   - Act as coordinator between Consultant and other City representatives.

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Firm name, address, telephone number, fax number and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, fax number and email address if different from above.

- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:

    a. Small Business.
    b. Disadvantaged Business.
    c. Minority and/or Women-Owned Business.

- Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- References and Referrals
- Completed forms (included with this RFP): Non-Collusion Affidavit, Workers Comp. Insurance Compliance Certification, Equal Employment Opportunity Compliance Certificate, Disclosure Forms, Americans with Disabilities Act Compliance, Drug-Free Workplace Compliance, Iran Contracting Act form.

B. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the special characteristics of the project. Your proposal should be limited to 20 pages or fewer.

This section shall outline the proposed approach to the project. This approach or scope of work shall consist of:

- Phase
- Objective(s)
- Task(s) and brief description
- Work products
- Meeting(s)
- Timeline
- Completion date

Exceptions to the requirements of the RFP should be clearly delineated in this section.

In addition to the 20-page limit for your proposal, you may also include your firm's brochure (if any) but it must be a separate attachment and independent from the required elements noted for the proposal.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Staff Qualifications and Related Experience

1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract. If your firm intends to utilize artificial intelligence for any services under this contract, it should be noted in this section. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor/subconsultant must be provided. *Note*: No work may be subcontracted, nor assigned, without prior written approval of the City of Visalia.

2. References

The information requested in this section should include three references for the past five (5) years similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Names of key staff that participated in named projects and their specific responsibilities.
2. A summary of your firm's demonstrated capability, including the time you have provided the requested services in this Request for Proposal.
3. Provide at least three (3) references that received similar services from your firm. The City may contact the organizations and individuals. Information provided shall include:
   a. Client name;
   b. Project description;
   c. Project start and end dates;
   d. Client project manager name, telephone, and electronic mail address.
   e. Contracted amount vs Final amount
   f. Status of completion

D. Proposed Fee Structure and Schedules

One copy of the Proposed Fees shall be provided under separate, sealed envelope as a part of the RFP submittal. Failure to do so may result in your firm's disqualification. Do not include the Proposed Fees with any of the copies of Proposals. Only the one sealed Fee proposal is necessary.

Proposers should review the requirements of this RFP and address all services in the fee schedule that might reasonably be expected to support the project. The Proposed Fees should include materials, supplies and any associated travel expense rates if not included in the personnel rate. Provide proposed fees and cost information and recommend a budget plan for all services to be provided.

Indicate how the City will be invoiced for services, i.e., unit or hourly costs. This information should be detailed and broken down by type of service and units of work or other applicable measures (for example, staff hours at a certain rate). Proposers should endeavor to provide a comprehensive fee schedule, as the City will not include compensation in the contract for items not addressed.

Include a total cost to provide services, based on the consultant's fee schedule and the scope of work as outlined in this RFP.

The fee proposal submitted under separate, sealed cover, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.

- List current clients who may have a financial interest in the outcome of the project

V. CONSULTANT SELECTION PROCEDURE

of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.*
The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of three or more firms
- Interview "short-listed" firms (at the option and discretion of the City)
- Identify best qualified firm
- Determine which, if any, alternates will be selected, and negotiate a fee
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council, or may include a representative knowledgeable in the services required by this RFP from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and **may** select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria & Weight of Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms. Additionally, 5 points (Local Vendor Preference Points) will be given to any Proposer who has a business address in Tulare County for the past six months (see Section II, Instructions).

Criteria	Explanation	Points
Merit of Proposals Submittal / Presentation	• Responsiveness to the RFP and thoroughness of proposal submitted	10
Knowledge and Expertise of Personnel/Firm	• Capability of personnel • Firm qualifications • Adequacy of Staff to perform the work • Experience of key staff assigned to proposed project • Any unique accomplishments or awards for work performed for similar agencies	25
Understanding of Project	• Knowledge of project, requirements	20

Timeline	• Ability to meet City Schedule	20
Record of Past Performance	• References • Ability to work effectively with City staff, other public agencies and related parties. • Demonstrated ability to complete work tasks within project timelines and budget. • Previous work performed similar in size and scope	20
Local Vendor Preference	• Proposers with a Tulare County Business address as specified in Section II, A.	5

Points Possible: 100

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract

The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it

will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.

B. Contracting Agency

The contract resulting from this Request for Proposals will be administered by the City of Visalia Administrative Services Department, Purchasing Division.

C. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing Federal funds.

D. Permits and Licenses

1. **Business Tax Certificate**
   Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation. *However, Consultant shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. **Professional License**
   Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

3. **Permits**
   Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

E. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONTRACTOR's negligent acts, errors or omissions 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.

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

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, CONTRACTOR 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, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR'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.

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

- Workers' compensation insurance as required by California statues.

- 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).

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

- 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.

Each insurance policy required by this Agreement shall contain the following clause:

"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, with the exception of cancellation for non-payment of premium, in which case ten (10) days' notice shall be given"

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."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

VII. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offerer will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

C. EVALUATION/AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.
Proposals will be evaluated by a Selection Committee. This committee may consist of representatives of the user department, members of the community, the Purchasing Division, and may include a representative knowledgeable in engineering services from outside of the community. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposals.

The award, if made, will be made within ninety (90) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Proposer is an independent contractor, not an employee, agent, or officer of the City.

2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

3. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.

4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor**,** anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.

5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

D. PROPOSAL PRICING GUIDELINES

Proposer shall provide proposed fees and cost information as a part of this Request for Proposals. Proposed fees shall be submitted under separate, sealed cover.

E. ASSIGNMENT OF CONTRACT

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

F. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

G. ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

H. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.

2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

I. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

J. PROPRIETARY INFORMATION

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as “Trade Secrets”, “Confidential” or “Proprietary” shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

K. INCURRING COSTS

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

L. 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.

M. 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.

Submit with Proposal

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.

Submit with Proposal

WORKERS' COMPENSATION INSURANCE COMPLIANCE
(CALIF. LABOR CODE § 3700)

To Accompany Bid Form

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 (if any):

Submit with Proposal

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):

DISCLOSURE FORMS

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.

_____
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

_____ _____
Signature of Company Authorized Individual Print or Type Name of Authorized Individual

Submit with Proposal

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):

Submit with Proposal

DRUG-FREE WORKPLACE 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 OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ( )
TITLE OF PERSON SIGNING	
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.

Submit with Proposal

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.

(DRAFT AGREEMENT)

CONSULTANT SERVICES TO CONDUCT
A CLASSIFICATION AND TOTAL COMPENSATION STUDY

This Agreement, entered into this _____ day of _____, 2025, 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. 23-24-58, 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. 23-24-58, 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, a lump sum amount of _____ 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 ten (10) 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.

XIV. 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”: Scope of Services in RFP 23-24-58 OR Accepted Scope of Work as Negotiated by the City and the Consultant
Exhibit “B”: Project Fees OR Accepted Project Schedule and Fee as Negotiated by the City and the Consultant
Exhibit “C”: Consultant Schedule of Fees
Exhibit “D”: Timeline/Schedule (if applicable)

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.city

CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFB-23-24-58

PROFESSIONAL SERVICES TO CONDUCT A COMPREHENSIVE CLASSIFICATION AND TOTAL COMPENSATION STUDY

ADDENDUM NO. 1

Issued: July 11, 2025

Submittals Due: **Thursday, July 31, 2025 @ 2:00pm**

Addendum is being issued to provide responses to questions that have been submitted regarding this project. This addendum becomes part of the RFB-23-24-58 proposal document and must be signed and submitted with proposal.

ITEM 1: **QUESTIONS/RESPONSES**

1. Can the City provide an allocation report showing the positions being studied and the number of employees in each group?
   Response: Employee bargaining units, unrepresented groups and # of classifications per group can be found on Page 2 of the RFP.

2. Does the City have a budget for the study? Can you share that with us?
   Response: Yes, the budget is $250,000.

3. Is the City comfortable with the study being conducted virtually with no on-site visits?
   Response: Meetings can be conducted virtually except for presentations made to City Council. Consultant will need to attend those in person.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: _____ Date: _____

By: _____
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 PROPOSALS
RFB-23-24-58

PROFESSIONAL SERVICES TO CONDUCT A COMPREHENSIVE CLASSIFICATION AND TOTAL COMPENSATION STUDY

ADDENDUM NO. 2

Issued: July 23, 2025

Submittals Due: **Thursday, July 31, 2025 @ 2:00pm**

Addendum No. 2 is being issued to provide responses to questions that have been submitted regarding this project. This addendum becomes part of the RFB-23-24-58 proposal document and must be signed and submitted with proposal.

ITEM 1: QUESTIONS/RESPONSES

1. Would the agency please indicate the number of single incumbent positions vs multiple incumbent positions included in this study?

   Response: Approximately 85 single incumbent positions.

2. How many supervisors/managers will be included in this study?

   Response: All supervisors/managers will be included for the classification piece of the study, which is approximately 68 classifications.

3. How many benchmark classifications are expected to be part of the study? CPS HR recommends 60% of the classifications included in the study be benchmarks. Is the City agreeable to this?

   Response: The City would like the consultant to provide 1) A quote for the recommended benchmark percentage of the classifications to be included and 2) A quote for all classifications.

4. How many pay grades are in the agency's salary structure?

   Response: The City has a monthly minimum and monthly maximum pay grade. The City's most current Citywide Classification by Monthly Salary chart can be found here for additional information: https://www.visalia.city/civicax/filebank/blobdload.aspx?BlobID=58165

5. Is an internal equity analysis (at the individual employee level) part of the scope of this study?

   Response: Yes.

6. Under scope of services, 5th bullet, the consultant is to "recommend benchmark classes"? What are benchmark classes? The 6th bullet seems to cover new benchmarks so we need clarification on the word "classes".

   Response: "Benchmark classes" refers to a group of job classifications that share similar characteristics and are used for comparing the agencies' compensation practices against comparable agencies. The word "classes" is short for classifications.

7. Along with compensation and benefits services, are you also seeking pay differentials (shifts, premium pay, hardship pay)?

   Response: This is a total compensation study, which includes all forms of compensation and benefits.

8. How many management positions are there?

   Response: Approximately 68.

9. Are any of your positions bonused? Likewise, if not bonused, would you like recommendations on variable pay options?

   Response: The positions are not bonused and recommended variable pay options are not desired. The City would like recommendations on adjustments to pay and benefit categories that might be necessary to remain competitive with comparable agencies.

10. 198 job classifications for 700 positions, seems a bit narrow. Are you including levels of positions as separate (e.g. Senior, III, assistant xx)?

    Response: Yes

END OF ADDENDUM NO. 2
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: _____ Date: _____

By: _____
Bidder's Signature

City of Visalia

CLASSIFICATION AND TOTAL COMPENSATION STUDY TECHNICAL PROPOSAL RFP# 23-24-58

July 31, 2025

Gallagher Benefit Services, Inc.

GEORG S. KRAMMER
Managing Director, Compensation and Rewards Consulting

2121 N. California Boulevard, Suite 350
Walnut Creek, CA 94596

georg_krammer@ajg.com
Tel: 510.658.5633
Fax: 510.652.5633

Gallagher

Insurance | Risk Management | Consulting

Gallagher

Insurance | Risk Management | Consulting

July 31, 2025

Purchasing
City of Visalia
707 W. Acequia Avenue
Visalia, CA 93291

Thank you for the opportunity to respond to your Request for Proposals for a Classification and Total Compensation Study for the City of Visalia ("City") RFP# 23-24-58. We are most interested in assisting the City with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, special districts, joint-powers associations, and other public agencies.

Gallagher's ("Gallagher") Public Sector Human Resources and Recruitment Services Practice was formerly known as Koff & Associates and consists of an experienced team of consultants that has been providing predominantly classification, compensation, and recruiting services to cities, counties, special districts, courts, educational institutions, and other public agencies for over 40 years. Our team has achieved a reputation for working successfully with management, employees, employee representation, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our team's extra effort has resulted in close to *100% acceptance* of all our classification and compensation studies.

Gallagher ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As a Managing Director of Gallagher, I would assume the role of Project Director and be responsible for the successful completion of project. I can be reached at our Walnut Creek address and the phone number listed on the cover page. My email is georg_krammer@ajg.com.

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the City of Visalia.

Sincerely,

Georg S. Krammer
Managing Director, Compensation and Rewards Consulting

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Gallagher

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Contents

A. General Information 5
B. Proposed Project Approach 8
C. Staff Qualifications and Related Experience.....16
D. Proposed Fee Structure and Schedules (under separate cover).....18
E. Conflict of Interest 18
Signature Page 19
Appendix 20

- Project Team Biographies
- Required Forms
  - Addendum No. 1
  - Non-Collusion Affidavit
  - Workers' Compensation Insurance Compliance
  - Equal Employment Opportunity Compliance Certificate
  - Disclosure Forms
  - American's with Disabilities Act Compliance Certificate
  - Drug-Free Workplace Certification
  - Iran Contracting Act Certification

Cost proposal has been provided under separate cover per the RFP instructions.

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A. General Information

Firm name: Gallagher Benefit Services, Inc.
Address: 2121 N. California Boulevard, Suite 350, Walnut Creek, CA 94596
Telephone: (510) 658-5633
Fax: (510) 652-5633
Email: georg_krammer@ajg.com
Type of Organization: Type C Corporation
Completed forms have been provided in the Appendix.

Gallagher's ("Gallagher") Public Sector Human Resources and Recruitment Services Practice was formerly known as Koff & Associates and consists of an experienced team of consultants that has been providing predominantly classification, compensation, and recruiting services to cities, counties, special districts, courts, educational institutions, and other public agencies for over 40 years. We have offices all throughout California, the Western Region, as well as across the entire nation and serve clients in all 50 states.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments, working with City Councils, County Commissions, Boards of Directors, Boards of Supervisors, Boards of Trustees, Boards of Education, Merit Boards, and Joint Power Authorities.

The firm's areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; and organizational development/assessment studies.

Without exception, all our classification and compensation studies have successfully met all our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients (please see https://koffassociates.com/our-clients/) is indicative of our firm's reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. Gallagher has a reputation for being "hands on" with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

Gallagher relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence. We are very proud of the fact that in working with hundreds of public agency clients and completing hundreds of classification and/or compensation and other types of studies, we have only had a handful of formal appeals in our entire history.

Especially when it comes to compensation, we know we are dealing with people's livelihoods and we take that very seriously. We are human resources professionals by trade and at heart and always keep the human aspect at the forefront of our problem-solving methodologies.

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Our guiding principle of assisting public agencies for the greater good of their people and the communities they serve has been the backbone of our culture of integrity and ethics. Our values of being public-spirited, resourceful, curious, and courageous help us succeed in being very client- centric, fully invested in our work and finding the best solutions for our clients, and in applying a synergistic approach to all of our projects.

About the Larger Gallagher

Value Proposition: The ability to deliver comprehensively structured human capital solutions to clients is Gallagher's signature in the marketplace. At Gallagher, we want to know what makes your organization unique. We listen intently to learn about your culture and priorities and delve deeply into all the details that matter when balancing human capital needs with financial sustainability. This single-minded focus on excellence — characterized by innovation and creativity — is the driving force behind every Gallagher engagement.

Company History: Arthur J. Gallagher & Co. opened its doors for business in 1927 and is still "growing strong" because of a practiced ability to help clients think ahead. Founded by its namesake who was previously the leading producer for Chicago's largest insurance brokerage, Gallagher is now one of the world's largest human capital, insurance brokerage and risk management services firms. Headquartered in Rolling Meadows, IL, we have operations in 33 countries and extend our client-service capabilities to more than 90 countries through a global network of correspondent brokers and consultants.

Since 1961, we've been helping clients overcome business barriers and create new opportunities to cost-effectively attract, retain and productively engage the best performers in their field. Gallagher started trading on the NYSE under the symbol AJG in 1984.



Company Culture and Philosophy: The ideals, principles and values embodied by the founder whose name still appears on our door are part of our corporate DNA.

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Gallagher's approach to business, cultivated through three generations of family leadership, has always centered on creating relationship value as true partners to our clients.

Gallagher's interactions with you will be straightforward and candid. By earning the trust of our clients, we've sustained a reputation for ethics and a commitment to transparency that continue to contribute to our growth. In fact, Gallagher was the first insurance broker named to the Ethisphere® Institute's annual list of the World's Most Ethical Companies in 2012 — and has earned this recognition for twelve consecutive years, through 2023. This is a tremendous achievement: annually, less than 150 companies based in 24 countries and representing 57 industry categories received this honor. Gallagher is the only insurance broker to have ever been recognized (World's Most Ethical Release).

The high standards of conduct we've set for our external professional relationships are the same rules we follow internally. The Gallagher Way, a one-page document that outlines our 25 shared values, was written in 1984 but is just as culturally relevant today. It speaks to the value of relationships and several tenets set guidelines for ethical behavior. Gallagher combines innovative solutions, thoughtful advice, and honest business practices to minimize risk and help fuel your success.

Human Resource and Compensation Consulting Practice

Gallagher's Human Resources & Compensation Consulting practice, of which the former K&A team is now a part, empowers clients to attract talent, manage staff, develop leaders, and reward success—leveraging the power of Gallagher and wisdom of experience to produce an engaged and productive workforce. Tapping into expertise that spans the spectrum of human resources at every level, we can assemble flexible compensation and consulting solutions that improve efficiency and fiscal sustainability.

Our practice is a combination of some of the most respected names in human resources and compensation consulting. Bringing together experts from compensation, performance, search, survey, and leadership fields, Gallagher empowers clients with tools for the entire lifecycle of employment management.

With an experienced team of 205 consultants located in 14 offices across the United States and Canada, our services include:

- Classification and Compensation
- Employee Engagement
- Executive Compensation
- Organizational Development
- HR Management
- Search and Interim Placement
- Custom Salary and Benefit Surveys
- Governance Consulting

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B. Proposed Project Approach

The City desires human resources assistance to conduct a comprehensive classification and total compensation study. The purpose of the study is to address changes in the organizational structure, reporting relationships, and staffing which may have affected the type, scope, level, and classification of work being performed by City employees. The City recognizes it is also critical to evaluate compensation to determine the City's competitiveness in the marketplace. The purpose of the study and analysis is to ensure appropriate classification and compensation for all employees with specific objectives to:

- Review and recommend updates to job descriptions.
- Update existing classification and compensation policies and practices as needed.
- Provide compensation commensurate with assigned duties.
- Ensure positions with similarity in complexity, responsibility, knowledge, skills, and abilities are classified together.
- Provide justifiable pay differential between individual classes (internal equity).
- Determine appropriate external comparison agencies.
- Maintain a competitive position with similarly situated comparable entities.
- Attract and retain qualified employees by ensuring compensation is competitive in the market.
- Offer recommendations as to how the City can better align its compensation system with industry best practices.

The objective is to utilize the information from both components of the study to facilitate a plan to address classification issues and improve compensation, which will increase the City's ability to retain a quality labor force.

The City has approximately 700 full-time allocated positions assigned to 198 job classifications with an average of 60 vacancies at any given time. There are five (5) represented (Miscellaneous Employees, Miscellaneous Managers and Supervisors, Police Officers Association, Police Supervisors and Managers, Fire Association) and two (2) unrepresented bargaining groups (Confidential, Department Heads).

PHASE I – CLASSIFICATION STUDY:

Milestone A: Project Kickoff Meetings, Orientations, and Initial Documentation Review

- Identify client project team, contract administrator, and reporting relationships.
- Orientation and briefing sessions with the study project team and other study stakeholders to explain methodology.
- Gather all pertinent documentation, including class descriptions, organizational charts, personnel policies, memoranda of understanding, budgets, position control information, previous classification studies, salary schedules, etc.
- Review and agree to a class description format, comparator agencies, benchmark classifications, and benefits to be collected.
- Design and discuss position description questionnaire (“PDQ”) with the project team in order to customize it to meet study objectives.
- Facilitate orientation meetings for all study participants and managers, and distribute the PDQ, begin the educational process that continues throughout the study, discuss the importance of employees’ involvement; elements that are not a part of the study will also be covered.

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Milestone B. Collection and Review of PDQs and Employee/Supervisor/Manager Interviews

- At least a representative sample of employees in each of the classifications to be studied shall complete a PDQ; for multi-incumbent classifications we will accept group PDQs as well as individual PDQs, if employees so choose.
- Employees complete PDQs and their supervisor/manager will review, comment, and sign off on it. For any vacant positions, we ask that a supervisor complete a PDQ, assuming that the City will continue utilizing the classification.
- Gallagher will review and analyze PDQs in detail along with other documentation.
- Interviews will be scheduled with at least a representative sample of employees per classification, either individually if in a single-incumbent class, as a group if a multi-incumbent class, or individually if requested by the employee.
- Interviews will then be held with supervisory and management staff who will clarify their own responsibilities and/or confirm the information we have received in the interviews with their staff and/or provide additional clarifying information.
- The purpose of the interviews is to clarify and supplement the PDQ data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities.

Milestone C. Classification Concept, Preliminary Allocation, and Draft Class Description Development

- Gallagher's job evaluation will result in classification allocation recommendations that will be submitted to project team for review and approval.
- Utilize the "whole position" classification methodology, including education, experience, problem solving/ingenuity, attention/stress, independence of action/responsibility, contacts with others, supervision exercised, consequence of action/decisions, etc.
- A document will be submitted that will list broad class concepts and highlight where significant changes may be recommended, such as expanding or collapsing class series and/or separating or combining classifications assigned to different functional areas; number of classifications and classification levels, and career ladders; and updating established titling guidelines for the studied classifications for appropriate and consistent titling.
- Incumbent-specific allocation recommendation for each studied position will be prepared, specifying current and proposed classification title and impact of our recommendations (reclassification, title change, or no change).
- Meet with the project team, HR, management staff, and other stakeholders to review proposed recommendations.
- New and/or updated class descriptions will be developed for each proposed classification, updating purpose, position definitions, distinguishing characteristics, supervision received and exercised, typical job functions, knowledge, abilities, minimum qualifications, education and experience, and special requirements, including licensing and certifications.
- Determine exempt vs. non-exempt status in accordance with "white collar" exemptions under the Fair Labor Standards Act ("FLSA") and ensure compliance with the Americans with Disabilities Act ("ADA").

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Milestone D. Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report

- Submit new/updated classification descriptions to Project Team for review and discussion to ensure that no factual information is overlooked and that the recommendations are fair and consistent.
- Next, submit draft copies of the classification allocation recommendations and new/updated class descriptions (if applicable) to other study stakeholders to provide comments and concerns regarding the recommendation and any modifications to the proposed class descriptions (if applicable).
- Allocation and/or class description changes will be made as required and the class specifications will be finalized and submitted for approval.
- Develop Final Report of the Classification Study for final review and comment.
- The Report will contain: classification methodology and process as well as all findings, analysis, and resulting recommendations for each studied position; recommended allocation list, classification title changes, job family and career ladder/career growth issues, reporting relationships, and other factors.
- Once we have received the City's comments regarding the Final Report and have made any necessary changes, a Final Classification Report will be developed.

PHASE II – TOTAL COMPENSATION STUDY:

Milestone A. Determination of Survey Elements and Delivery of Market Survey

- Identify appropriate comparator agencies based on a number of evaluation criteria (such as type of organization, size of organization, number of employees, size of budgets, population served, cost of living, etc.); We understand per the RFP that the City has the following nine (9) comparators which we would be happy to review and provide recommendations as appropriate:
    - City of Tulare
    - City of Hanford
    - City of Fresno
    - City of Porterville
    - County of Kings
    - City of Bakersfield
    - County of Tulare
    - City of Clovis
    - County of Kern
- Confirm classifications to be studied based on an internal relationship analysis of all classifications. We typically survey up to 65% of classifications and internally align un-benchmarked classifications. Per the RFP we understand there are approximately 700 full-time employees allocated to 198 job classifications with an average of 60 vacancies. The approximate number of job classifications in each bargaining unit is:

Bargaining Unit	Number of Classifications
Group A	2
Group B	2
Group E	60
Group G	8
Group M	103
Confidential Group	14
Dept. Head Group	9
Total	198

- Identify and confirm benefits to be collected.
- Gallagher to conduct all the data collection and analysis to ensure validity of data and quality control.

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- Collect job descriptions, organization charts, and other information from comparator agencies via website, in person, or by telephone.
- Compare job description to job description, not just job titles; ensure true matches of at least 70% using whole position analysis approach, including factors such as education, experience, problem solving, supervision exercised, etc.
- Schedule appointments with knowledgeable individuals at each comparator to answer specific questions.
- Ensure a very high validity rate and produce data that is substantiated before management, employee representation, as well as governing bodies.
- Enter data into spreadsheet format designed for ease of interpretation and use; present information in a format that will identify the comparator positions used for each class comparison.
- Calculate information based upon average and median figures, allowing the City to make informed compensation decisions.
- Collect and display benefit data in an easy-to-read format.
- Submit three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data.

Milestone B. Draft Compensation Findings/Stakeholder Review and Feedback

- Distribute draft findings to the City.
- After the City's preliminary review, meet with the project team and various stakeholders to clarify data, receive requests for reanalysis of certain comparators; and answer questions and address concerns.
- Provide an opportunity for the project team and other stakeholders to review and question any of our recommended benchmark comparator matches.
- If questions arise, conduct follow-up analysis to reconfirm original analysis and/or make corrections.

Milestone C. Development of Recommendations, Final Reports, and Presentations

- Determine internal equity and internal position hierarchy for both market-driven and non-benchmarked positions, based on the whole position analysis methodology.
- Make recommendations regarding vertical and horizontal salary relationships and differentials across the organization.
- Review and make recommendations regarding salary structure within which classifications are allocated, based upon the City's preferred compensation plan.
- Discuss draft recommendations with management prior to developing Interim Report.
- Complete Draft Report and submit to the City for review, comment, and recommendations, including detailed compensation findings and recommendations; proposed salary ranges, and implementation issues; and methodology for continued implementation and maintenance of recommendations.
- After the City's questions/concerns are addressed, create Final Compensation Report.
- Our proposal includes one initial overview (to approve any changes to the City's list of comparator agencies), one interim study session (to discuss the initial findings of the market salary study), and one final presentation to the Council, as needed.

EXPECTATIONS OF CITY SUPPORT:

In order to conduct this study in the most timely and cost-effective manner, we ask for support in the following areas:

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- Timely provision of written documentation, such as current class specifications, union contracts, organizational charts, budget documents, salary schedules, past studies, etc.;
- Assistance in the notification and scheduling of initial kickoff and other meetings and the provision of adequate interview tools and resources;
- Assistance in the compilation of current descriptions with the PDQ; collecting and forwarding questionnaires; and in ensuring that materials are completed and returned in a timely manner; and
- Meeting agreed-upon timelines.

In terms of time commitment for City staff, we understand that the City hires an outside consultant to conduct and coordinate the entire effort. Therefore, it is our goal to reduce the time commitment of City staff as much as possible and to only request assistance in the coordination of some of the steps in the process, such as scheduling meetings, disseminating information, and in general, being a channel of communication between our firm and employees.

COMMUNICATION WITH THE CITY:

Our typical communication model includes at least weekly or biweekly written status updates, or virtual meetings, to keep the City informed on where we are during each phase of the project.

In addition, the study includes a significant number of meetings with the Study Project Team, human resources, management, employees, employee representation, and the Council, as desired. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and foster a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of Gallagher's studies.

POST-STUDY CONSULTATION AND SUPPORT:

We are committed to providing the City with the highest-quality product and service. Providing ongoing consultation and support after study completion is a service that is included in our professional fees and a continued relationship-building aspect of our client relationship that we highly value.

We often find that clients will call or email with follow-up questions and to discuss certain aspects of the study, ask why decisions and recommendations were made, and other important components of the study. We consider post-implementation support as part of our customer service.

Should the City request any additional meetings and/or training after completion of the study and/or other specific, identifiable work efforts, such as single-position compensation reviews or conducting annual surveys, we would honor our composite hourly rate for actual hours worked. However, from experience, we expect that most follow-up support will be conducted via telephone and email and this is absolutely included in our project fee for this project.

STAKEHOLDER ENGAGEMENT:

We believe in an interactive and collaborative process with the whole organization and in a high level of stakeholder contact and interaction to ensure organizational buy-in to the study throughout the entire process. Following are the major milestones at which we touch base

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with Human Resources, employees, managers, employee representation, and other stakeholders, as appropriate:

- Initial study kick-off meetings with stakeholders;
- Stakeholder input regarding a list of appropriate comparator agencies, benchmark classifications, and benefits to be collected;
- City stakeholder review of compensation study data and contact with them to address any challenges to the market comparables we identified;
- Stakeholder input on internal salary relationship analysis and recommendations; and
- Stakeholder input regarding final compensation plans and structure recommendations.

These steps will ensure that the study results in a product that is accepted and trusted by all levels within the organization. Beyond sound mechanics, our approach includes sufficient communication steps to ensure that the study methodology is understood and the results are regarded as expert, impartial, and fair.

Time Requirements

Our professional experience is that compensation studies of this scope and for this size organization take approximately 10 months to complete, allowing for adequate PDQ completion, employee and supervisor interviews, classification concept and allocation development, class description development, compensation data collection and analysis, review steps by the City, the development of final reports, any appeals, and presentations.

We propose commencing the project in September 2025 and anticipate completion by June 2026. The following is a suggested timeline (which can be modified based on the City's needs):

MILESTONES	PHASE I: CLASSIFICATION STUDY	COMPLETION BY
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	Weeks 1-3
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews	Weeks 8-12
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development	Weeks 13-24
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	Weeks 25-30

MILESTONES	PHASE II: TOTAL COMPENSATION STUDY	COMPLETION BY
A.	Determination of Survey Elements and Market Survey Delivery	Weeks 20-32
B.	Draft Compensation Findings/Stakeholder Review and Feedback	Weeks 33-35
C.	Development of Recommendations, Final Reports, and Presentations	Weeks 36-40

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Contractual Considerations

We will be pleased to sign the City's professional services agreement for a Compensation Study. We respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

The following are terms we would like to review with the City if we are fortunate to be selected for this project:

- Gallagher is pleased to submit this proposal to the City. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.
- Gallagher is not a federal contractor or subcontractor. Therefore, Gallagher cannot agree to federal contracting provisions contained within the RFP.
- Section 1 (PDF Page 10) - This section needs modified so that no prior approval of personnel is required from the City. Gallagher will provide notice of substitutions after they occur. Gallagher can agree to a reasonable time period to provide such notice and will use good faith efforts to ensure that the City is satisfied with any replacement personnel assigned.
- Section B (PDF Page 13) - Gallagher shall comply with all state and federal laws related to verification of work eligibility, as well as company processes related to background investigation.

  All employees hired by the divisions of Arthur J. Gallagher & Co. consent to, and are subjected to a rigorous background investigation prior to beginning employment with the company. Background checks are facilitated by external providers and include: federal criminal (7 years, all districts as revealed by Social Security Number (SSN) trace); criminal felony & misdemeanor (7 years, all counties as revealed by SSN trace, education and employment addresses); verification of education (highest degree obtained); employment verifications (7 years history, up to ten previous employers); U.S. Government Prohibited Parties; SSN trace; and in some cases where appropriate based on responsibilities of the role, motor vehicle records or credit checks.

  Gallagher also participates in the U.S. eVerify program in conjunction with processing of new hire I-9 Employment Eligibility Verification forms at the time of start date. Additionally, all active U.S. employees consent to ongoing background check procedures where applicable, including ongoing Prohibited Parties verification, which is performed on a monthly basis.
- Section E (Para 1) (PDF Page 14); Section XII (Point A-B) (PDF Pages 32-33) - Indemnification should be limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.
- Section E (Para 1) (PDF Page 14); Section XII (Point A-B) (PDF Pages 32-33) - A limitation of liability of fees paid needs to be added to the indemnification provision.

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- Section E Insurance (PDF Page 15); Section D (PDF Page 33) - Below are Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis.

It is our practice to provide the coverage below in lieu of the City contract insurance language. We therefore propose to replace the insurance language in the RFP's sample agreement with coverage language provided by Gallagher as follows:

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

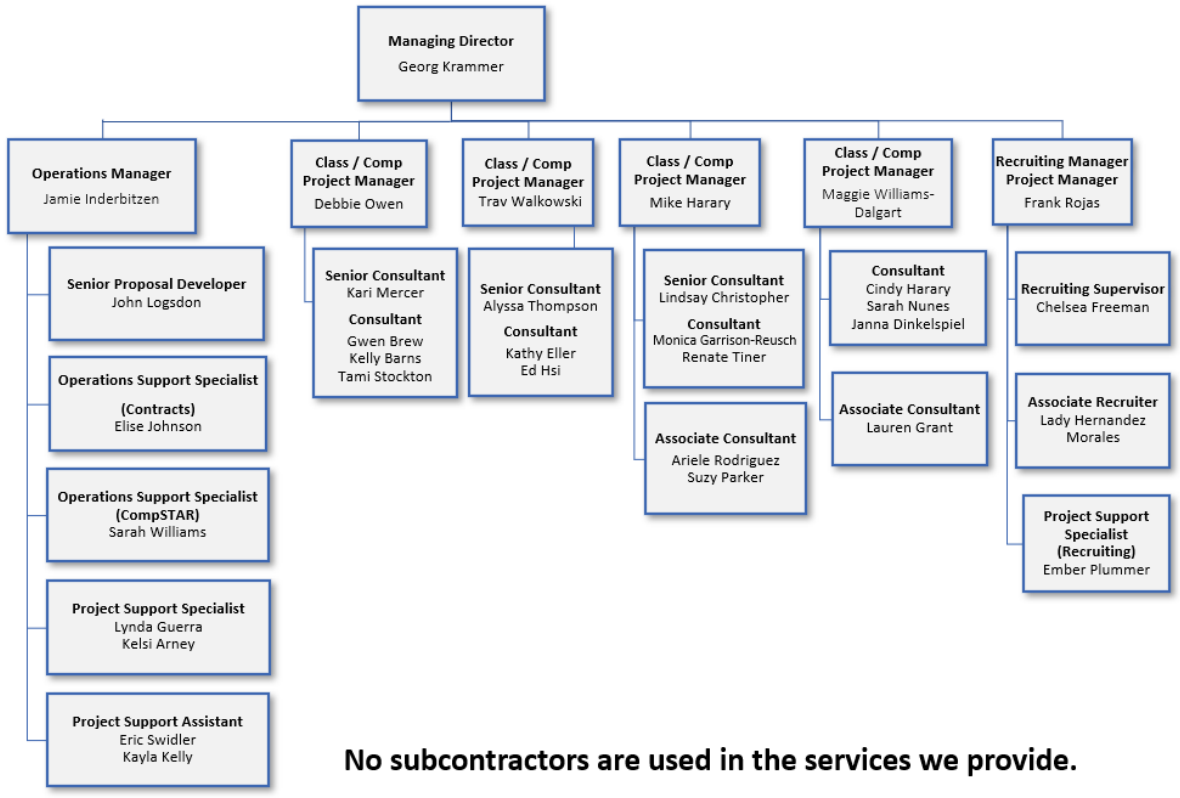
- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than $2,000,000 per occurrence and $4,000,000 in the aggregate;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of $1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than $10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than $5,000,000 per claim, or $10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than $2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than $1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request

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C. Staff Qualifications and Related Experience

All members of our team have worked on multiple comprehensive total compensation studies and are well acquainted with the wide array of public sector organizational structures, compensation structures, classification plans, as well as the challenges and issues that arise when conducting studies such as this one for the City. Our team consists of 34 employees as shown in the following organizational chart.



No subcontractors are used in the services we provide.

KEY PERSONNEL

Our project team will be led by Co-Project Directors Georg Krammer (Managing Director) and Mike Harary (Project Manager). They will coordinate all of Gallagher's efforts, attend all meetings with the City, and be responsible for all work products and deliverables.

CONSULTANTS

Alyssa Thompson (Senior Consultant), Lindsay Christopher (Senior Consultant), Kari Mercer (Senior Consultant), Monica Garrison-Reusch (Consultant), Sarah Nunes (Consultant), Janna Dinkelspiel (Consultant), Ed Hsi (Associate Consultant), Tami Stockton (Consultant), Lauren Grant (Associate Consultant), Kelly Barns (Consultant), Suzy Parker (Associate Consultant), Cindy Harary (Consultant) and Renate Tiner (Consultant) will conduct classification analysis and interviews with employees and management, compensation data collection and analysis, internal job analysis, and develop recommendations and implementation strategies.

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WORKLOAD

We currently have a team of 25 HR consultants and five administrative support staff – resources that we are able to pool based on each project's needs, to execute projects and to meet clients' needs and expectations. Each time we are selected as the successful bidder on a project, we strategize to determine project timelines, deliverable deadlines, and the resources that are required to produce the deliverables as promised. We are poised to accommodate the City's classification and compensation study and plan to devote the necessary resources for the successful execution of the project.

Biographies of the specific staff who will be assigned to this study can be found in the Appendix.

References

AGENCY & PROJECT	CONTACT
City of San Leandro City-wide classification and total compensation study, completion in 2024. Compensation study, completed 2022.	**Ms. Emily Hung** Human Resources Director (510) 577-6076 835 East 14th Street San Leandro, CA 94577 EHung@sanleandro
City of Santa Rosa City-wide classification and total compensation study, completed 2024. Compensation Study, completed 2017. Classification and Organizational Studies for various departments from 2007 to 2013.	**Ms. Golbou Ghassemieh** Deputy Director HR (707)543-3070 100 Santa Rosa Avenue, Room 1 Santa Rosa, CA 95405 gghassemieh@srcity.org
City of Tracy City-wide classification and total compensation study, completed 2021.	**Ms. JoAnn Weberg** Human Resources Manager 333 Civic Center Plaza Tracy, CA 95376 (209)831-6158 Joann.weberg@cityoftracy.org
City of Palo Alto Ongoing Classification, Compensation and Recruitment work from 2009 through 2025. Classification Study, completed 2020. Various Compensation Studies from 2009 through 2018.	**Ms. Tori Post** Manager Employee and Labor Relations (650) 329-2319 250 Hamilton Ave. Palo Alto, CA 94301 Tori.post@cityofpaloalto.org
City of Newman Classification and Compensation Study completed, 2023. Total Compensation Study (23 classes), completed 2018.	**Mr. Lewis Humphries** Finance Director (209) 862-3725 938 Fresno St., 2nd Floor Newman, CA 95360 lhumphries@cityofnewman.com

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D. Proposed Fee Structure and Schedules (under separate cover)

Cost proposal has been provided under separate cover per the RFP instructions.

E. Conflict of Interest

We are not aware of any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project. We do not have any current clients that would have a financial interest in the outcome of the requested project.

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Signature Page

Gallagher Benefit Services, Inc., formerly known as Koff & Associates, intends to adhere to all of the provisions described above.

This proposal is valid for 90 days.

Respectfully submitted,

By: GALLAGHER BENEFIT SERVICES, INC.,
State of California



Georg S. Krammer **July 31, 2025**

Managing Director, Compensation and Rewards Consulting

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Appendix

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Project Team Biographies

Georg S. Krammer, M.B.A., S.P.H.R.
Managing Director

Georg brings over 25 years of management-level human resources experience to Gallagher, formerly Koff & Associates (K&A), with an emphasis over the last 22 years in classification and compensation design, market salary studies, organizational effectiveness, performance management, and strategic advisory, in the public sector and local government agencies.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo's college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. He spent five years in the private sector where he served as an HR Manager and then HR Director before entering the public sector in his current consulting role. With his wide-ranging and deep experience as a classification and compensation expert, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg's contributions to Gallagher's variety of projects greatly complements our Human Resources and Recruitment Services team.

Georg has spearheaded several hundreds of classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California, and the Western Region, and has contributed to more than quadrupling the size of our practice as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003, served as its Chief Executive Officer from 2005 to 2021, was instrumental in K&A's joining Gallagher in 2021, and has been serving as Managing Director since then.

In the last few years, Georg has been the Project Director/Key Personnel for classification and/or compensation studies, organizational assessments, and other HR projects, at the following agencies:

- **Cities/Towns:** Amarillo (TX), Bellflower, Berkeley, Campbell, Chino, Coachella, Commerce, Concord, Corona, Cotati, El Monte, Gardena, Gilroy, Hayward, La Cañada Flintridge, Los Altos, Los Altos Hills, Menifee, Moutnain View, Newport Beach, Oakland, Ontario, Pasadena, Perris, Pleasant Hill, Pomona, Redwood City, Rohnert Park, San Bernardino, San Diego, San Jose, Santa Cruz, Santa Monica, Saratoga, Seal Beach, Seattle (WA), Sunnyvale, and Upland.
- **Counties**: Del Norte, Imperial, Monterey, Orange, Sacramento, San Diego, San Mateo, Siskiyou, Sonoma, and Tehama.
- **Courts**: Habeas Corpus Resource Center, Superior Courts of San Francisco, San Bernardino, Sonoma, and San Diego.
- **Education**: College of the Sequoias, Compton Community College District, Foothill-De Anza Community College District, Riverside Community College District, West Valley Mission Community College District, Rancho Santiago Community College District, San Diego Community College District, Southwestern College, Victor Valley Community College District, Yuba Community College District; Los

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Angeles Unified School District, South San Francisco Unified School District; Contra Costa County Office of Education, El Dorado County Office of Education, San Mateo County Office of Education, and Stanislaus County Office of Education.

- **Special Districts**:
  - Air Quality: Bay Area Air Quality Management District, Monterey Bay Air Resources District, and South Coast Air Quality Management District.
  - Community Services, Parks, Recreation, and Open Space: Cosumnes CSD, Desert Recreation District, East Bay Regional Park District, Hayward Area Recreation and Park District, Helendale CSD, Jurupa CSD, Phelan-Pinon Hills CSD, Midpeninsula Regional Open Space District, Rosamond CSD, Truckee Donner Recreation & Park District, and Tualatin Hills Park & Recreation District (OR).
  - Fire Protection: Alameda County Fire, Central Fire District of Santa Cruz, Fire Protection District of Southern Marin, Orange County Fire Authority, Novate Fire Protection District, and Sacramento Metropolitan Fire District.
  - Housing/Economic Development: Housing Authority of County of San Bernardino, Housing Authority of County of Santa Barbara, Housing Authority of County of San Luis Obispo, , Santa Clara County Housing Authority, and San Diego Housing Commission.
  - Library Districts: Altadena Library District, Banning Library District, and Buena Park Library District.
  - Public Utilities: East Bay Municipal Utility District, North Tahoe Public Utility District, Redwood Coast Energy Authority, Sacramento Municipal Utilities District, and Southern California Public Power Authority.
  - Transportation: Alameda County Transportation Commission, Contra Costa Transportation Authority, El Dorado County Transit Authority, Livermore Amador Valley Transit Authority, Long Beach Transit, Marin Transit District, Metropolitan Transportation Commission, Monterey-Salinas Transit District, Orange County Transportation Authority, Port of Long Beach, Port of Oakland, Port of San Diego, Port of Stockton, Riverside County Transportation Commission, Sacramento Area Council of Governments, San Bernardino County Transportation Authority, San Bernardino International Airport, San Francisco Bay Area Water Emergency Transportation Authority, San Mateo County Transit District, Santa Cruz Metropolitan Transit District, Sonoma-Marin Area Rail Transit, Western Riverside Council of Governments.
  - Wastewater: California Association of Sanitation Agencies, Central Marin Sanitation Agency, Orange County Sanitation District, Reclamation District No. 1000, Sacramento Area Sewer District, and Tahoe Truckee Sanitation Agency.
  - Water: Bay Area Water Supply & Conservation Agency, Beaumont Cherry Valley Water District, Central Coast Water Authority, Coachella Valley Water District, Coastside County Water District, Contra Costa Water District, Eastern Municipal Water District, Helix Water District, Irvine Ranch Water District, Mesa Water District, Metropolitan Water District of Southern California, Mission Springs Water District, Mojave Water Agency, Rainbow Municipal Water District, North Coast Water District, North Marin Water District, Rancho California Water District, Rincon del Diablo Municipal Water District, San Lorenzo Valley Water District, Santa Clara Valley Water District, Santa Clarita Valley Water Agency, Sonoma County Water Agency, State Water Contractors,

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Western Municipal Water District, Yorba Linda Water District, and Yuba Water Agency.
- Other: Association of California Water Agencies, First 5 Alameda, League of California Cities, Natividad Medical Center, Orange County Employee Retirement System, Rural County Representatives of California.

Georg will be key personnel and serve as the Co-Project Director for this project; he will coordinate all of Gallagher's efforts, will attend all meetings, and will be responsible for all work products and deliverables.

Mike Harary, B.B.A., M.B.A.
Project Manager

Mike Harary possesses over 39 years of municipal HR management experience including serving as a Human Resources Director for two municipalities in Southern California. He has been involved in all aspects of Human Resources for the cities of La Mirada, Orange, Westminster, and Downey, including serving as Chief Labor Negotiator, managing recruitment and selection processes for all types of municipal government positions, handling employee benefits functions, responding to labor and employee relations issues, complying with labor laws, conducting personnel investigations, and managing a variety of general human resources functions. He has also served as a consultant with Koff and Associates/Gallagher since 2019 managing numerous classification and compensation studies for multiple cities, counties, and special districts throughout California.

Mike has a bachelor's degree in business administration emphasizing in Human Resources Management from California State University, Long Beach, and a Master of Business Administration, also from Cal State Long Beach. Some of the K&A classification and compensation projects Mike has worked on include but are not limited to:

- **Cities:** Bellflower, Chico, Chino, Coachella, Corona, Davis, Desert Hot Springs, Duarte, East Palo Alto, El Monte, Fullerton, Gardena, Gilroy, Glendora, Hemet, Imperial, Jackson, La Canada Flintridge, Lomita, Lompoc, Ontario, Phoenix (AZ), Pittsburg, Pomona, Rialto, Ridgecrest, Rohnert Park, San Bernardino, San Marino, Spokane (WA), Sunnyvale, Twentynine Palms, and Upland.
- **Special Districts:** Altadena Library District, Banning Library District, Big Bear Lake Department of Water & Power, Buena Park Library District, CalOptima Health, Camrosa Water District, Chino Basin Water Conservation District, Cucamonga Valley Water District, Delta Diablo Sanitation District, Garfield County Public Library District (CO), Greater Los Angeles County Vector Control District, Greater Vallejo Recreation District, Hi Desert Water District, Housing Authority of the City of Santa Barbara, Housing Authority of the County of Santa Barbara, Jurupa Community Services District, Las Vegas-Clark County Regional Library District (NV), Livermore Area Recreation and Park District, Los Angeles County Employees Retirement Agency, Mission Springs Water District, New Mexico Department of Transportation (NM), North Marin Water District, Orange County Water District, Port of San Diego, Rainbow Municipal Water District, Rincon Del Diablo Water District, Tri-City Mental Health Authority, Victor Valley College, Yorba Linda Water District, and Yuba Water Agency.

Mike will provide managerial project support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and

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analysis, internal job analysis, development of recommendations, and implementation strategies.

Lindsay Christopher
Senior Consultant

Lindsay's professional qualifications include ten years of experience working in the public sector, mostly with Alameda County. In her role as Human Resources Analyst, she was responsible for classification and compensation projects, as well as recruitment and selection, in a Civil Service, merit-based, environment. Prior to joining Gallagher (formerly Koff & Associates), she worked at the East Bay Regional Park District, where she continued to focus on classification and compensation projects. Since joining K&A in 2019, Lindsay has worked on studies for the following:

- **Cities:** Gardena, Hemet, Milpitas, Tracy, Corona, Seattle, Napa, Dinuba, Town of Truckee, San Leandro, Pleasant Hill, San Jose, Upland, Phoenix, El Cerrito, Newman, Pomona, Santa Rosa, Elk Grove, Long Beach, Chino, American Canyon, Perris,
- **Counties:** Humboldt, Butte, Kings, San Diego, Contra Costa, Madera, Alpine, Imperial, San Mateo, Santa Barbara,
- **Special Districts:** Contra Costa County Employees' Retirement Association, Greater LA County Vector Control District, Orange County Sanitation District, Purissima Hills Water District, Marin Municipal Water District, Housing Authority of the City of Santa Barbara, Tri-City Mental Health Authority, Victor Valley College, Buena Park Library District, East Bay Regional Park District, Tualatin Hills Park and Recreation District, Valley Water, San Luis and Delta Mendota Water Authority, Desert Recreation District, Santa Clara Valley Water District, Regional Government Services, Compton Community College District, Port of Oakland, LA County Development Authority, Albuquerque Housing Authority, Metropolitan Transportation Commission, Bay Area Rapid Transit (BART), Riverside-Corona Resource Conservation District, Sonoma Resource Conservation District, LA County Unified School District, Superior Court of San Diego County, Zone 7 Water Agency, First 5 Contra Costa County, First 5 Alameda County, Tahoe-Truckee Sanitation Agency, Housing Authority of the County of San Mateo, West Valley-Mission Community College District, Midpeninsula Regional Open Space District, Stanislaus County Office of Education, Tahoe Resource Conservation District
- **Non Profits:** Fred Finch Youth & Family Services, Rural Community Assistance Corp.

A Bay Area native, Lindsay earned her B.A. degree in Sociology with a concentration in Criminology from San Jose State University. Lindsay will provide Senior H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Alyssa Thompson, Ph. D.
Senior Consultant

Alyssa has over 25 years of human resources experience in classification and compensation analysis and development, performance management, affirmative action program development, and recruitment. Alyssa also has experience in designing and conducting quantitative and qualitative research studies.

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Since joining K&A in 2007, Alyssa has led and worked on well over 300 classification, compensation, organizational assessment, and recruitment projects for cities, counties, and special districts, including but not limited to some of these more recent projects:

- **Cities and Towns**: Concord, Danville, El Cerrito, Hayward, Hillsborough, Los Altos Hills, Monterey, Napa, Newman, Oakland, Orange, Palm Desert, Piedmont, Redlands, Sacramento, San Diego, Santa Barbara, Santa Monica, Santa Rosa, Truckee, Vallejo, Yuba City
- **Counties**: Bernalillo (New Mexico), Butte, Humboldt, Orange, Placer, San Joaquin, San Mateo, Solano, Sonoma, Tehama, Tuolumne
- **Special Districts**:
  - Community Services District: Cosumnes CSD, Hayward Area Recreation and Park District, Heritage Ranch CSD, Rosmond Community Services District, Tualatin Hills Park & Recreation District (OR)
  - Fire and Police Protection: Sacramento Metropolitan Fire District
  - Housing/Economic Development: Housing Authority of the County of Alameda, Oakland Housing Authority, San Diego Housing Commission, Santa Clara County Housing Authority
  - Open Space: Midpeninsula Regional Open Space District
  - Public Utilities: East Bay Municipal Utility District, Northern California Power Agency
  - Transportation: Alameda County Transportation Commission, Coachella Valley Association of Governments, Contra Costa Transportation Authority, Livermore Amador Valley Transit Authority, Metropolitan Transportation Commission, Napa County Transportation Authority, Port of Long Beach, Riverside County Transportation Commission, San Bernardino County Transportation Authority, Santa Cruz Metropolitan Transit District, San Gabriel Valley Council of Governments, Sonoma County Transportation Authority, Western Riverside Council of Governments
  - Wastewater: Central Contra Costa Sanitary District, Central Marin Sanitation Agency, Los Angeles County Sanitation Districts, Orange County Sanitation District, Salinas Solid Waste Authority
  - Water: Alameda County Water District, Bay Area Water Supply & Conservation Agency, Coastside County Water District, Contra Costa Water District, Dublin San Ramon Services District, Irvine Water District, Metropolitan Water District of Southern California, Mid-Peninsula Water District, Santa Clara Valley Water District, Santa Clarita Valley Water Agency, South Coast Water District, Valley County Water District, Zone 7 Water Agency
- Education: Cabrillo College, Foothill-De Anza Community College District, Mount San Antonio College, West Valley Mission Community College District
- Courts: Habeas Corpus Resource Center, Superior Court of California-County of Orange

She earned a Bachelor's degree in Psychology with a minor in Sociology-Organizational Studies from the University of California, Davis, and a Ph.D. in Organizational Psychology from Alliant International University. Alyssa will provide consultant support throughout the effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

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Kari Mercer, SPHR
Senior Consultant

Kari has over 16 years of human resources experience serving on staff for private and public sector organizations in addition to serving in a consulting capacity. Her experience includes work in classification and compensation, labor relations, MOU administration, policy development and administration, recruitment and examination, and general human resources administration.

As a human resources consultant, Kari has specialized in managing and conducting a diverse range of classification and compensation studies for public sector agencies throughout California and agencies in Arizona, New Mexico, Texas, and Maryland. As a senior consultant, she provides subject matter expertise for the variety of project deliverables, guidance and leadership to project teams, and works closely with project managers and client stakeholder groups to ensure quality deliverables and successful project outcomes. Since joining Gallagher, Kari has worked on a wide variety of classification and compensation projects for the following agencies:

- **Cities/Towns:** Anaheim, Arroyo Grande, Atascadero, Belmont, Coronado, Elk Grove, Fowler, Hayward, Kingsburg, Long Beach, Madera, Manteca, Menifee, Merced, Milpitas, Newman, Newport Beach, Oakland, Perris, Phoenix, Pismo Beach, Pleasant Hill, Redwood City, Rocklin, San Pablo, Santa Clara, Saratoga, Seal Beach, Seaside, Tracy, Vallejo
- **Counties**: Del Norte, El Dorado, Fresno, Humboldt, Imperial, Kings, Madera, Merced, Monterey, Orange, San Joaquin, Santa Barbara
- **Special Districts**: Albuquerque Housing Authority, Central Fire District of Santa Cruz County, Clovis Unified School District, Coachella Valley Public Cemetery District, Cosumnes Community Services District, First 5 of Alameda County, Foothill-DeAnza Community College District, Housing Authority of the City of Santa Barbara, Housing Authority of the County of San Bernardino, Housing Authority of the County of San Mateo, Livermore Area Recreation and Park District, Mendocino Coast Recreation and Park District, Port of Oakland, Orange County Fire Authority, Redwood Coast Energy Authority, Sacramento Area Sewer District, San Mateo County Transit District, Santa Clara County Housing Authority, Sonoma County Transportation Authority, Superior Court of California-Kern County, Superior Court of California-Sonoma County, Sweetwater Authority, Travis Unified School District, Truckee Sanitary District, West Valley Mission Community College District, Valley County Water District

She earned her B.S. degree in Business Administration with an emphasis on Human Resources Management at California State University, Fresno. Kari is a certified Senior Professional in Human Resources (SPHR). Kari will provide subject matter expertise throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Monica Garrison-Reusch, B.A., M.B.A.
Consultant

Monica has over 20 years of human resource program experience, all of which have been spent serving as either a team member or project manager on projects working with public

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sector agencies. Monica's primary professional focus has been on classification and compensation practices.

Over the years Monica has performed classification and compensation consulting services as either a team member or project manager on varied projects including large scale studies done for the Counties of Sacramento, San Diego, San Mateo. Monica's depth of experience allows her to provide a broad range of human resources services to public agencies. She specializes in compensation projects focusing on both base salary and total compensation analysis studies. Monica has also worked on project teams conducting classification studies and organizational analysis, including performing the full range of classification analysis and conducting in-depth survey and analysis of organizational structures and past organizational practices.

Since joining Gallagher (formerly Koff & Associates) in 2016, Monica has worked on studies for many agencies including the following clients:

- **Cities:** Cotati, Crescent City, Pleasant Hill, Pomona, Sacramento, Vallejo
- **Counties:** Alpine, El Dorado, Humboldt, Kings, Madera, Mendocino, Monterey, San Mateo, San Diego, Trinity
- **State**: California State Auditor's Office
- **Special Districts:** AC Transit, Cosumnes Community Services District, East Bay Municipal Utility District, Eastern Municipal Water District, El Dorado County Transit Authority, First 5 Contra Costa County, First 5 Santa Clara County, Hayward Area Recreation and Park District, Livermore Amador Valley Transit Authority, Los Angeles County Sanitation District, Mendocino Coast Rec and Park District, Mojave Water Agency, Montecito Water District, North Tahoe Public Utility District, Orange County Transportation Authority, Port of San Diego, Port of Stockton, Sacramento Municipal Utility District, Sonoma Marin Area Rail Transit District, State Water Contractors, Sunline Transit Agency, Trabuco Canyon Water District

She earned a master's in business administration at Golden Gate University and a Bachelor of Science in Business Administration from the University of Southern California. Monica will provide Consultant support for this project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Sarah Nunes, M.A.
Senior H.R. Associate

Sarah's professional qualifications include over 19 years of public sector experience with the Human Resources Department of the City of San José. Starting at the analyst level and eventually rising to Division Manager, she gained experience in recruitment and selection, classification and compensation, and general human resources administration.

Since joining Koff & Associates in 2017, Sarah has worked on Classification and Compensation studies for the following agencies:

- **Cities/Counties/Towns:** Alameda, Alpine Co., American Canyon, Antioch, Calistoga, Campbell, Concord, El Cerrito, Elk Grove, Foster City, Kings Co., Los Altos, Laguna Beach, Los Gatos, Madera Co., Milpitas, Monte Sereno, Newport

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Beach, Palo Alto, Perris, Piedmont, Phoenix, Pleasant Hill, Rio Dell, San Diego, San José, San Mateo, San Mateo Co., Santa Cruz, Saratoga, Seattle, Tualatin

- **Special Districts:** Central Fire Protection District of Santa Cruz, First 5 Alameda, Housing Authority of the County of Alameda, League of California Cities, Local Agency Formation Commissions of Santa Clara and Sonoma County, Merced County Office of Education, Metropolitan Transportation Commission, Napa Sanitation District, Ojai Valley Sanitary District, Orange County Fire Authority, Orange County Sanitation District, San Francisco Bay Area Water Emergency Transportation Authority ("WETA"), San Mateo County Office of Education, San Mateo Transit District, Santa Clara Valley Open Space Authority, Santa Clara Valley Water District, Stanislaus County Office of Education, Transportation Authority of Marin, West Valley Sanitation District

Sarah earned her B.A. degree in Anthropology from Beloit College, in Wisconsin, and was awarded her M.A. in Anthropology from California State University, in Chico. Sarah will provide H.R. Associate support for this project, including classification analysis, interviews with employees and management, comparator analysis, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Janna Dinkelspiel
Consultant

Janna Dinkelspiel came to Gallagher in August 2022 with over 15 years' experience in private and public sector human resources. Most recently Janna was a Senior Employee Relations Analyst in a municipality where she gained well rounded experience in recruitment and retention, employee relations, labor relations, policy development, performance management, training and development and classification and compensation. Since joining Gallagher, Janna has worked on the following studies:

- **Classification Study:** City of Brentwood, City of Menifee, City of Imperial, County of Madera, County of Kings, Western Contra Costa County Transit Authority, City of Santa Rosa, Orange County Employees Retirement System, Superior Court of San Diego, Irvine Ranch Water District, Elk Grove, City of Fillmore, City of Malibu, Superior Court of San Francisco, County of Sonoma, Santa Clarita Valley Water Agency, Stanislaus County Office of Education.
- **Compensation Study:** City of Brentwood, West County Wastewater, City of Fillmore, City of Seattle IT, City of Bakersfield, Mid-Peninsula Open Space District, City of Leavenworth, City of Perris, San Bernardino County Transit Authority, City of San Leandro, Santa Clarita Water Agency, Yorba Linda Water District, Rosamond Community Services District, County of San Diego.

Janna has a degree in Business Administration from the University of Washington and holds a Senior Professional Human Resources Certificate from HRCI. In January 2023, Janna obtained a Compensation Metrics & Cash Compensation Programs Certification from Career Learning.

Tami Stockton
Consultant

Tami came to Gallagher in June 2025 with over 18 years' experience in public sector human resources within the utility industry. Most recently Tami was a Senior Compensation and

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Classification Analyst in a municipality where she gained well rounded experience in job analysis, classification and compensation.

Tami's education and experience include:

- Master's Degree in Organizational Leadership with an emphasis in Human Resources. Tami has held her PHR certification from HRCI since 2015.
- 15+ years of public service internal compensation and classification work including but not limited to classification studies, compensation studies, salary schedule maintenance, compliance with CalPERS PERL and pay for performance program administration.

Edward Hsi
Associate Consultant

Edward Hsi has over 5 years of public-sector human resources experience including over 4 years within classification and compensation prior to joining Gallagher, formerly Koff and Associates. His experience included analytical human resources work for the California Public Utilities Commission and Glendale Community College. At Glendale Community College Edward worked as a Classification and Compensation Analyst where he managed, coordinated, and participated in its District-wide classification study. He was also responsible for other classification and compensation-related projects, activities, and functions including but not limited to job analysis, reclassification, and classification specification development.

Edward joined Gallagher, formerly Koff and Associates, in November 2022 and has since collaborated on a variety of projects and studies for various cities, counties, and municipalities and special district clients. He provides Human Resources Associate support throughout his assigned project roles which includes classification analysis and recommendations, employee and management interviews, classification specification development, and compensation/benefits data collection, analysis, and/or recommendations.

Edward earned his B.A. degree in Psychology at the University of California, Riverside and his M.S. degree in Industrial/Organizational Psychology at San Jose State University which has given him additional theoretical insight in developing related recommendations and strategies.

Lauren Grant
Associate Consultant

Lauren's professional qualifications include over nine (9) years of experience in public sector classification, compensation, talent management, and talent acquisition. She has led classification and compensation activities for Oregon's largest post-secondary institution and was responsible for recruitment, selection, classification, and compensation for Oregon's largest housing authority and affordable housing provider. Lauren joined Koff & Associates/Gallagher in April 2023.

Prior to public service, Lauren worked as an HR generalist in the hospitality industry and provided HR support to local nonprofit organizations. She also brings experience in HR analytics and organizational development, as well as labor and employee relations, communications, and engagement.

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Lauren earned her B.S. degree with majors in Human Resources Management, Management & Leadership, and Psychology from Portland State University, where she graduated summa cum laude. She holds certifications in strategic workforce planning, people analytics for HR, and competency modeling, in addition to her SHRM professional certification.

Kelly Barns
Consultant

Kelly Barns brings over 20 years of experience in a variety of leadership and technical public-sector human resources and risk management roles, from Analyst to, Risk Manager to, Assistant Director and Director of Human Resources in municipal government. While a well-rounded practitioner, with broad and deep knowledge and experience in talent acquisition, labor relations, classification and compensation, policy and contract development, performance management, employee engagement, Leaves and ADA administration and management, training and development, legal compliance, business strategy and change management, workplace investigations, health and safety, workers' compensation, employee benefits, liability administration and management, and universal Human Resources and Risk Management administration. Kelly joined Koff & Associates in March 2022 and has had the privilege to work with and support special projects and studies for several cities, counties, and various municipalities and special district clients. Client's that Kelly has provided project support for are the following:

- **Cities/Towns:** Brentwood, San Leandro, Elk Grove, Santa Rosa, Lodi, Livermore, Pleasanton, Fillmore, Ontario, Emeryville, Upland, Santa Cruz, Rohnert Park, Cathedral, and Phoenix.
- **Counties:** Kings, Alameda, Madera, San Diego, Sonoma, and Imperial.
- **Education:** Yuba Community College District and Mount Diablo Unified School District.
- **Special Districts:** San Mateo Transit, Sunline Transit Agency, Sonoma-Marin Area Rail Transit, Long Beach Transit, and North Central Regional Transit District, Port of San Diego, Fred Finch Youth and Family Services, Metro Parks Tacoma, Coachella Valley Water District, and Rosamund Community Services District.

Kelly has a degree in Business Administration and Management, is a Human Resources Certified Professional through International Public Management Association of Human Resources (IPMA-CP) and has a Senior Professional Human Resources Certificate (SPHR). Kelly has had the opportunity to serve on committees and boards, focused on a variety of human resources, risk management, and business strategy affairs and goals.

Kelly provides Human Resources Associate support throughout each project role, primarily consisting of project and technical support in, classification analysis, job classification crosswalks, classification concepts and plans, interviews with employees and management, compensation data collection and analysis, internal job analysis, and development of recommendations. Kelly has a passion for engaging, collaborating with, and supporting clients, strengthening employee relations and community partnerships. Kelly has been dedicated to helping organizations and leaders navigate through change and define and implement their Human Resources strategies; in addition to promoting a culture of continuous opportunity and helping people to be inspired to innovate and make an impact on an organization's most valuable asset, it's people.

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Insurance | Risk Management | Consulting

Renate Tiner, B.Sc.
Consultant

Renate's professional qualifications include five years of both non-profit and private sector Human Resources experience before joining Gallagher. Starting in Human Resources administration and rising into Human Resources management, she gained experience in full-cycle recruitment, orientation and on-boarding, Health and Safety, Worker's Compensation, licensing and accreditation, policy development, and general Human Resources administration. Renate has a total of 13 years' experience.

Since joining Koff & Associates in 2017, Renate has worked on Classification and Compensation Studies for the following agencies:

- **Cities and Counties:** Bellflower, Chino, Concord, Cupertino, El Cerrito, El Monte, Hillsborough, Los Altos, Malibu, Mountain View, Mt. Shasta, Oceanside, Perris, Piedmont, Pomona, Rohnert Park, San Diego, Sausalito, West Sacramento, Calistoga, Foster City, Pittsburg, Perris, Santa Cruz, Seattle, Town of Truckee, Hayward, Rio Dell, Yuba City, County of Alpine, County of Butte, County of Kings, County of Madera, and County of San Mateo.
- **Special Districts:** Alameda County Transportation Commission, Antelope Valley-East Kern Water Agency, Bay Area Rapid Transit, Bay Area Water Supply and Conservation Agency, Buena Park Library District, Coachella Valley Water District, Coastside County Water District, Contra Costa County Office of Education, Delta Diablo Sanitary District, Dublin-San Ramon Services District, Eastern Municipal Water District, Elsinore Valley Municipal Water District, First 5 Alameda County, Foothill-De Anza Community College District, Foothill Municipal Water District, Greater Vallejo Recreation District, Groveland Community Services District, Habeas Corpus Resource Center, Jurupa Community Services District, Long Beach Transit, Los Angeles County Employees Retirement Association, Los Angeles Unified School District, Metropolitan Transportation Commission, Midpeninsula Regional Open Space District, Monterey Peninsula Regional Open Space District, North Marin Water District, Orange County Sanitation District, Orange County Transportation Authority, Port of Long Beach, Port of Stockton, Rainbow Municipal Water District, Rincon del Diablo Water District, Riverside Community College District, San Luis & Delta Mendota Water Authority, San Mateo County Office of Education, Santa Clara Valley Open Space Authority, South Tahoe Public Utility District, Superior Court of San Joaquin County, Superior Court of San Diego County, Tahoe Transportation District, Triunfo Water & Sanitation District, Truckee Donner Public Utility District, and Yuba Water Agency.

Renate earned her B.Sc. degree in Psychology from the University of Northern British Columbia, in Prince George BC, Canada. She was a Canadian Human Resource Professional (CHRP) Candidate before moving to the United States.

She will provide H.R. Consultant support throughout this effort, including analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

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Suzy Parker
Associate Consultant

Suzy Parker brings over seven years of experience in various public sector roles, ranging from Programmatic Case Management to Human Resource Analyst, and most recently, as the Classification & Compensation Manager at the Oregon Department of Human Services. She is highly skilled in classification and compensation, labor management, policy and contract development, position management, performance management, employee engagement, and training and development. Suzy joined Gallagher (formerly Koff and Associates) in September 2023.

Since joining Gallagher, Suzy has worked on the following studies:

- **Classification Study**: City of Sunnyvale, Port of San Diego, Imperial County, Jurupa Community Services District, City of Perris, City of Ontario, Zone 7 Water Agency, City of Pomona, City of Elk Grove, City of Chino, City of Pasadena, and Santa Cruz Metropolitan Transit District.
- **Compensation Study**: Imperial County, City of Lompoc, City of Pomona, Jurupa Community Services District, Triunfo Water and Sanitation District, Superior Court of California, County of San Bernardino, Triunfo Water and Sanitation District, Tahoe-Truckee Sanitation Agency, Santa Cruz Metropolitan Transit District, City of San Diego, and City of El Cerrito.

Suzy holds both a bachelor's and a master's degree in business administration and holds a SHRM-CP Certificate. In her current role, Suzy provides Human Resources Associate support across multiple projects, focusing on classification analysis, conducting interviews with employees and management, collecting and analyzing compensation data, performing internal job analyses, and developing recommendations. Suzy is passionate about engaging with clients, building partnerships within communities, and fostering collaboration.

Cindy Harary, B.A.
Consultant

Cindy's professional qualifications include over 38 years of experience in the Human Resources field, primarily in classification and compensation. She spent the first 11 years in the public sector working for the City of Whittier, California, where she started out in their Public Works Department before moving to the Human Resources Department. She gained experience in classification and compensation, recruitment and selection, employee training and development, labor relations, and general human resources administration.

For the next 16 years, Cindy worked as a Human Resources Consultant for a consulting firm where she specialized in conducting classification and compensation studies for multiple public sector agencies including cities, counties, and special districts as well as several private sector clients. Some of the Orange County Cities she worked on in partnership with other consultants at that firm were: Cities of Brea, Laguna Beach, Lake Forest, La Palma, Los Alamitos, Placentia, San Clemente, Stanton and Tustin. In Los Angeles County, her work includes the Cities of Corona, Downey, El Monte, Manhattan Beach, and Upland. Finally, in San Bernardino County she has worked on the City of Rancho Cucamonga.

Since joining Gallagher (formerly Koff and Associates) in 2015, Cindy has worked on Classification and/or Compensation studies for:

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- **Air Quality Districts**: Monterey Bay Air Resources District, South Coast Air Quality Management District
- **Cities/Towns**: Anaheim, Big Bear Lake, Campbell, Carmel, Cathedral City, Commerce, Corona, Danville, Davis, El Cerrito, Fullerton, Hanford, Indian Wells, Laguna Niguel, Long Beach, Los Altos, Manteca, Menifee, Murrieta, National City, Oceanside, San Diego, Santa Ana, Santa Barbara, Santa Monica, Seal Beach, Tracy, Tustin, Yucca Valley
- **Courts**: Superior Court of California-San Bernardino County
- **Counties**: Butte, Kings, Madera, Orange, San Diego
- **Education**: Compton College, Merced County Office of Education, Rancho Santiago Community College District, San Mateo County Office of Education, Southwestern Community College District, Weaver Union School District, Yuba Community College District
- **Housing Authorities:** Alameda Housing Authority, Albuquerque Housing Authority (New Mexico), Housing Authority of Alameda County, Housing Authority County of San Bernardino, Housing Authority for the County of Santa Barbara, Los Angeles County Development Authority, San Diego Housing Commission
- **Library Districts:** Altadena Library District
- **Ports:** Port of Hueneme, Port of Oakland, Port of Stockton
- **Sanitation/Waste Management Districts:** Central Marin Sanitation Agency, Humboldt Waste Management Authority, Monterey Regional Waste Management District, Orange County Sanitation District, Oro Loma Sanitary District
- **Transportation:** Central Contra Costa County Transit, Marin Transit, Riverside County Transportation Commission, San Bernardino County Transportation Agency, Santa Cruz Metro Transit District
- **Wastewater Districts:** Encina Wastewater Authority, Monterey Regional Waste Management District
- **Water Districts**: Bay Area Water Supply and Conservation Agency, Chino Basin Water Conservation District, Coachella Valley Water District, Eastern Municipal Water District, Marina Coast Water, Mojave Water Agency, Monte Vista Water District, North Coast County Water District, Rincon del Diablo Municipal Water District, Sammamish Plateau Water (Washington), Santa Clarita Valley Water Agency, Sweetwater Authority, Trabuco Canyon Water District, Vallecitos Water District, Western Municipal Water District
- **Special Districts:** Cosumnes Community Services District, First 5 Alameda, Inland Empire Utilities Agency, North Tahoe Public Utility District, Orange County Fire Authority, Orange County Mosquito and Vector Control District, Water Replenishment District of Southern California.

Cindy earned her B.A. degree in Broadcast Journalism at California State University, Long Beach. Cindy will provide Human Resources Consultant support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

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Gallagher

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Required Forms

- Addendum No. 1 (signed)
- Non-Collusion Affidavit
- Workers' Compensation Insurance Compliance
- Equal Employment Opportunity Compliance Certificate
- Disclosure Forms
- American's with Disabilities Act Compliance Certificate
- Drug-Free Workplace Certification
- Iran Contracting Act Certification

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City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.city

CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFB-23-24-58

PROFESSIONAL SERVICES TO CONDUCT A COMPREHENSIVE CLASSIFICATION AND TOTAL COMPENSATION STUDY

ADDENDUM NO. 1

Issued: July 11, 2025

Submittals Due: **Thursday, July 31, 2025 @ 2:00pm**

Addendum is being issued to provide responses to questions that have been submitted regarding this project. This addendum becomes part of the RFB-23-24-58 proposal document and must be signed and submitted with proposal.

ITEM 1: **QUESTIONS/RESPONSES**

1. Can the City provide an allocation report showing the positions being studied and the number of employees in each group?
   Response: Employee bargaining units, unrepresented groups and # of classifications per group can be found on Page 2 of the RFP.

2. Does the City have a budget for the study? Can you share that with us?
   Response: Yes, the budget is $250,000.

3. Is the City comfortable with the study being conducted virtually with no on-site visits?
   Response: Meetings can be conducted virtually except for presentations made to City Council. Consultant will need to attend those in person.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: Gallagher Benefit Services, Inc. Date: July 15, 2025

By: _____
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 PROPOSALS
RFB-23-24-58

PROFESSIONAL SERVICES TO CONDUCT A COMPREHENSIVE CLASSIFICATION AND TOTAL COMPENSATION STUDY

ADDENDUM NO. 2

Issued: July 23, 2025

Submittals Due: **Thursday, July 31, 2025 @ 2:00pm**

Addendum No. 2 is being issued to provide responses to questions that have been submitted regarding this project. This addendum becomes part of the RFB-23-24-58 proposal document and must be signed and submitted with proposal.

ITEM 1: **QUESTIONS/RESPONSES**

1. Would the agency please indicate the number of single incumbent positions vs multiple incumbent positions included in this study?

   Response: Approximately 85 single incumbent positions.

2. How many supervisors/managers will be included in this study?

   Response: All supervisors/managers will be included for the classification piece of the study, which is approximately 68 classifications.

3. How many benchmark classifications are expected to be part of the study? CPS HR recommends 60% of the classifications included in the study be benchmarks. Is the City agreeable to this?

   Response: The City would like the consultant to provide 1) A quote for the recommended benchmark percentage of the classifications to be included and 2) A quote for all classifications.

4. How many pay grades are in the agency's salary structure?

   Response: The City has a monthly minimum and monthly maximum pay grade. The City's most current Citywide Classification by Monthly Salary chart can be found here for additional information: https://www.visalia.city/civicax/filebank/blobdload.aspx?BlobID=58165

5. Is an internal equity analysis (at the individual employee level) part of the scope of this study?

   Response: Yes.

6. Under scope of services, 5th bullet, the consultant is to "recommend benchmark classes"? What are benchmark classes? The 6th bullet seems to cover new benchmarks so we need clarification on the word "classes".

   Response: “Benchmark classes” refers to a group of job classifications that share similar characteristics and are used for comparing the agencies’ compensation practices against comparable agencies. The word “classes” is short for classifications.

7. Along with compensation and benefits services, are you also seeking pay differentials (shifts, premium pay, hardship pay)?

   Response: This is a total compensation study, which includes all forms of compensation and benefits.

8. How many management positions are there?

   Response: Approximately 68.

9. Are any of your positions bonused? Likewise, if not bonused, would you like recommendations on variable pay options?

   Response: The positions are not bonused and recommended variable pay options are not desired. The City would like recommendations on adjustments to pay and benefit categories that might be necessary to remain competitive with comparable agencies.

10. 198 job classifications for 700 positions, seems a bit narrow. Are you including levels of positions as separate (e.g. Senior, III, assistant xx)?

    Response: Yes

END OF ADDENDUM NO. 2

/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: Gallagher Benefit Services, Inc. Date: July 23, 2025

By: _____
Bidder’s Signature

Submit with Proposal

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.

_____	July 15, 2025
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.

Submit with Proposal

WORKERS' COMPENSATION INSURANCE COMPLIANCE
(CALIF. LABOR CODE § 3700)

To Accompany Bid Form

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: Gallagher Benefit Services, Inc.

Business Address: 2121 N. California Boulevard, Suite 350 Walnut Creek, CA 94596

Signature: 

Name of Signing Official: Georg Krammer

Title of Signing Official: Managing Director

Date: July 15, 2025

Company Seal (if any):

Submit with Proposal

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: Gallagher Benefit Services, Inc.

Business Address: 2121 N. California Boulevard, Suite 350, Walnut Creek, CA 94596

Signature: _____ Date: July 15, 2025

Name & Title of Signing Official: Georg Krammer, Managing Director Company Seal (if any):

DISCLOSURE FORMS

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

Gallagher Benefit Services, Inc.

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

2121 N. California Boulevard, Suite 350, Walnut Creek, CA 94596

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:

Gallagher Benefit Services, Inc. is 100% owned by Arthur J. Gallagher (U.S.) LLC; Arthur J. Gallagher (U.S.) LLC is 100% owned by Arthur J. Gallagher & Co.; Arthur J. Gallagher & Co. is a publicly traded company with two shareholders owning more than a 10% interest. The Vanguard Group: 11.6% and BlackRock, Inc.: 7.8%.

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.

Gallagher Benefit Services, Inc.

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

Georg Krammer, Managing Director

Signature of Company Authorized Individual — Print or Type Name of Authorized Individual

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: Gallagher Benefit Services, Inc.

Business Address: 2121 N. California Boulevard, Suite 350, Walnut Creek, CA 94596

Signature: 

Name of Signing Official: Georg Krammer

Title of Signing Official: Managing Director

Date: July 15, 2025

Company Seal (if any):

Submit with Proposal

DRUG-FREE WORKPLACE 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
Gallagher Benefit Services, Inc.	36-4291971
BY(Authorized Signature)	DATE EXECUTED
	July 15, 2025
PRINTED NAME OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Georg Krammer	(510) 658-5633
TITLE OF PERSON SIGNING	
Managing Director	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
2121 N. California Boulevard, Suite 350, Walnut Creek, CA 94596	

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.

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:Georg Krammer

Title:Managing Director Agency Name:Gallagher Benefit Services, Inc.

Date:July 15, 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.



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City of Visalia

CLASSIFICATION AND TOTAL COMPENSATION STUDY COST PROPOSAL RFP# 23-24-58

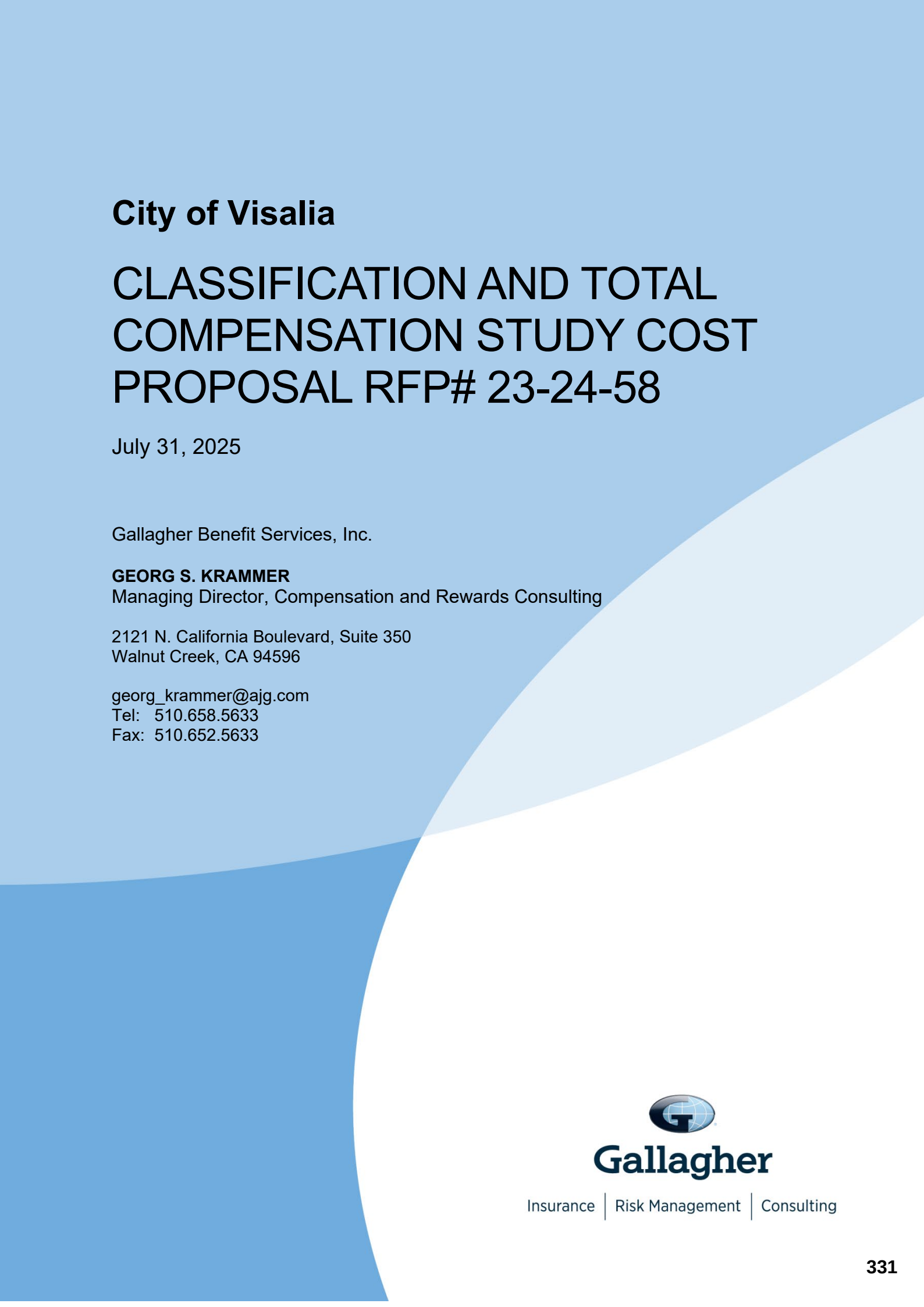
July 31, 2025

Gallagher Benefit Services, Inc.

GEORG S. KRAMMER
Managing Director, Compensation and Rewards Consulting

2121 N. California Boulevard, Suite 350
Walnut Creek, CA 94596

georg_krammer@ajg.com
Tel: 510.658.5633
Fax: 510.652.5633



Gallagher

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July 31, 2025

Purchasing
City of Visalia
707 W. Acequia Avenue
Visalia, CA 93291

Thank you for the opportunity to respond to your Request for Proposals for a Classification and Total Compensation Study for the City of Visalia ("City") RFP# 23-24-58. We are most interested in assisting the City with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, special districts, joint-powers associations, and other public agencies.

Gallagher's ("Gallagher") Public Sector Human Resources and Recruitment Services Practice was formerly known as Koff & Associates and consists of an experienced team of consultants that has been providing predominantly classification, compensation, and recruiting services to cities, counties, special districts, courts, educational institutions, and other public agencies for over 40 years. Our team has achieved a reputation for working successfully with management, employees, employee representation, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our team's extra effort has resulted in close to *100% acceptance* of all our classification and compensation studies.

Gallagher ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As a Managing Director of Gallagher, I would assume the role of Project Director and be responsible for the successful completion of project. I can be reached at our Walnut Creek address and the phone number listed on the cover page. My email is georg_krammer@ajg.com.

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the City of Visalia.

Sincerely,

Georg S. Krammer
Managing Director, Compensation and Rewards Consulting

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Proposed Fee Structure and Schedules

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with employees (orientations and briefings, meetings with employees via personal interviews, sharing of compensation survey data, etc.) results in significantly greater buy-in throughout the process.

In fact, our firm has only had a handful of formal appeals to any of our studies in over 40 years in business. It has been our experience that the money and time invested in stakeholder communication throughout the study are money and time saved during implementation. Our goal is to conduct each study the right way the first time. Numerous times our firm has been hired after an agency has gone through an unsuccessful study whose results were rejected or appealed and whose implementation was very controversial. Whenever our firm was hired after such an unfortunate experience, study stakeholders were amazed at our open and inclusive process, our efforts to elicit equal stakeholder input, and our development of recommendations that were accepted as fair and reasonable and understood by management, employees, and the governing body. Our clients always provide feedback that our process is professional, comprehensive, understandable, timely, and inclusive.

Pricing is invoiced on a unit costs.

Due to a shift in our industry to conducting studies virtually and our own efforts to be as green a business as possible (which our public agency clients always appreciate), our cost proposal assumes that all meetings and presentations will be conducted virtually/remotely and no onsite travel to City offices will occur. Should the City desire onsite meetings, we will be happy to provide our per diem cost for onsite meetings based on travel time and market rate travel cost at the time.

MILESTONES	PHASE I: CLASSIFICATION STUDY	AMOUNT	BILLING STRUCTURE
Ongoing Project Status Meetings throughout the Study		$8,800	Invoice #1: 25% of Project Fee upon Contract Execution = $38,280
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	$2,200	Invoice #2: upon completion of Class Interviews = $84,040
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews	$106,700	
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development	$127,600	Upon Completion of Developing 50% of Draft Class Descriptions: Invoice #3 = $84,040 Upon Completion of Developing 100% of

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			Draft Class Descriptions: Invoice #4 = $84,040
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	$45,100	
Total Fee for Phase I - Classification Study		**$290,400**	**$290,400**

MILESTONES	PHASE II: COMPENSATION STUDY	AMOUNT	BILLING STRUCTURE
A.	Determination of Survey Elements and Market Survey Delivery (this assumes up to 9 comparators, up to 90 benchmark classifications, and total compensation including benefits)	$61,600	Upon Completion of 50% of Market Survey: Invoice #5 = $30,800 Upon Completion of 100% of Market Survey: Invoice #6 = $30,800
B.	Draft Compensation Findings/Stakeholder Review and Feedback	$14,300	
C.	Development of Recommendations, Final Reports, and Presentations	$16,500	Remaining Project Fee: Invoice #7 = $30,800
Total Fee for Phase II: Compensation Study		**$92,400**	**$92,400**
Expenses are **included** in the project fee		N/A	N/A
Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage			
TOTAL PROJECT COST		**$382,800**	**$382,800**

Our cost proposal does not include time to support the City during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.

For any additional services or ongoing requests the following rates will apply:

Gallagher Rate Sheet - 2025

For projects with an estimated budget of $10,000 or less, the following is our rate schedule:

$290 per hour for Managing Director
$250 per hour for Project Manager
$240 per hour for Senior Consultant
$220 per hour for Consultant
$210 per hour for Associate Consultant
$195 per hour for Support Specialist
$125 per hour for Support Assistant
$110 per hour for Office Assistant

For projects with an estimated budget of more than $10,000, our composite hourly rate of $220/hour will apply.

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3-Year Composite Rate Table:

Composite Rate	Year 1	Year 2	Year 3
	$220	$235	$250

3-Year Hourly Rate Table by Classification:

Role	Year 1	Year 2	Year 3
Managing Director	$290	$310	$330
Project Manager	$250	$265	$280
Senior Consultant	$240	$255	$270
Consultant	$220	$235	$250
Associate Consultant	$210	$220	$230
Support Specialist	$195	$205	$215
Support Assistant	$125	$135	$145
Office Assistant	$110	$120	$130

** We reserve the right to increase our hourly rates on an annual basis based on our regular rate adjustment schedule.*

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Gallagher

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Signature Page

Gallagher Benefit Services, Inc., formerly known as Koff & Associates, intends to adhere to all of the provisions described above.

This proposal is valid for 90 days.

Respectfully submitted,

By: GALLAGHER BENEFIT SERVICES, INC.,
State of California



Georg S. Krammer **July 31, 2025**

Managing Director, Compensation and Rewards Consulting

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City of Visalia

CLASSIFICATION AND TOTAL COMPENSATION STUDY UPDATED COST PROPOSAL RFP# 23-24-58

October 27, 2025

Gallagher Benefit Services, Inc.

GEORG S. KRAMMER
Managing Director, Compensation and Rewards Consulting

2121 N. California Boulevard, Suite 350
Walnut Creek, CA 94596

georg_krammer@ajg.com
Tel: 510.658.5633
Fax: 510.652.5633

Gallagher

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October 27, 2025

Purchasing
City of Visalia
707 W. Acequia Avenue
Visalia, CA 93291

Thank you for the opportunity to respond to your Request for Proposals for a Classification and Total Compensation Study for the City of Visalia ("City") RFP# 23-24-58. We are most interested in assisting the City with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, special districts, joint-powers associations, and other public agencies.

Gallagher's ("Gallagher") Public Sector Human Resources and Recruitment Services Practice was formerly known as Koff & Associates and consists of an experienced team of consultants that has been providing predominantly classification, compensation, and recruiting services to cities, counties, special districts, courts, educational institutions, and other public agencies for over 40 years. Our team has achieved a reputation for working successfully with management, employees, employee representation, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our team's extra effort has resulted in close to *100% acceptance* of all our classification and compensation studies.

Gallagher ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As a Managing Director of Gallagher, I would assume the role of Project Director and be responsible for the successful completion of project. I can be reached at our Walnut Creek address and the phone number listed on the cover page. My email is georg_krammer@ajg.com.

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the City of Visalia.

Sincerely,

Georg S. Krammer
Managing Director, Compensation and Rewards Consulting

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Gallagher

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Proposed Fee Structure and Schedules

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with employees (orientations and briefings, meetings with employees via personal interviews, sharing of compensation survey data, etc.) results in significantly greater buy-in throughout the process.

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MILESTONES	COMPENSATION STUDY	AMOUNT	BILLING STRUCTURE
Ongoing Project Status Meetings throughout the Study		$4,400	Invoice #1: 25% of Project Fee for Compensation Study upon Contract Execution = $24,200
A.	Determination of Survey Elements and Market Survey Delivery (this assumes up to 9 comparators, up to 90 benchmark classifications, and total compensation including benefits)	$61,600	Upon Completion of 50% of Market Survey: Invoice #2 = $24,200 Upon Completion of 100% of Market Survey: Invoice #3 = $24,200
B.	Draft Compensation Findings/Stakeholder Review and Feedback	$14,300	
C.	Development of Recommendations, Final Reports, and Presentations	$16,500	Remaining Project Fee for

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			Compensation Study: Invoice #4 = $24,200
Total Fee for Compensation Study		**$96,800**	**$96,800**

MILESTONES	CLASSIFICATION STUDY	AMOUNT	BILLING STRUCTURE
Ongoing Project Status Meetings throughout the Study		$4,400	Invoice #1: 25% of Project Fee For Classification Study upon Starting the Classification Study = $71,500
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	$2,200	
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews	$106,700	Invoice #2: upon completion of Class Interviews = $71,500
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development	$127,600	Upon Completion of Developing 100% of Draft Class Descriptions: Invoice #3 = $71,500
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	$45,100	Remaining Project Fee for Classification Study: Invoice #4 = $71,500
Total Fee for Classification Study		**$286,000**	**$286,000**
Expenses are **included** in the project fee		N/A	N/A
Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage			
TOTAL PROJECT COST		**$382,800**	**$382,800**

Our cost proposal does not include time to support the City during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.

For any additional services or ongoing requests the following rates will apply:

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Gallagher

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Signature Page

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Respectfully submitted,

By: GALLAGHER BENEFIT SERVICES, INC.,
State of California



Georg S. Krammer **October 27, 2025**

Managing Director, Compensation and Rewards Consulting

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City of Visalia

CLASSIFICATION AND TOTAL COMPENSATION STUDY UPDATED COST PROPOSAL RFP# 23-24-58

December 17, 2025

Gallagher Benefit Services, Inc.

GEORG S. KRAMMER
Managing Director, Compensation and Rewards Consulting

2121 N. California Boulevard, Suite 350
Walnut Creek, CA 94596

georg_krammer@ajg.com
Tel: 510.658.5633
Fax: 510.652.5633

Gallagher

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December 17, 2025

Purchasing
City of Visalia
707 W. Acequia Avenue
Visalia, CA 93291

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Proposed Fee Structure and Schedules

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Pricing is invoiced on a unit costs.

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MILESTONES	COMPENSATION STUDY	AMOUNT	BILLING STRUCTURE
Ongoing Project Status Meetings throughout the Study		$4,400	Invoice #1: 25% of Project Fee for Compensation Study upon Contract Execution = $26,400
A.	Determination of Survey Elements and Market Survey Delivery (this assumes up to 9 comparators, up to 100 benchmark classifications, and total compensation including benefits)	$68,200	Upon Completion of 50% of Market Survey: Invoice #2 = $26,400 Upon Completion of 100% of Market Survey: Invoice #3 = $26,400
B.	Draft Compensation Findings/Stakeholder Review and Feedback	$16,500	

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C.	Development of Recommendations, Final Reports, and Presentations	$16,500	Remaining Project Fee for Compensation Study: Invoice #4 = $26,400
Total Fee for Compensation Study		**$105,600**	**$105,600**

MILESTONES	CLASSIFICATION STUDY	AMOUNT	BILLING STRUCTURE
Ongoing Project Status Meetings throughout the Study		$4,400	Invoice #1: 25% of Project Fee For Classification Study upon Starting the Classification Study = $71,500
A.	Project Kickoff Meetings, Orientations, and Initial Documentation Review	$2,200	
B.	Collection and Review of PDQs and Employee/Supervisor/Manager Interviews	$106,700	Invoice #2: upon completion of Class Interviews = $71,500
C.	Classification Concept, Preliminary Allocation, and Draft Class Description Development	$127,600	Upon Completion of Developing 100% of Draft Class Descriptions: Invoice #3 = $71,500
D.	Facilitation of Draft Class Description Review, Finalization of Classification Plan, and Draft of Interim Report and Final Report	$45,100	Remaining Project Fee for Classification Study: Invoice #4 = $71,500
Total Fee for Classification Study		**$286,000**	**$286,000**
Expenses are **included** in the project fee		N/A	N/A
Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage			
TOTAL PROJECT COST		**$391,600**	**$391,600**

Our cost proposal does not include time to support the City during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.

For any additional services or ongoing requests the following rates will apply:

Gallagher Rate Sheet - 2025

For projects with an estimated budget of $10,000 or less, the following is our rate schedule:

$290 per hour for Managing Director
$250 per hour for Project Manager
$240 per hour for Senior Consultant
$220 per hour for Consultant
$210 per hour for Associate Consultant
$195 per hour for Support Specialist
$125 per hour for Support Assistant
$110 per hour for Office Assistant

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For projects with an estimated budget of more than $10,000, our composite hourly rate of $220/hour will apply.

3-Year Composite Rate Table:

Composite Rate	Year 1	Year 2	Year 3
	$220	$235	$250

3-Year Hourly Rate Table by Classification:

Role	Year 1	Year 2	Year 3
Managing Director	$290	$310	$330
Project Manager	$250	$265	$280
Senior Consultant	$240	$255	$270
Consultant	$220	$235	$250
Associate Consultant	$210	$220	$230
Support Specialist	$195	$205	$215
Support Assistant	$125	$135	$145
Office Assistant	$110	$120	$130

** We reserve the right to increase our hourly rates on an annual basis based on our regular rate adjustment schedule.*

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Signature Page

Gallagher Benefit Services, Inc., formerly known as Koff & Associates, intends to adhere to all of the provisions described above.

This proposal is valid for 90 days.

Respectfully submitted,

By: GALLAGHER BENEFIT SERVICES, INC.,
State of California



Georg S. Krammer **December 17, 2025**

Managing Director, Compensation and Rewards Consulting

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Visalia City Council

Staff Report

File #: 25-0628 **Agenda Date:** 2/2/2026 **Agenda #:** 1.

Agenda Item Wording:
Citizens Advisory Committee 2026 work plan calendar presentation

Prepared by: Jason Serpa, Public Works Manager, jason.serpa@visalia.city, (559) 713-4533

Department Recommendation: Staff recommends that the City Council receive a presentation on the Citizens Advisory Committee work plan calendar and provide suggestions or recommended actions for the following plan period of calendar year 2026.

Summary:
On March 15, 2021, City Council recommended that City committees report periodically to City Council. This suggestion was a result of the reorganization of past existing committees and the combining of certain memberships. The CAC and City staff will be presenting this update to Council as requested.

Background Discussion:
The Citizens Advisory Committee (CAC) was formed by the City Council in 1969 and has been tasked by the Council with serving as part of the Community Development Block Grant review process, conducting the Public Opinion Survey, reviewing the City's Rates and Fees, and conducing the Non-Profit grant application and review process. As part of the Measure T accountability process, the CAC was charged with being the group that provides oversight of the Measure, in addition to an independent auditor. With Measure N, the CAC was charged with appointing two members to the Oversight Committee.

The following work plan calendar is proposed for the calendar year 2026. In the future, the work plan can be presented in the same format or by fiscal year, as Council prefers.

Citizen Advisory Body of Work Calendar

January

- Review and Recommendation of Measure T and Measure N Audits.
    - Committee receives a Measure T independent audit presentation from Finance and committee reviews, comments, and recommends items to Council
    - Subcommittee attends the Measure N independent audit meeting and reviews, comments, and recommends items to Council.

February

- Subcommittee reports on Measure N meeting outcomes/recommendations
- Council Presentation of Citizen Advisory Committee Body of Work

March

- Review Upcoming CAC Committee Terms and Possible Vacancies
- ADA Presentation from Engineering and Transit (Tentative)

April

- Review and Recommendation of CDBG and HOME funds Action Plan
    - Committee receives presentation from Finance and committee reviews, comments, and makes recommendations to the City Council.

May

- Review and Recommendation of Rates and Fees
    - Committee receives presentation from Finance and committee reviews, comments, and makes recommendations to the City Council.
- Conduct interviews, as needed, for new member application to start July 1

June

- Begin next fiscal year CAC Body of Work Calendar
- Staff Report and recommendation to Council of new members, as needed, starting July

July

- Adopt CAC Body of work for next Calendar Year
- Public Works Presentation

August

- Forming of Subcommittees for various CAC business for the fiscal year
- Transit updates (including ADA updates)

September

- Review and Recommendation of Consolidated Annual Performance and Evaluation Report (CAPER)
    - Committee receives presentation from Finance and committee reviews, comments, and makes recommendations to the City Council. This report is associated with CDBG and HOME funds.

October

- Non - Profit Youth Grants Subcommittee presentation and scheduling of dates for public workshops
- Public Workshops held late October and early November, if needed.

November

- Non-Profit Grant Program
    - Committee reviews, grades, and discusses small grants to Non-Profit entities.
    - Hope Team updates

December

- Non-Profit Grant Program
    - Committee recommends awards to Council regarding small grants to Non-Profit entities.

General (within Calendar Year)

- Receive miscellaneous reports as requested by committee members including but not limited to: Law updates, conservation, and miscellaneous items such as Redistricting.
- Making general agenda recommendations or taking those same recommendations from the public
- Requests for reports from miscellaneous departments throughout the year.

As listed in the work plan, the 11 member committee forms sub-committees consisting of the following:

1. Rates and Fees Subcommittee
2. Non-Profit Youth Grant Subcommittee
3. Measure N Subcommittee

These subcommittees consist of two to three members including a subcommittee chair. They, along with the staff representative, perform the work and make suggestions.

Because the CAC has more direct assignments from Council than other committees, it is understood that the calendar may be amended to Council preference. This can result in calendar work being changed, added or removed in the future to accommodate.

Fiscal Impact: N/A

Prior Council Action: March 15, 2021 - City Council suggested that committees to create work plans so that Council may have a better understanding of Committee timelines.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
No motion expected. Staff and committee will receive input from City Council to be brought back for discussion.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 2/2/2026

Attachments: Citizens Advisory Committee body of work 2026

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Visalia City Council

Staff Report

File #: 25-0634 **Agenda Date:** 2/2/2026 **Agenda #:** 1.

Agenda Item Wording:
Upcoming City Council Meetings

Tuesday, February 17, 2026 @ 7:00 p.m. at 707 W. Acequia

Monday, March 2, 2026 @ 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.