Visalia City Council

Visalia City Council

Meeting Agenda - Final

Visalia City Council
707 W. Acequia
Visalia, CA 93291

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

Monday, August 4, 2025 **7:00 PM** **City Council Chambers**

ROLL CALL

CALL TO ORDER WORK SESSION - 3:00 PM (Unless otherwise noted)

PUBLIC COMMENTS

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

WORK SESSION AND ACTION ITEMS (as described)

1. **New Employee Introductions** 25-0312
   Joseph Gonzalez, Sr. Street Department Maintenance Worker
   Garian Martin, Solid Waste Department Operator
   Cody Looper, Traffic Division Utility Locator
   Manuel Alvarez, WWTP Maintenance Mechanic
   Saul Guzman, WWTP Maintenance Mechanic
   Dallas Crow, GIS Analyst
   Gavin Silveira, IS Analyst
   Kimberlynn Verdugo, Computer Technician
   Sean Nourie, IS Analyst
   Angie Harill, Purchasing Specialist
   Osvaldo Panduro-Salas, Police Officer
   Tyler Richwine, Police Officer
   Kevin Renard, Lateral Police Officer
   Joaquin Rodriguez-Ortega, Lateral Police Officer
   Brent Eichelberger, Squad Paramedic
   Efrain Munoz, Squad Paramedic

2. **Planning Commissioner Interviews -** Conduct interviews to appoint upcoming Planning Commissioner vacancies/seats for the term of July 1, 2025 through June 30, 2027, and/or the option to fill a second unexpired term which ends June 30, 2026 or reopen the recruitment. **25-0338**

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

CALL TO ORDER REGULAR SESSION - 7:00 PM

PLEDGE OF ALLEGIANCE

INVOCATION LED BY PASTOR SEAN EWBANK, CHRIST LUTHERAN CHURCH

SPECIAL PRESENTATION / RECOGNITION

Recognition of 8u Central California World Series Champions

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.** **25-0252**

2. **Valley Strong Stadium Clubhouse** - Accept the Construction Proposal for Phase 2, Task 2 - Clubhouse & Related Site Work by the Design-Builder, 4CGlobal, Inc. dba 4Creeks Build for a lump sum amount of $3,222,783.52, appropriate $1,335,324 from the Baseball Fund and transfer funds in the amount of $298,700 from existing projects. **25-0224**

3. **Developer Reimbursement Agreement and Appropriation of Funds** - Authorize the City Manager to execute the reimbursement agreement with Visalia Parkway Partners Inc., for Visalia Parkway Phase 2 widening from west of Dans Lane to Woodland Street, in the amount of $3,281,799.52 with modified payment terms; and further authorize the additional appropriation of $1,788,400 from the Transportation Impact Fee Fund. **25-0232**

4. **Accept Irrevocable Offer of Dedications** - Adopt Resolution No. 2025-58 authorizing the acceptance of a portion of the Irrevocable Offer of Dedication to the City of Visalia for additional street right-of-way as offered under Parcel Map No.5260 for Riggin Avenue and Parcel Map No. 4452 for Clancy Street. **25-0292**

5. **Approve the Purchase of (3) Godwin Portable Pumps -** Authorize the purchase of 3 Godwin Portable Pumps for the Wastewater Collections Division from Pac Machine Company for $181,561.06, appropriate $8,590.27 from the Storm Sewer Maintenance Fund, and appropriate $25,770.79 from the Wastewater Fund. **25-0310**

6. **Park Pond Project Notice of Completion -** Request authorization to file a Notice of Completion for the Plaza Park Pond Shoreline Replacement Project. **25-0314**

7. **Award Contract for Solids Handling Improvement Project -** Authorize the City Manager to award a construction contract to WM Lyles in the amount of $13,744,000 for the Solids Handling Improvement Project at the Visalia Water Reclamation Facility. **25-0319**

8. **Conditional Acceptance of Federal Aviation Administration Grant Funds** - Authorize the conditional acceptance of a Federal Aviation Administration Airport Improvement Program grant in the amount of $134,520 for the design phase of the Taxilane Reconstruction Project at the Visalia Municipal Airport. **25-0320**

9. **Authorization for Payment to the California Vanpool Authority (CalVans)** - Authorize the payment of CalVans invoices for the Visalia Transit contributions to the Authority's vanpool program. **25-0325**

10. **Ordinance Adoption -** Second reading and adoption of Ordinance No. 2025-03, amending Visalia Municipal Code Section 5.68 “Massage Establishments” and Zoning Text Amendment No. 2025-02, amending Visalia Municipal Code Title 17 (Zoning), Chapter 17.04 Definitions and Chapter 17.25 Uses in the Mixed Use, Office and Industrial Zones. **25-0327**

11. **Prezone Ordinance Adoption -** Second Reading and adoption of Ordinance No. 2025-04, a request by the City of Visalia to adopt a prezone of the property related to Annexation No. 2024-03, undergoing annexation into the City limits of Visalia. The prezone will change zones on the Official Zoning Map of the City of Visalia from 284 acres of unzoned to approximately 253 acres of Industrial (I) zone designation and approximately 31 acres of I-L (Light Industrial), consistent with the land use designations of the Visalia General Plan Land Use Map and consistent with Section 17.06.050 of the Visalia Municipal Code. The proposed Project is located on approximately 284 acres, on the north side of Riggin Avenue between Shirk Street and Kelsey Street. (APN: 077-840-004, 005, 006). **25-0326**

12. **Prezone Ordinance Adoption -** Second Reading and adoption of Ordinance No. 2025-05, a request by the City of Visalia to adopt a prezone of the property related to Annexation No. 2024-05, undergoing annexation into the City limits of Visalia. The prezone will change zones on the Official Zoning Map of the City of Visalia from 62 acres of unzoned to approximately 55 acres of R-1-5 (Single-Family Residential, 5,000 square foot minimum site area) and approximately 7 acres of C-MU (Mixed Use Commercial) zone designation, consistent with the land use designations of the Visalia General Plan Land Use Map and consistent with Section 17.06.050 of the Visalia Municipal Code. The proposed project site is located on approximately 62 acres, on the southeast corner of South Santa Fe Street and East Caldwell Avenue (APNs: 123-400-005 and 123-400-001). **25-0328**

13. **Oak Tree Preservation Ordinance Amendment-** Second reading and adoption of Ordinance 2025-06 amending Chapter 12.24 of the Visalia Municipal Code Relating to Oak Tree Preservation. **25-0335**

14. **Second Reading and Adoption of Ordinance 2025-07 Regarding Easements** - Adopt Ordinance 2025-07 authorizing the grant of easements to Southern California Edison Company to construct and maintain electrical facilities on a portion of city-owned property and authorizing the City Manager to execute the grant of easements. **25-0309**

15. **Convention Center Discount Authority** - Confirmation of the City Manager's authority to establish a discount policy for Convention Center usage and to have the authority to delegate the implementation of that policy. **25-0337**

16. **Approval of Agricultural Conservation Easement Form -** A request by Sequoia Riverlands Trust to have the agricultural conservation easement form and content filed approved as required per the City's adopted Agricultural Preservation Ordinance. **25-0341**

17. **Approve Change Orders and Authorize Measure N Amendment Process -** Approve change orders for the modernization of parking structures and Fire Station 52 elevators; and authorize City staff to initiate Measure N amendment process to increase project funds. **25-0346**

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. **Visalia Police Department Overview Presentation -** Visalia Police Department command staff will present an overview of the Department including a general overview of the operations, department staffing, response data, crime analytics, and project updates. **25-0333**

2. **Fire Station 51 Project Update** - Receive an update on the Fire Station 51 Project located between Stevenson Street and Conyer Street, south of Acequia Avenue; provide direction regarding the exterior building style for the project and determine if the project is ready to proceed to working drawings. **25-0057**

3. **Review the Visalia Police Department AB 481 Annual Report -** Review Ordinance No. 2022-09, which adopted the Visalia Police Department Military Equipment Use Policy, the 2025 Visalia Police Department AB 481 Annual Report, and adopt Resolution 2025-60, a resolution renewing the Visalia Police Department Military Equipment Use Policy and approving the continued use of the equipment described in the AB 481 Annual Report pursuant to Government Code Section 7070 et seq. and determine that approval of Resolution 2025-60 is not a project under CEQA. **25-0294**

CLOSED SESSION REPORT

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings **25-0248**

Monday, August 18, 2025 @ 7:00 p.m. at 707 W. Acequia

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

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

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

Visalia City Council

Staff Report

File #: 25-0312 **Agenda Date:** 8/4/2025 **Agenda #:** 1.

Agenda Item Wording:
New Employee Introductions
Joseph Gonzalez, Sr. Street Department Maintenance Worker
Garian Martin, Solid Waste Department Operator
Cody Looper, Traffic Division Utility Locator
Manuel Alvarez, WWTP Maintenance Mechanic
Saul Guzman, WWTP Maintenance Mechanic
Dallas Crow, GIS Analyst
Gavin Silveira, IS Analyst
Kimberlynn Verdugo, Computer Technician
Sean Nourie, IS Analyst
Angie Harill, Purchasing Specialist
Osvaldo Panduro-Salas, Police Officer
Tyler Richwine, Police Officer
Kevin Renard, Lateral Police Officer
Joaquin Rodriguez-Ortega, Lateral Police Officer
Brent Eichelberger, Squad Paramedic
Efrain Munoz, Squad Paramedic

Visalia City Council

Staff Report

File #: 25-0338 **Agenda Date:** 8/4/2025 **Agenda #:** 2.

Agenda Item Wording:
Planning Commissioner Interviews - Conduct interviews to appoint upcoming Planning Commissioner vacancies/seats for the term of July 1, 2025 through June 30, 2027, and/or the option to fill a second unexpired term which ends June 30, 2026 or reopen the recruitment.

Prepared by:
Reyna Rivera, Chief Deputy City Clerk, reyna.rivera@visalia.city, (559) 713-4512;
Leslie Caviglia, City Manager, Leslie.caviglia@visalia.city, (559) 713-4332

Department Recommendation: It is recommended that the Visalia City Council conduct interviews to fill an upcoming vacancy for the Visalia Planning Commission with a term ending on June 30, 2027, and/or the option to fill a second unexpired term ending June 30, 2026, due a resignation of another Commissioner, or reopen the recruitment process. Any appointment(s) made for the unexpired term should be effective August 26, 2025

Summary:
The City Council is being asked to conduct interviews and appoint one or more applicants to fill vacancies on the Visalia Planning Commission. This includes a full-term seat from July 1, 2025, to June 30, 2027, and a second recent vacancy for an unexpired term ending June 30, 2026. The second unexpired term is the result of a resignation of Commissioner Adam Peck. These appointments are essential as the City prepares to undertake a comprehensive General Plan update process. Having experienced Commissioners in place will support continuity and effective decision-making. However, given that the public did not know there were two positions available, the Council could choose to reopen the recruitment process to solicit additional applicants.

Background Discussion:
Pursuant to Article XIII, Section 1 of the Visalia City Charter, the City Council may establish a Planning Commission consisting of five members who serve without compensation. The Commission is granted powers and duties as determined by the Council, specifically related to city planning matters.

According to Visalia Municipal Code Section 2.16.020, vacancies on the Planning Commission must be filled by the Council and are to be filled only for the remainder of the unexpired term. Commissioners must also be United States citizens and residents of the City of Visalia.

The Visalia Planning Commission currently consists of five voting members. Commissioner Chris Tavarez has submitted his resignation, effective upon the appointment of his replacement. In response, the City Council directed staff to begin recruitment efforts to fill the anticipated vacancy. Furthermore, last week staff also received the resignation of Commissioner Adam Peck, who is moving out of the area to assume a new job. His term expires June 30, 2026.

The timing of the recruitment and appointments is especially important as the City is preparing to launch a comprehensive General Plan update in the coming year. Ensuring that the Planning

Commission includes individuals with relevant experience in land use planning, zoning, and community development, will provide stability and help support informed decision-making throughout this complex process.

Although Commissioner Tavarez is stepping down due to work-related commitments, staff recommends he remain on the Commission temporarily to maintain a quorum until a new Commissioner is appointed. Staff has initiated the recruitment process, and both new applicants and those with current applications on file will be presented to the Council for consideration.

In addition to Commissioner Tavarez's resignation, Commissioner Peck has submitted his resignation effective the end of day August 25, 2025.

Given that Commissioner Peck has a firm resignation date and Commissioner Tavarez has given his resignation effective the appointment of his replacement, Council could choose to appoint Commissioner Peck's replacement first, and if it is the Council's desire to reopen the recruitment process, Commissioner Tavarez could continue serving until his replacement is appointed.

Interviews will be conducted, and the final selection(s) will be made at the Council's discretion. A successful appointee may fill the remainder of Commissioner Tavarez's term, ending June 30, 2027, and/or the Council may choose to appoint a candidate to fill Commissioner Peck's unexpired term ending June 30, 2026, or reopen the recruitment process.

Fiscal Impact: N/A

Prior Council Action: June 16, 2025: Council reappointed Commissioner Bill Davis to serve his second term. Commissioner Chris Tavarez was also reappointed to serve his third term, and Council directed staff to begin a recruitment in anticipation of his pending resignation.

Other: N/A

Alternatives: The Council may provide direction to staff for an alternate process.

Recommended Motion (and Alternative Motions if expected):
I move to appoint (insert name) to the Planning Commission to a full two-year term beginning July 1, 2025, and ending June 30, 2027, effective August 26, 2025;

And/or

I move to appoint (insert name) to the Planning Commission to fill the unexpired term ending June 30, 2026, effective August 26, 2025;

And/or

I move to reopen the recruitment for additional candidates given that the public was unaware that two positions would be available.

Environmental Assessment Status: None.

CEQA Review: None.

Deadline for Action: 8/4/2025

Attachments: Planning Commission Applications

CivicaAssist

Printed on 2/16/2024

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 272415]

◈ Subject Location

Street Info:
City / Zip

◈ Citizen Contact Information

Citizen Name:	Mr. David Avila
Email:	[redacted]
Phone1 / Phone2:	[redacted]
Address:	[redacted]
City, Zip:	Visalia, CA 93277

◈ Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:	**46**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**Accounting, Budgets and digital archiving of documents**
Education-school, major, graduation date & degree:	**Fresno Pacific University 2010**
Additional skills and/or interests:	
Community activities in which you are involved:	**Volunteer at Visalia Rescue Mission for 2 years**
Service on a City Board, Committee or Commission:	**None**
Present Occupation:	**Proteus Inc.**
Name of Employer:	**David Avila**
Work Address:	**1830 N Dinuba**
Work Phone Number:	**559-733-5423**
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	**Planning Commission**
Applicable qualifications and experience:	**I love Visalia**
Goals for this appointment:	**Make Visalia even better**
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	
Goals for this appointment:	
Agree or Not Agree:	**Agree**
Male or Female:	**Male**
Ethnic Category:	**Hispanic - includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central, South American or Spanish descent.**

◈ Staff Request Admin

Request ID: **272415**

Priority: **Normal**

Status: **Received**

PM

02/22/2024 - Saved to CityShare, emailed City Reps, and emailed Applicant confirming we received their application

OK mm 2/22/24

Target Complete Date:	2/20/2024 3:39:11 PM	Color Flag:
Actual Complete Date:		
Request Source:	Internet (N)	
Original Assigned Staff:	Arce, Kiley Gorelik, Ilya Rouse, Kathy Ruiz, Gladys Schonbachler, Macey	

Staff / Citizen Action Log

No Staff/Citizen Actions have been added

CivicaAssist

Printed on 2/26/2024

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 272479]

◈ Subject Location		◈ Citizen Contact Information	
Street Info:		Citizen Name:	Ms. Purá Cordero
City / Zip		Email:	[redacted]
		Phone1 / Phone2:	[redacted]
		Address:	[redacted]
		City, Zip:	Visalia, CA 93292

◈ Request Details [Information provided by Citizen]
Please review the following handbook:

How many years of being a Visalia Resident?:	**15**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**Licensed, in good standing, Real Estate Broker California: 2004 – present Licensed, in good standing, Real Estate Broker Texas – 2009 – present Owner and operator Marquee Realty: represented clients, buyers, sellers, and investors in residential and commercial transactions.**
Education-school, major, graduation date & degree:	**UCLA - BA degree 1999: Political Science Major, Business Administration Minor (emphasis on urban planning) Southwestern School of Law: Juris Doctor 2004 * Recipient of a CALI Award for Legal Research and Writing (The CALI Award® is in recognition of academic achievement in law school)**
Additional skills and/or interests:	**Very adaptive and critical reader of material. Able to comprehend complex language within regulations, bylaws, statutes, development regulations. Personal interests: physical fitness, outdoor activities, ongoing educational pursuits, arts and entertainment**
Community activities in which you are involved:	**College of the Sequoias's Accreditation Taskforce. COS was on a show-cause status. I was Tri-Chair of the task force Standard IV: Governance. We were tasked to address, review, and revise provisions to ensure and secure ongoing accreditation and remain in compliance with the California Chancellor's Office (CCCCO) and the Accrediting Commission for Community and Junior College (ACCJC). I worked closely with DA Tim Ward's office in bringing community awareness of the human trafficking crisis within the Tulare County area. We aired a film and a panel discussion at COS's theater. Worked with CSET, intake, and educate homeowners on various financial structures and options.**
Service on a City Board, Committee or Commission:	**No city committees or boards per se; however, at the start of my brokerage career, I sat on the TC Board of Realtors during the subprime lending financial crisis. I teach real estate law at COS for those pursuing an academic degree or who wish to satisfy the Department of Real Estate course to sit for the licensing examination.**
Present Occupation:	**Professor**
Name of Employer:	**College of the Sequoias**
	915 S. Mooney Blvd., Visalia, CA 93277

02/28/2024 - Saved to CityShare, emailed City Reps, and emailed Applicant confirming we received their application

OK MP 2/8

Work Phone Number:	**My office: (559) 730-3927; COS's HR Office: (559)730-3867**
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	**Planning Commission**
Applicable qualifications and experience:	**Please see above as well as attached résumé. If the Committee requires any further documentation, please advise.**
Goals for this appointment:	**Sitting on the planning committee presents a unique opportunity to contribute to the growth and progress of our great community. Some of my objectives would be to work collaboratively with the committee to address long-term plans and strategies for sustainable development in the community; represent the interests and concerns of the community or stakeholders in committee discussions; support and foster economic growth that offers employment opportunities, improve infrastructure, and enhance the overall prosperity of the community, and ultimately, transparency and trust with community members. I would foresee being actively engaged and acquiring best practices from current members in their shared expertise and knowledge while working towards the goals set forth and tasked to the committee. Last, and most importantly, I hope to make a meaningful contribution to the future of our community in a positive and sustainable way.**
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	
Goals for this appointment:	
Agree or Not Agree:	**Agree**
Resume:	View Attachment
Male or Female:	**Female**
Ethnic Category:	**Hispanic - includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central, South American or Spanish descent.**

◈ Staff Request Admin

Request ID:	**272479**	Priority:	**Normal**
Received/Entered:	2/26/2024 9:45:41 AM	Status:	**Received**
Target Complete Date:	2/28/2024 9:45:41 AM		
Actual Complete Date:		Color Flag:	
Request Source:	Internet (N)		
Original Assigned Staff:	Arce, Kiley Gorelik, Ilya Rouse, Kathy Ruiz, Gladys Schonbachler, Macey		

◈ Staff / Citizen Action Log

No Staff/Citizen Actions have been added

Purá M. Cordero

EXPERIENCE

2008 – Present College of the Sequoias Visalia, CA
Tenured Professor – Director of the Paralegal Program
Disciplines: Business, Paralegalism, Administrative Justice, Social Science

* Develop Business / Paralegal Curriculum for Business Division
* Maintain High Level of Academic Standards
* Research / Recommend Text and Other Materials
* Lecture / Grade, Evaluate and Report Student Performance Data in relation to Student Learning Objectives and Program Learning Objectives
* Tri-Chair – President's Accreditation Taskforce: Sub-group IV - Governance
* Pathway to Law School: Faculty Champion
* LSAC Prelaw Advisor
* WEXP Paralegal Internship Coordinator
* Chair: Legal Advisory Committee
* Software: Blackboard, Aplia, MindTap

2006 – Present Marquee Realty: Real Estate Services Visalia, CA
Broker/Owner: Licensed in California and Texas

* Member of the Tulare County Board of Realtors, CAR and NAR
* Develop a Strong and Effective Marketing Programs for both Buyers and Sellers
* Create marketing tools for potential clients/mortgage lenders
* Maintain and promote business relationships – plan events, newsletters, etc.
* Stage listings for open houses
* Accounting
* Create and maintain budget
* Educate clients on housing disclosures / RE governing bodies / local and state regulations
* Research, analyze and present housing market data to outside brokers / clients/ investors

2004–2005 Century City Primary Care, LLC [CCPC] Century City, CA
Prior to 2004 Elie M. Gindi, MD, Inc. *merged with CCPC 2004
Administrator

* Structured LLC in connection with attorneys; successfully arbitrated/represented worker's compensation claims, employee labor disputes, EDD
* Manage accounts payable and receivable – 100 + vendors
* Oversee daily business activities – correspondence, internal memorandums, organize and maintain confidential and sensitive files, represent the office in meetings / events
* Human Resources: supervise a staff of 8 physicians and 25 employees: recruit physicians, coordinate benefits [malpractice coverage, disability coverage, workers' compensation, pension plan vestment/participation, health Insurance, vacation, etc.]; maintain employee files, employee

retention [proven track record], pre-employment screening, process payroll – diverse compensation structures, performance evaluations, garnishments, separations – termination
* Negotiate contracts and pricing for capital expenditures, etc.
* Authored personnel "Policies and Procedures" manual in compliance with California and U.S. Federal labor laws
* Maintain and educate staff members on government regulatory agency regulations [CAl-OSHA, CLIA, HIPAA, etc.]
* Compile and produce financial statements: P&L statements, projections, potential earning statements
* Computer literate [QuickBooks, Microsoft Office Suite, ADP, KnowledgePoint HR Software, Medical Manager, etc.] Some NT and IT experience

EDUCATION

July 2004 Southwestern University School of Law — Los Angeles, CA
Juris Doctor
Recipient: CALI Excellence Award 2001 –
Legal Writing and Research Appellate Brief

Advanced Training: Arbitration and Mediation — Berlin, Germany

Advanced Litigation Training: Computer Assisted Litigation — Los Angeles, CA

June 1999 University of California, Los Angeles — Los Angeles, CA
Bachelor of Arts
Major - Political Science
Minor - Specialization in Business and Administration

LICENSURE

California Department of Real Estate – Broker Lic. No. 01213421
Texas Real Estate Commission – Broker Lic. No. 595473

SPEAKING ENGAGEMENTS

Law School Admission Council (LSAC)
California Law, Inc.

LANGUAGES

Spanish: speak and read

Pura M Cordero
Email: [redacted]
Telephone: [redacted]
Cellular: [redacted]

CITY OF VISALIA

APPLICATION FOR APPOINTMENT

TO CITY BOARD, COMMITTEE OR COMMISSION

Name of Board, Committee or Commission

Name Maria Fierro

Mailing/ Address [redacted]

Residence Phone 559) [redacted]

Visalia Zip Code 93291 Work Phone 559 [redacted]

Email [redacted] Facsimile

Resident of Visalia for 45 years Visalia Registered Voter: Yes ✓ No

NOTE: Of the contact information provided, please indicate with an asterisk "*" which is the best way to reach you.

TRAINING, EXPERIENCE and/or EDUCATION:

Knowledge in public utilities, roadways, highways and general construction. General understanding in transportation as well as in logistics. Strong communicator and team driven. I enjoy meeting people in and around our community

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
College of Sequoias		no degree

Additional Pertinent Skills, Experience or Interests: Very intrested in bridging gaps in our community and giving more than I take..

Community activities in which you are involved: Member of Visalia First Assembly Member of WAy Out foundation, Coached Youth Basketball.

Current or prior service on a City Board, Committee or Commission: No prior service

mm. 6/29/24

Employment Information:

Present Occupation: Traffic Control Tech.

Name of Firm: State Wide Safety Systems (AWP)

Address: 3049 S Golden State Frontage Road, Fresno

Phone: 559 291 · 8500

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment?

(If yes, please explain in detail any potential conflicts)

YES _____ NO ✓

(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

FIRST choice for Board/Committee/Commission appointment: Citizens

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
Strong intrest in bridging gaps In overall understanding of the public, As well as serve on Committee with integrity	MAKE A diffrence in people around me.

SECOND choice for Board/Committee/Commission appointment: PARKS & RECREATION COMMISSION

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
NONE	Willing to learn. Bring a common sense approach to many things.

THIRD choice for Board/Committee/Commission appointment: Planning Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
NONE	WANTING and willing to learn. Planning is A strong area. I would be a great adittion to Commission.

When completed mail/submit original to: Office of the City Clerk –
City of Visalia
220 N. Santa Fe St.
Visalia, California 93292
CityClerk@Visalia.city

ON OCCASION, BOARD/COMMITTEE/COMMISSION MEMBERS, CITY STAFF, AND/OR THE PUBLIC MAY HAVE NEED TO COMMUNICATE WITH YOU, PLEASE BE SURE TO NOTE ON YOUR APPLICATION THE BEST WAY TO CONTACT YOU (i.e., mailing address, phone number, or email address.)

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

[redacted]
Signature of Applicant

5/29/24
Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

☑Male ☐Female

Ethnic Category: check all categories that apply:

☐White
(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

☐Black
(The category "Black" includes Blacks, Afro-Americans, and persons of Jamaican, Trinidadian, and West Indian descent.)

☑Hispanic
(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

☐American Indian
(The category "American Indian" includes persons who identify themselves, or a re known as such, by virtue of tribal associations, including Alaskan Native.)

☐Asian
(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in the evaluation of your application.

CivicaAssist

Printed on 7/7/2025

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 275294]

Subject Location		Citizen Contact Information	
Street Info:		Citizen Name:	Mario Hernandez
City / Zip		Email:	[redacted]
		Phone1 / Phone2:	
		Address:	
		City, Zip:	Visalia, CA 93292-1779

Request Details [Information provided by Citizen]
Please review the following handbook:

How many years of being a Visalia Resident?:	**33 years**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**CA Department of Corrections & Rehabilitation Retired, Correctional Counselor II Supervisor, Kern Valley State Prison The Correctional Counselor II (Supervisor) will supervise classification staff working with inmates in the Mental Health Deliver System (MHDS), be responsible for monitoring and directing the classification process of inmates, has a key role in ensuring collaboration between custody, nursing, and mental health staff. The CCII will ensure assigned staff are utilizing de-escalation techniques, show a willingness to motivate inmates to attend all out of cell activities, and are collaborating across disciplines. Participates in regularly scheduled facility meetings; represents the captain in administrative staff meetings; completes any assignments delegated from the Warden's. Prepares performance evaluations and conducts formalized training for facility or complex staff etc.**
Education-school, major, graduation date & degree:	**Fresno Pacific University, MA - Leadership Studies 2014 Fresno Pacific University, BA - Criminal Justice 2010**
Additional skills and/or interests:	**Correctional Counselor-I, Kern Valley State Prison Main area of responsibility is to assemble, organize, analyze, and record information necessary for classification and parole planning for prison inmates; to interview and counsel inmates and assist with their adjustment and development or modification of the inmate's program in a correctional setting; to perform peace officer duties as required, and to replace and/or assist custodial staff during emergency situations, such as fights, attempted escapes, or major incidents, such as riots, and to maintain order. Correctional Officer Jul 2001 - Jun 2011, Salinas Valley State Prison Supervise inmates in various housing units and work locations. Respond appropriately to emergency situations. Prepare written reports of incidents. Complete daily inventories and maintain unit logbooks. Respond professionally to inmate requests and ensure all departmental and court mandated programs are implemented. Sergeant, United States Army Reserves, Jul 1995 - Jun 2001 729th Transportation Company, Fresno CA Motor transport operators are primarily responsible for supervising or operating wheel vehicles to transport personnel and cargo.**

Community activities in which you are involved:	**Treasurer - Redwood High School football boosters, 2025-2026**
Service on a City Board, Committee or Commission:	**None Noted**
Present Occupation:	**After 24 years as a public servant, I retired from the California Department of Corrections in May of 2025. Currently, I'm a remote life and health insurance representative with the Jimmy Alvarez State Farm Agency.**
Name of Employer:	**Mario Hernandez**
Work Address:	[redacted]
Work Phone Number:	
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	**Planning Commission**
Applicable qualifications and experience:	**I have never served on any of these committees; however, I have the time and experience to learn the fundamentals of what it takes to be on a planning committee.**
Goals for this appointment:	**My goal is to be present and learn from the senior members of this committee so I can become an ambassador to my community regarding the future planning of the jewel of the valley, Visalia.**
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	
Goals for this appointment:	
Agree or Not Agree:	**Agree**
Male or Female:	**Male**
Ethnic Category:	**Hispanic - includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central, South American or Spanish descent.**

◈ Staff Request Admin

Request ID:	**275294**	Priority:	**Normal**
Received/Entered:	7/3/2025 11:15:15 PM	Status:	**Received**
Target Complete Date:	7/7/2025 11:15:15 PM	Color Flag:	
Actual Complete Date:			
Request Source:	Internet (N)		
Original Assigned Staff:	Dangerfield, Rachel Rivera, Reyna		

◈ Staff / Citizen Action Log

No Staff/Citizen Actions have been added

CITY OF VISALIA

APPLICATION FOR APPOINTMENT

TO CITY BOARD, COMMITTEE OR COMMISSION

Planning Commission

Name of Board, Committee or Commission

Name Jennifer Taglieri

Mailing/Residence Address [redacted]

Residence Phone _____

Visalia Zip Code 93291

Work Phone _____

Email [redacted]

Cell Phone [redacted]

Resident of Visalia for _____ years

Visalia Registered Voter: Yes ☑ No ☐

TRAINING, EXPERIENCE and/or EDUCATION:

My background encompasses over two decades as a California business owner in financial services, providing valuable insights into local economic dynamics and the strategic considerations vital for successful ventures. Additionally, my work as a licensed mental health professional has deepened my understanding of diverse community needs and the importance of collaborative problem-solving. As a bilingual Spanish speaker, I'm further equipped to connect with and understand the varied perspectives within our community. These experiences have honed my analytical skills and my ability to build strong relationships with various stakeholders, preparing me to contribute a balanced, community-focused perspective to the Planning Commission, ensuring Visalia's development thoughtfully addresses both economic vitality and the well-being of all its residents.

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
National University	Counseling Psychology	Master of Arts
University of California Irvine	Psychology & Social Behavior	Bachelor of Arts

Additional Pertinent Skills, Experience or Interests:

My interest extends to understanding how thoughtful land use planning can contribute to economic vitality while also enhancing community well-being and sustainability.

Community activities in which you are involved:

Though new to direct community involvement in Visalia, my past includes active engagement and leadership, serving as an Ambassador for the Eastvale Chamber of Commerce and participating in groups like the Chino Valley Professionals and LeTip. These experiences allowed me to foster local business connections, promote community growth, and build strong professional networks.

Current or prior service on a City Board, Committee or Commission:

Though I haven't served on a Planning Commission before, my two decades as a California business owner and licensed mental health professional have prepared me with highly relevant skills in strategic operations, community engagement, and balanced decision-making. I'm eager to bring this experience and my commitment to public service to the Visalia Planning Commission.

Employment Information:

Present Occupation: **Licensed Mental Health Therapist**

Name of Firm: **Reedley College**

Address: **995 N Reed Ave, Reedley, CA 93654**

Phone: **559-593-3565**

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES ☐ NO ☑
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

FIRST choice for Board/Committee/Commission appointment: Planning Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
My two decades as a California business owner and licensed mental health professional offer a unique and relevant skill set for the Planning Commission. I bring strong analytical and assessment skills, honed by managing complex operations and evaluating diverse community needs, enabling me to thoroughly review proposals and make informed, data-driven decisions. My career emphasizes collaborative relationship-building and effective communication, crucial for navigating public input and fostering consensus. Ultimately, I am deeply committed to community well-being and equitable growth, ensuring Visalia's planning decisions contribute to a vibrant, sustainable future for all residents.	**If appointed, my central goal is to contribute directly to the city's responsible growth and development. I aim to provide informed recommendations to the City Council on land use, building, and subdivisions, ensuring consistent administration of the Zoning Ordinance. Leveraging my experience in understanding diverse community needs and building relationships, I will also champion effective community engagement, ensuring public input thoughtfully shapes Visalia's development and contributes to a balanced, sustainable future for all residents.**

SECOND choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

THIRD choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

[redacted] 07/11/2025

Signature of Applicant Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

☐ Male ☑ Female

Ethnic Category: check all categories that apply:

☑ White
(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

☐ Black
(The category "Black" includes Blacks, Afro-Americans, and persons of Jamaican, Trinidadian, and West Indian descent.)

☐ Hispanic
(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

☐ American Indian
(The category "American Indian" includes persons who identify themselves, or a re known as such, by virtue of tribal associations, including Alaskan Native.)

☐ Asian
(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed mail/submit original to:

Office of the City Clerk
City of Visalia
220 N. Santa Fe St.
Visalia, CA 93292

Jennifer Taglieri, MA, LMFT

☎ [redacted] ✉ [redacted]

PROFESSIONAL SUMMARY

Passionate and community-focused professional with over two decades of experience in business operations and diverse community engagement. Possessing strong analytical, communication (English & Spanish), and interpersonal skills, I am equity-minded with a proven ability to build collaborative relationships with external partners and community organizations. I am eager to apply my comprehensive understanding of community needs and strategic problem-solving to contribute to thoughtful urban planning and sustainable development.

COUNSELING EXPERIENCE

Coordinator of Mental Health Support Services/ Licensed Mental Health Therapist
Reedley College/State Center Community College District *February 2024-Present*

- Manage day-to-day operations of campus mental health support services.
- Provide counseling services, including assessment, therapy, and crisis intervention, addressing student concerns.
- Develop and present workshops for students, as well as staff and faculty, to enhance student success.
- Manage student cases, including referrals to campus and community resources.
- Conduct outreach and programming to promote student wellness and safety.
- Collaborate with diverse campus departments to ensure integrated service delivery and enhance overall community well-being.

Mental Health Counselor *May 2019-March 2022*
Serene Pathways Counseling, Chino, CA

- Conducted intake and assessment services, including collaborative goal setting and support planning.
- Provided trauma-informed and evidence-based counseling services, including safety/risk assessments, crisis intervention, and referrals.
- Managed cases and maintained confidential documentation through electronic health records.
- Collaborated and coordinated with professionals to ensure comprehensive support and referrals.

Mental Health Counselor *January 2015-July 2019*
Chaffey Joint Union High School District, Ontario, CA

- Conducted assessments and established support plans for students, including those with diverse educational needs (e.g., special education).
- Collaborated with educational teams (teachers, administration, staff) across multiple high school campuses, including alternative education settings.
- Provided support and intervention for students with social, emotional, and behavioral concerns.
- Provided crisis intervention, risk assessments, and collaborated with crisis response teams.
- Managed student cases and maintained confidential documentation using electronic health records.
- Connected students and families with community resources.

- Provided individual and group support services to students.
- Developed and implemented support programs, including psychoeducational groups.
- Provided outreach and support to diverse student populations, including English Language Learners.
- Organized and coordinated district-wide initiatives to promote student well-being and connect students with resources across multiple school sites.
- Collaborated on the development of policies and programs to enhance student support.
- Developed assessment and administrative tools for support service programs.

BUSINESS AND MANAGEMENT EXPERIENCE

Client Relationship Manager/Licensed Insurance Agent *September 2002-April 2024*
Grand Conexion Insurance Services, Visalia, CA

- Managed day-to-day operational functions, including service delivery, outreach, and program administration.
- Developed and implemented strategic business plans, ensuring robust community engagement and long-term relationship management
- Conducted risk assessments and provided strategic guidance to diverse populations, demonstrating strong analytical and problem-solving capabilities.
- Built and maintained trusted relationships with clients, partner institutions, and community organizations.

Consultant of Affiliate Relationships *December 2009-April 2024*
Remland Insurance Services, Inc., Orange, CA

- Developed partnership programs with external organizations to expand access to resources and enhance program effectiveness.
- Conducted outreach, facilitated onboarding, and provided training to partner organizations, including contract oversight and management.

LICENSURE

Licensed Marriage and Family Therapist (LMFT122159) California Board of Behavioral Sciences

EDUCATION

- **Master of Arts in Counseling Psychology,** National University, Southern California
- **Bachelor of Arts in Psychology & Social Behavior,** University of California Irvine
- **Associate of Arts in Psychology,** Orange Coast College, Costa Mesa, California

PROFESSIONAL DEVELOPMENT

- Certified Mental Health First Aid Instructor, The National Council for Mental Wellbeing
- Acceptance and Commitment Therapy (ACT) Practice & Consultation Fellowship, University of Chicago
- Gestalt Therapy - Gestalt Associates Training Los Angeles

CivicaAssist

Printed on 7/14/2025

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 275338]

Subject Location		Citizen Contact Information	
Street Info:		Citizen Name:	Kris Bruce
City / Zip		Email:	[redacted]
		Phone1 / Phone2:	
		Address:	
		City, Zip:	Visalia, CA 93291

Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:	**59**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**With 29 years in finance at UPS and 5 years with Western Milling, working in credit and collections for major corporations, I have developed into a research-driven individual, asking why and digging deeper.**
Education-school, major, graduation date & degree:	**AA Business Management, COS - 1999**
Additional skills and/or interests:	**Community-oriented - I've spent my life in Visalia and plan to retire here. Want to do all that I can to keep our city great.**
Community activities in which you are involved:	**Past Board President for United Way of Tulare County with 10+ years of service; Past Board Member of Visalia Police Activities League; Past Member of Women's Leadership Council of United Way of Tulare County**
Service on a City Board, Committee or Commission:	**CAC Committee member for 6+ years, Chair for 2 years; Member of one of the Committees responsible for Measure N**
Present Occupation:	**Retail Finance**
Name of Employer:	**Western Milling LLC**
Work Address:	**31120 West St, Goshen CA 93227**
Work Phone Number:	**559-302-1000**
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	**Planning Commission**
Applicable qualifications and experience:	**After over six years on the CAC, I've come to realize that I want to be more involved in my community.**
Goals for this appointment:	**To participate in maintaining and enhancing the health and vitality of our community.**
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	
Goals for this appointment:	
Agree or Not Agree:	**Agree**
Resume:	View Attachment

Male or Female:	**Female**
Ethnic Category:	**White - includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.**

◈ Staff Request Admin

Request ID:	**275338**	Priority:	**Normal**
Received/Entered:	7/14/2025 3:26:33 PM	Status:	**Received**
Target Complete Date:	7/16/2025 3:26:33 PM	Color Flag:	
Actual Complete Date:			
Request Source:	Internet (N)		
Original Assigned Staff:	Dangerfield, Rachel Rivera, Reyna		

◈ Staff / Citizen Action Log

No Staff/Citizen Actions have been added

[redacted] VISALIA, CA 93291
E-MAIL [redacted]

KRIS BRUCE

OBJECTIVE

To aid in the development of our community

EXPERIENCE

2021 - Present Western Milling LLC Goshen, CA

Retail Accounts Receivable

- Provide Professional and Sincere Customer Service
- External Customer resolution, including escalation customer calls
- Create daily customer invoices
- Communicate and interact effectively with all to ensure customer satisfaction
- Identify and Implement Process Improvement.

1986 - 2019 UPS Visalia, CA

Credit Specialist

- Coach and train new and current employees to meet performance expectations by providing strong leadership and decision-making skills
- Provide Professional and Sincere Customer Service
- Assisting Employees with Resolving Customer Issues
- External Customer resolution, including escalation customer calls
- Perform internal audits
- Oversee daily workflow
- Communicate and interact effectively with department employees, support services and all levels of management to ensure smooth operation of the process
- Identify and Implement Process Improvement
- Set-up and maintain Internal Controls and Procedures
- Effectively monitor and maintain cost, quality, and employee environment of the department.
- Personal training includes Microsoft Office 2013

EDUCATION

2010-2011 Leadership Visalia Visalia, CA

- Leadership Program through the Visalia Chamber of Commerce
- Mission & Purpose
  - To develop knowledge, gain experience and skills for the effective and visionary leadership that will benefit each participant, their workplace, and the community of Visalia
- Reviewed various leadership styles, gained knowledge of a variety of community agencies along with examining local and regional issues

May 1999 College of the Sequoias Visalia, CA

- A.A., Business Management

COMMUNITY ACTIVITIES

2012 – 2019, 2020-2024 United Way of Tulare County Visalia, CA

Board Member

- Governing the organization by establishing broad policies and objectives
  - Board President
  - 1st Vice President for the Executive Committee
  - Finance Sub-committee
  - Review Grant Applications for Affiliates
- Approve annual budgets
- Promote United Way at events

2011 - 2017 City of Visalia Citizens Advisory Committee Visalia, CA

Board Member

- The committee acts as a liaison between the public and the Visalia City Council
  - Committee Chair
  - Community Development Block Grant Committee

2014 Visalia Police Activities League (PAL) Visalia, CA

Board Member

- Organization providing outreach to youth while building bond between youth, Police Officers, and the community
  - Aid in fundraising

2009 - 2011 El Diamante High School Miner Foundation Visalia, CA

Board Director

- Assisted in planning/organizing the annual fundraiser dinner
- Assist in recommending graduating high school seniors for scholarships
- Recommend financial assistance for athletics, school clubs and organizations

CivicaAssist

Printed on 5/13/2025

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 274976]

Subject Location		Citizen Contact Information	
Street Info:		Citizen Name:	Efrain Becerra
City / Zip		Email:	[redacted]
		Phone1 / Phone2:	
		Address:	
		City, Zip:	Visalia, CA 93291

Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:	**24**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**Cultural Heritage Leadership: Gained through over two decades of organizing multicultural programs and events that emphasize the preservation of traditional arts, dress, and customs. Public Policy & Civic Engagement Workshops: Participated in community leadership training focused on local governance, civic planning, and historical advocacy. Event Planning & Site Management Certification: Experience in planning events in historic settings with attention to preservation protocols and cultural sensitivity. Community Education and Outreach Strategies: Training in effective communication and educational engagement techniques for diverse populations, emphasizing the value of historic landmarks and stories.**
Education-school, major, graduation date & degree:	**Relevant Trainings and Certifications – Efrain Becerra Cultural Heritage Leadership: Gained through over two decades of organizing multicultural programs and events that emphasize the preservation of traditional arts, dress, and customs. Public Policy & Civic Engagement Workshops: Participated in community leadership training focused on local governance, civic planning, and historical advocacy. Event Planning & Site Management Certification: Experience in planning events in historic settings with attention to preservation protocols and cultural sensitivity. Community Education and Outreach Strategies: Training in effective communication and educational engagement techniques for diverse populations,**

	emphasizing the value of historic landmarks and stories.
Additional skills and/or interests:	**In addition to my academic and professional background, I bring a wide range of skills and passions that enrich my contributions to the community. I am an experienced public speaker, event coordinator, and cultural educator with over 25 years of experience in dance instruction, theatrical production, and artistic direction. In my free time, I enjoy historical research, cosplay—often portraying iconic characters like Batman and Wolverine—creative arts, and exploring local history through travel and photography. I am deeply committed to civic engagement and regularly attend Visalia City Council meetings to stay informed and involved in local decisions. I strive to maintain respectful and professional relationships with all five council members, prioritizing unity, transparency, and a shared vision for the city. I care deeply about the future of Visalia and aim to serve in ways that preserve its heritage while fostering inclusive growth.**
Community activities in which you are involved:	**As an active community member in Visalia, I have dedicated myself to uplifting and connecting diverse groups through service, education, and cultural engagement. I have led and organized multicultural events, volunteered with local nonprofits, and supported youth and family-focused initiatives. My work includes mentoring students, advocating for animal welfare, and contributing to cultural awareness programs during Hispanic Heritage Month and other civic celebrations. I also support neighborhood beautification efforts and have collaborated with local organizations to create inclusive, vibrant community spaces. My passion for the city extends to attending city council meetings consistently and advocating for transparency, inclusion, and preservation. I maintain a professional presence and open line of communication through my LinkedIn profile: www.linkedin.com[redacted] where community members and colleagues can learn more about my experience, values, and ongoing initiatives.**
Service on a City Board, Committee or Commission:	**I have proudly served the City of Visalia through consistent civic engagement and volunteerism. I attend every city council meeting to stay informed about ongoing issues, policies, and development plans affecting our community. My approach is rooted in fairness and collaboration, as I strive to maintain positive, unbiased relationships with all five council members while advocating for transparency and inclusivity. I have partic**

Staff Request Admin

Request ID:	**274976**	Priority:	**Normal**
Received/Entered:	5/7/2025 9:02:30 PM	Status:	**Received**
Target Complete Date:	5/9/2025 9:02:30 PM	Color Flag:	
Actual Complete Date:			
Request Source:	Internet (N)		

Original Assigned Staff:	Dangerfield, Rachel Rivera, Reyna

◆ Staff / Citizen Action Log

No Staff/Citizen Actions have been added

Efrain Becerra

Visalia, California | [redacted] | (555) [redacted] LinkedIn
[redacted]

Professional Summary

Dynamic community leader, educator, and entrepreneur with over 25 years of experience in cultural arts, education, and event coordination. Proven track record in managing diverse teams, spearheading community initiatives, and advocating for heritage preservation and public accountability. Was a Visalia City Council District 1 with a mission to amplify local voices, prioritize child safety, and ensure responsible use of city funds.

Professional Experience

Founder & Director – AMELAT Dance Company

Visalia, CA | 2007 – Present

- Established and currently manage an international dance company promoting cultural unity through folkloric performance.
- Directed over 100 dancers from various cultural backgrounds across North America, South America, the Caribbean, Africa, Asia, and Europe.
- Developed costume inventory systems, event logistics, and team leadership protocols.
- Spearheaded community performances for festivals, schools, and cultural nights, reinforcing Visalia's multicultural identity.

Owner – Event Planning & Decor Business

Visalia, CA | 2010 – Present

- Operate a private business specializing in high-end event planning and artistic decoration for weddings, community events, and cultural galas.
- Coordinate with vendors, design teams, and clients to execute visually impactful events while staying within budget.
- Recognized for creativity, attention to detail, and commitment to client satisfaction.

Social Studies & Political Science Teacher

Visalia, CA | Various Schools | 2015 – Present

- Design and implement curriculum rooted in civic engagement, history, and government.
- Empower students with critical thinking skills and knowledge of political systems.
- Advocate for inclusive education practices, particularly for underrepresented communities.

Community Leadership & Civic Engagement

Candidate – Visalia City Council, District 1

2024

- Campaigning to bridge the gap between city governance and local residents.
- Prioritize child safety, responsible spending, heritage conservation, and animal welfare.
- Engage regularly in community forums, Hispanic heritage celebrations, and city-wide cultural initiatives.

Volunteer & Cultural Advocate

- Speaker at community and women's forums promoting inclusivity, public service, and education.
- Organizer of multicultural festivals, including Hispanic Heritage Month events.
- Supporter of local animal shelters, advocating for adoption over euthanasia.

Education

Brigham Young University–Idaho
Bachelor's Degree in Education, Minor in Social Studies/HIstory
Rexburg, ID | 2010 – 2012

College of the Sequoias
General Education & Transfer Studies
Visalia, CA | 2007 – 2009

Additional Skills

- Bilingual: English & Spanish
- Public Speaking & Advocacy
- Cultural Program Development
- Education /HIstory Education
- Community Outreach & Grant Writing
- Political Strategy & Campaign Management
- Artistic Design, Dance Instruction, & Cosplay (Batman & Wolverine) special events

Committee's and Commissions Application
Supplemental Information
Efrain Becerra

Schooling
Bringham Young University, Idaho
University Studies, Composite Education – Emphasis in History, B.A.

Employment Information
Caregiver (present)
Maxim Healthcare Services, 6051 N. Fresno Street, Suite 102, Fresno, CA 93710
Phone Number: (559) 224-9078
Caregiver experience of 10 years

Substitute teacher (present)
Tulare County Office of Education, 6200 South Mooney Boulevard, Visalia, CA 93277
Phone Number: (559) 733-6300

Conflict of Interest
No conflicts of interest.

Choice of Committee
1st – Historic Preservation Advisory Committee
2nd – Parks & Recreation Commission
3rd – Any other open committee/commission

Certification
Agree with statement.

Gender Identification
Male

Ethnic Category
Hispanic – Mexican descent

To Whom It May Concern,

It is my pleasure to recommend Efrain Becerra for your organization. He is a passionate individual, able to organize and lead groups with precision and care. I have known Efrain for over 10 years as a mentor within our church organization. During this time, I have been consistently impressed with his enthusiasm for cultural activities and his care and concern for the well-being of others.

Efrain consistently demonstrated a strong commitment to executing planned events on time and an exceptional ability to inspire team members to perform to the best of their ability. His technical expertise of the culture of most Hispanic nations was particularly noteworthy, and consistently played a key role in annual multi-cultural activities.

I was particularly impressed by Efrain's knowledge of native cultural dances. For instance, he was able to instruct, lead, and even participate in dances from several countries and cultures within succession during the events.

Efrain is always eager to learn and take on new challenges, and he consistently exceeds expectations. I am confident that he will be a valuable asset to your organization or program.

I recommend Efrain to your organization. Please do not hesitate to contact me if you have any further questions.

Sincerely,

Geoff Howard
Stake President, The Church of Jesus Christ of Latter-day Saints (2013-2022)
Email: [redacted]
Cell #: [redacted]

CivicaAssist

Printed on 12/9/2024

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 274284]

◈ Subject Location

Street Info:
City / Zip

◈ Citizen Contact Information

Citizen Name: Luis Valencia
Email: [redacted]
Phone1 / Phone2:
Address:
City, Zip: Visalia, CA 93291

◈ Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:	**20**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**AD, Coach and Teacher**
Education-school, major, graduation date & degree:	**Credentialed Teacher**
Additional skills and/or interests:	**Active in adult sports and youth coaching**
Community activities in which you are involved:	**Youth sports**
Service on a City Board, Committee or Commission:	**N/A**
Present Occupation:	**CDCR Teacher**
Name of Employer:	**CDCR**
Work Address:	**900 Quebec Ave**
Work Phone Number:	**559-992-7100**
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	**Parks & Recreation Commission**
Applicable qualifications and experience:	**Youth Sports, Coaching, and participating**
Goals for this appointment:	**Utilize my skills and connections to better our park and recreation for the city of Visalia.**
Second Choice for City Board/Committee/Commission:	**Planning Commission**
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	
Goals for this appointment:	
Agree or Not Agree:	**Agree**
Resume:	View Attachment
Male or Female:	**Male**
Ethnic Category:	**Hispanic - includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central, South American or Spanish descent.**

◈ Staff Request Admin

Request ID:	**274284**	Priority:	**Normal**
Received/Entered:	12/9/2024 2:40:45 PM	Status:	**Received**
Target Complete Date:	12/11/2024 2:40:45 PM	Color Flag:	
Actual Complete Date:			
Request Source:	Internet (N)		
Original Assigned Staff:	Dangerfield, Rachel Gomez, Jennifer		

Staff / Citizen Action Log

No Staff/Citizen Actions have been added

CivicaAssist

Printed on 7/14/2025

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 275331]

Subject Location		Citizen Contact Information	
Street Info:		Citizen Name:	Nathanial Merriweather
City / Zip		Email:	[redacted]
		Phone1 / Phone2:	
		Address:	
		City, Zip:	Visalia, CA 93291

Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:	**37**
Are you a Visalia Registered Voter?:	**Yes**
List any training and/or experience:	**Mechanical engineer,Project manager, project estimator, sales &service. Certified welder, controls and instrumentation level II, Sunday school director. Husband and father of 2 married to my high school sweetheart from Golden West.**
Education-school, major, graduation date & degree:	
Additional skills and/or interests:	
Community activities in which you are involved:	**Sunday school director. In the past coached for little league and my wife served on the little league council.**
Service on a City Board, Committee or Commission:	
Present Occupation:	**Senior Boiler Division Manager**
Name of Employer:	**Emcor**
Work Address:	**5594787596**
Work Phone Number:	**5594787596**
Potential Conflicts:	**No**
If Yes, explain in detail any potential conflicts:	
Applicable qualifications and experience:	**42 years of common sense. Started working at 18in a boiler shop sweeping floors, worked all they way up to leading and directing crews and company, assisting engineers overcome there problems.**
Goals for this appointment:	**Make Visalia a better place. The place I remember from my childhood**
Second Choice for City Board/Committee/Commission:	**Planning Commission**
Applicable qualifications and experience:	**42 years of common sense. Started working at 18in a boiler shop sweeping floors, worked all they way up to leading and directing crews and company, assisting engineers overcome there problems.**
Goals for this appointment:	**Make Visalia a better place. The place I remember from my childhood**
Third Choice for Board/Committee/Commission:	**Planning Commission**
Applicable qualifications and experience:	**42 years of common sense. Started working at 18in a boiler shop sweeping floors, worked all they way up to leading and directing crews and company, assisting engineers overcome there problems.**

Goals for this appointment:	**Make Visalia a better place for my grandkids**
Agree or Not Agree:	**Agree**
Resume:	View Attachment
Male or Female:	**Male**
Ethnic Category:	**White - includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.**

Staff Request Admin

Request ID:	**275331**	Priority:	**Normal**
Received/Entered:	7/14/2025 5:45:57 AM	Status:	**Received**
Target Complete Date:	7/16/2025 5:45:57 AM	Color Flag:	
Actual Complete Date:			
Request Source:	Internet (N)		
Original Assigned Staff:	Dangerfield, Rachel Rivera, Reyna		

Staff / Citizen Action Log

No Staff/Citizen Actions have been added

Nathan Merriweather
[redacted] Visalia, CA 93291
Phone: ([redacted] Email: [redacted]

PROFESSIONAL SUMMARY



Accomplished Senior Service Technician and Technical Sales Professional with over 22 years of experience in the industrial boiler industry. Expert in project management, system troubleshooting, equipment installation, and technical sales, with a demonstrated history of delivering top-tier customer service and results. Proven ability to lead teams, manage complex projects, and execute high-quality boiler installations and repairs. Committed to continuous professional development through hands-on experience and ongoing factory training to stay at the forefront of industry advancements.

KEY SKILLS & CERTIFICATIONS

- Project Management (Boiler Installations & Repairs)
- Technical Sales & Client Relationship Management
- Budgeting & Resource Allocation
- Team Leadership & Mentorship
- System Diagnostics & Troubleshooting
- Boiler Maintenance & Installation
- Safety Compliance & Regulatory Standards
- Strong Communication & Negotiation Skills
- Process Improvement & Efficiency Optimization
- Technical Sales & Project Management
- Low Nox Tuning
- Boiler Startup & Commissioning
- Boiler rebuilds & Code Repairs
- CRM's; FX,ST & Pipe Drive
- Electrical & Mechanical Troubleshooting
- Factory-Trained in Fireye Nexus, Oilon Burners, Rosemount Transmitters, Powerflame, Siemens LMV, Riello Burners, RBI, Lockinvar, Cleaver Brooks, Hurst, Superior, Webster burners and more

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PROFESSIONAL EXPERIENCE

California Boiler
Senior Technical Sales & Project Management
September 2021 – Present

- Led project management for boiler installations, including engineering and coordination of system repairs.
- Provided technical sales support, contributing to revenue growth by quoting and securing projects.
- Development professional relations with Vendors and Contractors that lead to revenue gains
- Developed budgets and outlines for yearly projections
- Created SOPs for sales division
- Created innovative ways to be profitable and raise GM's.

Bay city Boiler
Senior Service Technician / Technical Sales & Project Management
September 2021 – January2022

- Performed system troubleshooting, installations, and repairs for water and steam systems.
- Led project management for boiler installations, including engineering and coordination of system repairs.
- Provided technical sales support, contributing to revenue growth by quoting and securing projects.
- Conducted startup procedures and commissioning for new equipment.

Industrial Boiler & Mechanical
Senior Service Technician / Technical Sales & Project Management
June 2015 – September 2021

- Performed system troubleshooting, installations, and repairs for water and steam systems.
- Led project management for boiler installations, including engineering and coordination of system repairs.
- Provided technical sales support, contributing to revenue growth by quoting and securing projects.
- Conducted startup procedures and commissioning for new equipment.

RF Macdonald
Service Technician
March 2008 – June 2015

- Provided immediate on-call service and technical support, handling complex system troubleshooting and repairs.
- Specialized in low NOx tuning and optimizing boiler efficiency.
- Excelled in technical sales, consistently surpassing sales targets and successfully quoting projects.
- Gained valuable factory training that accelerated expertise in the field.

California Boiler
Boilermaker / Service Technician
2002 – March 2008

- Developed foundational skills in pipe fitting, tube replacement, refractory installation, and annual maintenance.
- Led teams in complete boiler and equipment installations, managing job layouts and ensuring project completion.
- Advanced to on-call service technician, troubleshooting and maintaining various boiler systems.

EDUCATION & TRAINING

- **Factory Trained**: Fireye Nexus, Oilon Burners (2018)
- **Factory Trained**: Rosemount Transmitters (2017)
- **Factory Trained**: CB Hawk, CB Electrical, Clearfire, Fulton Pulse (2010-2015)
- **Factory Trained**: Maxon Smartlink (2021)
- **Factory Trained**: Riello Burners & Boilers (2022)
- **Factory Trained**: Powerflame, Siemens LMV, RBI (2006-2008)

PERSONAL INTERESTS

- Active in Children's Ministry
- Family time, including camping, fishing, and baseball
- Drumming and outdoor activities

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0252 **Agenda Date:** 8/4/2025 **Agenda #:** 1.

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

Visalia City Council

Staff Report

File #: 25-0224 **Agenda Date:** 8/4/2025 **Agenda #:** 2.

Agenda Item Wording:
Valley Strong Stadium Clubhouse - Accept the Construction Proposal for Phase 2, Task 2 - Clubhouse & Related Site Work by the Design-Builder, 4CGlobal, Inc. dba 4Creeks Build for a lump sum amount of $3,222,783.52, appropriate $1,335,324 from the Baseball Fund and transfer funds in the amount of $298,700 from existing projects.

Prepared by:
Rebecca Keenan, Senior Civil Engineer, 713-4541; Rebecca.Keenan@visalia.city
Christopher Crawford, City Engineer, 713-4331; Chris.Crawford@visalia.city
Jason Huckleberry, Eng & Bldg. Director, 713-4495; Jason.Huckleberry@visalia.city

Department Recommendation:
Staff recommends that the City Council accept the Construction Proposal for Phase 2, Task 2 - Clubhouse & Related Site Work by the Design-Builder, 4CGlobal, Inc. dba 4Creeks Build for a lump sum amount of $3,222,783.52, appropriate $1,335,324 from the Baseball Fund and transfer funds in the amount of $298,700 from existing projects as outlined in the report.

Summary:
This project will expand and retrofit the existing clubhouse at the Valley Strong Stadium (Recreation Park Baseball Stadium) to comply with Minor/Major League Baseball (MiLB/MLB) requirements. The proposed improvements will expand the existing 6,130 square foot (SF) clubhouse to approximately 7,530 SF, demolish the existing 1,920 SF batting cage/pitching tunnel, and replace it with a 5,804 SF pitching facility. The new batting cage/pitching facility will include a 4,200 SF tunnel, with the remaining space allocated for a weight room, equipment storage room, and team storage room (MLB club).

At this time, as per their design-build agreement, 4Creeks has prepared a lump sum cost proposal of $3,222,783.52, for Phase 2, Task 2 - Clubhouse & Related Site Work. This is the last remaining phase of the current Valley Strong Stadium project. The project is further described below.

Background Discussion:
In 2021, Ewing Cole prepared an audit report of the ballpark which graded the facilities, including the clubhouse, to determine if they are in compliance with MiLB/MLB requirements. Several features around the park received grades less than the standard cutoff, including the clubhouse. In order to achieve compliance, this project will construct a 1,400 square foot (SF) addition to the existing 6,130 square foot (SF) clubhouse and remodel the existing space, for a total clubhouse area of 7,530 SF. The improvements will provide home and visiting facilities in accordance with MiLB/MLB standards, and will include the following features:

Task 2 - Clubhouse & Related Site Work Components:

- Demolition, clearing, and grubbing of existing batting cage location and impacted facilities,

such as the existing hardscape and steel picket fencing, as needed.
- Demolition of surrounding hardscape as needed to provide accessibility around the outside of the clubhouse.
- Trenching and patch back for electrical feeds, remove existing lighting & footings as needed.
- New curb, gutter, sidewalk and pavement modifications related to ADA accessibility.
- Storm drain improvements related to the clubhouse expansion.
- New trash enclosure, gates, and fencing, as needed.
- New electrical lines and system.
- New bus drop off/pick up location, including new striping and detectable warning surface.
- New home dining space, visitor dining, and club house office.
- Existing facility will be altered to provide additional restrooms, visiting coaches' lockers, manager's office, lockers, and training rooms.
- Landscaping
- Minor parking lot signage & striping

The project will also include all required site improvements in the vicinity of the clubhouse, including ADA upgrades, electrical and plumbing upgrades, fire department upgrades, and solid waste improvements.

At the March 3, 2025, City Council meeting, City Council accepted the Phase 2, Task 1 proposed cost for the batting cage for the lump sum amount of $1,867,198.84. In addition, staff updated the overall project budget to include a possible cost increase of $250,000 related to the site electrical system. Since the clubhouse was still under design at that time, the team was hopeful that other options could be developed to minimize the electrical cost increases. Unfortunately, the overall electrical design for the project is now complete, and the existing electrical infrastructure will have to be upgraded from the existing distribution panel near the main switchboard at Giddings street. This will require installation of a significant amount of conduit, and installation of several new panels to serve both the clubhouse and the new batting cage. The current proposed construction cost includes these electrical improvements

4CG solicited construction bids for Phase 2, Task 2 - Clubhouse & Related Site Work between May 6 - June 3, 2025. However, the bids came in at $4,100,000, which was 44% higher than the preliminary engineer's estimate of $2,847,216.18 reported to Council at the March 3, 2025, meeting for this phase. Subsequently, 4CG met with city staff and First Pitch Entertainment (FPE) to develop several value engineering (VE) revisions that could lead to cost savings. The main value engineering revisions included a reconfiguration of the site layout to minimize impacts to the existing pavement and concrete flatwork; selection of more economical interior tile surfaces; and an option for the contractor to use either steel or wood structural metal studs. These, and other minor VE revisions were incorporated into a new bid package, and Phase 2, Task 2 was re-issued for bids on June 25th, 2025. A new bid in the amount of $3,222,783.52 was presented to City staff and FPE on July 28, 2025. Through much effort and hard work, 4CG was able to bring the price down by $877,216.48, a decrease of 21% from the previous bid. This was achieved through a combination of the VE scope changes and through engaging many more qualified bidders that were more competitive. The new bid number is now only 13% higher than the preliminary engineer's estimate from the March 3, 2025, Council meeting. 4CG, City staff, and FPE have reviewed the new bid package, and mutually agree that there are no other recommended value engineering opportunities to reduce the cost. Further

revisions would result in a decreased building size, which could compromise compliance with MiLB/MLB requirements; or result in sub-par finishes that could result in future maintenance issues.

There are additional FPE requested items that will be needed for a compliant facility, which are not included in the 4CG bid as submitted. There will be a need to include appropriate furniture, fixtures, and equipment (FF&E) for the clubhouse, including lockers, washer and dryers, and other items as specified in the attached document), and in addition, some miscellaneous features at the batting cage including cage netting, 2 turf mounds, and turf. Staff has included an estimated cost for the FF&Es in the updated budget shown below and proposes processing the netting, mounds, and turf from the construction contingency line item shown in the table below. At this time, staff and FPE are still working through the actual breakdown of the financial, maintenance, and replacement responsibilities for the FFE items, but the amount is not expected to be greater than the amount shown in Table 1 below. The City and FPE have mutually agreed to set a 30-day deadline for this FFE agreement to be completed and further agree that no FFE items will be included or be ordered if it has not been been finalized in 30 days, including a plan for any budget overages to be paid prior to building occupation.

TABLE 1
Clubhouse & Batting Cage Project Summary - CP0758

Current Project Budget - CP0758	**$4,342,028**
Design	**Cost**
Design Builder (including topographic survey)	$431,500
Long Lead Batting Cage Design	$35,000
Design Subtotal:	**$466,500**
Construction	
Task 1 - Batting Cage (previously awarded)	$1,867,198.84
Task 2 - Clubhouse (this award)	$3,222,783.52
Furniture, Fixtures, & Equipment (FF&E) est.	130,000
Construction Contingency (4.5%)	$235,700
Construction Subtotal:	**$5,455,682.36**
Construction Support	
Materials Testing, Special Inspections	$53,870
Construction Support Subtotal	**$53,870**
Grand Total Clubhouse & Batting Cage	**$5,976,052**
Current Amount Budgeted	**$4,342,028**
Potential Deficit	**-$1,634,024**

Fiscal Impact:
Although this project shows a deficit, this is one of three projects covered under the agreement that was executed in 2024 between the City of Visalia and First Pitch Entertainment, LLC. That agreement covered projects related to upgrading the sports lighting to LED (recently completed); the Outfield Wall/Padding/Batter's Eye (construction awarded at the May 5, 2025, Council meeting); and

the Clubhouse/Batting Cage (this project). An overall budget update of these three projects is shown below in Table 2.

TABLE 2
Valley Strong Ballpark 3-Project Cost Summary

CP0642 - Lighting Final Cost Budget	**$964,000**
"MiLB Lighting Upgrades LED upgrade 8 poles + Accent Lighting 4 poles FINAL COST"	$845,118.82
Lighting Total:	**$845,200**
CP0642 Balance	**$118,800**
CP0641 - Outfield Fence & Batter's Eye Estimate Budget	**$1,355,600**
Bid Award Amount	$915,000
Change Order No. 1	-$31,500
Construction Contingency (10%)	$88,400
Support Costs	$203,800
Outfield Fence & Batter's Eye Total:	**$1,175,700**
CP0641 Balance	**$179,900**
CP0758 - Clubhouse & Batting Cage Estimate Budget	**$4,342,028**
Construction Cost	$5,089,982.36
FF&Es	$130,000
Construction Contingency (4.5%)	$235,700
Support Costs	$520,370
Clubhouse & Batting Cage Total:	**$5,976,052**
CP0758 Balance	**-$1,634,024**
Transfer from CP0642 & CP0641 to CP0758	$298,700
Additional Appropriation to CP0758	$1,335,324
CP0758 New Budget	***$5,976,052***
Estimated Budget Total 3 Projects	**$7,996,952**
COV - FPE Contract Budget	$7,656,698
Balance	-$340,254
City Share	$170,127
FPE Share	$170,127

In an effort to control costs, this updated budget includes a moderate, non-standard construction contingency for the clubhouse & batting cage project (CP0758) of $235,700, which is 4.5% of the total construction bid, instead of the standard 10%. This contingency amount is the amount included in the March 3, 2025, Council staff report, and City staff, FPE, and 4CG have agreed to work together to adhere to it. Should extraordinary unforeseen conditions be encountered, staff will return to

Council to request any additional appropriations.

Authorization of the actions recommended in this staff report will require an additional appropriation of $1,335,324 from the baseball fund. However, it should be noted that of this amount, $995,070 was never appropriated from the agreement with First Pitch Entertainment for the MLB ballpark updates. In addition, there were some savings from the other two projects that were included in the agreement (Lighting and Outfield Fence/Batter's Eye) that will be transferred to this project in the amount of $298,700 as shown in Table 3 below.

TABLE 3

COV/FPE Contract Amount	**$ 7,656,698**		
Projects	**Current Budget**	**Budget transfer**	**Proposed Budget**
* Lighting Project (CP0642)	964,000	(118,800)	845,200
* Outfield fence & Batters Eye (CP0641)	1,355,600	(179,900)	1,175,700
* Clubhouse & Batting Cage (CP0757)	4,342,028	298,700	4,640,728
Total Budget	**$ 6,661,628**	**$ -**	**$6,661,628**
Remaining in Contract to be Appropriated			**$995,070**
Total Appropriation Per Contract			**$7,656,698**
Additional Project Funding Required*			**$340,254**

Note: Per Agreement with FPE, any increase up to $2 million will be split 50/50. FPE share will be reimbursed to the City.

The overall budget reflects the most recent costs received by the Outfield Fence & Batter's Eye contractor, Forcum Mackey; and the costs received from the Clubhouse & Batting Cage Design-Builder, 4CGlobal. And, although the outfield fence construction cost came in lower than the engineer's estimate, the cost for the clubhouse has increased by $375,567.34 over the amount reported at the March 3, 2025, City Council meeting. This increase is attributable to ongoing industry-wide rising construction costs related to materials and labor; and to the previously reported unforeseen electrical upgrades. Overall, the costs result in a potential deficit of -$340,254, which would be split, 50% - City and 50% - First Pitch Entertainment, or $170,127 each.

It should be noted that despite these increases, the total cost for the two projects will not be known until construction is complete. As can be seen in Table 2, both project budgets include contingencies to be used if any unforeseen conditions are encountered. So far, there has been one change order issued in the amount of $23,198.51, related to Task 1, batting cage. This change order, which is less than 0.5% of the construction cost, was needed to relocate an unforeseen domestic water line that was encountered under the batting cage building footprint. In addition, staff estimates that a 2nd change order will be needed for the batting cage netting, 2 turf mounds, and turf. These items were not included in the original batting cage bid and staff estimates that cost will be approximately

$56,000 to add those in as an Owner requested change. With these two change orders, the contingency balance is estimated at $156,501.49 from what is shown in the tables above. Staff will continue to work with the Design-Builder to minimize construction change orders and reduce impacts to the available contingency as feasible. At the end of the project, any remaining contingency amount will be applied to the estimated deficit identified in this report.

Going forward, the Design-Builder will start the ordering of materials and making preparations to start the clubhouse construction by September 2, 2025, which is when the Rawhide Team will be done using the facility.

Prior Council Action:
May 5, 2025: The City Council authorized the City Manager to sign a construction contract with Forcum/Mackey Construction Inc., in the amount of $915,000 for the Valley Strong Ballpark Outfield Fence & Batter's Eye Replacement Project.

March 3, 2025: The City Council accepted the construction proposal for Phase 2, Task 1 - Batting Cage & related site work by the Design-Builder, 4CGlobal, Inc. Build for a lump sum amount of $1,867,198.84.

February 3, 2025: The City Council authorized the City Manager to execute an emergency Progressive Design-Build agreement with 4CGlobal, Inc. dba 4Creeks Build, Inc. for an amount to be determined; and to authorize the City Manager to award the construction management services to Vanir Construction Management, Inc. in the amount of $221,150.

October 7, 2024: The City Council authorized the City Manager to execute a professional services agreement with 4Creeks, Inc., as a sole-source provider, for the design of the expansion and remodel of the clubhouse at the Valley Strong Stadium, in the amount of $420,000; to procure limited construction materials through 4Creeks during the design phase in an amount up to $1,100,000; and to appropriate $4,342,028 from the baseball fund.

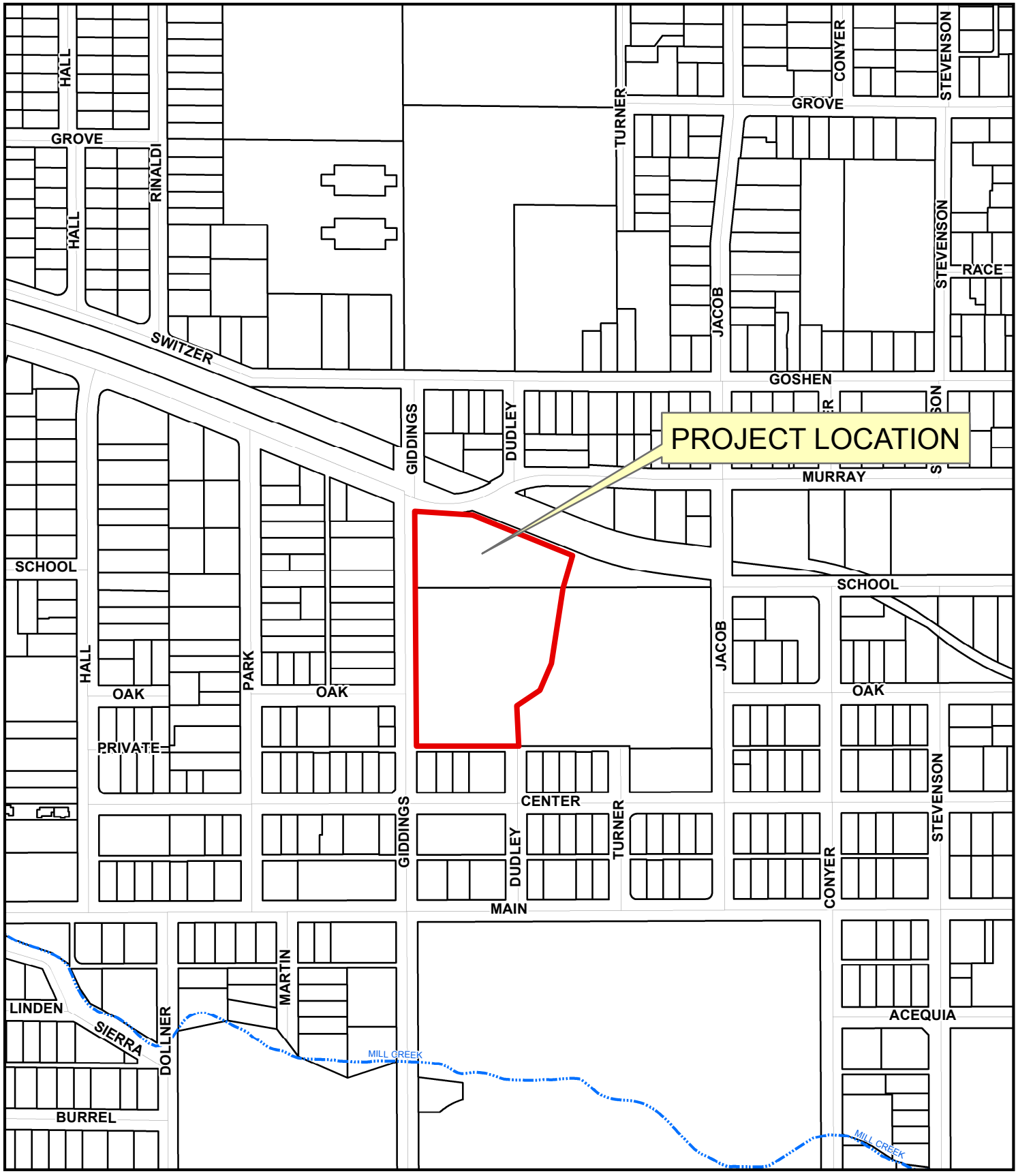
Other: None

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to accept the construction proposal for Phase 2, Task 2 - Clubhouse & Related Site Work by the Design-Builder, 4CGlobal, Inc. dba 4Creeks Build for a lump sum amount of $3,222,783.52, appropriate $1,335,324 from the Baseball Fund and transfer funds in the amount of $298,700 from existing projects.

CEQA Review: Environmental Document No. 2024-18, Notice of Exemption was filed at the Tulare County Assessor/Cleark-Recorder's Office on May 9, 2024.

Attachments:
1. Location Map
2. 4CGlobal, Inc. dba 4Creeks Build Ownership Disclosure
3. Phase 2, Task 2 - Clubhouse & Related Site Work Proposal
4. Agreed upon FF&E Matrix



N

LOCATION MAP
RECREATION PARK BASEBALL STADIUM
CLUBHOUSE & PITCHING TUNNEL
EXPANSION & REMODEL

DISCLOSURE STATEMENTS

The following disclosure & 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

4Creeks

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

324 S. Santa Fe St., Visalia, CA 93291

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:

CEO: Matthew Ainley	CPO: Molly Muirhead	Director: David De Groot
COO: Joel Alipaz	CMO: Eric Riley	Director: Rose Morgan
CFO: Cody Smith	Director: Randy Wasnick	No stockholders over 10%

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known 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:

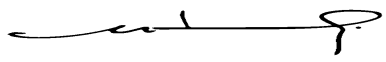
Council Member(s) Name	Date of Contribution(s)

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.

4Creeks

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



Signature of Company Authorized Individual

Matthew Ainley

Print or Type Name of Authorized Individual

Project: Rawhide Clubhouse Remodel Phase 2
Address: Visalia
Owner: City of Visalia

Date: 7/28/2025
Project SF: 7530
Drawings Date: 6/20/2025

Division	Description		Cost/SF	% of Total		Total Cost
1	General Requirements	$	29.11	7%	$	219,185.76
2	Site Construction	$	45.15	11%	$	340,017.00
3	Concrete	$	27.06	6%	$	203,790.00
4	Masonry	$	12.67	3%	$	95,421.02
5	Metals	$	6.14	1%	$	46,246.00
6	Wood and Plastics	$	41.38	10%	$	311,602.00
7	Thermal and Moisture Protection	$	38.96	9%	$	293,368.00
8	Doors and Windows	$	13.95	3%	$	105,074.00
9	Finishes	$	34.40	8%	$	259,032.00
10	Specialties	$	5.23	1%	$	39,384.00
11	Equipment	$	-	0%	$	-
12	Furnishings	$	-	0%	$	-
13	Special Construction	$	-	0%	$	-
14	Conveying Systems	$	-	0%	$	-
15	Mechanical	$	76.76	18%	$	578,031.00
16	Electrical	$	51.69	12%	$	389,202.00
	Subtotals				$	2,880,352.78
	General Liability Insurance				$	28,803.53
	Builder's Risk Insurance				$	12,961.59
	Performance & Payment Bond				$	34,564.23
	Subtotals				$	2,956,682.13
	Fee and Overhead				$	266,101.39
	Contingency	0%			$	-
	Total	$	427.99		**$**	**3,222,783.52**

Attachment 4

CLUBHOUSE FFE - See Plan Sheet A2.3 for Layout				
		FFE TO BE PROVIDED BY:		
ITEM DESCRIPTION	ESTIMATED COST	COV CONTRACT	FPE	D'BACKS
Home Trainer Desk	$90		$90	
Chairs for Home Trainer	$100		$100	
Home Training Tables	$0			X
Home Whirlpools	$0			X
Home Hydrocollator	$2,000		$2,000	
Home Scale	$0			X
Home Stationary Bike	$0			X
HomeTraining Sink	$500	$500		
Home staff Weight room lockers	$0			X
Home strength chair	$100		$100	
Home strength desk	$90		$90	
Home Fridge & Freezer	$1,000	$1,000		
Mini Fridges	$0			X
Home Dining Sinks	$500	$500		
Home Dishwasher	$750	$750		
Home Microwave	$100		$100	
Tables for Home commissary	$600		$600	
Chairs for home commissary	$465		$465	
Chairs for Home Lockers	$1,860		$1,860	
Couches for Home Clubhouse	$2,250		$2,250	
Sink for laundry facility	$500	$500		
Home Chairs for coaches	$700		$700	
Home coaches desks	$450		$450	
Home Office Chairs for Manager	$100		$100	
Home manager desks	$90		$90	
Home manager recliners	$800		$800	
Chairs for clubhouse manager, asst., video	$200		$200	
Chairs for conference room	$800		$800	
Conference room table	$800		$800	
Chairs for Visiting Lockers	$1,860		$1,860	
Couches for Visiting Clubhouse	$2,250		$2,250	
Visiting Fridge & Freezer	$1,000	$1,000		

Visistor Dining Sinks	$500	$500		
Visitor Dishwasher	$750	$750		
Visitor Microwave	$100		$100	
Tables for visiting commissary	$600		$600	
Chairs for visiitng commissary	$465		$465	
Chairs for Visiting Trainer	$100		$100	
Visiting Trainer Desk	$90		$90	
Visiting Training Tables	$0			X
Visiting Whirlpools	$0			X
Ice Machines	$1,500		$1,500	
Visiting Hydrocollator	$2,000		$2,000	
Visitor Training Sinks	$500	$500		
Visiting Chairs for coaches	$700		$700	
Visiting coaches desks	$360		$360	
Visiting coaches office lockers	$0			
Visiting Office Chairs for Manager	$100		$100	
Visiting manager desk	$90		$90	
Visiting manager locker	$0			
Visiting manager recliners	$800		$800	
Visitor Laundry Room Sink	$500	$500		
Female Staff facility chairs	$186		$186	
Female staff facility lockers	$0			
Clubhouse Lockers	$50,000	$50,000		
Commercial Washer & Dryer	$60,000	$60,000		
		COV Contract	**FPE**	
Breakdown Totals	**$139,296**	**$116,500**	**$22,796**	
	Anticipated 10% Overhead	**$11,650**		
	Contract FFE Total	**$128,150**		
	FFE Budget Total	**$130,000**		

Construction Contingency Items - Add as a Change Order	
Addition of Batting Cage Netting	$45,000
2 Turf Mounds	$4,500
Batting Cage Turf	$6,500
	$56,000

*Maintenance and replacement agreements to be reviewed and agreed to between COV & FPE within 30-days

Visalia City Council

Staff Report

File #: 25-0232 **Agenda Date:** 8/4/2025 **Agenda #:** 3.

Agenda Item Wording:
Developer Reimbursement Agreement and Appropriation of Funds - Authorize the City Manager to execute the reimbursement agreement with Visalia Parkway Partners Inc., for Visalia Parkway Phase 2 widening from west of Dans Lane to Woodland Street, in the amount of $3,281,799.52 with modified payment terms; and further authorize the additional appropriation of $1,788,400 from the Transportation Impact Fee Fund.

Prepared by:
Sarah MacLennan, Assistant Engineer, sarah.maclennan@visalia.city, (559) 713-4271
Adrian Rubalcaba, Sr. Project Manager, adrian.rubalcaba@visalia.city (559) 713-4507
Jason Huckleberry, Director of Eng & Bldg, jason.huckleberry@visalia.city, (559) 713-4495

Department Recommendation:
Staff recommends that City Council:

1. Authorize the City Manager to execute a development reimbursement agreement with Visalia Parkway Partners Inc., for arterial roadway improvements along Visalia Parkway from Dans Lane to Woodland Street in the amount of $3,281,799.52 with modified payment terms consisting of monthly progress payments; and

2. Authorize an additional appropriation of $1,788,400 from the Transportation Impact Fee Fund (241) for FY 25/26.

Summary:
The Visalia Parkway commercial center, a 28.7-acre commercial site located at the southwest corner of Mooney Boulevard and Visalia Parkway, was approved by Planning Commission on April 13, 2020. Per the project conditions of approval, Visalia Parkway (a 4-lane arterial roadway) was required to be widened to its ultimate southerly right of way limits extending from Mooney Boulevard to west of Dans Lane. The widening is to be completed in two phases, with Phase 1 being along the developments parcel frontage, between Mooney Boulevard and Woodland Street, and Phase 2 offsite improvements extending Visalia Parkway widening from Woodland Street to just west of Dans Lane.

Phase 1 is currently under construction and largely complete, and its associated reimbursement agreement was previously approved by Council on September 3, 2024. Phase 2 construction is slated to begin upon execution of the Phase 2 reimbursement agreement. The Visalia Parkway widening improvements include additional pavement, concrete medians, streetlights, sidewalk, parkway, landscaping, and utilities (adding the south half of the arterial roadway).

The total amount to be reimbursed for Visalia Parkway Phase 2 offsite improvements is $3,281,799.52. The reimbursement would be due in the form of cash payments to the developer for the eligible facilities as the work progresses until completion. The reimbursement agreement

specifies monthly progress payments to be available to the developer for work completed. This is a deviation from standard procedures, typically the reimbursement would be made after all work is completed and accepted by the City. This project is unique as it is supplementary work being performed by a development project for improvements not fronting the project itself. The additional $3,281,799.52 of arterial road work begins slightly west of the project site and extends one-half mile further west of the project site. A warranty bond to protect against defects for a year following the Notice of Completion will be required, which is standard policy for improvements installed by a private development.

Background Discussion:
Under Resolution No. 2008-58, adopted by City Council on December 1, 2008, the City will reimburse the developer for a portion of improvements made to streets designated in the City of Visalia Circulation Element as arterial and collector streets. Under Ordinance 2013-01, approved by Council on April 15, 2013, amendments were made to the timing of reimbursement paid by the City for private construction of planned transportation facilities. Per the TIF program stipulations, the developer will be fully reimbursed through credit of the Transportation Impact Fee (TIF) due at the time of building permit issuance and any balance remaining to be paid in cash within specific time periods following the issuance of a Notice of Completion.

The City of Visalia budgeted $1.5 million from Measure R Local (131) for the construction of 6' of pavement, curb and gutter, sidewalk, streetlights, and landscaping along the southern portion of Visalia Parkway Phase 2 street widening during FY 22/23 budget cycle. This project was created to construct roadway frontage improvements typically associated with the developer's responsibility adjacent to a development project. The remaining balance due falls under the TIF program reimbursement stipulations for supplemental improvements installed by a private development.

On April 10, 2025, the reimbursement agreement for Phase 2 of the Visalia Parkway commercial center was reviewed and recommended for approval by the Development Reimbursement Review Committee (DRRC). The DRRC is comprised of staff from the Community Development, Engineering and Building, and Finance Departments. The DRRC reviewed the reimbursement to ensure that the costs are reasonable compared to the City’s costs for comparable capital projects.

Fiscal Impact:
Cash reimbursement of $3,281,799.52 will be from the Transportation Impact Fee (241) and Measure R Local (131) Funds.

Visalia Parkway Widening - Mooney to Dans (CP0551)	
Project Budget:	
Measure R Local Fund (131)	$1,500,000
Total Budget	**$1,500,000**
Estimated Costs:	
Staff costs & misc. expenditures	$6,515.40
Reimbursement Agreement Amount	$3,281,799.52

Total Project Costs:	**$3,288,314.92**
Total Budget Deficit	**$(1,788,314.92)**
Appropriation Request - TIF Fund 241	**$1,788,400**

Prior Council Action:
September 3, 2024 - Council authorized the City Manager to execute the reimbursement agreement for improvements of Visalia Parkway Phase 1 from Woodland Ave to Mooney Boulevard

Other:
August 8, 2024 - Development Reimbursement Review Committee reviewed and recommended for approval the reimbursement agreement for Phase 1 of the Visalia Parkway commercial center

April 10, 2025 - Development Reimbursement Review Committee reviewed and recommended for approval the reimbursement agreement for Phase 2 of the Visalia Parkway commercial center

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to Authorize:
1. The City Manager to execute a reimbursement agreement with Visalia Parkway Partners Inc., for arterial roadway improvements along Visalia Parkway from Dans Lane to Woodland Street in the amount of $3,281,799.52 with modified payment terms consisting of monthly progress payments; and

2. An additional appropriation of $1,788,400 from the Transportation Impact Fee Fund (241).

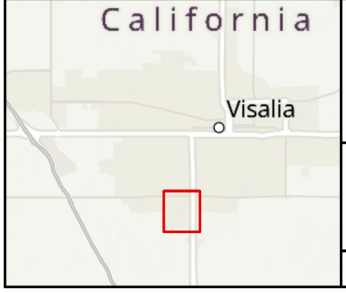
Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/4/2025

Attachments:
1. Aerial Exhibit
2. DRAFT Reimbursement Agreement





Aerial Map

Nearmap US, City of Visalia, Fresno County Dept. PWP, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS, Esri, NASA, NGA, USGS

2025

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

N

0 500 1,000 Feet

CITY OF VISALIA

REIMBURSEMENT AGREEMENT
FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES INCLUDED IN THE CITY'S IMPACT FEE PROGRAMS

This Agreement, dated as of _____, is entered into by and between the City of Visalia, a municipal corporation (the "City"), and Visalia Parkway Partners, LLC, a California limited liability company, (the "Developer").

RECITALS:

WHEREAS, Chapter 16.44 of the City of Visalia Municipal Code (the "Code") established development fees and special funds as part of the City's Transportation Fee Program (the "Transportation Fee Program"); and

WHEREAS, Section 16.44.150 of the City of Visalia Municipal Code authorizes the City to enter into reimbursement agreements for the construction of planned transportation facilities designated in the Transportation Fee Program upon application of property developers; and

WHEREAS, City and Developer, as a condition for approval of Parcel Map No. 2019-13 and Conditional Use Permit No. 2019-31, pertaining to real property identified therein (the property and entitlements so described hereafter referred to as the Project") have entered into a Project Improvements Agreement that sets forth Developer's obligations regarding the dedication of right of way and construction of planned transportation facilities and other public improvements, according to improvement plans titled Offsite Development Plans for Visalia Parkway (Phase 2) and approved by the City on December 10, 2023 (hereafter collectively referred to as the "Facilities"); and

WHEREAS, City and Developer have agreed that the Facilities shall be built in two separate phases and have by a separate reimbursement agreement agreed to terms over reimbursement for Facilities that were constructed with the first phase for the Project; and

WHEREAS, this reimbursement agreement is intended to set forth the terms of reimbursement between City and Developer for the second phase and final phase of the Facilities, which will widen a portion of Visalia Parkway to reach the Project; and

WHEREAS, the second phase of the Project consists of road construction of a planned transportation facility, specifically widening a portion of Visalia Parkway, the majority of which is eligible for reimbursement under the Transportation Fee Program, given these specific circumstances the City and Developer have agreed to the reimbursement terms specified in this Agreement, allowing the Developer to request reimbursement for the eligible Facilities as the work progresses and before it is completed.

WHEREAS, City and Developer desire to set forth their mutual understandings regarding the manner in which the City shall reimburse Developer for the Facilities that are transportation facilities and the related right-of-way under the City's Transportation Fee Program requirements but have been required as conditions of approval for Developer's private development project and City maintains no proprietary interest in the overall project except for these specified public improvements.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

Section 1. Construction of Facilities

Developer shall complete construction of the Facilities in accordance with the terms of the Project Improvements Agreement.

Section 2. Reimbursement Amounts

The City shall reimburse, through cash payments as provided herein, the Developer for the planned Facilities based on the schedule of costs and land values contained in the Traffic Impact Fee Update Nexus Study City of Visalia, dated March 16, 2015, as adjusted by the Parties through the date of this Agreement and attached hereto as Exhibit 1 ("Programmed Costs"), or the items that the City will reimburse the Developer for and lists the applicable unit costs and right of way values. A diagram showing the location of these public improvements is attached as Exhibit 2.

If any items are not listed in the schedule of costs, then the City and Developer must agree to an acceptable unit cost prior to this Agreement being signed. Changes or variations in the Programmed Costs may be requested by the Developer pursuant to Section 3 of this Agreement.

Section 3. Adjustment to Programmed Costs

The Developer may request the City to adjust the Programmed Costs. In order to request an adjustment to the Programmed Costs, the Developer must provide the following:

(1) Copies of the original contract with the contractor and any change orders that have been agreed to by the Developer, contractor, and the City. The portion of each change order associated with the Facilities must be itemized separately;

(2) Copies of all invoices, with unconditional lien releases, submitted by the contractor;

(3) Copies of all checks issued by the Developer with related invoices indicated; and

(4) A summary tabulation of all contractor invoices and Developer payments.

If the actual construction costs for the Facilities exceeds the Programmed Costs for such Facilities, the City Engineer shall review the items described above and determine if the Programmed Costs that will be credited/reimbursed to the Developer should be increased above the amount shown in Exhibit 1 or Exhibit 2 to fairly reflect change orders or other changed circumstances. The City Engineer shall determine in his/her reasonable discretion how much of the actual construction costs should be included in an increase to the Programmed Costs, and if acceptable, the parties shall execute an amendment to this Agreement setting forth the adjusted Programmed Cost.

Section 4. Right to Reimbursement

Developer shall be reimbursed the Programmed Cost in the manner as set forth in Section 5 below. Reimbursements payments by the City will not be made until a reimbursement request is submitted to the City. The Developer must apply for reimbursement within four (4) years after the City has accepted the Facilities. As noted in Section 5, this Agreement allows the Developer to

seek reimbursement during construction of the Facilities. The Developer waives all right to reimbursement from the City if they do not request reimbursement within this four-year limitation; and

Section 5. Reimbursement Method

Developer shall be reimbursed the Programmed Costs, without interest, in the following manner(s):

5.1 **Cash Reimbursement from Development Fees Collected City Wide**. Developer may submit reimbursement requests monthly as the work on the Facilities progresses. The reimbursement requests will be based on the amount of the work completed on the Facilities, minus a retention amount of five percent (5%) which will be withheld from each progress payments to Developer from City. Developer must provide City copies of invoices from subcontractors, conditional releases of any liens from contractors, and calculation of percentage of work completed on Facilities, to the reasonable satisfaction of the City on a monthly basis.

Developer acknowledges that work on improvements that are not subject to reimbursement by the City will not be reimbursed and that submitted invoices will need to separately identify items that are reimbursable under this Agreement and any items that are not reimbursable.

City shall review the invoices from Developer and has ten (10) calendar days from the date the invoices are submitted to dispute any charges by Developer. If the City does not dispute an item, then it will be considered approved by the City. Disputed amounts shall be reviewed between the City and the Developer and shall not be paid until the City is satisfied that only work on the reimbursable Programmed Costs is being sought for recovery.

Payment of all undisputed reimbursement amounts will be made by City within thirty (30) calendar days from approval.

If the progress payments exceed the Programmed Costs, then Developer must request an adjustment to the Programmed Costs under Section 3 of this Agreement prior to any additional reimbursement by the City.

The retention amount may be requested by Developer after the Facilities have been completed, formally accepted by City, and thirty-five (35) days have passed from a Notice of Completion having been filed for and no claim of nonpayment has been filed by any workers or material suppliers. If any claims have been filed, then City may withhold the reimbursement attributable to such nonpayment claim until the claim is resolved.

Developer acknowledges that performance and payment bonds in the amount of one hundred percent (100%) of the estimated Facilities cost have been issued and accepted by the City and a one-year maintenance/warranty bond on the Facilities will be provided in a form acceptable to City under the Project Improvements Agreement, and the term of this warranty bond will not begin until the Facilities have been completed and accepted by the City.

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Section 6. Transfer of Reimbursement Rights

Rights to cash payment reimbursements granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers only with the written consent of City. The notice must be signed by the Developer and the City, and an executed copy of the form shall be kept on file at the City.

Section 7. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the fees collected for the Facilities. Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with the Transportation Impact Fee Program, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. Developer shall not compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 8. Liens, Claims, and Encumbrances

Prior to final acceptance and issuance of Notice of Completion for any Facilities by the City, the constructing Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on those Facilities, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which reimbursement is requested under this Agreement for the Facilities. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to make any reimbursement payments until the constructing Developer has cleared any and all liens, claims and encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 9. No Third Party Beneficiary

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

Section 10. Attorney's Fee

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

Section 11. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

City:

City of Visalia
Community Development Department
315 E. Acequia Ave.
Visalia, CA 93291
Attn: City Engineer

With a copy to:
City of Visalia
Finance Department
707 W. Acequia Ave.
Visalia, CA 93291
Attn: Finance Administrator

Developer:

Visalia Parkway Partners, LLC
405 N. Palm Avenue
Fresno, CA 93701
Attn: James Shehadey

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

Section 12. Term

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 13. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 14. Binding on Successors and Assigns

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

Section 15. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Tulare, State of California.

Section 16. Exhibits

The Exhibits attached hereto are hereby incorporated herein by this reference.

Section 17. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

Section 18. Compliance with State Law.

Developer is aware of the requirements of California Labor Code Section 1720, et seq., 1770, et. seq., and California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"),

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which require the payment of prevailing wage rates and the performance of other requirements for work considered "public works" as that term is defined under Prevailing Wage Laws. Developer agrees that it shall comply with Prevailing Wage Laws and it is Developer's sole responsibility to confirm whether Prevailing Wage Laws are applicable. City shall provide Developer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement upon request by the Developer. Developer agrees to hold the City harmless and to indemnify and defend the City, with legal counsel reasonably acceptable to City, from all claims arising from the potential application of Prevailing Wage Laws under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first written above.

CITY OF VISALIA,
A municipal corporation

Leslie Caviglia
City Manager/City Clerk Date

ATTEST:

Deputy City Clerk Date

APPROVED AS TO FORM:

City Attorney Date

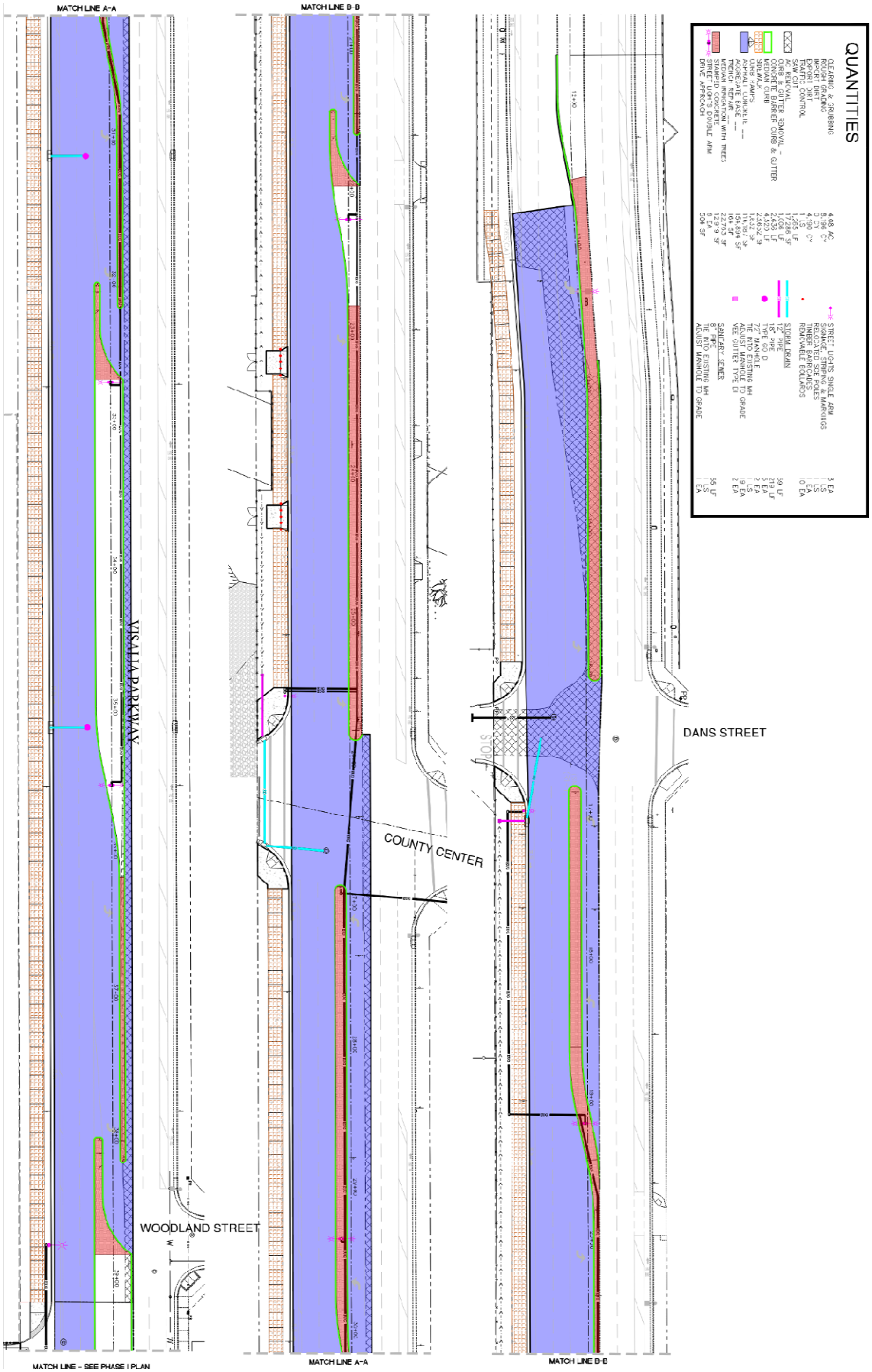
VISALIA PARKWAY PARTNERS, LLC,
a California limited liability company

James L. Shehadey, Manager Date

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Visalia Parkway Reimbursement

	ITEM NO. & DESCRIPTION	Qty	UNIT	UNIT PRICE	TOTAL
1	Install/Maint. Temp. Construction Traffic Control	1	LS	$ 74,514.00	$ 74,514.00
2	Sawcut Asphalt Pavement	1265	LF	$ 1.60	$ 2,024.00
3	Demo Asphalt Pavement	17286	SF	$ 1.33	$ 22,990.38
4	Demo Curb and Gutter	1006	LF	$ 4.46	$ 4,486.76
5	Mobilization	1	LS	$ 11,880.00	$ 11,880.00
6	Rough Grading	8196	CY	$ 9.02	$ 73,927.92
7	Clear & Grub Site	147140	SF	$ 0.18	$ 26,485.20
8	Export Excess Material	3600	CY	$ 4.58	$ 16,488.00
9	Grading & Compaction	8196	CY	$ 15.40	$ 126,218.40
10	Pavement Base Rock & Fine Grading	116187	SF	$ 8.62	$ 1,001,531.94
11	Pavement Markings	1	LS	$ 51,425.00	$ 51,425.00
12	Pavement Markings, Temp Striping	1	LS	$ 28,897.00	$ 28,897.00
13	Curb and Gutter	2530	LF	$ 31.46	$ 79,593.80
14	Curb and Gutter @ Transition	320	LF	$ 51.48	$ 16,473.60
15	Sidewalk (10' wide)	26300	SF	$ 7.81	$ 205,403.00
16	Median Curb	4610	LF	$ 30.91	$ 142,495.10
17	Median Curb (Dowel to AC)	720	LF	$ 73.81	$ 53,143.20
18	Drive Approach	504	SF	$ 16.74	$ 8,436.96
19	Curb Return	1632	SF	$ 15.73	$ 25,671.36
20	Red Stamped Concrete in Median	14880	SF	$ 15.18	$ 225,878.40
21	Removable Pipe Bollards	10	EA	$ 600.00	$ 6,000.00
22	Pipe Bollard Footing	10	EA	$ 709.50	$ 7,095.00
23	City Street Light Single Head	3	EA	$ 10,202.50	$ 30,607.50
24	City Street Light Double Head	5	EA	$ 10,681.00	$ 53,405.00
25	City Street Light-Relocate	1	EA	$ 23,259.50	$ 23,259.50
26	Street Light Box	12	EA	$ 1,952.50	$ 23,430.00
27	Street Light Conduit	2100	LF	$ 46.20	$ 97,020.00
28	Adjust Manholes	22	EA	$ 1,278.80	$ 28,133.60
29	New Manholes	2	EA	$ 8,836.30	$ 17,672.60
30	18" SD Pipe	219	LF	$ 259.73	$ 56,880.87
31	12" SD Pipe	59	LF	$ 127.08	$ 7,497.72
32	Type GO Drain Inlets (City Standard)	5	EA	$ 7,113.70	$ 35,568.50
33	Vee Gutter Drain Inlets	2	EA	$ 2,638.79	$ 5,277.58
34	8" Sewer	55	LF	$ 319.47	$ 17,570.85
35	Chain Link Gate	2	EA	$ 1,540.00	$ 3,080.00
36	Chain Link Fence	340	LF	$ 88.00	$ 29,920.00
37	Landscape and Irrigation	30743	SF	$ 7.80	$ 239,795.40
38	SCE - Relocate Power Pole Allowance (Pending SCE)	1	LS	$ 50,000.00	$ 50,000.00
				Subtotal	$2,930,178.14
	Design & Construction Management (less Admin)			12%	$351,621.38
				Total	**$ 3,281,799.52**


MATCH LINE A-A
MATCH LINE B-B
QUANTITIES
VISALIA PARKWAY
WOODLAND STREET
COUNTY CENTER
DANS STREET
STOP
MATCH LINE – SEE PHASE I PLAN
MATCH LINE A-A
MATCH LINE B-B

Visalia City Council

Staff Report

File #: 25-0292 **Agenda Date:** 8/4/2025 **Agenda #:** 4.

Agenda Item Wording:
Accept Irrevocable Offer of Dedications - Adopt Resolution No. 2025-58 authorizing the acceptance of a portion of the Irrevocable Offer of Dedication to the City of Visalia for additional street right-of-way as offered under Parcel Map No.5260 for Riggin Avenue and Parcel Map No. 4452 for Clancy Street.

Prepared by:
Edelma Gonzalez, Associate Engineer, edelma.gonzalez@visalia.city, (559) 713-4364 Adrian Rubalcaba, Sr. Project Manager, adrian.rubalcaba@visalia.city, (559)713-4507 Jason Huckleberry, Engineering & Building Department Director, Jason.huckleberry@visalia.city , (559) 713-4495

Department Recommendation:
Adopt Resolution No. 2025-58 authorizing the acceptance of a portion of the Irrevocable Offer of Dedication to the City of Visalia for additional street right-of-way as offered under Parcel Map No.5260 for Riggin Avenue and Parcel Map No. 4452 for Clancy Street.

Summary:
Parcel Map No. 5260 provided a 13-foot Irrevocable Offer of Dedication (IOD) for the southerly portion of Riggin Avenue, west of Clancy Street, along Parcels 1 and 2 of the aforementioned parcel map to secure the future ultimate right-of-way limits for the arterial roadway. Exhibit ‘A’ attached to this report is the legal area being accepted at this time.

Parcel Map No. 4452 provided an IOD for the westerly portion of Clancy Street along the easterly boundary of the map to secure the future right-of-way limits of the minor collector street. The IOD begins at 43 feet in width at the northerly limits of the Remainder lot and expands to 60 feet in width at the southerly limits of the remainder lot. That portion is now being accepted with the accompanying resolution. Additionally, Parcel Map No. 4452 provided an IOD extending further south across Parcel 4 of the map, that portion will be dedicated by a separate map being processed at this time. Exhibit ‘B’ attached to this report is the legal area being accepted at this time.

Irrevocable Offers of Dedications are typically provided to the City when a parcel develops and a future road improvement is necessary. In lieu of dedicating the areas as street right of way, which would require regular City maintenance and liability, the IOD is offered for future acceptance as right of way, typically prior to full street improvements being constructed. The City is now ready to accept these portions of the IOD as detailed in Exhibit “A” and “B”. An adjacent development project has completed improvements on Clancy Street and construction will continue to complete the street widening along Riggin Avenue with the recent award of a City CIP project.

Background Discussion:
In 2019 an Irrevocable Offer of Dedication (IOD) under document number 2019-0048929, Tulare County Records, was offered for dedication along the southerly portion of the future public right-of-

way for Riggin Avenue (Parcel Map No. 5260). As is standard procedure, the IOD was rejected and remained an IOD until such time as a resolution was passed accepting the area into the City's right of way system.

In 2000 an IOD under document number 2000-0038766, Tulare County Records, dedicated the westerly portion of the future public right-of-way for Clancy Street (Parcel Map No. 4452) from Riggin Avenue to Sunnyview Avenue. As is standard procedure, the IOD was rejected and remained an IOD until such time as a resolution was passed accepting the area into the City's right of way system.

The improvements along Riggin Avenue and Clancy Street were required under Site Plan Review No. 21-150 with the industrial development of Parcel 2 of Parcel Map 5260. The improvements to Riggin Avenue and Clancy Street have been constructed under Building Permit No. B220014 and a portion of the IOD is ready to be accepted by the City. The acceptance of street right of way includes approximately 660 lineal feet of Riggin Avenue and 1221 lineal feet of Clancy Street (reference IOD aerial exhibit attached).

Fiscal Impact: Incorporation of the identified public improvements into normal routine maintenance plans and procedures by the Public Works Department will have a nominal adverse effect on the fund that provides such maintenance.

Prior Council Action:
1. August 5, 2019, Council approved for recordation Parcel Map 5260.
2. On June 5, 2000, Council approved for recordation Parcel Map 4452.

Other: N/A

Alternatives: No alternatives recommended.

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution No. 2025-58 authorizing the acceptance of a portion of the Irrevocable Offer of Dedication to the City of Visalia for additional street right-of-way as offered under Parcel Map No. 5260 for Riggin Avenue and Parcel Map No. 4452 for Clancy Street.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/4/2025

Attachments:
1. Parcel Map 5260
2. Parcel Map 4452
3. IOD Aerial Map
4. Resolution 2025-58
5. Exhibit A
6. Exhibit B

TPM NO. 2019-05

PARCEL MAP NO. 5260

BEING IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA. CONSISTING OF 3 SHEETS, SHEET 1 OF 3

FLOOD ZONE HAZARD

As delineated on the Federal Emergency Management Agency's Flood Insurance Rate Map (Map Number 06107C10 E) for Community No. 060409, City of Visalia, Tulare County, California, and Community No. 065066, Tulare County, California, effective June 16, 2009, the property shown on this map lies partially within a flood zone area designated Zone X (unshaded), which are areas outside of 0.2% annual chance flooding and partially within a flood zone area designated Zone X (shaded), which are areas of 0.2-percent annual chance flooding, areas of 1-percent annual chance flooding where average depths are less than 1 foot, areas of 1-percent annual chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent annual chance flood by levees. This property was fully located within the City of Visalia at the time of the rate map, and should have been identified to be fully within the City of Visalia, community No. 060409.

NOTICE OF ABANDONMENT

1. The easement for a temporary storm drainage basin described in the grant of easement recorded June 22, 2000 as document no. 2000-0038765, official records County of Tulare, which is not delineated on this map, is deemed abandoned pursuant to section 66445 (j) of the subdivision map act.

NOTES:

1. Improvement and impact fees are deferred until such a time that a building permit is issued for each respective parcel, or unless other arrangements are made with the local agency.
2. Parcel 4 is subject to an easement agreement recorded on July 30, 2001 as Document Number 2001-0055096, official records County of Tulare.

BOARD OF SUPERVISORS STATEMENT

I, Jason T. Britt, County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare, State of California, do hereby state the said Board of Supervisors has approved the provisions made for the payment of taxes as provided in Division 2 of Title 7 of the Government Code of the State of California.

Dated this 4th Day of September, 2019

Jason T. Britt,
Tulare County Administrative Officer/ Clerk of the Board of Supervisors.

By Mary Rocha Deputy Clerk

RECORDER'S STATEMENT

Document No. 2019-0048929 Fee Paid 87.00

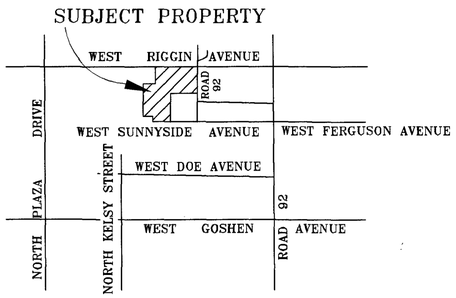
Filed this 5 day of SEPTEMBER, 2019 at 10:40 A.M.,
in Book 53 of Parcel Maps at Page 67,
Tulare County Records, at the request of Dixon & Associates, Inc.

ROLAND P. HILL,
TULARE COUNTY ASSESSOR/ CLERK-RECORDER

BY: DEPUTY

NOT TO SCALE

VICINITY MAP



SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Galloway and Company, Inc., on June 27, 2019 and said field survey is true and complete as shown. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any. All monuments are of the character and occupy, or will occupy, the positions indicated on or before one year from the date this map is recorded and are , or will be, sufficient to enable the survey to be retraced.

7-30-19

Aaron D. Spray, P.L.S. 9484 DATE

PROFESSIONAL LAND SURVEYOR
AARON D. SPRAY
P.L.S. 9484
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map; that the subdivision shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof; that all provisions of Chapter 2 of the Subdivision Map Act and of any local ordinances applicable at the time of approval of the tentative map have been complied with; and that I am satisfied that the map is technically correct.

8/6/19

Jeffrey S. Land, P.L.S. 8634 DATE

PROFESSIONAL LAND SURVEYOR
JEFFREY S. LAND
P.L.S. 8634
STATE OF CALIFORNIA

CITY PLANNER'S STATEMENT

I hereby state that this parcel map conforms to the Tentative Parcel Map approved by the City of Visalia Planning Commission at the regular meeting held on June 24th, 2019.

By 8-6-19

PAUL SCHEIBEL FOR Paul Bernal Date

CITY CLERK'S STATEMENT

This to state that at a regular meeting of the City Council of the City of Visalia held on the 5th day of August, 2019, an order was duly and regularly made and entered into approving this map and subdivision and, on behalf of the public; rejecting the irrevocable offer of dedication in fee for Right of Way for Riggin Avenue, Sunnyview Avenue, Kelsey Street, and Clancy Street to hereafter remain an irrevocable offer of dedication in fee until accepted or terminated by separate resolution of the City Council; and consenting to the Abandonment of the easement for a temporary storm drainage basin described in the Grant of Easement recorded June 22, 2000 as Document No. 2000-0038765, all included within the boundaries of the subdivision and as shown and/or stated upon the map.

Witness my hand and official seal of the City of Visalia this 8th day of August, 2019

Randy Groom, City Manager/City Clerk

Michelle Nicholson
Chief Deputy City Clerk

CITY OF VISALIA
COUNTY OF TULARE

19-028
RIGGIN & CLANCY, VISALIA, CA

9-4-19

DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

TPM NO. 2019-05

PARCEL MAP NO. 5260

BEING IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
CONSISTING OF 3 SHEETS, SHEET 2 OF 3

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

ON August 1, 2019, BEFORE ME Kristin A. Frykland, NOTARY PUBLIC, PERSONALLY APPEARED John T. Vidovich, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME Kristin A. Frykland SIGNATURE _____

MY COMMISSION EXPIRES 4/25/2021 COUNTY OF Santa Clara

COMMISSION NUMBER 2193808

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

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I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME Kristin A. Frykland SIGNATURE _____

MY COMMISSION EXPIRES 4/25/2021 COUNTY OF Santa Clara

COMMISSION NUMBER 2193808

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STATE OF CALIFORNIA)
COUNTY OF Tulare)

ON August 5, 2019, BEFORE ME Gabina Z. Ruiz, NOTARY PUBLIC, PERSONALLY APPEARED Jeffrey B. Ritchie, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME Gabina Z. Ruiz SIGNATURE Gabina Z. Ruiz

MY COMMISSION EXPIRES 5/6/2021 COUNTY OF Tulare

COMMISSION NUMBER 2195741

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

NOTARY ACKNOWLEDGEMENT

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STATE OF CALIFORNIA)
COUNTY OF Tulare)

ON August 5, 2019, BEFORE ME Gabina Z. Ruiz, NOTARY PUBLIC, PERSONALLY APPEARED Larry J Ritchie, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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NAME Gabina Z. Ruiz SIGNATURE Gabina Z. Ruiz

MY COMMISSION EXPIRES 5/6/2021 COUNTY OF Tulare

COMMISSION NUMBER 2196741

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

NOTARY ACKNOWLEDGEMENT

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STATE OF CALIFORNIA)
COUNTY OF Tulare)

ON August 5, 2019, BEFORE ME ~~Mar~~ Gabina Z Ruiz, NOTARY PUBLIC, PERSONALLY APPEARED Mary E Ritchie, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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STATE OF CALIFORNIA)
COUNTY OF Tulare)

ON August 5, 2019, BEFORE ME Gabina Z Ruiz, NOTARY PUBLIC, PERSONALLY APPEARED Kristi L Ritchie, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME Gabina Z Ruiz SIGNATURE Gabina Z Ruiz

MY COMMISSION EXPIRES 5/6/2021 COUNTY OF Tulare

COMMISSION NUMBER 2195741

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

OWNER'S STATEMENT

The undersigned hereby certify that they are the only persons having any record title interest in the real property included within the boundaries of the subdivision shown upon this map, and do hereby consent to the preparation and recording of said map and that the consent of no other person is necessary. We hereby offer for dedication and do hereby dedicate the following, as shown within the boundaries of the map hereon, for the specified purposes:

1. Irrevocable offer of Dedication for Right of way for Riggin Avenue in fee to the City of Visalia.
2. Irrevocable offer of Dedication for Right of way for Sunnyview Avenue in fee to the City of Visalia.
3. Irrevocable offer of Dedication for Right of way for Clancy Street in fee to the City of Visalia.
4. Irrevocable offer of Dedication for Right of way for Kelsey Street in fee to the City of Visalia.

Sandridge Partners, LP, a California limited partnership, as to an undivided ninety-eight percent (98%) interest; and John T. Vidovich, a married man as his sole and separate property, as to an undivided two (2%) interest, all as tenants in common, as to Parcel 1; and

Sandridge Partners, L.P., a California Limited Partnership, as to an undivided forty-nine percent (49%) interest; and John T. Vidovich, a married man as his sole and separate property, as to an undivided one percent (1%) interest, Larry J. Ritchie and Mary E. Ritchie, Trustees of The Larry and Mary Ritchie Living Trust dated October 30, 2008, as to an undivided twenty-five percent (25%) and Jeffrey B. Ritchie and Kristi L. Ritchie, Trustees of The Jeff and Kristi Ritchie Living Trust dated October 30, 2008, as to an undivided twenty-five percent (25%), all as tenants in common, as to Parcel 2

By: John Vidovich, LLC, a California limited liability company, its General Partner

By: _____
John T. Vidovich, Manager

By: _____
John T. Vidovich, Individually

By: The Larry and Mary Ritchie Living Trust dated October 30, 2008

By: _____
Larry J. Ritchie, Trustee

By: _____
Marry E. Ritchie, Trustee

By: The Jeff and Kristi Ritchie Living Trust dated October 30, 2008

By: _____
Jeffrey B. Ritchie, Trustee

By: _____
Kristi L. Ritchie, Trustee

8-4-19

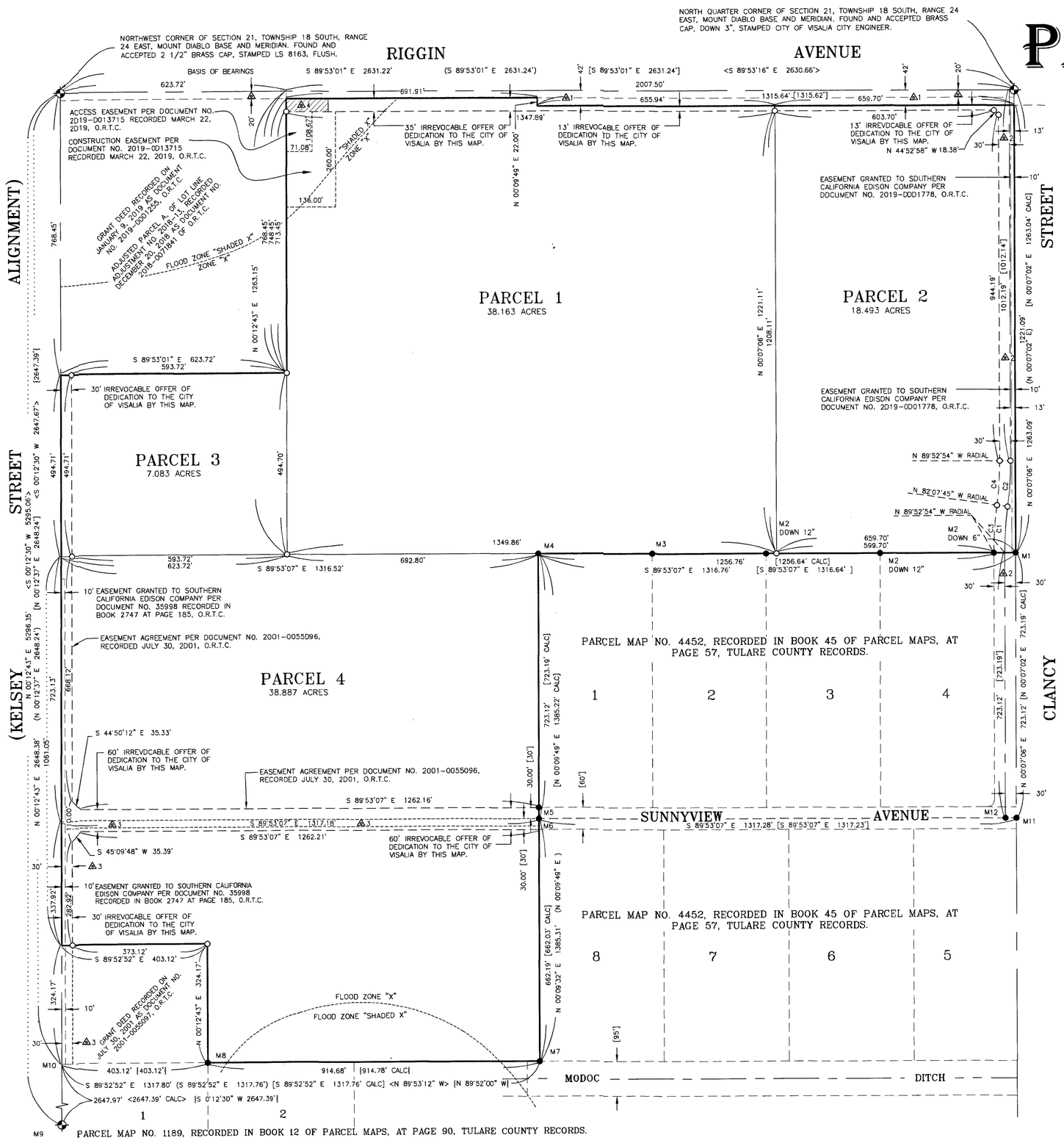
19-028
RIGGIN & CLANCY, VISALIA, CA

DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

TPM NO. 2019-05

PARCEL MAP NO. 5260

BEING IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA. CONSISTING OF 3 SHEETS, SHEET 3 OF 3



SCALE: 1" = 200'

0 200 400

LEGEND:

- ⌖ INDICATES FDUND AND ACCEPTED SECTION CORNER OR QUARTER CORNER, DESCRIBED AS NOTED.
- ● INDICATES FOUND MONUMENT, DESCRIBED AS NOTED.
- ○ INDICATES SET 3/4" X 30" IRON PIPE, DOWN 6", TAGGED PLS 9484, UNLESS DTHERWISE NDTED.
- ( ) INDICATES RECORD DATA AS SHOWN ON PARCEL MAP NO. 3857 RECORDED IN BOOK 39 OF PARCEL MAPS, AT PAGE 60, TULARE COUNTY RECORDS.
- [ ] INDICATES RECORD DATA AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.
- < > INDICATES RECORD DATA AS SHOWN ON PARCEL MAP NO. 2629 RECORDED IN BOOK 27 OF PARCEL MAPS, AT PAGE 30, TULARE COUNTY RECORDS.
- { } INDICATES RECORD DATA AS SHDWN ON PARCEL MAP NO. 1189 RECORDED IN BOOK 12 OF PARCEL MAPS, AT PAGE 90, TULARE COUNTY RECORDS.
- O.R.T.C. OFFICIAL RECORDS OF TULARE COUNTY
- ⚠ PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER DOCUMENT RECORDED APRIL 7, 1904 IN VOLUME 7 OF RIGHT OF WAYS AT PAGE 413. O.R.T.C.
- ⚠1 PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER PARCEL MAP NO. 2981 RECORDED IN BOOK 3D DF PARCEL MAPS AT PAGE 82, TULARE COUNTY RECORDS.
- ⚠2 IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF VISALIA WITH PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS AT PAGE 57, TULARE COUNTY RECORDS.
- ⚠3 EASEMENT GRANTED TO THE CITY OF VISALIA FOR GRANT OF SEWER LINE PURPOSES PER DOCUMENT NO. 44554 RECORDED IN BOOK 4460 AT PAGE 695, O.R.T.C.
- ⚠4 PREVIOUSLY OFFERED FOR DEDICATION TO THE CITY OF VISALIA PER DOCUMENT NO. 2019-0013715, RECORDED MARCH 22, 2019, O.R.T.C.
- ——— INDICATES THE LIMITS OF THIS SUBDIVISION.

FOUND MONUMENT NOTES:

M1 FOUND AND ACCEPTED 1/2" REBAR, DOWN 3", TAGGED QUAD KNOPF CONTRDL. ACCEPTED AS BEING THE SDUTHEAST CORNER OF THE PARCEL SHOWN AS THE REMAINDER ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.

M2 FOUND AND ACCEPTED 3/4" IRON PIPE, DEPTH AS NOTED, TAGGED PLS 4714, ACCEPTED AS BEING ON THE SOUTH LINE OF THE PARCEL SHDWN AS THE REMAINDER ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.

M3 FOUND AND ACCEPTED 1/2" REBAR, DOWN 10", TAGGED RLS 5985, PER CORNER RECORD NUMBER 18331, ACCEPTED AS BEING ON THE SOUTH LINE OF THE PARCEL SHOWN AS THE REMAINDER ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.

M4 FOUND AND ACCEPTED 1/2" REBAR, DOWN 10", TAGGED RLS 5985, PER CORNER RECORD NUMBER 18331, ACCEPTED AS BEING THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.

M5 FOUND AND ACCEPTED 3/4" IRON PIPE, DOWN 3", TAGGED PLS 4714, ACCEPTED AS BEING ON THE NORTH RIGHT OF WAY OF SUNNYVIEW AVENUE AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.

M6 FOUND AND ACCEPTED 3/4" IRON PIPE, DOWN 8", TAGGED PLS 4714, ACCEPTED AS BEING ON THE WEST LINE OF PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.

M7 FOUND AND ACCEPTED 1/2" IRON PIPE, DOWN 1", UNTAGGED. ACCEPTED AS BEING THE SOUTHWEST CORNER OF PARCEL 8 AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS, AND BEING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.

M8 FOUND AND ACCEPTED 3/4" IRON PIPE, DOWN 18", TAGGED LS 4076, ACCEPTED AS BEING THE NORTHWEST CORNER OF PARCEL 2 AS SHOWN ON PARCEL MAP NO. 1189 RECORDED IN BOOK 12 OF PARCEL MAPS, AT PAGE 90, TULARE COUNTY RECORDS, AND BEING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.

M9 FOUND AND ACCEPTED BRASS CAP, FLUSH, STAMPED C.O.V., ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.

M10 POSITION FOR THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, NOTHING FOUND OR SET, POSITION CALCULATED BY INTERSECTION USING THE SOUTHWEST AND NORTHWEST CORNERS OF SECTION 21 AND THE MONUMENTS ALONG THE LINE COMMON TO PARCEL MAP NO. 1189 AND PARCEL MAP NO. 4452 TULARE COUNTY RECORDS.

M11 FOUND AND ACCEPTED BRASS CAP, FLUSH, STAMPED LS 4076, ACCEPTED AS BEING ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND AS BEING ON THE CENTERLINE OF SUNNYVIEW AVENUE AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.

M12 FOUND AND ACCEPTED BRASS CAP, FLUSH, STAMPED LS 4714, ACCEPTED AS BEING ON THE INTERSECTION OF THE CENTERLINE OF SUNNYVIEW AVENUE AND THE CENTERLINE OF CLANCY AVENUE AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, WAS TAKEN TO BE SOUTH 89°53'01" EAST AS SHOWN ON PARCEL MAP NO. 3857 RECORDED IN BOOK 39 DF PARCEL MAPS, AT PAGE 60, TULARE COUNTY RECORDS.

NOTES:

1. DISTANCES NOT MONUMENTED ARE CALCULATED.
2. FLOOD ZONE LIMITS SHOWN HEREON AS "X" AND "SHADED X" ARE APPROXIMATE.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	125.84'	930.00'	7°45'09"
[C1]	[125.83']	[930.00']	[7°45'09"]
C2	125.84'	930.00'	7°45'09"
[C2]	[125.83']	[930.00']	[7°45'09"]
C3	129.90'	960.00'	7°45'09"
C4	121.78'	900.00'	7°45'09"

19-028
RIGGIN & CLANCY, VISALIA, CA

DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

9-4-19

2019-0048929

Recorded
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder

10:40AM 05-Sep-2019

REC FEE 13.00
AFF SBZ HOUSE 75.00

JD
Page 1 of 3

3
9

2 Recording Requested By:
SPL
Chicago Title

AFF

When Recorded Mail To:
Chicago Title Commpany
2540 West Shaw Lane, #112
Fresno, CA 93711

Parcel Map Guarantee

CLTA PARCEL MAP

Issued By

CHICAGO TITLE INSURANCE COMPANY

Guarantee Number

fwvi-to19001540

BK 53 PG 67 # 5260

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Insurance Company

By.

President

Chicago Title Company
2540 West Shaw Lane, #112
Fresno, CA 93711

Countersigned By

Authorized Officer or Agent

Attest

Secretary

ISSUING OFFICE:
Title Officer: Erica Madrigal
Chicago Title Company
2540 West Shaw Lane, #112
Fresno, CA 93711
Phone (559)492-4228 Fax (559)448-8530
Main Phone. (559)492-4208
Email: eamadrigal@fnf.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
$1,000 00	$100 00	Erica Madrigal

Date of Guarantee August 30, 2019 at 08.00 AM

1 Name of Assured County of Tulare

2 Parcel Map Reference Parcel Map

3 The estate or interest in the Land that is the subject of this Guarantee is

A Fee

4 The Land included within the boundaries of the Parcel Map referred to in this Guarantee is described as follows

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5 ASSURANCES

According to the Public Records as of the Date of Guarantee,

(a) Title to said estate or interest in the Land is vested in

Sandridge Partners, LP, a California limited partnership and John T Vidovich, a married man as his sole and separate property all as tenants in common, and Sandridge Partners, L.P., a California Limited Partnership and John T. Vidovich, a married man as his sole and separate property, Larry J. Ritchie and Mary E. Ritchie, Trustees of The Larry and Mary Ritchie Living Trust dated October 30, 2008 and Jeffrey B. Ritchie and Kristi L Ritchie, Trustees of The Jeff and Kristi Ritchie Living Trust dated October 30, 2008, all as tenants in common, as the owners

(b) Title to said estate or interest is subject to the defects, liens, encumbrances or other matters shown in Schedule B, which are not necessarily shown in the order of their priority

(c) Had said Parcel Map been recorded in the office of the County Recorder of said county, such map would be sufficient for use as a primary reference in legal descriptions of the parcels within its boundaries.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 077-200-001, 077-200-044 and 077-200-045

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS

PARCEL 1: APN 077-200-001 (PORTION)

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE NORTH 768.45 FEET OF THE WEST 623.72 FEET OF PARCEL NO 1 OF PARCEL MAP NO. 2629 AS PER MAP RECORDED IN BOOK 27, PAGE 30 OF PARCEL MAPS, TULARE COUNTY RECORDS

THE ABOVE LEGAL DESCRIPTION IS SHOWN AS ADJUSTED PARCEL A, PURSUANT TO LOT LINE ADJUSTMENT NO 2018-13, RECORDED DECEMBER 20, 2018 AS DOCUMENT NO. 2018-0071841 OF OFFICIAL RECORDS.

PARCEL 2: APN 077-200-001 (PORTION), 077-200-044 AND 077-200-045

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS PARCEL NO. 1 OF PARCEL MAP NO. 2629 AS PER MAP RECORDED IN BOOK 27, PAGE 30 OF PARCEL MAPS, TULARE COUNTY RECORDS

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN PARCELS 1 AND 2 OF PARCEL MAP NO. 2981 AS PER MAP RECORDED IN BOOK 30, PAGE 82 OF PARCEL MAPS, TULARE COUNTY RECORDS.

ALSO EXCEPTING THE SOUTH 324.17 FEET OF THE WEST 403 12 FEET OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS CONVEYED TO THE CITY OF VISALIA, A MUNICIPAL CORPORATION BY GRANT DEED RECORDED JULY 30, 2001 AS INSTRUMENT NO. 01-55097 OF OFFICIAL RECORDS

ALSO EXCEPTING THE NORTH 768.45 FEET OF THE WEST 623.72 FEET OF PARCEL NO 1 OF PARCEL MAP NO. 2629 AS PER MAP RECORDED IN BOOK 27, PAGE 30 OF PARCEL MAPS, TULARE COUNTY RECORDS

TOGETHER WITH THE PARCEL LABELED "REMAINDER" AS SHOWN ON PARCEL MAP NO 4452, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER PARCEL MAP RECORDED IN BOOK 45, PAGE 57 OF PARCEL MAPS, TULARE COUNTY RECORDS

THE ABOVE LEGAL DESCRIPTION IS SHOWN AS ADJUSTED PARCEL B, PURSUANT TO LOT LINE ADJUSTMENT NO. 2018-13, RECORDED DECEMBER 20, 2018 AS DOCUMENT NO 2018-0071841 OF OFFICIAL RECORDS

SCHEDULE B

END OF SCHEDULE B

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds, or (2) that result in no loss to the Assured

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property, or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records

(g) (1) Unpatented mining claims, (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean

(a) the "Assured" the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company

(b) "Land" the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways

(c) "Mortgage" mortgage, deed of trust, trust deed, or other security instrument

(d) "Public Records" those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge

(e) "Date of Guarantee" the Date of Guarantee set forth in Schedule A

(f) "Amount of Liability" the Amount of Liability as stated in Schedule A

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate

(continued)

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay, or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules") Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee All arbitrable matters when the amount of liability is Two Million And No/100 Dollars ($2,000,000) or less shall be arbitrated at the option of either the Company or the Assured All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect

14. CHOICE OF LAW; FORUM

(a) Choice of Law The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law

(b) Choice of Forum Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at

Chicago Title Insurance Company
P O Box 45023
Jacksonville, FL 32232-5023
Attn Claims Department

END OF CONDITIONS

PARCEL MAP NO. 4452

A SUBDIVISION OF A PORTION OF THE REMAINDER OF PARCEL MAP NO 4400 AND A PORTION OF PARCEL NO 4 OF PARCEL MAP 938, LOCATED IN SECTION 21-18/24 IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

FEBRUARY, 2000

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THIS PARCEL MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY FOR THE MAKING AND FILING OF THIS MAP AS SHOWN WITHIN THE BORDER LINES HEREON. WE HEREBY DEDICATE TO PUBLIC USE SUNNYSIDE AVENUE. WE ALSO DEDICATE TO THE CITY OF VISALIA THE EASEMENTS, THE ONE FOOT RESERVE STRIP, AND THE IRREVOCABLE OFFERS OF DEDICATION OVER PARCEL 4 AND THE REMAINDER AS SHOWN UPON THIS MAP

FOR C. J RITCHIE FARMS, A PARTNERSHIP

BY CLARENCE J. RITCHIE, PARTNER

OWNER: C.J. RITCHIE FARMS
11878 AVENUE 328
VISALIA, CA 03291
559-625-1114

SURVEYOR: Quad Knopf
5110 W CYPRESS AVE
P O BOX 3699
VISALIA, CA 93278
TEL: (559) 733-0440
FAX: (559) 733-7821

FOR FIRST BANCORP, A/C/C AS TRUSTEE OF A DEED OF TRUST RECORDED JULY 7, 1999 AS INSTRUMENT NO 99-51430

BY Suzanne M. Vilas

NOTARY STATEMENT

COUNTY OF TULARE/STATE OF CALIFORNIA

ON Feb. 6, 2000 BEFORE ME, Roxanne Pedro

PERSONALLY APPEARED CLARENCE J. RITCHIE, PERSONALLY KNOWN TO ME ~~(OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE)~~ TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT

WITNESS MY HAND AND OFFICIAL SEAL.

Roxanne Pedro
NOTARY PUBLIC - SIGNATURE

ROXANNE PEDRO
Commission # 1172563
Notary Public - California
Tulare County
My Comm. Expires Feb 6, 2002

ROXANNE PEDRO — 1172563
PRINT NAME — COMMISSION NUMBER

Feb. 6, 2002 — Tulare
NOTARY EXPIRATION DATE — PRINCIPLE PLACE OF BUSINESS(COUNTY)

NOTARY STATEMENT

COUNTY OF TULARE/STATE OF CALIFORNIA

ON 5/25/00 BEFORE ME, Sonya Galvan

PERSONALLY APPEARED SUZANNE M. VILAS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

SONYA GALVAN
COMM #1208993
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm Expires Jan 23, 2003

WITNESS MY HAND AND OFFICIAL SEAL

Sonya Galvan
NOTARY PUBLIC - SIGNATURE

Sonya Galvan — 1208993
PRINT NAME — COMMISSION NUMBER

Jan 23, 2003 — Los Angeles
NOTARY EXPIRATION DATE — PRINCIPLE PLACE OF BUSINESS(COUNTY)

NOTARY STATEMENT

COUNTY OF TULARE/STATE OF CALIFORNIA

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____ PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

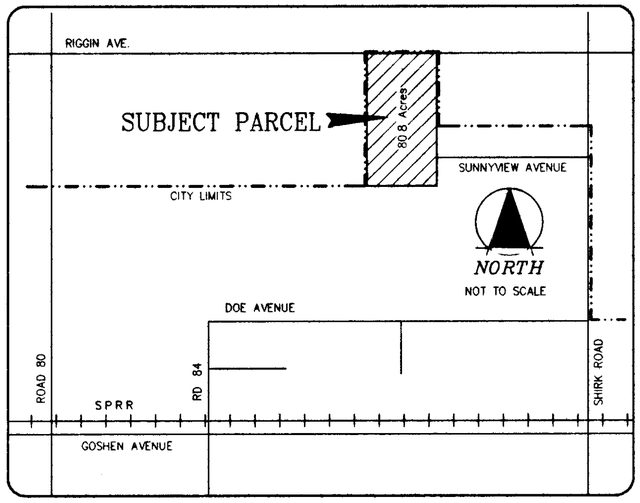
WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC - SIGNATURE

_____ — _____
PRINT NAME — COMMISSION NUMBER

_____ — _____
NOTARY EXPIRATION DATE — PRINCIPLE PLACE OF BUSINESS(COUNTY)

Q5/41



KEY MAP

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL INSURANCE ADMINISTRATION'S INSURANCE RATE MAPS, EFFECTIVE OCTOBER 6, 1998, FOR VISALIA, CALIFORNIA, (COMMUNITY #060409 PANEL NUMBER 0005 D), THE PROPERTY SHOWN HEREON LIES WITHIN A FLOOD HAZARD AREA DESIGNED AS ZONE X (SHADED) ZONE X (SHADED) IS DEFINED BY THE NATIONAL FLOOD INSURANCE ADMINISTRATION AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OF WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD"

CITY CLERK'S STATEMENT

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS 5TH DAY OF JUNE, 2000, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP, AND ACCEPTING SUBJECT TO IMPROVEMENTS, ON BEHLAF OF THE PUBLIC, THE STREETS THE CITY ALSO ACCEPTS THE EASEMENTS, THE ONE FOOT RESERVE STRIP AND THE IRREVOCABLE OFFER OF DEDICATION INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AS SHOWN UPON THIS MAP. THE OFFER OF DEDICATION SHOWN AS "IRREVOCABLE OFFER OF DEDICATION" WAS REJECTED AND WILL HEREAFTER REMAIN AN IRREVOCABLE OFFER OF DEDICATION UNTIL ACCEPTED OR REJECTED BY SEPARATE RESOLUTION BY THE CITY COUNCIL

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS 6TH DAY OF JUNE, 2000

STEVEN M. SALOMON
CITY MANAGER/CITY CLERK

Linda Rodriguez Todd
DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF C J RITCHIE FARMS, IN JANUARY, 2000 I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP 99-17, AND I STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR — MICHAEL R MARTIN — Exp 9-30-03 — PLS 4714 — STATE OF CALIFORNIA

MICHAEL R. MARTIN, P.L.S. 4714

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, THAT THE PARCEL MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL OF THE PROVISIONS OF DIVISION 2, TITLE 7, OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH

REGISTERED PROFESSIONAL ENGINEER — Exp. 12-31-01 — STATE OF CALIFORNIA

John S. Dutton — 5/31/00
JOHN S. DUTTON, CITY ENGINEER R.C.E. #24673 — DATE

CITY PLANNER

I HEREBY CERTIFY THAT THIS FINAL PARCEL MAP CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP NO. 99-17 ON THIS 1ST DAY OF JUNE, 2000.

Phyllis A. Corring
CITY PLANNER - PHYLLIS A CORING

BOARD OF SUPERVISOR'S STATEMENT

I, THOMAS W SHERRY, ACTING COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, DO HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

DATE THIS 21ST DAY OF June 2000

THOMAS W SHERRY
ACTING COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: Josina Cotton
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO. 2000-0038766
FEE PAID $10.00

FILED THIS 22nd DAY OF June 2000 AT 8:00 AM, IN BOOK 95 OF PARCEL MAPS, AT PAGE 57, AT THE REQUEST OF QUAD KNOPF, INC

GREGORY B HARDCASTLE
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: Debra Hamilton
DEPUTY

Quad Knopf

6-21-2000

PARCEL MAP NO. 4452

A SUBDIVISION OF A PORTION OF THE REMAINDER OF PARCEL MAP NO 4400 AND A PORTION OF PARCEL NO 4 OF PARCEL MAP 938, LOCATED IN SECTION 21-18/24 IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

FEBRUARY, 2000

NW COR 21-18/24
FD. T.C. COR 6" DEEP

((S 89°53'01" E))
S 89°53'01" E

RIGGIN AVENUE

2631.24'

1315.62' ((1315.62'))

N 1/4 COR 21-18/24
FD BRASS DISK, FLUSH
STAMPED R.C.E. 15310

SEE DETAIL "A"

N.E. COR. 21-18/24

1315.65' N89°53'01"W
((1315.65'))

TEMP. POND EASEMENT

TEMPORARY TURNAROUND EASEMENT TO THE CITY OF VISALIA BY THIS MAP

C4 L=42.37'
66.05' N79°11'37"W
314.20'
103.68'
N10°48'23"E(R)
S45°38'41"E(R)
1317.23' S89°53'07"E
43.00'
103.68'
66.05' S79°25'23"W
344.60'
C5 L=43.37'
S45°52'26"W(R)
N10°34'37"W(R)

TEMPORARY TURNAROUND EASEMENT TO THE CITY OF VISALIA BY THIS MAP

DETAIL "D"
1" = 50'

REMAINDER
36.9 ACRES

CLANCY STREET

43' IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF VISALIA BY THIS MAP

S89°52'58"E(R)
N82°07'49"W(R)
C1 L=125.83'
C2

SEE DETAIL "B"

BASIS OF BEARINGS N 00°07'02" E

S 89°53'07" E
1316.64'

314.04'
374.04'

0.20 N. FD 1/2" IP TAGGED LS 4076

DETAIL "A"
1" = 50'

DETAIL "B"
1" = 50'

0.20 N FD. 1/2" IP TAGGED LS 4076

N

SCALE: 1" = 200'
200' 0' 200'

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 21, T 18 S, R, 24 E., MDB&M BEING N 00°07'02" E PER PARCEL MAP NO 3857, AS RECORDED IN BOOK 39 OF PARCEL MAPS, AT PAGE 60, TCR

LEGEND

- ■ SET BRASS DISK FLUSH IN CONC, STAMPED PLS 4714
- ● SET 3/4" IP, TAGGED PLS 4714
- ○ SET 3/4" IP IN CONC, TAGGED PLS 4714
- ▲ FOUND MONUMENT AS NOTED
- ( ) RECORD PER PM 4400, BK 45 OF PARCEL MAPS, PG. 5, TCR
- (( )) RECORD PER PM 3857, BK. 39 OF PARCEL MAPS, PG 60, TCR
- [ ] RECORD PER LOT LINE ADJUSTMENT DOC. NO 94-051993
- HEAVY LINE INDICATES PARCEL MAP BOUNDARY
- * ACREAGE EXCLUDES 95' RAILROAD EASEMENT
- (R) RADIAL BEARING

NOTES

1. ALL ONSITE STORM RUNOFF SHALL BE RETAINED ONSITE
2. THERE ARE NO TREES ON PARCEL NO 1 THRU 8
3. PUBLIC IMPROVEMENTS INCLUDING (BUT NOT LIMITED TO) THE FOLLOWING SHALL BE PHASED AS FOLLOWS

PHASE 1
TO BE COMPLETED WITH THE PARCEL MAP, SUNNYVIEW IMPROVEMENTS

PHASE 2
IN CONJUNCTION WITH ISSUING A BUILDING PERMIT ON THE SIXTH PARCEL, CONSTRUCT 30' PAVED PORTION OF CLANCY FROM SUNNYVIEW TO RIGGIN

PHASE 3
IN CONJUNCTION WITH ISSUING A BUILDING PERMIT FOR PARCEL 4, ALL OF THE REMAINING IMPROVEMENTS ON CLANCY STREET, ADJACENT TO PARCEL 4

PHASE 4
WITH THE INSTALLATION OF CURB AND GUTTER ON THE REMAINDER PARCEL THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF A 1" A C CAP ON CLANCY STREET FROM SUNNYVIEW AVENUE TO RIGGIN AVENUE OR WITH THE INSTALLATION OF CURB AND GUTTER ON THE EAST SIDE OF CLANCY STREET, THE DEVELOPER OF THE PROPERTY ON THE EAST SIDE OF CLANCY STREET SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE 1" A C CAP, WHICHEVER IS FIRST

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	125 83	930 00	63 01	7°45'09"
C2	125 83	930 00	63 01	7°45'09"
C3	31 42	20 00	20 00	89°59'51"
C4	42 37	43 00	23 08	56°27'04"
C5	42 37	43 00	23 08	56°27'03"

PARCEL 1
5.0 Ac.

PARCEL 2
5.0 Ac.

PARCEL 3
5.0 Ac.

PARCEL 4
5.96 Ac. GROSS
5.0 Ac. NET
(W/O IRREVOCABLE OFFER)

PARCEL 8
5.8 Ac. GROSS
5.0 Ac. NET*

PARCEL 7
5.7 Ac. GROSS
5.0 Ac. NET*

PARCEL 6
5.7 Ac. GROSS
5.0 Ac. NET*

PARCEL 5
4.7 Ac. GROSS
4.1 Ac. NET *

SEE DETAIL "D"

TEMPORARY TURN AROUND EASEMENTS TO THE CITY OF VISALIA BY THIS MAP

SEE DETAIL "C"

60' IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF VISALIA BY THIS MAP

FD 3/4" IP, TAGGED PLS 4714

FD. 1/2" IP, 24" DEEP TAGGED P.L.S. 4076 REPLACE WITH BRASS DISC

TEMPORARY TURNAROUND EASEMENT TO THE CITY OF VISALIA, RECORDED 7-22-99 DOC NO 1999-0055469 TO BE ABANDONED PER THIS MAP

60' ROAD R/W DEDICATION BY THIS MAP

20' EASEMENT IN FAVOR OF THE CITY OF VISALIA FOR A SEWER LINE REC. 8/18/86, BK 4460, PG 697, TCR.

95' EASEMENT IN FAVOR OF PANATTONI, OATES & MASSIE DEV CO FOR RAILROAD PURPOSES REC. 5/3/83, BK 4065, PG 462, TCR. AND 95' EASEMENT IN FAVOR OF THE CITY OF VISALIA FOR RAILROAD PURPOSES REC. 5/3/83, BK 4065, PG 460, TCR.

EASEMENT FOR TEMPORARY STORM DRAINAGE POND TO THE CITY OF VISALIA, RECORDED DOCUMENT NO.

W1/4 COR 21-18/24
FD 3/4" IP, 12" DEEP
TAGGED LS 5985

FD 1/2" IP, 18" DP TAGGED RCE 17604, 0.08' S OF LINE

CTR. 21-18/24
FD 3/4" IP, FLUSH
TAGGED R.C.E. 5985

FD 1/2" REBAR, 6" DP NO TAG

FD 3/4" IP, 6" DEEP TAGGED L.S. 5985

CL MODOC DITCH

60' EASEMENT FOR PUBLIC UTILITIES RECORDED APRIL 1, 1982 IN BK. 3952, PG. 33 OF T.C.O.R.

20' EASEMENT IN FAVOR OF THE CITY OF VISALIA FOR PUBLIC UTILITIES REC. 5/3/83, BK 4065, PG 460, TCR AND 20' EASEMENT IN FAVOR OF C.J. RITCHIE FARMS FOR PUBLIC UTILITIES REC 5/3/83, BK 4065, PG 462, TCR

PARCEL NO 1 P.M 4400

PARCEL NO. 1 P.M. 4276

LOT LINE ADJUSTMENT DOC NO 94-051993

PARCEL NO 2 P.M 3857

LOT LINE ADJUSTMENT RECORDED 12/4/93 DOC NO 93-070690 R.S. 20/38

PARCEL NO 1 P.M 3857

PARCEL NO 1 P.M 3683

PARCEL NO. 1 P.M 2981

SHIRK STREET

SUNNYVIEW AVENUE

PARCEL MAP NO 3464

S89°52'58"E(R)
N00°06'53"E(R)
C3
673.19'
723.19' N00°07'02"E
693.19'
632.05'
294.61'
374.61'
1317.23' S89°53'07"E
1287.23'
283.45'
692.13' (692.13')

FD. 3/4" IP, TAGGED PLS 4714

FD 1/2" IP, 24" DEEP TAGGED P.L.S. 4076 REPLACE WITH BRASS DISC

TEMPORARY TURNAROUND EASEMENT TO THE CITY OF VISALIA, RECORDED 7-22-99 DOC NO 1999-0055469 TO BE ABANDONED PER THIS MAP

DETAIL "C"
1" = 60'

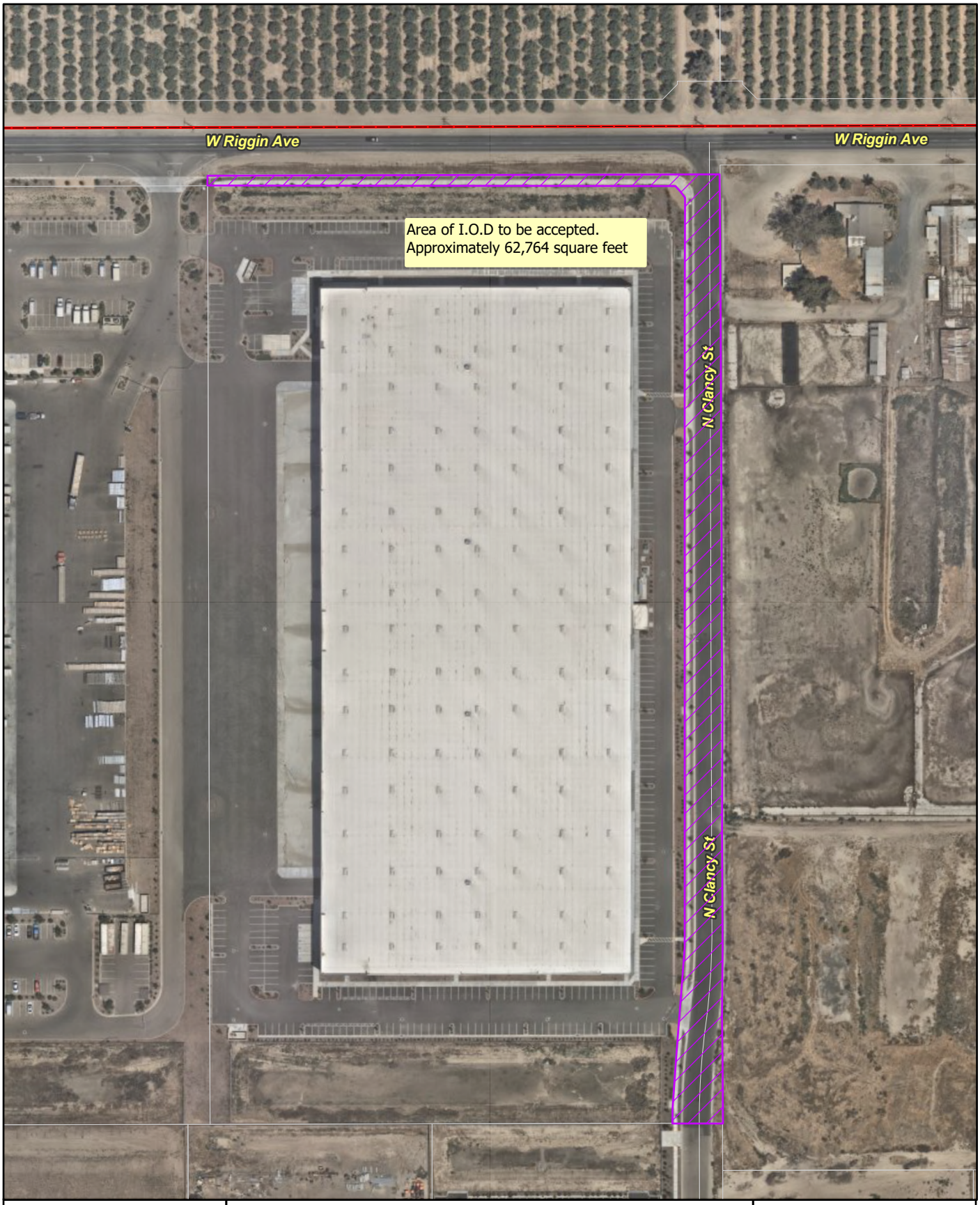
E 1/4 COR 21-18/24

Quad Knopf

SHEET 2 OF 2

Q5/41

L:\Projects\1999\99472\acad\Final Map\99472fm2.dwg 05/17/00 11:11:36 AM PDT



Legend

PARCELS

I. O. D Acceptance

AERIAL MAP

0 50 100 200 300 400

Feet

N

RESOLUTION NO. 2025-58

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PORTION OF THE 13' WIDE IRREVOCABLE OFFER OF DEDICATION OVER PARCEL 2 OF PARCEL MAP NO. 5260 AND ACCEPTANCE OF THE 43' WIDE IRREVOCABLE OFFER OF DEDICATION OVER THE REMAINDER OF PARCEL MAP NO. 4452.

WHEREAS, as a condition of Parcel Map 5260, John Vidovich, LLC a California limited liability company, its General Partner, The Larry and Mary Ritchie Living Trust dated October 30, 2008, and The Jeff and Kristi Ritchie Living Trust dated October 30, 2008, submitted an "Irrevocable Offer to Dedicate Real Property" to the City of Visalia per Parcel Map No. 5260, recorded in Book 53 of Parcel Maps at Page 67, Tulare County Records, document number 2019-0048929; and,

WHEREAS, as a condition of Parcel Map 4452, C. J. Ritchie Farms, A partnership submitted an "Irrevocable Offer to Dedicate Real Property" to the City of Visalia per Parcel Map No. 4452, recorded in Book 45 of Parcel Maps at Page 57, Tulare County Records, document number 2000-0038766; and,

WHEREAS, the City Council of the City of Visalia, having considered evidence submitted, finds it to be in the public interest to accept the real property more particularly and legally described as follows:

All that portion of Parcel 2 of Parcel Map No. 5260, filed for record in Book 53 of Parcel Maps, at Page 67, Tulare County Records, situate in the Northwest quarter of Section 21, Township 18 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Government Township Plats thereof, in the City of Visalia, County of Tulare, State of California, described as follows:

COMMENCING at a point which is the North quarter corner of said Section 21; thence along the East line of said Northwest quarter, South 00°07'06" West, a distance of 42.00 feet to the TRUE POINT OF BEGINNING**,** also being the intersection of the South right-of-way line of Riggin Avenue with the West right-of-way line of Clancy Street, as shown on said Parcel Map No. 5260, also being the northeast corner of said Parcel 2;

thence along said West right -of-way line, also being the East line of said Parcel 2, South 00°07'06" West, a distance of 1221.09 feet to the southeast corner of said Parcel 2; thence along the South line of said Parcel 2, North 89°53'07" West, a distance of 60.00 feet to the beginning of a non-tangent curve concave to the East having a radius of 960.00 feet and to which a radial line bears North 89°52'54" West, shown as an intersection with the westerly Irrevocable Offer of Dedication (IOD) line per Parcel Map No. 4452, filed for record in Book 45 of

Parcel Maps, at Page 57, in said County; thence leaving said South line, along said westerly IOD line, northerly 129.90 feet along said curve through a central angle of 07°45'09" to the beginning of a reverse curve concave to the West having a radius of 900.00 feet;

thence continuing, northerly 121.78 feet along said curve through a central angle of 07°45'09"; thence continuing, along a line parallel with and 43.00 feet distant West (measured at right angles) from the East line of said Northwest quarter, also being the East line of said IOD, North 00°07'06" East, a distance of 944.19 feet to a point of intersection with the Southeast corner of an IOD as shown on said Parcel Map No. 5260;

thence along the South line of said IOD, North 44°52'58" West, a distance of 18.38 feet; thence continuing, along a line parallel with and 13.00 feet distant South (measured at right angles) from the North line of Parcel 2 of said Parcel Map No. 5260, also being the South right-of-way line of Riggin Avenue and the North line of said IOD, North 89°53'01" West, a distance of 603.70 feet to a point of intersection with the West line of said Parcel 2;

thence along said West line, North 00°07'06 East, a distance of 13.00 feet to the Northwest corner of said Parcel 2, also being on the South right-of-way line of Riggin Avenue; thence along the North line of said Parcel 2, said South right-of-way line, and said North IOD line, South 89°53'01" East, a distance of 659.70 feet to the TRUE POINT OF BEGINNING.

Containing 62,764 square feet or 1.44 acres, more or less.
The Basis of Bearings for this description is the north line of said Parcel Map No. 5260. Said line is taken to bear South 89°53'01" East.

See Exhibit B for map.

WHEREAS, the street improvements that were also required and identified as conditions of Parcel Map 5260 and Parcel Map 4452 located on the above described real property have been completed and it is now appropriate for the City of Visalia to accept these completed facilities for public use and as part of the city street system under California Street and Highways Code section 1806.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Visalia hereby accepts the "Irrevocable Offer to Dedicate Real Property" as described herein and made a part thereof for public use, acknowledges completion of the street improvements and accepts these facilities as part of the city street system under California Street and Highways Code section 1806.

PASSED AND ADOPTED: August 4, 2025 Leslie B. Caviglia, CITY CLERK

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

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2025-58 passed and adopted by the Council of the City of Visalia at a regular meeting held on August 4, 2025.

Dated: _____ Leslie B. Caviglia, CITY CLERK

_____
By Reyna Rivera, Chief Deputy City Clerk

EXHIBIT 'A'

All that portion of Parcel 2 of Parcel Map No. 5260, filed for record in Book 53 of Parcel Maps, at Page 67, Tulare County Records, situate in the Northwest quarter of Section 21, Township 18 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Government Township Plats thereof, in the City of Visalia, County of Tulare, State of California, described as follows:

COMMENCING at a point which is the North quarter corner of said Section 21; thence along the East line of said Northwest quarter, South 00°07'06" West, a distance of 42.00 feet to the **TRUE POINT OF BEGINNING,** also being the intersection of the South right-of-way line of Riggin Avenue with the West right-of-way line of Clancy Street, as shown on said Parcel Map No. 5260, also being the northeast corner of said Parcel 2; thence along said West right -of-way line, also being the East line of said Parcel 2, South 00°07'06" West, a distance of 1221.09 feet to the southeast corner of said Parcel 2; thence along the South line of said Parcel 2, North 89°53'07" West, a distance of 60.00 feet to the beginning of a non-tangent curve concave to the East having a radius of 960.00 feet and to which a radial line bears North 89°52'54" West, shown as an intersection with the westerly Irrevocable Offer of Dedication (IOD) line per Parcel Map No. 4452, filed for record in Book 45 of Parcel Maps, at Page 57, in said County; thence leaving said South line, along said westerly IOD line, northerly 129.90 feet along said curve through a central angle of 07°45'09" to the beginning of a reverse curve concave to the West having a radius of 900.00 feet; thence continuing, northerly 121.78 feet along said curve through a central angle of 07°45'09"; thence continuing, along a line parallel with and 43.00 feet distant West (measured at right angles) from the East line of said Northwest quarter, also being the East line of said IOD, North 00°07'06" East, a distance of 944.19 feet to a point of intersection with the Southeast corner of an IOD as shown on said Parcel Map No. 5260; thence along the South line of said IOD, North 44°52'58" West, a distance of 18.38 feet; thence continuing, along a line parallel with and 13.00 feet distant South (measured at right angles) from the North line of Parcel 2 of said Parcel Map No. 5260, also being the South right-of-way line of Riggin Avenue and the North line of said IOD, North 89°53'01" West, a distance of 603.70 feet to a point of intersection with the West line of said Parcel 2; thence along said West line, North 00°07'06 East, a distance of 13.00 feet to the Northwest corner of said Parcel 2, also being on the South right-of-way line of Riggin Avenue; thence along the North line of said Parcel 2, said South right-of-way line, and said North IOD line, South 89°53'01" East, a distance of 659.70 feet to the **TRUE POINT OF BEGINNING**.

Containing 62,764 square feet or 1.44 acres, more or less.

See Exhibit 'B', attached hereto and made a part hereof.

The Basis of Bearings for this description is the north line of said Parcel Map No. 5260. Said line is taken to bear South 89°53’01” East.

July 23, 2025

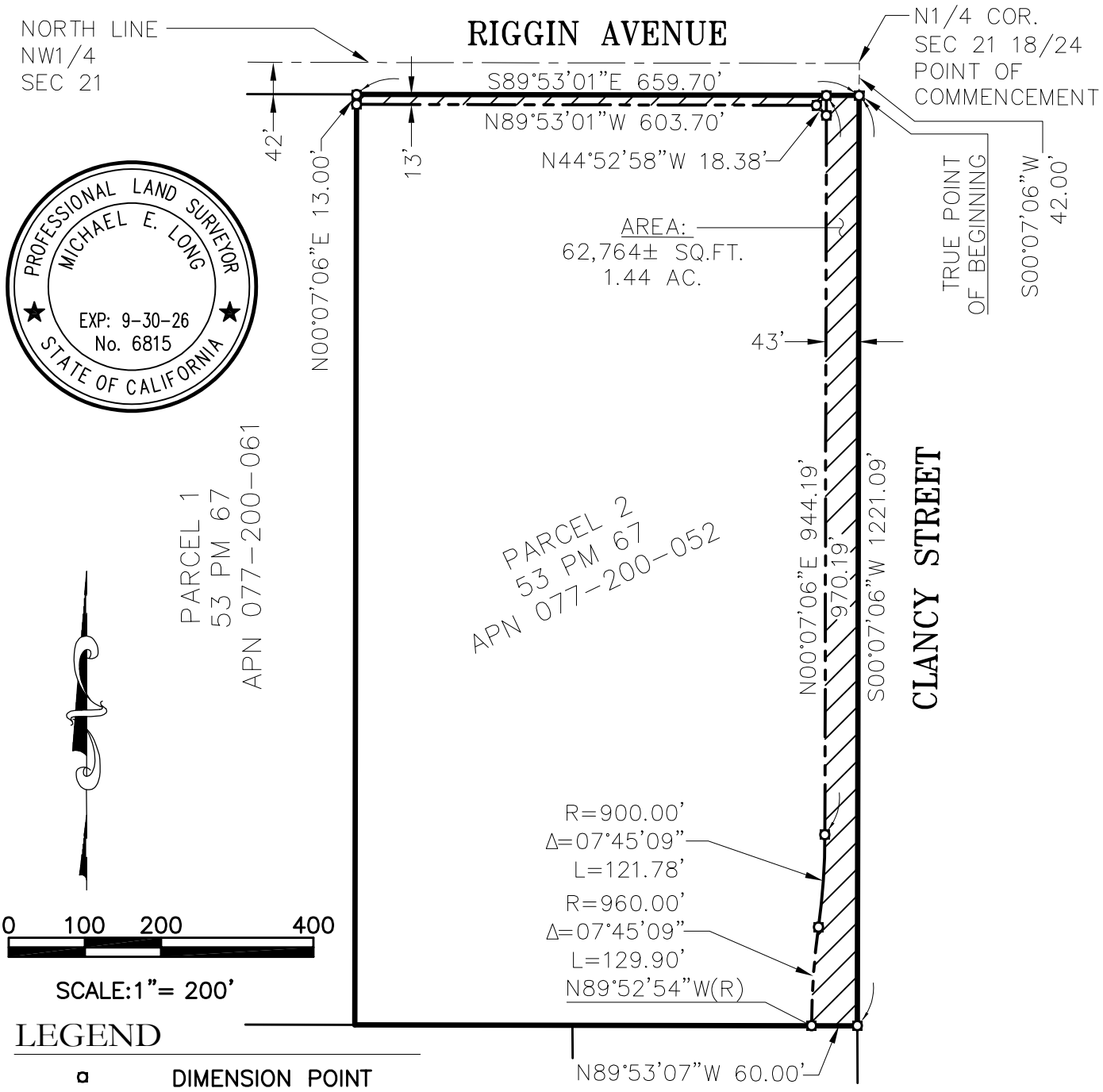
END OF DESCRIPTION

PREPARED BY INTERWEST CONSULTING GROUP
ELK GROVE, CALIFORNIA



EXHIBIT 'B'

PLAT TO ACCOMPANY
DESCRIPTION



LEGEND

a	DIMENSION POINT
—·—·—	RIGHT-OF-WAY LINE
———	LOT LINE
▨	INDICATES IRREVOCABLE OFFER OF DEDICATION TO BE ACCEPTED INTO THE CITY PUBLIC RIGHT OF WAY SYSTEM ±62,764 SQ. FT.

ENGINEERING & BUILDING
CITY HALL EAST
315 E. ACEQUIA AVENUE
VISALIA, CA 93291
TEL: 559.713.4444

JULY 23, 2025

SHEET 1 OF 1

VISALIA

Visalia City Council

Staff Report

File #: 25-0310 **Agenda Date:** 8/4/2025 **Agenda #:** 5.

Agenda Item Wording:
Approve the Purchase of (3) Godwin Portable Pumps - Authorize the purchase of 3 Godwin Portable Pumps for the Wastewater Collections Division from Pac Machine Company for $181,561.06, appropriate $8,590.27 from the Storm Sewer Maintenance Fund, and appropriate $25,770.79 from the Wastewater Fund.

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

Department Recommendation: Staff recommends that Council approve the purchase of (3) Godwin Portable Pumps for the Wastewater Collections Division from Pac Machine Company for $181,561.06 utilizing GSA Cooperative Purchasing Contract 47QSMS24D00C6, appropriate $8,590.27 from the Storm Sewer Maintenance Fund and appropriate $25,770.79 from the Wastewater Fund.

Summary:
The City of Visalia relies on diesel-powered trailer-mounted pumps as emergency backup units for critical stormwater and sanitary sewer lift stations, ensuring continuous service during power outages, equipment failures, or maintenance. The City currently operates several aging Tier 3 diesel pumps that are due for replacement in order to maintain operational readiness and meet current air quality standards. To replace these pumps, Staff proposes purchasing three Godwin Tier 4 diesel pumps from Pac Machine Company utilizing GSA Cooperative Purchasing Contract 47QSMS24D00C6, a competitively awarded federal contract that offers favorable pricing and streamlines procurement. This purchase aligns with the City's equipment replacement schedule and will improve emergency response capacity while maintaining compliance with current air quality standards.

Background Discussion:
Pac Machine Company is a distributor of Godwin pumps and is listed as an authorized vendor under GSA Contract 47QSMS24D00C6. Utilizing this competitively awarded federal contract allows the City to procure equipment at favorable pricing without issuing a separate Request for Bids (RFB), in accordance with the City's purchasing policies and procedures.

Staff proposes to purchase three (3) Godwin Tier 4 diesel pumps, which offer reduced emissions and improved fuel efficiency compared to the existing Tier 3 models. These pumps are powered by John Deere Tier 4 diesel engines, which are compliant with the latest emissions regulations and have a proven track record for reliability in demanding municipal and industrial applications.

The City already maintains a service contract with The Pape Group, a certified John Deere service provider, which allows for streamlined maintenance, timely repairs, and minimal equipment downtime. The ability to service these engines under an existing contract reduces long-term

maintenance risk and supports operational continuity.
The new pumps will replace three outdated pumps. They will be deployed at key storm and sanitary sewer lift stations to provide critical backup pumping capacity during emergencies. By leveraging GSA Contract 47QSMS24D00C6, the City can ensure compliance with procurement regulations while expediting delivery and taking advantage of competitively negotiated pricing. This purchase aligns with the City's capital equipment replacement schedule and supports long-term reliability of essential wastewater and stormwater infrastructure.

Fiscal Impact: The total cost of the (3) Godwin Portable Pumps, including sales tax and freight, is $181,561.06. Currently, $110,400 in the Wastewater Fund (431) and $36,800 in the Storm Sewer Maintenance Fund (481) are budgeted for this purchase in the Capital Improvements Program under VH0291 for a total of $147,200. An additional appropriation is needed in the amount of $34,361.06, $8,590.27 from Fund 481 and $25,770.79 from Fund 431, to cover the remaining balance. The proportional cost is based on a 75% / 25% split between Funds 431 and 481, respectively.

Prior Council Action: N/A

Other: None

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve the purchase of (3) Diesel Portable Pumps for the Wastewater Collections Division from Pac Machine Company for $181,561.06, appropriate $8,590.27 from the Storm Sewer Maintenance Fund and appropriate $25,770.79 from the Wastewater Fund.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/4/2025

Attachments:
Contract Clauses With Piggyback Language (pg. 158)
Pac Machine Company Quote
GSA Contract Price List With Quote
Sole Source Info

Contract Clause Document

for

Solicitation Number : **47QSMD20R0001**

Refresh Number : **26**

Contract Number : **47QSMS24D00C6**

Created on May 27, 2025

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52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a

system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide

evidence necessary to sustain an exemption.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the

Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer’s written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer’s approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations,

documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991)

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled "Commercial Bill of Lading Notations."

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA	Clause

	OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010)	
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2024) (DEVIATION FEB 2025)	Clause
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS	Clause

	SUBCONTRACTORS (JAN 2017)	
52.245-1	GOVERNMENT PROPERTY (SEP 2021)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)	Clause

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within by written notice to the Contractor within 30 calendar days before the contract expiration date..

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the

Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I – SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to

raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practices Format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.216-70 Deviation II.

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause#

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall#

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of

post-consumer material content; and

(2) Submit this estimate to X.

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply

with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor‘s employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor’s right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor’s best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation*. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor —

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: Regulation 52.216-19
"Due to a system limitation, a Maximum Order value of $250,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined at the task order level (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by To be determined at the task order level (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR

CERTAIN SERVICES--REQUIREMENTS (MAY 2014)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

(a) *Definitions*. As used in this clause –

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software” –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore

the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) *General.*

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at http://fms.treas.gov/debt/ index.html. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) *Contractor payment request.*

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

Note: Regulation 52.232-36
Proposed prices must be inclusive of all costs associated with acceptance of the Governmentwide commercial purchase card (e.g., payment processing fees). Schedule contractors may not impose a surcharge at the order level for payment by Governmentwide commercial purchase card.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The

submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur.

Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government’s examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed

or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, “Price Reductions”; and 552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.” In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause I-FSS-969 Alternate II.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition*. *United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR

parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

(a) *Definitions.* As used in this clause –

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

I-FSS-969 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reductions clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public-based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination

of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent (SEE CLAUSE NOTE%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: The increased contract prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation I-FSS-969
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.216-70 ECONOMIC PRICE ADJUSTMENT – FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II – JUL 2016)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors may submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).

(2) Increases are requested before the last 60 days of the contract period.

(3) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed SEE CLAUSE NOTE percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) Documentation supporting the reasonableness of the price increase shall be submitted with the request for a price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate smaller increases when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Note: Regulation 552.216-70
The EPA Ceiling Limit for this clause is hereby established as 4% for the Human Capital Category, 5% for the Professional Services Category, 5% for the Travel Category and 10% for all other Large Categories.

NOTE: This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) “Guidelines for Regulating Wood Packaging Material in

International Trade," approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based,

provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

(a) *Definitions*. As used in this clause —

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1– September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions*. As used in this clause –

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage

determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage*. In the absence of a minimum wage attachment for this contract, neither the

Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages

paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontract*s. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to

service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or

if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Note: Regulation 52.222-41
NOTE: This clause does not apply to the following 5 subcategories under Large Category C - Furniture and Furnishings: Office Furniture; Healthcare Furniture; Household, Dormitory & Quarters Furniture; Packaged Furniture; Miscellaneous Furniture.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply

to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

(a) *Definitions*. As used in this clause —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"'Registered in the System for Award Management (SAM)" means that —

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as

well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"*System for Award Management (SAM)*" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"*Unique entity identifier*" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or *doing business* as name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ''Suspension of Payment'' paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov. for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor’s EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor’s EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for “Delivery Within Consignee's Premises” applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of “Delivery Within Consignee's Premises,” and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish “Delivery Within Consignee's Premises” at the additional charge awarded. When an ordering activity issues an order on the basis of “Delivery Within Consignee's Premises” at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery “F.o.b. Destination, Within Consignee's Premises” in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify “Delivery Within Consignee's Premises” on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional

charge(s) for “Delivery Within Consignee's Premises” will be shown as separate entries on the order..

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES”

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not

limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. 47QSMD20R0001 Refresh 0026

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, Price Reductions and 552.238-80, Industrial Funding Fee and Sales Reporting. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Note: Regulation 552.238-83
The types of books, documents, papers and records shall include but are not to be limited to:

- Eligible users of the GSA Sources of Supply and Services, as defined by OGP 4800.2I and/or subsequent orders,
- Basis of Award customers, 552.238-81 Price Reductions, and 552.238-80 Industrial Funding Fee and Sales Reporting,
- Verifying CSP-1 Form accuracy and completeness,
- GSA MAS Contractor Team Arrangements (CTAs), and
- Authorized Dealers incorporated into the MAS contract by the Contracting Officer.

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date

of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

End of clause

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

End of clause

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAR 2020)

(a) *Definition.*

"*Small business concern*," as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

End of clause

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be

required.

(b) Eligible ordering activities will utilize GSA's online shopping and ordering system to review a Contractors' price lists.

End of clause

Note: Regulation 552.238-77
Contractors must follow the detailed guidance and requirements provided in the Requirements after getting a MAS contract page (https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule/help-with-mas-contracts-to-sell-to-government/requirements-after-getting-a-mas-contract?gsaredirect=mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(a) *Definitions*. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR

229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor's preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) *First-tier subcontract information*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov

to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor*. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if -

(i) In the subcontractor's preceding fiscal year, the subcontractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) *Definition.* As used in this clause-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60– 741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause -

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS–4212 "Federal Contractor Veterans' Employment Report" (see "VETS–4212 Federal Contractor Reporting" and "Filing Your VETS–4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MaY 2020)

(a) Definitions. As used in this clause--

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General*.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery*.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/);or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered “issued” when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C.1651, *etseq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with –

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1- June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor

shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include–

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including “zero” sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3)) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including “zero” sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)’s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the “Treasury Reporting Rates of Exchange” issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm.

(b) The Contractor shall remit the IFF at the rate set by GSA’s FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://srp.fas.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such

instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

End of Clause

Note: Regulation 552.238-80
FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (ALTERNATE I - JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none insert *None*)	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Note: Regulation 52.223-3
Safety Data Sheets, hazardous material labels and other relevant data should not be submitted to the MAS Contracting Officer. This information should be provided directly to the ordering activity in accordance with this clause.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by the addition of “(DEVIATION

FAR (clause number))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of Clause)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

(a) *Definitions.* As used in this clause-

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government- furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific

requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts*.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems*.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(*1*) through (*5*) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material*. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor’s maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to

contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules*.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may-

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Post submission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121 st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the

property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules*. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property*.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.219-33 NONMANUFACTURER RULE (SEP 2021)

(a) Definitions. As used in this clause—

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify

as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end
item to modify its performance will not be considered the end item manufacturer, where those identical
modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) Applicability.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.
(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside, in total or in part, for any of the small business concerns identified in 19.000(a)(3);
(ii) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(iii) Orders expected to exceed the simplified acquisition threshold and that are—

(A) Set aside for small business under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(B) Issued directly to a small business concern under multiple-award contracts as described in 19.504(c)(1)(ii);
(iv) Orders, regardless of dollar value, that are—

(A) Set aside in accordance with subparts 19.8, 19.13, 19.14, and 19.15 under multiple award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(B) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, and 19.15 under multiple-award contracts as described in 19.504(c)(1)(ii); and
(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern
unless the Contractor waived the evaluation preference.
(c) Requirements.

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of
this clause instead;
(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in
a manner consistent with industry practice; for example, providing storage, transportation, or delivery.
(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of
the components of the kit shall be manufactured, processed, or produced in the United States or its
outlying areas by small business concerns.

(End of clause)

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan (see 19.705-7), established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor’s failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

End of Clause

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential“ or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the

Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including -

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and have a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause —

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(a) *Definitions.* As used in this clause -

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses

covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at *https://dibnet.dod.mil.* For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that

have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the "EPA Registration Number" for each item offered. Any offer which does not specify a current "EPA Registration Number" in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services), whichever is applicable to the resultant contract.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE I - MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be transmitted:

(i) *Information requested in paragraphs* (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, transmit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be transmitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be transmitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Products and Commercial Services*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments*

Programs—Supplies.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) Electronic transmission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic transmission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic transmission standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

End of clause

Note: Regulation 552.238-82
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE II MAY 2019)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must transmit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be

submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Products and Commercial Services, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

End of clause

Note: Regulation 552.238-82
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions*. As used in this clause —

“Energy-efficient product” means a product that–

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

“GSA Advantage!” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of

these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

"Post-consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

"Recovered materials" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power

"Renewable energy technology" means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an product's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I-NOV 2021)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services). the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

(a) *Definitions.* As used in this clause -

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means -

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item -

(1) Means any item of supply (including construction material) that is -

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person -

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of -

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for -

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs —

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is —

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to —

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the

living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor shall —

(1) Notify its employees and agents of —

(i) The United States Government's policy prohibiting trafficking in persons, described in

paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the

requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum -

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not -

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from -

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government,

including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that -

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either -

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker –

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2) —

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee” —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

“United States” means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered

work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid

sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS (NOV 2021) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3.]

(1) Information required by the clause at 552.238-82, Modifications (Multiple Award Schedule).

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to

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(7) To support the price reasonableness of order-level materials–

(i) The Contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the Contractor under paragraph (i)(1)(ii)(A) of FAR clause 52.212-4 Alternate I.

(B) If the Contractor cannot obtain three quotes, the Contractor shall maintain documentation of why three quotes could not be obtained to support their determination.

(C) A Contractor with an approved purchasing system, per FAR subpart 44.3, shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A) through (B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per paragraph (i)(1)(ii)(D)(2) of FAR clause 52.212-4 Alternate I, the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.238-83, *Examination of Records by GSA (Federal Supply Schedules)*, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the Industrial Funding Fee (IFF) and the Sales Reporting clauses of the contract.

(10) Order-level materials are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts.*

(ii) 552.238-77 *Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.*

(iii) 552.238-81 *Price Reductions.*

End of clause

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)

(a) Definitions.

"Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work

related and/or public information resources.

"Individuals with Disabilities" mean qualified individuals with impairments as cited in 29 U.S.C. 705(20) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to individuals with disabilities.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for individuals with disabilities. Identification should include the type of disability accommodated and how the users with that disability would be helped.

End of clause

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the FSS contract ordering period.

End of clause

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) Applicability. This clause applies only to—
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8,

19.13, 19.14, and 19.15;
(4) Orders expected to exceed the simplified acquisition threshold and that are—
(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
(5)Orders, regardless of dollar value, that are—
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii)Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) Independent contractors. An independent contractor shall be considered a subcontractor.
(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
By the end of the base term of the contract and then by the end of each subsequent option period; or
By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED

WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022)

(a) Definitions.

Economically disadvantaged women-owned small business (EDWOSB) concern, as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and is certified pursuant to 13 CFR 127.300 as an EDWOSB. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns;

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to EDWOSB concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) For EDWOSB set-aside procurements, offers are solicited only from certified EDWOSB concerns or EDWOSB concerns with a pending application for certification in the Dynamic Small Business Search (DSBS).

(2) For EDWOSB sole-source awards, offers are solicited only from certified EDWOSB concerns.

(3) Offers received from other concerns will not be considered.

(4) Any award resulting from this solicitation will be made to a certified EDWOSB concern.

(d) *Joint Venture.* A joint venture may be considered an EDWOSB concern if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and paragraph (c)(3) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the EDWOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the EDWOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS

ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (OCT 2022)

(a) *Definitions.* As used in this clause—

Definition. Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300 as a WOSB. A certified EDWOSB is automatically eligible as a certified WOSB.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General.*

(1) For WOSB set-aside procurements, offers are solicited only from certified WOSB concerns eligible under the WOSB Program or WOSB concerns with a pending application for certification status in the Dynamic Small Business Search (DSBS).

(2) For WOSB sole-source awards, offers are solicited only from certified WOSB concerns.

(3) Offers received from other concerns shall not be considered.

(4) Any award resulting from this solicitation will be made to a certified WOSB concern eligible under the WOSB Program.

(d) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and (c)(3) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE

AWARD (OCT 2022)

(a) *Definitions. HUBZone small business concern, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).*

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General.*

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Joint Venture*. A joint venture may be considered a HUBZone concern if—

(1) At least one party to the joint venture is a HUBZone small business concern and complies with 13 CFR 126.616(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business party or parties to the joint venture must be more than administrative functions.

(End of clause)

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)

(a) *Security clearances*. The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule (MAS).

(b) *Travel*. The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by FAR part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under MAS. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency.

The Industrial Funding Fee does not apply to travel and per diem charges.

(c) *Certifications, licenses and accreditations*. As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses, and accreditations for specific Federal Supply Code (FSC)/Product Service Code (PSC) classifications offered. All costs associated with obtaining/ possessing such certifications, licenses, and accreditations should be factored into the price offered under MAS.

(d) *Insurance*. As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/PSC classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under MAS.

(e) *Personnel*. The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering agencies may require prior approval of additions or replacements to key personnel.

(f) *Organizational conflicts of interest*. Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such an order may be restricted in accordance with FAR part 9.5.

(g) *Documentation/Standards*. The Contractor may be requested to provide products or services in accordance with rules, regulations, Office of Management and Budget orders, standards and documentation as specified by the order.

(h) *Data/Deliverable requirements*. Any required data/deliverables at the order level will be specified or negotiated by the ordering agency.

(i) *Government-furnished property*. As specified by the order, the Government may provide property, equipment, materials or resources as necessary.

(j) *Availability of funds*. Many ordering agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) *Overtime*. For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

(End of clause)

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 52.238-80, Industrial Funding Fee and Sales Reporting (i.e., each contractor participating in a contractor team arrangement must report sales and remit the Industrial Funding Fee for all products and services provided under its individual contract).

(End of clause)

I-FSS-600 CONTRACT PRICE LISTS (DEC 2022)

(a) *Electronic Contract Data*.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed format as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete, correct, readable, virus free, and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, current pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to the GSAR clause at 552.238-88, GSA Advantage!®, for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in GSAR clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA logo on their website for those supplies or services covered by this contract. Contractors may link the GSA logo to their FSS price list. Only GSA Schedule holders may use the GSA logo, which is at https://www.gsa.gov/logos. All resultant "web price lists" shown on the Contractor's website must be in accordance with paragraph (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

(5) The Contractor is responsible for keeping all electronic catalogs data current, accurate, and complete; e.g., prices, product deletions and replacements, etc.

(b) *Federal Supply Schedule Price Lists*.

(1) The Contractor must prepare and distribute an FSS price list as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor must prepare an FSS price list by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. The cover page of the FSS price list must include the following statement: "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the FSS price list must include the following information prepared in the following format:

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: https://www.GSAAdvantage.gov.

Schedule title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).

Contract number

Contract period

Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)

Contractor’s internet address/website where Schedule information can be found (as applicable)

Contract administration source (if different from preceding entry)

Business size

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the FSS price list, a table of contents must be shown on the cover page that refers to the exact location of the information.
1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).
1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment discounts, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, the Contractor shall insert “Not applicable” for this item.
2. Maximum order.
3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms. The Contractor must insert the following statement after identifying the prompt payment terms: "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
9. Foreign items (list items by country of origin).
10a. Time of delivery. (Contractor insert number of days.)
10b. Expedited Delivery. The Contractor must insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its FSS price list that have expedited delivery.
10c. Overnight and 2-day delivery. The Contractor must indicate whether overnight and 2-day delivery are available. Also, the Contractor must indicate that the ordering activity may contact the Contractor for rates for overnight and 2-day delivery.
10d. Urgent Requirements. The Contractor must note in its FSS price list that ordering agencies can request accelerated delivery for urgent requirements.
11. F.O.B. point(s).
12a. Ordering address(es).
12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
14. Warranty provision.
15. Export packing charges, if applicable.
16. Terms and conditions of rental, maintenance, and repair (if applicable).
17. Terms and conditions of installation (if applicable).
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
18b. Terms and conditions for any other services (if applicable).
19. List of service and distribution points (if applicable).

20. List of participating dealers (if applicable).
21. Preventive maintenance (if applicable).
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at https://www.section508.gov/.
23. Unique Entity Identifier (UEI) number.
24. Notification regarding registration in the System for Award Management (SAM) database.

(4) Amendments to the FSS price lists must include on the cover page the same information as the current FSS price list plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information in the FSS price list will cause the Contractor to resubmit/correct the FSS price list, and may constitute sufficient cause for termination, pursuant to GSA clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

Note: Regulation I-FSS-600
- All Commercial Off the Shelf (COTS) and commercial type products are prohibited from being duplicated and published to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Commercial Off the Shelf (COTS) and commercial type products should be published for sale on GSA Advantage OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Services offerings are prohibited from being duplicated and published to the Price List generated by the FAS Catalog Platform (FCP) AND the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Service offerings should be published to a Price List generated by FCP OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)

(a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) Terms of Offering and Sales. Contractors shall not offer or sell products under this contract for which they do not have authorization, as applicable, and they lack an uninterrupted source of supply sufficient to satisfy the Government's requirements.

(1) Manufacturer Authorization Program.

(i) For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor shall be included in such a program to sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(ii) If the Contractor is not included in any authorization program, then sales of those products under this contract are not permitted.
(iii) For products that manufacturers do not manage through any authorization program, the Contractor need only provide the uninterrupted source of supply as required by paragraph (b)(2) of this clause.

(2) Uninterrupted Source of Supply. The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Government's requirements for all products on its contract.

(3) Manufacturer Prohibitions. The Contractor shall not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from selling.

(c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization program status, uninterrupted source of supply, or manufacturer prohibition, the Contracting Officer will give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with GSAR clause 552.238-79, Cancellation.

(End of clause)

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)

Offerors should complete paragraphs (a) and (b) of this clause if providing both domestic and overseas delivery. Complete paragraph (a) of this clause if providing domestic delivery only. Complete paragraph (b) of this clause if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, including reviews of Contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) *Domestic*.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) *Overseas*. Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from ordering agencies. (Also, see the requirement in GSAR clause 552.238-97, Parts and Service) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(End of provision)

I-FSS-106 GUARANTEED MINIMUM (DEC 2022)

(a) The guaranteed minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(b) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of reportable sales and fees and receipt of the close-out sales report pursuant to GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting.

(c) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)
(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of
accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
(2) The Contractor agrees to make such payments to its small business subcontractors without any
further consideration from or fees charged to the subcontractor.
(b) The acceleration of payments under this clause does not provide any new rights under the
Prompt Payment Act.
(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small
business concerns, including subcontracts with small business concerns for the acquisition of
commercial products or commercial services.

(End of clause)

552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a)Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a)certifications, 8(a)eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a)contractor under the 8(a)program.

The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1)To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a)regulations), when the owner or owners upon whom 8(a)eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2)To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

552.238-117 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (OCT 2023)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C.6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and

are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I-FSS-639 CONTRACT SALES CRITERIA (SEP 2023)

The Federal Supply Schedule (FSS) Contracting Officer may decide not to exercise the first option to extend the term of the contract if the Contractor’s reported sales are not expected to exceed $100,000 within the first 60 months following contract award. The FSS Contracting Officer may decide not to exercise subsequent options to extend the term of the contract if the Contractor's reported sales did not exceed $125,000 each 60 month period thereafter.

(End of clause)

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The Contracting Officer should check the clauses in paragraph (b) that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity. The GSAR clauses[ ]in paragraph (b) of this section are incorporated by reference.

(b) Clauses.

X 552.203-71 Restriction on Advertising

Varies by Category, Subcategory and SIN 552.211-73 Marking

Varies by Category, Subcategory and SIN 552.219-70 Allocation of Orders—Partially Set-Aside Items

X 552.229-70 Federal, State, and Local Taxes

Varies by Category, Subcategory and SIN 552.232-72 Final Payment Under Building Services Contracts

Varies by Category, Subcategory and SIN 552.237-71 Qualifications of Employees

N/A 552.242-70 Status Report of Orders and Shipments

(End of Clause)

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or

components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the lists in paragraphs (a) and (b). The contracting officer may add the date of the provision or clause if desired for clarity. The GSAR following provisions in paragraph (a) and GSAR clauses [in paragraph (b)] are incorporated by reference.

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

* _____* 552.215-70 Examination of Records by GSA

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

X 552.232-23 Assignment of Claims

(End of Clause)

52.225-5 TRADE AGREEMENTS (NOV 2023)

(a) Definitions. As used in this clause-

“Caribbean Basin country end product”—

(1) Means an article that-

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703 (b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to,

mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note3(c), Products Eligible for Special Tariff treatment.

(2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste,

Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the

Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

End of clause

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic

invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government

that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the

demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government’s convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this

contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier

agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to fixed price orders.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)

(a) *Definitions.* As used in this clause —

Kaspersky Lab covered article means any hardware, software, or service that —

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means —

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, *e.g.*, "Kaspersky"

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from —

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (DEC 2023) (ALT I DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing

services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).
[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]
Yes DHS FASCSA Order
Yes DoD FASCSA Order
Yes DNI FASCSA Order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source

is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The

Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAR 2024)

n accordance with the GSAR clause at 552.238-113, Authorities Supporting Use of Federal Supply Schedule Contracts, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

(End of clause)

552.238-112 DEFINITIONS- FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

As used in this contract,

Eligible means an entity that meets the requirements prescribed by statute, regulation, or other authority for purposes of being able to use Federal Supply Schedule (FSS) contracts. Information about FSS eligibility is available at https://www.gsa.gov/eligibilitydeterminations.

Ordering activity (also called “ordering agency” and “ordering office”) means an entity that is eligible to place orders or establish blanket purchase agreements (BPA) under this contract.

(End of clause)

552.238-113 AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include, but are not limited to:.

(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.

(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).

(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).

(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian Self-Determination and Education Assistance Act (ISDEAA)).

(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).

(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or function under the direction of the Architect of the Capitol).

(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.

(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government corporations as defined in 31 U.S.C. 9101.

(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purpose of purchasing the types of supplies and services described in 40 U.S.C. 502(c). The types of supplies and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any successor categories). The GSA program implementing this authority is the Cooperative Purchasing program.

(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), or facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.

(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C.502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.

(14) FAR subpart 51.1, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR subpart 51.1.

(End of clause)

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAR 2024)

(a) Definition — Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)

(b) Responsibilities. Eligible non-Federal entities are responsible for complying with—

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at https://www.gsa.gov/schedules

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).

(c) Acceptance. (1) The Contractor is encouraged, but not obligated, to accept orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However, purchase card orders must be rejected within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.

(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.

(d) Conditions of acceptance. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:

(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein “the parties”). For BPAs, a separate agreement is formed between the parties.

(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i)FAR clause 52.233-1, Disputes, and

(ii)Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with laws unique to Government contracts, of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(3) The U.S. Government is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. Disputes which cannot be resolved by the parties may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations, and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, the parties are encouraged to resolve disputes through alternative dispute resolution.

(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against the U.S. Government or any of its agencies with respect to any failure of performance by the other party.

(e) Additional terms and conditions. Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may be made a part of an order or a BPA to the extent that these terms and conditions do not conflict with the terms and conditions of this contract. The

Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.

(f) Payment. (1) The Contractor is responsible for obtaining all payments due to the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under this contract, without recourse to the U.S. Government or any of its agencies that awarded this contract or administer this contract.

(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to a State prompt payment law, the terms and conditions of paragraph (i) of the GSAR clause at 552.212-4, apply to such entities in the same manner as to Federal entities.

(g) Fee and sales reporting. The requirements of the GSAR clause at 552.238-80, Industrial Funding Fee and Sales Reporting, apply to any sales to eligible non-Federal entities under this contract.

(End of clause)

52.219-27 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (FEB 2024)

(a) *Definition.*

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16) and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB)-Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, SDVOSB concerns eligible under the SDVOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for SDVOSB concerns eligible under the SDVOSB Program;

(3) Orders set aside for SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 8.405–5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Effective January 1, 2024, for SDVOSB set-aside or sole-source procurements, offers are solicited only from, and awards resulting from this solicitation will be made only to, concerns—

(i) Designated in SAM as an SDVOSB concern certified by SBA; or

(ii) That have represented their status as an SDVOSB in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

(2) Offers received from concerns that do not meet the criteria of paragraph (c)(1)(i) or (ii) of this clause, shall not be considered.

(d) A joint venture may be considered an SDVOSB concern if the managing partner of the joint venture complies with the criteria defined in paragraph (a) of this clause and 13 CFR 128.402.

(e) In a joint venture that complies with paragraph (d) of this clause, the SDVOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the SDVOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

(a) *Definitions*. As used in this clause—

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)

(a) *Definition.* As used in this clause —

"*Global warming potential*" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"*High global warming potential hydrofluorocarbons*" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (https://www.epa.gov/snap/).

"*Hydrofluorocarbons*" means compounds that only contain hydrogen, fluorine, and carbon.

"*Ozone-depleting substance*," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

52.223-20 AEROSOLS (MAY 2024)

(a) *Definitions.* As used in this clause —

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at

https://www.epa.gov/snap/.

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as —

(1) In-use emission rates, energy efficiency;

(2) Safety, such as flammability or toxicity;

(3) Ability to meet technical performance requirements; and

(4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

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52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024)

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means products and services that are subject to and meet the following applicable statutory mandates and directives for purchasing:

(1) Statutory purchasing programs.

(i) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(ii) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products and https://www.energystar.gov/products?s=mega).

(iii) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 3201) (https://www.biopreferred.gov).

(iv) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone

42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

(2) Required EPA purchasing programs.

(i) WaterSense® labeled (water efficient) products and services (https://www.epa.gov/watersense/watersense-products).

(ii) Safer Choice-certified products (products that contain safer chemical ingredients) (https://www.epa.gov/saferchoice/products).

(iii) Product and services that meet EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023 (https://www.epa.gov/greenerproducts/recommendations-specifications-standards-and-ecolabels-federal-purchasing).

(b) Requirements.

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(3) (i) Except as provided in paragraph (b)(3)(ii) of this clause, sustainable products and services must meet the applicable standards, specifications, or other program requirements at time of quote or offer submission; and

(ii) Sustainable products and services must meet the EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023.

(c) Resource. The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which purchasing programs apply to a specific product or service.

End of clause

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

(a) *Definitions*. As used in this clause –

"*Driving*" –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"*Text messaging*" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.204-27 PROHIBTION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) Definitions. As used in this clause -

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Information technology, as defined in 40 U.S.C. 11101(6) –

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use -

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support

services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020) ALTERNATE I (MAY 2024) (DEVIATION)

(a) *Definition*. Transactional data, as used in this clause, encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) *Reporting of transactional data*. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the reporting system at an internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website at https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure.

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

(xii) Special Item Number (SIN).

(xiii) Agency Name (for OS4 SINs only).

(xiv) Tier 3 Agency Name (for OS4 SINs only).

(3) The Contractor may provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Order Date.

(ii) Ship Date.

(iii) Zip Code Shipped To.

(iv) Federal Customer - Treasury Agency Code.

(4) Based on the reporting points listed in paragraph (b)(8) of this clause, the Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(5) The Contractor must report transactional data elements with an associated monetary value (e.g., price paid per unit and total price)] in U.S. dollars.

(6) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(7) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(8) Reporting Points. (i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(9) The Contractor must furnish transactional data reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(10) Unless otherwise expressly stated by the ordering activity, orders that contain classified

information or other information that would compromise national security are exempt from this reporting requirement.

(11) This clause does not exempt the Contractor from fulfilling reporting requirements contained elsewhere in the contract.

(12) GSA reserves the unilateral right to change reporting instructions and reporting procedures following 60 calendar days advance notification to the Contractor.

(c) *Industrial Funding Fee*.

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the IFF amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The IFF is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The IFF will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) part 12, 13, 14, or 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days advance notification to the Contractor.

(d) *Non-compliance*. The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the
applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR subpart
32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding
or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the
required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for
the Government to terminate the contract for cause.

Note: Regulation 552.238-80

Subpart - paragraph (b)(3) TDR data elements -

Order date - this field is optional for products only
Ship date - this field is optional for products only

Zip Code shipped to - this field is optional for products only
Federal Customer -Treasury Agency Code - optional for both products and services

FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

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52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)

(a) Definitions. As used in this provision —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"*Registered in the System for Award Management (SAM)"* means that —

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"*Unique entity identifier"* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at

www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

552.238-88 GSA ADVANTAGE!®. (JULY 2024)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, Electronic Commerce.

(b) The Contractor shall refer to contract clauses 552.238-77, Submission and Distribution of Authorized FSS Price Lists (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, Modifications (which addresses electronic file updates).

(c) Single-use plastic (SUP) free packaging icon. Contractors are encouraged to utilize the GSA Advantage!® single-use plastic (SUP) free packaging icon when applicable (see 552.238-118). The offeror may include in their price list if the contractor is providing SUP free packaging (either for shipping or as part of the product packaging) at either a price premium or discount (see 552.238-119).

(End of clause)

552.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR 52.219-18)

(a) Offers are solicited only from:

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in
paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the
successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A
Contracting Officer may consider a joint venture for contract award. SBA does not approve joint
ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant
eligibility.

(d) The Contractor will notify the Contracting Officer in writing immediately upon entering any
agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (ALTERNATE I NOV 2021) (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery

failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment,

claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the
Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1)* If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-(1) Quantities being acquired; and(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and(2) Give credit to the Government for cash and

trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."](2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of

the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken

from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act.

Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to Time-and-Materials or Labor Hour orders.

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552.238-119 SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)

(a) Definitions. As used in this clause—

Single-use plastic (SUP) packaging means any plastic used for the containment, protection, handling, delivery, or presentation of goods by a producer for a consumer with the intent of being used once and then discarded, recycled or disposed of immediately after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer. Packaging includes, but is not limited to brand packaging, grouped packaging, shipping packaging, ancillary packaging, and redundant packaging.

Single-use plastic (SUP) free packaging means product or shipping containment materials free of single-use plastic. Other attributes of single-use plastic free packaging may include the following: use of minimal materials, will be reused multiple times, or produces less emissions compared to traditional manufacturing or distribution. These additional attributes alone do not qualify as SUP free. Examples may include, but are not limited, to corrugated cardboard, paper products, and paper backed tape.

(b) General. The Contractor, in connection with this contract, is encouraged to—

(1) Evaluate their products for redundant or unnecessary packaging that can be eliminated without affecting quality.

(2) Package all products for shipment according to the Government's instructions or, if there are no instructions, in a manner sufficient to ensure that the products are delivered in undamaged condition with as little plastic waste material as possible.

(3) Limit the use of plastic packaging materials that have a high likelihood of not being reused or recycled, as appropriate (e.g., plastic casing or wrapping).

(4) Adopt SUP free packaging to the maximum extent practicable, as appropriate.

(c) Procedures.

(1) Price premiums and discounts. For any single-use plastic (SUP) free packaging identified per 552.238-118, Single-use Plastic (SUP) Free Packaging Identification, the Contractor may include in the submitted price list (see the Schedule, also referred to as MAS, solicitation instructions for

submitting price list SUP free packaging). The submitted FSS contract price list may include a separate means of displaying information regarding product packaging. If the Contractor is providing SUP free packaging at either a price premium or discount, this should be clearly identified in the submitted price list.

(2) Submission requirements. As additional SUP free packaging becomes available, the Contractor is encouraged to notify GSA of these changes, and is responsible for keeping all electronic catalog data current

(3) Identification of SUP free packaging. For easy identification of SUP free packaging, once available, GSA will use a SUP free packaging icon in GSA Advantage!®.

(i) Offerors who provide SUP free packaging and want to benefit from the GSA Advantage!® SUP free packaging icon must provide the information required in 552.238-118, Single-use Plastic (SUP) Free Packaging Identification.

(ii) The Contractor is encouraged to place the GSA logo and GSA Advantage!® SUP free packaging icon on their website and FSS price list for applicable supplies, see https://www.gsa.gov/logos. If the Contractor elects to use the GSA logo or icon, the website must clearly distinguish between those items awarded on the GSA contract and any other items offered by the Contractor on an open market basis.

(d) Reliability. Accuracy of information and computation of prices for this clause is the responsibility of the Contractor. In addition to the other remedies available in the contract, the remedies may include, but are not limited to, the following:

(1) SUP free packaging is provided at a higher rate but different packaging is received, the Government may pursue corrective action.

(2) If SUP free packaging is utilized, but the product received is damaged, the Contractor shall replace the item, refund the item, or the Government may pursue corrective action.

(3) Inclusion of incorrect information in the price list regarding SUP free packaging may cause the Contractor to correct and resubmit the price list.

(4) Failure to correct applicable information for this clause, may constitute sufficient cause for termination, pursuant to FAR 52.212-4, Contract Terms and Condition-Commercial Products and Commercial Services, or remedies as provided by law.

(End of clause)

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52.240-1 PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (NOV 2024)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list developed and maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibition. The Contractor is prohibited from—

(1) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.);

(2) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.); and

(3) On or after December 22, 2025, using Federal funds for the procurement or operation of a FASC prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(c) *Procedures*. The Contractor shall search SAM at https://www.sam.gov for the FASC-maintained list of American Security Drone Act-covered foreign entities prior to proposing, or using in performance of the contract, any unmanned aircraft system. Additionally, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(d) Exemptions, exceptions, and waivers. The prohibitions in this clause do not apply where the agency has determined an exemption, exception, or waiver applies and the contract indicates that such a determination has been made. [See sections 1823 through 1825 and 1832 of Public Law 118-31 (41 U.S.C. 3901 note prec.) for statutory requirements pertaining to exemptions, exceptions, and waivers.].

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025)

(a) *Definitions.* As used in this clause-

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2)

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials-

(1) That are listed by USDA in a procurement guideline available at https://www.biopreferred.gov/resources/categories.html; and

(2) For which USDA has provided purchasing recommendations (available at https://www.biopreferred.gov or 7 CFR part 4270).

(b) The Contractor shall report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than-

(1) October 31 of each year during contract performance; and

(2) At the end of contract performance.

52.223-10 WASTE REDUCTION PROGRAM (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause-

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion. Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials. Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause-

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR part 4270.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means

(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurementguideline-cpg-program#products)

(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energyefficient-products and https://www.energystar.gov/products?s=mega)

(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 4270) (https://www.biopreferred.gov)

(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

(b) Requirements.

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(c) *Resource. The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.*

End of clause

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)

(a) *Definition*. "Commercially available off-the-shelf (COTS)" *item*, as used in this clause-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded, by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that–

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

(a) Definitions. As used in this contract —

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

"Service-disabled veteran-owned small business (SDVOSB) concern" means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51

percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

"Veteran-owned small business concern" means a small business concern —

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern —

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) (1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) (ALT II NOV 2016)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601*, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at* 43 U.S.C. 1626(e)(1)*. This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the*

requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 *et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with* 25 U.S.C. 1452(c). *This definition also includes Indian-owned economic enterprises that meet the requirements of* 25 U.S.C. 1452(e)

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting

with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)

(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror’s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) that provides a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, provided that protégé is a covered territory business or that protégé has its principal office located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.*, ANCs, see 13 CFR 125.3(b)(2)) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the

requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled

veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract

contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.*

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B If a subcontracting plan has been added to the contract pursuant to 19.702 a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR.*

(i) Reports submitted under individual contract plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contractand contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (JAN 2025)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (*e.g.*, an order set aside for a woman-owned small business under

a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (*e.g.*, an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (*e.g.*, an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it # is, # is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not, a small disadvantaged

business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it # is, # is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it # is, # is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture:__.]

(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

(i) It # is, # is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

End of clause

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway,, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies*.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

End of clause

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)

(a) *Definitions.* As used in this clause –

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply that is –

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee –

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees*.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-verify.gov.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify

program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

End of clause

52.212-5 **Contract Terms and Conditions Required To Implement Statutes or Executive Orders -Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31

U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I

(Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

N/A (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) Reserved

N/A (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

N/A (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

(11)

N/A (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

X (ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025)

(31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

X (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

N/A (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) Reserved

(18)

X (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-6.

(19)

N/A (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

(21)

N/A (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

N/A (ii) Alternate I (Nov 2016) of 52.219-9.

X (iii) Alternate II (Nov 2016) of 52.219-9.

N/A (iv) Alternate III (Jun 2020) of 52.219-9.

N/A (v) Alternate IV (Jan 2025) of 52.219-9.

(22)

X (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

N/A (ii) Alternate I (Mar 2020) of 52.219-13.

X (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

X (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26)

X (i) 52.219-28, Post award Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

N/A(ii) Alternate I (Mar 2020) of 52.219-28.

X (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged

Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

X (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

N/A(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

X(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

X(31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X(32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

(33) Reserved

N/A (34) Reserved

(35)

X (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

N/A (ii) Alternate I (Jul 2014) of 52.222-35.

(36)

X(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

N/A(ii) Alternate I (Jul 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(39)

X(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

N/A(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X(40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

X(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off- the-shelf items.)

N/A(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition

of commercially available off-the-shelf items.)

Required as applicable(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

X(46) 52.223-23, Sustainable Products and Services (May 2024) (DEVIATION FEB 2025) (E.O. 140577 U.S.C. 8102, 42U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

(47)

X(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

N/A(ii) Alternate I (Jan 2017) of 52.224-3.

(48)

Required as applicable(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

N/A(ii) Alternate I (Oct 2022) of 52.225-1.

(49)

N/A(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
N/A(ii) Alternate I [Reserved].

N/A (iii) Alternate II (Jan 2025) of 52.225-3.

N/A(iv) Alternate III (Feb 2024) of 52.225-3.

N/A(v) Alternate IV (Oct 2022) of 52.225-3.

X(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

N/A(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

N/A(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

N/A(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
X(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

N/A(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

N/A(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

N/A(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

N/A(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management

(Jul 2013) (31 U.S.C. 3332).

X(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

X(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(65)

X (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

N/A (ii) Alternate I (Apr 2003) of 52.247-64.

N/A (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

X(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

X(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)

(41 U.S.C. chapter 67).

X(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

Required as applicable (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

Required as applicable(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

N/A(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) Reserved

(x) Reserved

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

General Services Administration

Federal Acquisition Service
Multiple Award Schedule

Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Contract No. 47QSMS24D00C6

Contract Period: 09/23/2024 – 09/22/2029

Federal Supply Group: Industrial Products & Services

Contractor:	**XYLEM DEWATERING SOLUTIONS, INC** 84 Floodgate Road Bridgeport NJ 08014
Business Size:	Large
Telephone:	412-670-3247
FAX Number:	856-241-3375
Web Site:	www.xylem.com
Contract Administrator:	Michael Ivory; michael.ivory@xylem.com.

For more information on ordering, go to the following website: https://www.gsa.gov/schedules.

Prices Shown Herein are Net (discount deducted).

CUSTOMER INFORMATION:

1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to item descriptions and awarded price(s): **Order-Level Materials (OLM); 325998W (Water Treatment Solutions)**

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts with unit prices based on the customer's geographic location should show the range of the lowest price and cite the areas to which the prices apply. **See Pricing Matrix Below**

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. **Not Applicable**

2. Maximum Order: **$300,000**

3. Minimum Order: **$100.00**

4. Geographic Coverage (delivery area): **Domestic**

5. Point(s) of production (city, county, and state or foreign country): **Same as company address**

6. Discount from list prices or statement of net price: **Government net prices (discounts already deducted). See Attachment.**

7. Quantity discounts: **2% on single product orders exceeding$200,000.00**

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. **Net 30 days.**

9. Foreign items (list items by country of origin): **Not Applicable**

10a. Time of Delivery (Contractor insert a number of days): **30-180 days depending on product**

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. **Contact Contractor**

10c. Overnight and 2-day delivery. **Contact Contractor**

10d. Urgent Requirements. **Contact Contractor**

11. F.O.B Points(s): **Origin**

12a. Ordering Address(es): **Same as company address**

12b. Ordering procedures: **See Federal Acquisition Regulation (FAR) 8.405-3**

13. Payment address(es): **Same as company address**

14. Warranty provision: **Contractor's standard commercial warranty.**
15. Export Packing Charges (if applicable): **Not Applicable**

16. Terms and conditions of rental, maintenance, and repair (if applicable): **Not Applicable**

17. Terms and conditions of installation (if applicable): **Not Applicable**

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): **Not Applicable**

18b. Terms and conditions for any other services (if applicable): **Not Applicable**

19. List of service and distribution points (if applicable): **Not Applicable**

20. List of participating dealers (if applicable): **Not Applicable**

21. Preventive maintenance (if applicable): **Not Applicable**

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): **Not Applicable**

22b. If applicable, indicate that Section 508 compliance information is available on Information and Communication Technology (ICT) supplies and services and show where full details can be found (e.g. contactor's website or other location.) The EIT standards can be found at: www.Section508.gov/. **Not Applicable**

23. Unique Entity Identifier (UEI) Number: **VXDXUAYKE1E5**
24. Notification regarding registration in the System for Award Management (SAM) database: **Contractor**
25. **registered and active in SAM**

Pricing is provided below, starting on page 4

For Complete Product & Pricing Information, please visit GSA Advantage at www.gsaadvantage.gov

Xylem Dewatering Solutions, Inc. GSA Pricing Matrix
All Products awarded under SIN 325998W

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMCD020DAN105	CD75MA5 2"/3" D722E-T3/I4A RGT 30G	Godwin CD75MA5 2"/3" Pump, D722E Kubota Diesel Engine-T3/I4A Road Going Trailer, 30 Gallon Fuel Tank	EA	$ 21,358.19	US
PMCD030DCN131	CD80M 3" 3TNV80FSDSA-FT4 SB	Godwin Godwin CD80M 3" Pump, Pump, Yanmar 3TNV80FSDSA Diesel Engine-Final Tier 4, Skid Based	EA	$ 28,125.94	US
PMCD030DCN126	CD80M 3" 3TNV80FSDSA-FT4 RGT	Godwin Godwin CD80M 3" Pump, Pump, Yanmar 3TNV80FSDSA Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 30,097.48	US
PMCD030ECN105	CD80M 3" 7.5HP SB	Godwin CD80M 3" Pump, 7.5HP Electric Motor, Skid Based	EA	$ 15,904.53	US
PMCD030ECN104	CD80M 3" 7.5HP RGT	Godwin CD80M 3" Pump, 7.5HP Electric Motor, Road Going Trailer	EA	$ 19,666.25	US
PMCD030ECN107	CD80M 3" 10HP SB	Godwin CD80M 3" Pump, 10HP Electric Motor, Skid Based	EA	$ 15,995.21	US
PMCD030ECN106	CD80M 3" 10HP RGT	Godwin CD80M 3" Pump, 10HP Electric Motor, Road Going Trailer	EA	$ 19,945.09	US
PMCD040DCN260	CD100S 4" 3TNV88F FT4 SB	Godwin CD100S 4" Pump, Yanmar 3TNV88F Diesel Engine Final Tier 4, Skid Based	EA	$ 32,625.94	US
PMCD040DCN253	CD100S 4" 3TNV88F FT4 RGT	Godwin CD100S 4" Pump, Yanmar 3TNV88F Diesel Engine Final Tier 4, Road Going Trailer	EA	$ 33,102.02	US
PMCD040DCN261	CD100S 4" 3TNV88C SB	Godwin CD100S 4" Pump, Yanmar 3TNV88C Diesel Engine, Final Tier 4, Skid Based	EA	$ 40,456.17	US
PMCD040DCN254	CD100S 4" 3TNV88C RGT	Godwin CD100S 4" Pump, Yanmar 3TNV88C Diesel Engine, Final Tier 4, Road Going Trailer	EA	$ 42,076.32	US
PMCD040DCN217	CD100M-SS 4" 3TNV88C-FT4 RGT	Godwin CD100M-SS 4" Pump, Yanmar 3TNV88C Diesel Engine -Final Tier 4, Road Going Trailer	EA	$ 40,168.26	US
PMCD040DCN218	CD103M 4" 4LE2T-FT4 RGT	Godwin CD103M 4" Pump, Isuzu 4LE2T Diesel Engine -Final Tier 4, Road Going Trailer	EA	$ 42,934.76	US
PMCD040DSN119	CD103M-SS 4" 4LE2T-FT4 SB	Godwin CD103M-SS 4"Pump, Isuzu 4LE2T Diesel Engine -Final Tier 4, Skid Based	EA	$ 62,075.06	US
PMCD040DSN120	CD103M-SS 4" 4LE2T-FT4 RGT	Godwin CD103M-SS 4"Pump, Isuzu 4LE2T Diesel Engine -Final Tier 4, Road Going Trailer	EA	$ 63,865.99	US
PMCD040DCN243	CD140M 4" TCAE-93-FT4 PG SB	Godwin CD140M 4"Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 63,524.43	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMCD040DCN244	CD140M 4" TCAE-93-FT4 PG RGT	Godwin CD140M 4"Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 65,575.31	US
PMCD040DCN235	CD140M 4" 4045HFC04-FT4 PG SB	Godwin CD140M 4"Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 72,234.26	US
PMCD040DCN234	CD140M 4" 4045HFC04-FT4 PG RGT	Godwin CD140M 4"Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 74,203.53	US
PMCD040ECN130	CD100S NGDP 4" 20HP SB	Godwin CD100S NGDP 4"Pump, 20HP Electic Motor, Skid Based	EA	$ 19,576.32	US
PMCD040ECN134	CD100S NGDP 4" 30HP SB	Godwin CD100S NGDP 4"Pump, 30HP Electric Motor, Skid Based	EA	$ 20,044.84	US
PMCD040ECN107	CD103M 4" 30HP SB	Godwin CD103M 4" Pump, 30HP Electric Motor, Skid Based	EA	$ 18,532.75	US
PMCD040ECN125	CD103M 4" 50HP SB	Godwin CD103M 4" Pump, 50HP Electric Motor, Skid Based	EA	$ 20,035.01	US
PMCD040ECN108	CD140M 4" 75HP SB	Godwin CD140M 4"Pump, 75 HP Electric Motor, Electric Motor, Skid Based	EA	$ 31,595.21	US
PMCD060DCN292	CD150S NGDP 6" 4LE2X-FT4 PG RGT	Godwin CD150S NGDP 6" Pump, Isuzu 4LE2X Diese	EA	$ 45,599.24	US
PMCD060DCN290	CD150S NGDP 6" 4LE2X-FT4 SB	Godwin CD150S NGDP 6" Pump, Isuzu 4LE2X Diese	EA	$ 41,176.32	US
PMCD060DCN299	CD150S NGDP 6" TCAE-55-FT4 RGT	Godwin CD150S NGDP 6" Pump, JCB TCAE-55 Dies	EA	$ 47,656.17	US
PMCD060DCN289	CD150S NGDP 6" TCAE-55-FT4 SB	Godwin CD150S NGDP 6" Pump, JCB TCAE-55 Dies	EA	$ 45,973.30	US
PMCD060DCN297	CD150S NGDP 6" 4045TFC03-FT4 RGT	Godwin CD150S NGDP 6" Pump, John Deere 4045T	EA	$ 52,246.10	US
PMCD060DCN301	CD150S NGDP 6" 4045TFC03-FT4 SB	Godwin CD150S NGDP 6" Pump, John Deere 4045T	EA	$ 50,554.91	US
PMCD060DSN128	CD150S-SS NGDP 6" 4LE2X-FT4 PG SB	Godwin CD150S-SS NGDP 6" Pump, Isuzu 4LE2X Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 62,416.62	US
PMCD060DSN127	CD150S-SS NGDP 6" 4LE2X-FT4 PG RGT	Godwin CD150S-SS NGDP 6" Pump, Isuzu 4LE2X Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 64,082.12	US
PMCD060DSN129	CD150S-SS NGDP 6" TCAE-55-FT4 SB	Godwin CD150S-SS NGDP 6" Pump, JCB TCAE-55 Diesel Engine-Final Tier 4, Skid Based	EA	$ 66,899.24	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMCD060DSN130	CD150S-SS NGDP 6" TCAE-55-FT4 RGT	Godwin CD150S-SS NGDP 6" Pump, JCB TCAE-55 Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 68,582.12	US
PMCD060DSN136	CD150S-SS NGDP 6" 4045TFC03-FT4 SB	Godwin CD150S-SS NGDP 6" Pump, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Skid Based	EA	$ 71,480.86	US
PMCD060DSN137	CD150S-SS NGDP 6" 4045TFC03-FT4 RGT	Godwin CD150S-SS NGDP 6" Pump, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 73,171.28	US
PMCD060DCN266	CD160M 6" 4045HFC04-FT4 PG SB	Godwin CD160M 6" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 82,479.60	US
PMCD060DCN267	CD160M 6" 4045HFC04-FT4 PG RGT	Godwin CD160M 6" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 86,924.43	US
PMSD060DCN002	SD150M 6" 4LE2T-T4 SB 260mm Trim	Godwin SD150M 6" Pump, Isuzu 4LE2T Diesel Engin	EA	$ 29,821.66	US
PMSD060DCN000	SD150M 6" 4LE2T-T4 RGT 260mm Trim	Godwin SD150M 6" Pump, Isuzu 4LE2T Diesel Engin	EA	$ 31,583.88	US
PMCD060ECN118	CD150S NGDP 6" 50HP SB	Godwin CD150S NGDP 6" Pump, 50HP Electric Moto	EA	$ 23,581.36	US
PMCD060ECN121	CD150S NGDP 6" 50HP RGT	Godwin CD150S NGDP 6" Pump, 50HP Electrcic Motor, Road Going Trailer	EA	$ 26,415.87	US
PMCD060ECN120	CD150S 6" 75HP SB	Godwin CD150S 6" Pump, 75 HP Electric Motor, Electric Motor, Skid Based	EA	$ 27,559.95	US
PMCD060ECN122	CD150S NGDP 6" 75HP RGT	Godwin CD150S NGDP 6" Pump, 75 HP Electric Motor, Electric Motor Road Going Trailer	EA	$ 28,918.64	US
PMCD060ESN102	CD150S-SS NGDP 6" 50HP SB	Godwin CD150S-SS NGDP 6" Pump, 50HP Electric Motor, Skid Based	EA	$ 44,506.55	US
PMCD060ESN103	CD150S-SS NGDP 6" 75HP SB	Godwin CD150S-SS NGDP 6" Pump, 75 HP Electric Motor, Electric Motor, Skid Based	EA	$ 47,008.56	US
PMCD060ECN105	CD160M 6" 100HP SB	Godwin CD160M 6" Pump, 100HP Electric Motor, Electric Motor Electric Motor, Skid Based	EA	$ 40,557.43	US
PMCD060ECN106	CD160M 6" 150HP SB	Godwin CD160M 6" Pump, 150HP Electric Motor, Electric Motor Skid Based	EA	$ 45,173.80	US
PMCD080DCN228	CD225M 8" TCAE-93-FT4 PG SB	Godwin CD225M 8" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 65,615.37	US
PMCD080DCN229	CD225M 8" TCAE-93-FT4 PG RGT	Godwin CD225M 8" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 71,335.01	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMCD080DCN224	CD225M 8" 4045HFC04-FT4 PG SB	Godwin CD225M 8" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 74,410.58	US
PMCD080DCN223	CD225M 8" 4045HFC04-FT4 PG RGT	Godwin CD225M 8" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 76,308.06	US
PMCD080DSN116	CD225M-SS 8" TCAE-93-FT4 PG SB	Godwin CD225M-SS 8" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 83,115.11	US
PMCD080DSN117	CD225M-SS 8" TCAE-93-FT4 PG RGT	Godwin CD225M-SS 8" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 85,103.27	US
PMCD080DSN114	CD225M-SS 8" 4045HFC04-FT4 PG SB	Godwin CD225M-SS 8" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 92,083.38	US
PMCD080DSN113	CD225M-SS 8" 4045HFC04-FT4 PG RGT	Godwin CD225M-SS 8" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 93,980.86	US
PMCD080ECN104	CD180M 8" 100HP SB	Godwin CD180M 8" Pump, 100HP Electric Motor, Electric Motor Skid Based	EA	$ 45,347.61	US
PMCD080ECN102	CD225M 8" 75HP SB	Godwin CD225M 8" Pump, 75 HP Electric Motor, Skid Based	EA	$ 32,263.22	US
PMCD080ESN100	CD225M-SS 8" 75HP 3P 460V SB	Godwin CD225M-SS 8" Pump, 75 HP Electric Motor, 3P 460V, Skid Based	EA	$ 51,179.09	US
PMCD100DCN124	CD250M 10" 4045HFC04-FT4 PG SB	Godwin CD250M 10" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 83,257.18	US
PMCD100DCN125	CD250M 10" 4045HFC04-FT4 PG RGT	Godwin CD250M 10" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 86,913.10	US
PMCD100ECN100	CD250M 10" 100HP SB	Godwin CD250M 10" Pump, 100HP Electric Motor, Skid Based	EA	$ 34,090.43	US
PMCD100ESN100	CD250M-SS 10" 100HP SB	Godwin CD250M-SS 10" Pump, 100HP Electric Motor, Skid Based	EA	$ 62,976.57	US
PMCD120DCN131	CD300M 12" C7.1-FT4 PG SB	Godwin CD300M 12" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 142,226.45	US
PMCD120DCN129	CD300M 12" 6068HC08-FT4 PG SB	Godwin CD300M 12" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 148,370.03	US
PMCD120DSN113	CD300M-SS 12" C7.1-FT4 PG SB	Godwin CD300M-SS 12" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 191,560.20	US
PMCD120DSN111	CD300M-SS 12" 6068HC08-FT4 PG SB	Godwin CD300M-SS 12" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 197,613.10	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMDP120DCN123	DPC300 12" 4045HFC04-FT4 PG SB	Godwin DPC300 12" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 108,197.23	US
PMCD120ECN000	CD300M 12" 200HP 3P 460V SB	Godwin CD300M 12" Pump, 200HP Electric Motor, 3P 460V, Skid Based	EA	$ 74,460.45	US
PMCD120ESN000	CD300M-SS 12" 200HP 3P 460V SB	Godwin CD300M-SS 12" Pump, 200HP Electric Motor	EA	$ 128,316.12	US
PMDP120ECN109	DPC300 12" 75HP SB	Godwin DPC300 12" Pump, 75 HP Electric Motor, Skid Based	EA	$ 51,077.08	US
PMDP120ECN009	DPC300 12" 150HP 3P 460V 1200RPM SB	Godwin DPC300 12" Pump, 150HP Electric Motor, 3P 460V, 1200RPM, Skid Based	EA	$ 52,902.77	US
PMCD180DCN138	CD400M 18" 6090HC09-FT4 PG SB	Godwin CD400M 18" Pump, John Deere 6090HC09 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 228,102.77	US
PMCD180DCN128	CD400M 18" C9.3 FT4 PG SB	Godwin CD400M 18" Pump, Caterpillar C9.3 Diesel Engine Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 239,703.02	US
PMCD180ECN112	CD400M 18" 900RPM 125HP SB	Godwin CD400M 18" Pump, 900RPM, 125HP Electric Motor, Skid Based	EA	$ 107,711.34	US
PMCD180ECN100	CD400M 18" 250HP SB	Godwin CD400M 18" Pump, 250HP Electric Motor, Skid Based	EA	$ 132,148.87	US
PMCD180DCN132	CD500M 24" x 18" C15-FT4 PG SB	Godwin CD500M 24" x 18" Pump, Caterpillar C15 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 314,254.16	US
PMCD180DCN134	CD500M 24" x 18" C18-FT4 PG SB	Godwin CD500M 24" x 18" Pump, Caterpillar C18 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 362,130.98	US
PMCD180ECN114	CD500M 18" 350HP 900RPM SB	Godwin CD500M 18" Pump, 350HP Electric Motor, 900RPM, Skid Based	EA	$ 164,730.23	US
PMCD030DCN129	CD80D 3" 3TNV80FSDSA-FT4 SB CS	Godwin CD80D 3" Pump, Yanmar 3TNV80FSDSA Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 47,215.62	US
PMCD030DCN132	CD80M 3" 3TNV80FSDSA-FT4 SB CS	Godwin CD80M 3" Pump, Yanmar 3TNV80FSDSA Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 46,846.85	US
PMCD040DCN255	CD100S 3TNV88F FT4 SB CS	Godwin CD100S 4" Pump, Yanmar 3TNV88F Diesel Engine Final Tier 4, Skid Based, Critically Silenced	EA	$ 48,056.68	US
PMCD040DCN256	CD100S 3TNV88C FT4 SB CS	Godwin CD100S 4" Pump, Yanmar 3TNV88C Diesel Engine Final Tier 4, Skid Based, Critically Silenced	EA	$ 53,956.17	US
PMCD040DCN219	CD103M 4" 4LE2T-FT4 SB CS	Godwin CD103M 4" Pump, Isuzu 4LE2T Diesel Engine -Final Tier 4, Skid Based, Critically Silenced	EA	$ 55,203.78	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMCD040DSN118	CD103M-SS 4" 4LE2T-FT4 SB CS	Godwin CD103M-SS 4"Pump, Isuzu 4LE2T Diesel Engine -Final Tier 4, Skid Based, Critically Silenced	EA	$ 74,963.73	US
PMCD040DCN245	CD140M 4" TCAE-93-FT4 PG SB CS	Godwin CD140M 4"Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 76,164.48	US
PMCD040DCN236	CD140M 4" 4045HFC04-FT4 PG SB CS	Godwin CD140M 4"Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 84,783.63	US
PMCD060DCN284	CD150S NGDP 6" 4LE2X-FT4 SB CS	Godwin CD150S NGDP 6" Pump, Isuzu 4LE2X Diese	EA	$ 54,157.93	US
PMCD060DCN295	CD150S NGDP 6" TCAE-55-FT4 SB CS	Godwin CD150S NGDP 6" Pump, JCB TCAE-55 Dies	EA	$ 56,926.70	US
PMCD060DCN294	CD150S NGDP 6" 4045TFC03-FT4 SB CS	Godwin CD150S NGDP 6" Pump, John Deere 4045T	EA	$ 61,516.62	US
PMCD060DSN134	CD150S-SS NGDP 6" 4LE2X-FT4 GSB CS	Godwin CD150S-SS NGDP 6" Pump, Isuzu 4LE2X Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 72,181.36	US
PMCD060DSN135	CD150S-SS NGDP 6" TCAE-55-FT4 SB CS	Godwin CD150S-SS NGDP 6" Pump, JCB TCAE-55 Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 77,851.89	US
PMCD060DCN268	CD160M 6" 4045HFC04-FT4 PG SB CS	Godwin CD160M 6" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 106,131.99	US
PMSD060DCN001	SD150M 6" 4LE2T-FT4 GSB CS 260mm Trim	Godwin SD150M 6" Pump, Isuzu 4LE2T Diesel Engin	EA	$ 38,548.87	US
PMCD080DCN241	CD180M 8"4045HFC04-FT4 PG SB CS	Godwin CD180M 8" Pump,John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 109,286.90	US
PMCD080DCN230	CD225M 8" TCAE-93-FT4 PG SB CS	Godwin CD225M 8" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 78,374.81	US
PMCD080DCN225	CD225M 8" 4045HFC04-FT4 PG SB CS	Godwin CD225M 8" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 86,061.46	US
PMCD080DSN118	CD225M-SS 8" TCAE-93-FT4 PG SB CS	Godwin CD225M-SS 8" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 94,673.80	US
PMCD080DSN115	CD225M-SS 8" 4045HFC04-FT4 PG SB CS	Godwin CD225M-SS 8" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 103,724.43	US
PMCD100DCN126	CD250M 10" 4045HFC04-FT4 PG SB CS	Godwin CD250M 10" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 100,960.96	US
PMCD120DCN132	CD300M 12" C7.1-FT4 PG SB CS	Godwin CD300M 12" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 203,348.61	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMCD120DCN130	CD300M 12" 6068HC08-FT4 PG SB CS	Godwin CD300M 12" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 194,036.52	US
PMCD120DSN114	CD300M-SS 12" C7.1-FT4 PG SB CS	Godwin CD300M-SS 12" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 243,921.16	US
PMCD120DSN112	CD300M-SS 12" 6068HC08-FT4 PG SB CS	Godwin CD300M-SS 12" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 250,431.23	US
PMDP120DCN124	DPC300 12" 4045HFC04-FT4 PG SB CS	Godwin DPC300 12" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 151,029.22	US
PMCD180DCN127	CD400M 18" 6090HC09-FT4 PG SB CS	Godwin CD400M 18" Pump, John Deere 6090HC09 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 284,039.55	US
PMCD180DCN129	CD400M 18" C9.3 FT4 PG SB CS	Godwin CD400M 18" Pump, Caterpillar C9.3 Diesel Engine Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 294,264.48	US
PMNC030DCN107	NC80 3TNV80FSDSA-FT4 SB	Godwin NC80 3" Pump, Yanmar 3TNV80FSDSA Diesel Engine-Final Tier 4, Skid Based	EA	$ 32,504.28	US
PMNC030DCN108	NC80 3TNV80FSDSA-FT4 RGT	Godwin NC80 3" Pump, Yanmar 3TNV80FSDSA Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 34,498.49	US
PMNC040DCN133	NC100S 3TNV88F FT4 RGT	Godwin NC100S 4" Pump, Yanmar 3TNV88F Diesel Engine Final Tier 4, Road Going Trailer	EA	$ 40,785.64	US
PMNC040DCN136	NC100S NGDP 4" 3TNV88F FT4 SB	Godwin NC100S 4" Pump, NGDP 4" Yanmar 3TNV88F Diesel Engine Final Tier 4, Skid Based	EA	$ 39,353.65	US
PMNC040DCN130	NC100S 3TNV88C FT4 SB	Godwin NC100S 4" Pump, Yanmar 3TNV88C Diesel Engine Final Tier 4, Skid Based	EA	$ 46,701.01	US
PMNC040DCN128	NC100S 3TNV88C FT4 RGT	Godwin NC100S 4" Pump, Yanmar 3TNV88C Diesel Engine Final Tier 4, Road Going Trailer	EA	$ 48,417.13	US
PMNC060DCN150	NC150S NGDP 6" 4LE2X-FT4 SB	Godwin NC150S NGDP 6" Pump, Isuzu 4LE2X Diese	EA	$ 53,941.06	US
PMNC060DCN155	NC150S NGDP 6" 4LE2X-FT4 RGT	Godwin NC150S NGDP 6" Pump, Isuzu 4LE2X Diese	EA	$ 55,039.04	US
PMNC060DCN151	NC150S NGDP 6" 4LE2X-FT4 GSB	Godwin NC150S NGDP 6" Pump, Isuzu 4LE2X Diese	EA	$ 55,534.76	US
PMNC060DCN149	NC150S NGDP 6" TCAE-55-FT4 SB	Godwin NC150S NGDP 6" Pump, JCB TCAE-55 Dies	EA	$ 56,631.23	US
PMNC060DCN154	NC150S NGDP 6" TCAE-55-FT4 RGT	Godwin NC150S NGDP 6" Pump, JCB TCAE-55 Dies	EA	$ 57,634.01	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMNC060DCN148	NC150S NGDP 6"4045TFC03-FT4 SB	Godwin NC150S NGDP 6" Pump, John Deere 4045TF	EA	$ 60,123.93	US
PMNC060DCN153	NC150S NGDP 6"4045TFC03-FT4 RGT	Godwin NC150S NGDP 6" Pump, John Deere 4045TF	EA	$ 61,115.37	US
PMNC030ECN000	NC80 3" 10HP SB	Godwin NC80 3" Pump, 10HP Electric Motor, Skid Based	EA	$ 21,438.29	US
PMNC030ECN100	NC80 3" 15HP SB	Godwin NC80 3" Pump, 15HP Electric Motor, Skid Based	EA	$ 21,743.58	US
PMNC040ECN101	NC100S NGDP 4" 25HP SB	Godwin NC100S 4" Pump, NGDP 4" 25HP Skid Based	EA	$ 24,566.75	US
PMNC060ECN103	NC150S NGDP 6" 50HP SB	Godwin NC150S NGDP 6" Pump, 50HP Electric Motor, Skid Based	EA	$ 31,608.06	US
PMNC060ECN104	NC150S NGDP 6" 75HP SB	Godwin NC150S NGDP 6" Pump, 75 HP Electric Mot	EA	$ 34,298.24	US
PMNC030DCN109	NC80 3TNV80FSDSA-FT4 SB CS	Godwin NC80 3" Pump, Yanmar 3TNV80FSDSA Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 55,333.75	US
PMNC040DCN134	NC100S NGDP 4" 3TNV88F SB CS	Godwin NC100S 4" Pump, NGDP 4" Yanmar 3TNV88F Diesel Engine Skid Based, Critically Silenced	EA	$ 55,286.15	US
PMNC040DCN129	NC100S NGDP 4" 3TNV88C FT4 CS	Godwin NC100S 4" Pump, NGDP 4" Yanmar 3TNV88C Diesel Engine Final Tier 4, Critically Silenced	EA	$ 62,918.39	US
PMNC060DCN142	NC150S NGDP 6" 4LE2X-FT4 GSB CS	Godwin NC150S NGDP 6" Pump, Isuzu 4LE2X Diese	EA	$ 66,635.52	US
PMNC060DCN145	NC150S NGDP 6" TCAE-55-FT4 SB CS	Godwin NC150S NGDP 6" Pump, JCB TCAE-55 Dies	EA	$ 64,110.83	US
PMNC060DCN144	NC150S NGDP 6"4045TFC03-FT4 SB CS	Godwin NC150S NGDP 6" Pump, John Deere 4045TF	EA	$ 67,602.77	US
PMHL030DCN210	HL80M 3" 4LE2X FT4 PG SB	Godwin HL80M 3" Pump, Isuzu 4LE2X Diesel Engine Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 47,052.39	US
PMHL030DCN207	HL80M 3" 4LE2X FT4 PG RGT	Godwin HL80M 3" Pump, Isuzu 4LE2X Diesel Engine Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 48,372.54	US
PMHL030DCN202	HL80M 3" 4045TFC03-FT4 SB	Godwin HL80M 3" Pump, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Skid Based	EA	$ 51,940.05	US
PMHL030DCN203	HL80M 3" 4045TFC03-FT4 RGT	Godwin HL80M 3" Pump, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 53,572.29	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMHL030DSN122	HL80M-SS 3" 4045TFC03-FT4 SB	Godwin HL80M-SS 3" Pump, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Skid Based	EA	$ 71,591.18	US
PMHL030DSN123	HL80M-SS 3" 4045TFC03-FT4 RGT	Godwin HL80M-SS 3" Pump, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 73,214.36	US
PMHL040DCN226	HL100M 4" TCAE-93-FT4 PG SB	Godwin HL100M 4" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 75,900.76	US
PMHL040DCN227	HL100M 4" TCAE-93-FT4 PG RGT	Godwin HL100M 4" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 78,102.02	US
PMHL040DCN209	HL100M 4" 4045HFC04-FT4 PG SB CI W/P	Godwin HL100M 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based CI Wear Plates	EA	$ 85,868.01	US
PMHL040DCN208	HL100M 4" 4045HFC04-FT4 PG RGT CI W/P	Godwin HL100M 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer CI Wear Plates	EA	$ 87,977.08	US
PMHL040DUN138	HL100M-CD4MCu 4" TCAE-93-FT4 PG SB	Godwin HL100M-CD4MCu 4" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 100,237.78	US
PMHL040DUN137	HL100M-CD4MCu 4" TCAE-93-FT4 PG RGT	Godwin HL100M-CD4MCu 4" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 102,539.55	US
PMHL040DUN127	HL100M-CD4MCu 4" 4045HFC04-FT4 PG SB	Godwin HL100M-CD4MCu 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 110,113.60	US
PMHL040DUN126	HL100M-CD4MCu 4" 4045HFC04-FT4 PG RGT	Godwin HL100M-CD4MCu 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 112,405.54	US
PMHL030DUN122	HL110M-CD4MCu 3" 4045HFC04-FT4 PG SB	Godwin HL110M-CD4MCu 3" Pump, John Deere 404	EA	$ 147,957.43	US
PMHL030DUN123	HL110M-CD4MCu 3" 4045HFC04-FT4 PG RG	Godwin HL110M-CD4MCu 3" Pump, John Deere 404	EA	$ 153,038.54	US
PMHL030DFN116	HL110M 3" 4045HFC04-FT4 PG SB	Godwin HL110M 3" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 122,181.61	US
PMHL030DFN117	HL110M 3" 4045HFC04-FT4 PG RGT	Godwin HL110M 3" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 127,261.21	US
PMHL030ECN101	HL80M 3" 30HP SB	Godwin HL80M 3" Pump, 30HP Skid Based	EA	$ 22,045.84	US
PMHL030ECN103	HL80M 3" 50HP SB	Godwin HL80M 3" Pump, 50HP Skid Based	EA	$ 25,401.01	US
PMHL030ECN008	HL80M 3" 75HP 230/460V 3P SB	Godwin HL80M 3" Pump, 75 HP Electric Motor, 230/460V 3P, Skid Based	EA	$ 25,970.78	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMHL030ESN101	HL80M-SS 3" 30HP 3P SB	Godwin HL80M-SS 3" Pump, 30HP, 3P, Skid Based	EA	$ 41,119.65	US
PMHL030ESN000	HL80M-SS 3" 50HP 208/230/460V 3P SB	Godwin HL80M-SS 3" Pump, 50HP 208/230/460V, 3P, Skid Based	EA	$ 43,796.98	US
PMHL040ECN101	HL100M 4" 75HP SB CI W/P	Godwin HL100M 4" Pump, 75 HP Electric Motor, Skid Based, Cast Iron Wear Plates	EA	$ 38,717.38	US
PMHL040ECN118	HL100M 4" 150HP SB CI W/P	Godwin HL100M 4" Pump, 150HP Electric Motor, Skid Based, Cast Iron Wear Plates	EA	$ 40,826.45	US
PMHL030EFN104	HL110M 3" 75HP SB	Godwin HL110M 3" Pump, 75 HP Electric Motor, Skid Based	EA	$ 73,791.69	US
PMHL030EFN105	HL110M 3" 75HP SB	Godwin HL110M 3" Pump, 75 HP Electric Motor, Skid Based	EA	$ 78,770.78	US
PMHL040DCN230	HL125M 4" 4045HFC04-FT4 PG SB Chrom W/P	Godwin HL125M 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates	EA	$ 89,316.12	US
PMHL040DCN231	HL125M 4" 4045HFC04-FT4 PG RGT Chrom W/P	Godwin HL125M 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer, Chrome Wear Plates	EA	$ 91,039.80	US
PMHL040DUN140	HL125M-CD4MCu 4" 4045HFC04-FT4 PG SB	Godwin HL125M-CD4MCu 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 111,452.64	US
PMHL040DUN141	HL125M-CD4MCu 4" 4045HFC04-FT4 PG RGT	Godwin HL125M-CD4MCu 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 120,825.94	US
PMHL060DCN193	HL150M 6" C7.1-FT4 PG SB Chrom W/P	Godwin HL150M 6" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates	EA	$ 122,052.39	US
PMHL060DCN192	HL150M 6" C7.1-FT4 PG RGT Chrom W/P	Godwin HL150M 6" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer, Chrome Wear Plates	EA	$ 127,004.28	US
PMHL060DCN190	HL150M 6" 6068HC08-FT4 PG SB Chrom W/P	Godwin HL150M 6" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates	EA	$ 128,104.53	US
PMHL060DUN127	HL150M-CD4MCu 6" C7.1-FT4 PG SB	Godwin HL150M-CD4MCu 6" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 141,584.89	US
PMHL060DUN126	HL150M-CD4MCu 6" C7.1-FT4 PG RGT	Godwin HL150M-CD4MCu 6" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 146,536.78	US
PMHL060DUN125	HL150M-CD4MCu 6" 6068HC08-FT4 PG SB	Godwin HL150M-CD4MCu 6" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 147,636.27	US
PMHL040DCN220	HL130M 4" C9.3-FT4 PG SB Chrom W/P	Godwin HL130M 4" Pump, Caterpillar C9.3 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates	EA	$ 190,735.77	US

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PMHL040DUN134	HL130M-CD4MCu 4" 6090HC09-FT4 PG SB	Godwin HL130M-CD4MCu 4" Pump, John Deere 6090HC09 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 225,352.14	US
PMHL040DUN135	HL130M-CD4MCu 4" C9.3-FT4 PG SB	Godwin HL130M-CD4MCu 4" Pump, Caterpillar C9.3 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 235,026.20	US
PMHL040DCN218	HL130M 4" 6090HC09-FT4 PG SB Chrom W/P	Godwin HL130M 4" Pump, John Deere 6090HC09 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates	EA	$ 180,419.40	US
PMHL040ECN102	HL125M 4" 75HP SB Chrome W/P	Godwin HL125M 4" Pump, 75 HP Electric Motor, Skid Based, Chrome Wear Plates	EA	$ 39,771.54	US
PMHL060ECN101	HL150M 6" 125HP SB Chrome W/P	Godwin HL150M 6" Pump, 125HP Electric Motor, Skid Based, Chrome Wear Plates	EA	$ 45,135.26	US
PMHL060ECN001	HL150M 6" 150HP SB	Godwin HL150M 6" Pump, 150HP Electric Motor, Skid Based	EA	$ 45,621.16	US
PMHL060ECN121	HL150M 6" 250HP SB Chrome W/P	Godwin HL150M 6" Pump, 250HP Electric Motor, Skid Based, Chrome Wear Plates	EA	$ 50,022.17	US
PMHL040ECN114	HL130M 4" 200HP SB	Godwin HL130M 4" Pump, 200HP Electric Motor, Skid Based	EA	$ 78,963.48	US
PMHL040ECN105	HL130M 4" 350HP SB	Godwin HL130M 4" Pump, 350HP Electric Motor, Skid Based	EA	$ 97,743.32	US
PMHL060DCN204	HL200M 6" C7.1-FT4 PG SB Chrome W/P	Godwin HL200M 6" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates	EA	$ 127,096.47	US
PMHL060DCN203	HL200M 6" C7.1-FT4 PG RGT Chrome W/P	Godwin HL200M 6" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer, Chrome Wear Plates	EA	$ 132,048.36	US
PMHL060DCN201	HL200M 6" 6068HC08-FT4 PG SB Chrome W/P	Godwin HL200M 6" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates	EA	$ 133,240.05	US
PMHL060DUN133	HL200M-CD4MCu 6" 6068HC08-FT4 PG SB	Godwin HL200M-CD4MCu 6" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 160,346.60	US
PMHL060DUN136	HL200M-CD4MCu 6" C7.1-FT4 PG SB	Godwin HL200M-CD4MCu 6" Pump, Caterpillar C7.1	EA	$ 152,313.85	US
PMHL060DUN137	HL200M-CD4MCu 6" C7.1-FT4 PG RGT	Godwin HL200M-CD4MCu 6" Pump, Caterpillar C7.1	EA	$ 157,265.74	US
PMHL060DCN197	HL160M 6" C15-FT4 PG SB	Godwin HL160M 6" Pump, Caterpillar C15 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 250,431.23	US
PMHL060DUN130	HL160M-CD4MCu 6" C15 FT4 PG SB	Godwin HL160M-CD4MCu 6" Pump, Caterpillar C15 Diesel Engine Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 305,176.32	US

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PMHL060ECN103	HL200M 6" 150HP SB Chrome W/P	Godwin HL200M 6" Pump, 150HP Electric Motor, Skid Based, Chrome Wear Plates	EA	$ 66,125.44	US
PMHL060ECN117	HL200M 6" 250HP 3P SB Chrome W/P	Godwin HL200M 6" Pump, 250HP Electric Motor, 3P Skid Based, Chrome Wear Plates	EA	$ 68,996.22	US
PMHL060ECN118	HL160M 6" 300HP SB	Godwin HL160M 6" Pump, 300HP Electric Motor, Skid Based	EA	$ 98,229.22	US
PMHL060ECN105	HL160M 6" 400HP SB	Godwin HL160M 6" Pump, 400HP Electric Motor, Skid Based	EA	$ 105,602.27	US
PMHL080DCN140	HL225M 8" C9.3-FT4 PG SB Chrome W/P	Godwin HL225M 8" Pump, Caterpillar C9.3 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates	EA	$ 178,539.29	US
PMHL080DCN132	HL225M 8" 6090HC09-T4 PG SB	Godwin HL225M 8" Pump, John Deere 6090HC09 Diesel Engine-T4, Prime Guard Controller, Skid Based	EA	$ 169,415.37	US
PMHL080DUN143	HL225M-CD4MCu 8" 6090HC09-FT4 PGSB	Godwin HL225M-CD4MCu 8" Pump, John Deere 6090HC09 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 218,932.75	US
PMHL080ECN100	HL225M 8" 300HP SB Chrome W/P	Godwin HL225M 8" Pump, 300HP Electric Motor, Skid Based, Chrome Wear Plates	EA	$ 88,839.29	US
PMHL100DCN123	HL250M 10" C15-FT4 PG 1PT SB	Godwin HL250M 10" Pump, Caterpillar C15 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 244,563.48	US
PMHL100ECN111	HL250M 10" 300HP SB	Godwin HL250M 10" Pump, 300HP Electric Motor, Sk	EA	$ 90,756.42	US
PMHL100ECN100	HL250M 10" 400HP SB	Godwin HL250M 10" Pump, 400HP Electric Motor, Skid Based	EA	$ 115,862.72	US
PMHL100EFN002	HL300M Mech Seal 10" 600HP 460V SB	Godwin HL300M Mech Seal 10" Pump, 600HP 460V Skid Based	EA	$ 151,983.63	US
PMHL030DCN208	HL80M 3" 4LE2T FT4 PG SB CS	Godwin HL80M 3" Pump, Isuzu 4LE2T Diesel Engine Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 62,677.33	US
PMHL030DCN205	HL80M 3" 4045TFC03-FT4 SB CS	Godwin HL80M 3" Pump, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 67,564.99	US
PMHL030DSN125	HL80M-SS 3" 405TFC03-FT4 SB CS	Godwin HL80M-SS 3" Pump, 405TFC03-Final Tier 4, Skid Based, Critically Silenced	EA	$ 87,684.63	US
PMHL040DCN228	HL100M 4" TCAE-93-FT4 PG SB CI W/P CS	Godwin HL100M 4" Pump, TCAE-93 JCB Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Cast Iron Wear Plates, Critically Silenced	EA	$ 89,123.43	US
PMHL040DCN210	HL100M 4" 4045HFC04-FT4 PG SB CI W/P CS	Godwin HL100M 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Cast Iron Wear Plates, Critically Silenced	EA	$ 99,091.44	US

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PMHL030DFN118	HL110M 3" 4045HFC04-FT4 PG SB CS	Godwin HL110M 3" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 153,230.48	US
PMHL040DCN211	HL125M 4" 4045HFC04-FT4 PG SB Chrom W/P CS	Godwin HL125M 4" Pump, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates, Critically Silenced	EA	$ 112,984.38	US
PMHL040DCN219	HL130M 4" 6090HC09-FT4 PG SB ChromW/P CS	Godwin HL130M 4" Pump, John Deere 6090HC09 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, ChromeWear Plates, Critically Silenced	EA	$ 215,907.05	US
PMHL040DCN221	HL130M 4" C9.3-FT4 PG SB Chrom W/P CS	Godwin HL130M 4" Pump, Caterpillar C9.3 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates, Critically Silenced	EA	$ 227,048.61	US
PMHL060DCN194	HL150M 6" C7.1-FT4 PG SB Chrom W/P CS	Godwin HL150M 6" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates, Critically Silenced	EA	$ 151,670.78	US
PMHL060DCN191	HL150M 6" 6068HC08-FT4 PG SB Chrom W/P CS	Godwin HL150M 6" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates, Critically Silenced	EA	$ 158,273.80	US
PMHL060DCN205	HL200M 6" C7.1-FT4 PG SB Chrome W/P CS	Godwin HL200M 6" Pump, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates, Critically Silenced	EA	$ 157,082.12	US
PMHL060DCN202	HL200M 6" 6068HC08-FT4 PG SB ChromeWP CS	Godwin HL200M 6" Pump, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based ChromeWP Critically Silenced	EA	$ 164,702.27	US
PMHL060DCN198	HL160M 6" C15-FT4 PG SB CS	Godwin HL160M 6" Pump, Caterpillar C15 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 279,866.75	US
PMHL080DCN141	HL225M 8" C9.3-FT4 PG SB Chrome W/P CS	Godwin HL225M 8" Pump, Caterpillar C9.3 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Chrome Wear Plates, Critically Silenced	EA	$ 218,062.22	US
PMHL100DCN124	HL250M 10" C15-FT4 PG SB CS	Godwin HL250M 10" Pump, Caterpillar C15 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 288,853.15	US
PMHL100DFN108	HL300M Pack Seal 10" C18-T4F PG SB CS	Godwin HL300M Pack Seal 10" Pump, Caterpillar C18 Diesel Engine-T4F Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 339,041.56	US
PMCD030DCN123	CD80M 3" 3TNV76DASA SP-T3/IT4 SB 75G	Godwin CD80M 3" Pump, Yanmar 3TNV76DASA SP-	EA	$ 41,572.29	US
PMCD040DCN258	CD100S 4" 3TNV88BDSA iT4 DB CS	Godwin CD100S 4" Pump, Yanmar 3TNV88BDSA iT4	EA	$ 44,956.17	US
PMCD040DCN179	CD103M 4" S4Q2VS-T3/I4A SB 80G CS	Godwin CD103M 4" Pump, Mitsubishi S4Q2VS-T3/I4A	EA	$ 50,307.05	US
PMCD040DCN191	CD140M 4" 4045H280-T3 PG ES SB CS	Godwin CD140M 4"Pump, John Deere 4045H280-T3	EA	$ 60,199.50	US
PMCD060DCN293	CD150S NGDP 6" 4045T290-IT4 SB CS	Godwin CD150S NGDP 6" Pump, John Deere 4045T2	EA	$ 52,156.17	US

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PMCD060DCN145	CD160M 6" 6068H285SP6-T3 PG SB 195G C	Godwin CD160M 6" Pump, 6068H285SP6-T3 Prime C	EA	$ 84,448.87	US
PMCD080DCN126	CD180M 8" 6068H285SP6-T3 SB 150G CS	Godwin CD180M 8" Pump, John Deere 6068H285SP(	EA	$ 90,250.13	US
PMCD080DCN175	CD225M 8" 4045H280-T3 PG ES SB CS	Godwin CD225M 8" Pump, John Deere 4045H280-T3	EA	$ 61,474.31	US
PMCD100DCN106	CD250M 10" 6068H285SP3-T3 PG SB 200G	Godwin CD250M 10" Pump, John Deere 6068H285SP	EA	$ 82,165.99	US
PMCD120DCN109	CD300M 12" C9SP-T3 PG SB 250G CS	Godwin CD300M 12" Pump, Caterpillar C9SP-T3 Dies	EA	$ 153,515.37	US
PMDP120DCN112	DPC300 12" 6068H285-SP T3 PG SB CS	Godwin DPC300 12" Pump, John Deere 6068H285-S	EA	$ 123,529.72	US
PMCD180DCN102	CD400M 18" C9SP-T3 PG SB CS	Godwin CD400M 18" Pump, Caterpillar C9SP-T3 Dies	EA	$ 232,954.16	US
PMCD180DCN110	CD500M 24" x 18" C15-PG SB 10G CS	Godwin CD500M 24" x 18" Pump, Caterpillar C15 Die	EA	$ 260,079.60	US
PMCD180DCN117	CD500M 24" x 18" C18-PG SB CS	Godwin CD500M 24" x 18" Pump, Caterpillar C18 Die	EA	$ 355,711.59	US
PMHL030DCN146	HL80M 3" 4045T290-SP2 IT4 SB CS	Godwin HL80M 3" Pump, John Deere 4045T290-SP2	EA	$ 55,203.78	US
PMHL040DCN200	HL100M 4" 4045H280-T3 PG ES SB CS	Godwin HL100M 4" Pump, John Deere 4045H280-T3	EA	$ 72,828.97	US
PMHL030DFN100	HL110M 3" 6068H285SP1-T3 PG SB 200G C	Godwin HL110M 3" Pump, John Deere 6068H285SP1	EA	$ 132,057.43	US
PMHL040DCN161	HL125M 4" 6068H285SP4-T3 PG SB 190G C	Godwin HL125M 4" Pump, John Deere 6068H285SP4	EA	$ 89,508.82	US
PMHL060DCN169	HL150M 6" 6068H485SP1-T3 PG SB CS Chn	Godwin HL150M 6" Pump, John Deere 6068H485SP1	EA	$ 101,576.83	US
PMHL040DCN164	HL130M 4" C9SP-T3 PG SB 250G CS	Godwin HL130M 4" Pump, Caterpillar C9SP-T3 Diese	EA	$ 162,720.91	US
PMHL060DCN150	HL200M 6" 6068H485SP-T3 PG SB CS CrW	Godwin HL200M 6" Pump, John Deere 6068H485SP-	EA	$ 106,088.16	US
PMHL060DCN152	HL160M 6" C15SP-T3 PG SB 330G CS CrWF	Godwin HL160M 6" Pump, Caterpillar C15 Diesel Eng	EA	$ 202,867.25	US

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PMHL080DCN120	HL225M 8" C9SP-T3 PG SB 250G CS	Godwin HL225M 8" Pump, Caterpillar C9SP-T3 Diese	EA	$ 154,092.70	US
PMHL100DCN109	HL250M 10" C15SP-T3 PG SB 330G CS	Godwin HL250M 10" Pump, Caterpillar C15 Diesel En	EA	$ 206,223.93	US
PMNC060DCN143	NC150S NGDP 6" 4045T290 IT4 SB CS	Godwin NC150S NGDP 6" Pump, John Deere 4045T2	EA	$ 53,615.37	US
PMNC160DCN101	NC350 16" C9-T3 PG SB CS	Godwin NC350 16" Pump, Caterpillar C9-T3 Diesel En	EA	$ 207,103.53	US
PMHS030HCN100	Heidra 80 3" Hyd Sub 14cc gear	Godwin Heidra 80 3" Hydraulic Submersible Pumpend, 14cc Gear Driven Hydraulic Motor	EA	$ 7,015.62	US
PMHS040HCN200	Heidra 100TD 4" Hyd Sub 14cc gear	Godwin Heidra 100TD 4" Hydraulic Submersible Pumpend, 14cc Gear Driven Hydraulic Motor	EA	$ 10,546.10	US
PMHS040HHN200	Heidra 100TD-HI 4" Hyd Sub 14cc gear	Godwin Heidra 100TD-Hard Iron 4" Hydraulic Submersible Pumpend, 14cc Gear Driven Hydraulic Motor	EA	$ 22,623.17	US
PMHS040HSN100	Heidra 100TD-SS 4" Hyd Sub 14cc gear	Godwin Heidra 100TD-SS 4" Hydraulic Submersible Pumpend, 14cc Gear Driven Hydraulic Motor	EA	$ 22,045.84	US
PMHS040HCN202	Heidra 100SG 4" Hyd Sub 14cc gear	Godwin Heidra 100 Slurry Gate 4" Hydraulic Submersible Pumpend, 14cc Gear Driven Hydraulic Motor	EA	$ 13,518.14	US
PMHS040HCN203	Heidra 103 4" Hyd Sub 48.8cc gear	Godwin Heidra 103 4" Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 14,956.93	US
PMHS040HSN101	Heidra 103-SS 4" Hyd Sub 48.8cc gear	Godwin Heidra 103-SS 4" Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 24,915.87	US
PMHS060HCN100	Heidra 150MR 6" Hyd Sub 48.8cc gear	Godwin Heidra 150MR 6" Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 12,655.16	US
PMHS060HHN200	Heidra 150-HI 6" Hyd Sub 48.8cc gear	Godwin Heidra 150-Hard Iron 6" Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 30,482.12	US
PMHS060HSN100	Heidra 150-SS 6" Hyd Sub 48.8cc gear	Godwin Heidra 150-SS 6" Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 31,912.59	US
PMHS060HCN104	Heidra 150V 6" Hyd Sub 48.8cc gear	Godwin Heidra 150V 6" Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 12,940.05	US
PMHS060HCN102	Heidra 150SG 6" Hydr Sub 48.8cc gear	Godwin Heidra 150 Slurry Gate 6" Hydrualic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 15,241.06	US
PMHS060HCN103	Heidra 150V/SG 6" Hyd Sub 48.8cc gear	Godwin Heidra 150V/Slurry Gate 6" Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 15,525.94	US

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PMHS060HSN101	Heidra 150V-SS 6" Hyd Sub 48.8cc gear	Godwin Heidra 150V-SS 6" Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 32,104.53	US
PMHS080HCN100	Heidra 200 8" Hyd Sub 90cc piston	Godwin Heidra 200 8" Hydraulic Submersible Pumpend, 90cc Piston Driven Hydraulic Motor	EA	$ 24,915.87	US
PMHS080HSN100	Heidra 200-SS 8" Hyd Sub 90cc piston	Godwin Heidra 200-SS 8" Hydraulic Submersible Pumpend, 90cc Piston Driven Hydraulic Motor	EA	$ 51,371.03	US
PMHS080HCN101	Heidra 200SG 8" Hyd Sub 90cc piston	Godwin Heidra 200SG 8" Hydraulic Submersible Pumpend, 90cc Piston Driven Hydraulic Motor	EA	$ 29,042.57	US
PMHS100HCN100	Heidra 250 10" Hyd Sub 90cc piston	Godwin Heidra 250 10" Hydraulic Submersible Pumpend, 90cc Piston Driven Hydraulic Motor	EA	$ 28,079.85	US
PMHS120HCN200	Heidra 300 12" Hyd Sub 180cc piston	Godwin Heidra 300 12" Hydraulic Submersible Pumpend, 180cc Piston Driven Hydraulic Motor	EA	$ 44,182.37	US
PMHS030HCN101	Heidra 80HH 3" Hyd Sub 48.8cc gear	Godwin Heidra 80HH 3" Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 14,855.67	US
PMHS030HCN102	Heidra 110HH 3" Hyd Sub 90cc piston	Godwin Heidra 110HH 3" Hydraulic Submersible Pumpend, 90cc Piston Driven Hydraulic Motor	EA	$ 56,258.69	US
PMHS060HCN106	Heidra 150HH 6" Hyd Sub 90cc piston	Godwin Heidra 150HH 6" Hydraulic Submersible Pumpend, 90cc Piston Driven Hydraulic Motor	EA	$ 27,602.27	US
PMHS040HCN201	Heidra 100NC Hyd Sub 48.8cc gear	Godwin Heidra 100NC Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 17,827.71	US
PMHS060HCN101	Heidra 150NC Hyd Sub 48.8cc gear	Godwin Heidra 150NC Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 19,267.25	US
PMHS060HCN105	Heidra 150NC-SG Hyd Sub 48.8cc gear	Godwin Heidra 150NC-Slurry Gate Hydraulic Submersible Pumpend, 48.8cc Gear Driven Hydraulic Motor	EA	$ 21,853.15	US
PMHP030HCN107	GHPU10(HS80) 3"PwrPk 3TNV80FSDSA SB	Godwin Godwin GHPU10(HS80) 3"Hydraulic Power Pack, Yanmar 3TNV80FSDSA Diesel Engine, Skid Based	EA	$ 19,551.39	US
PMHP030HCN106	GHPU10(HS80) 3"PwrPk 3TNV80FSDSA RGT	Godwin Godwin GHPU10(HS80) 3"Hydraulic Power Pack, Yanmar 3TNV80FSDSA Diesel Engine, Road Going Trailer	EA	$ 21,569.02	US
PMHP040HCN150	GHPU10 4" Pwr Pk 3TNV88C-FT4 SB	Godwin GHPU10 4" Hydraulic Power Pack, Yanmar 3TNV88C Diesel Engine -Final Tier 4, Skid Based	EA	$ 30,857.68	US
PMHP040HCN151	GHPU10 4" Pwr Pk 3TNV88C-FT4 RGT	Godwin GHPU10 4" Hydraulic Power Pack, Yanmar 3TNV88C Diesel Engine -Final Tier 4, Road Going Trailer	EA	$ 32,683.38	US
PMHP040HCN152	GHP10SG 4" Pwr Pk 3TNV88C-FT4 SB	Godwin GHPU10 Slurry Gate 4" Hydraulic Power Pack, Yanmar 3TNV88C Diesel Engine -Final Tier 4, Skid Based	EA	$ 32,774.06	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMHP040HCN153	GHPU10SG 4" Pwr Pk 3TNV88C-FT4 RGT	Godwin GHPU10SG 4" Hydraulic Power Pack, Yanmar 3TNV88C Diesel Engine -Final Tier 4, Road Going Trailer	EA	$ 34,691.18	US
PMHP040HCN157	GHPU30(HS103)4"PwrPk 4LE2T-FT4 SB	Godwin GHPU30 (HS103) 4"Hydraulic Power Pack, Isuzu 4LE2T Diesel Engine -Final Tier 4, Skid Based	EA	$ 33,828.97	US
PMHP040HCN158	GHPU30(HS103)4"PwrPk 4LE2T-FT4 RGT	Godwin GHPU30 (HS103) 4"Hydraulic Power Pack, Isuzu 4LE2T Diesel Engine -Final Tier 4, Road Going Trailer	EA	$ 35,653.90	US
PMHP060HCN150	GHPU30 6" Pwr Pk TCAE-55-FT4 SB	Godwin GHPU30 6" Hydraulic Power Pack, JCB TCAE-55 Diesel Engine-Final Tier 4, Skid Based	EA	$ 41,495.21	US
PMHP060HCN151	GHPU30 6" Pwr Pk TCAE-55-FT4 RGT	Godwin GHPU30 6" Hydraulic Power Pack, JCB TCAE-55 Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 41,788.41	US
PMHP060HCN152	GHPU30 6" Pwr Pk 4045TFC03-FT4 SB	Godwin GHPU30 6" Hydraulic Power Pack, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Skid Based	EA	$ 44,567.00	US
PMHP060HCN153	GHPU30 6" PwrPk 4045TFC03-FT4 RGT	Godwin GHPU30 6" Hydraulic Power Pack, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 44,851.13	US
PMHP060HCN154	GHPU30SG 6" Pwr Pk TCAE-55-FT4 SB	Godwin GHPU30 Slurry Gate 6" Hydraulic Power Pack, JCB TCAE-55 Diesel Engine-Final Tier 4, Skid Based	EA	$ 42,934.01	US
PMHP060HCN155	GHPU30SG 6"Pwr Pk TCAE-55-FT4 RGT	Godwin GHPU30 Slurry Gate 6"Hydraulic Power Pack, JCB TCAE-55 Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 43,411.59	US
PMHP060HCN156	GHPU30SG 6"PwrPk 4045TFC03-FT4 SB	Godwin GHPU30 Slurry Gate 6"Hydraulic Power Pack, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Skid Based	EA	$ 45,813.85	US
PMHP060HCN157	GHPU30SG 6"PwrPk 4045TFC03-FT4 RGT	Godwin GHPU30 Slurry Gate 6"Hydraulic Power Pack, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Road Going Trailer	EA	$ 46,483.38	US
PMHP080HCN144	GHPU50 8" Pwr Pk 4045HFC04-FT4 PG SB	Godwin GHPU50 8" Hydraulic Power Pack, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 75,423.17	US
PMHP080HCN145	GHPU50 8" Pwr Pk 4045HFC04-FT4 PG RGT	Godwin GHPU50 8" Hydraulic Power Pack, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 75,423.17	US
PMHP080HCN146	GHPU50SG 8" Pwr Pk 4045HFC04-FT4 PG SB	Godwin GHPU50 Slurry Gate 8" Hydraulic Power Pack, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 72,351.39	US
PMHP080HCN147	GHPU50SG 8" Pwr Pk 4045HFC04-FT4 PG RGT	Godwin GHPU50 Slurry Gate 8" Hydraulic Power Pack, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Road Going Trailer	EA	$ 77,239.80	US
PMHP120HCN116	GHPU90 12" Pwr Pk C7.1-FT4 PG SB	Godwin GHPU90 12" Hydraulic Power Pack, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 118,641.31	US
PMHP120HCN114	GHPU90 12" Pwr Pk 6068HC08-FT4 PG SB	Godwin GHPU90 12" Hydraulic Power Pack, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based	EA	$ 122,566.25	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
PMHP030HCN108	GHPU10(HS80) 3"PwrPk 3TNV80FSDSA SB CS	Godwin GHPU10(HS80) 3"Hydraulic Power Pack, Yanmar 3TNV80FSDSA Diesel Engine Skid Based, Critically Silenced	EA	$ 34,498.49	US
PMHP040HCN156	GHPU10 4" PwrPk 3TNV88C-FT4 SB CS	Godwin GHPU10 4" Hydraulic Power Pack, Yanmar 3TNV88C Diesel Engine -Final Tier 4, Skid Based, Critically Silenced	EA	$ 47,629.72	US
PMHP040HCN159	GHPU30(HS103)4"PwrPk 4LE2T-FT4 SB CS	Godwin GHPU30 (HS103) 4"Hydraulic Power Pack, Isuzu 4LE2T Diesel Engine -Final Tier 4, Skid Based, Critically Silenced	EA	$ 51,040.81	US
PMHP060HCN176	GHPU30 6" PwrPk TCAE-55-FT4 SB CS	Godwin GHPU30 6" Hydraulic Power Pack, JCB TCAE-55 Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 54,717.88	US
PMHP060HCN160	GHPU30 6"PwrPk 4045TFC03-FT4 SB CS	Godwin GHPU30 6"Hydraulic Power Pack, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 59,798.24	US
PMHP060HCN177	GHPU30SG 6" PwrPk TCAE-55-FT4 SB CS	Godwin GHPU30 Slurry Gate 6" Hydraulic Power Pack, JCB TCAE-55 Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 60,284.13	US
PMHP060HCN162	GHPU30SG 6"PwrPk 4045TFC03-FT4 SB CS	Godwin GHPU30 Slurry Gate 6"Hydraulic Power Pack, John Deere 4045TFC03 Diesel Engine-Final Tier 4, Skid Based, Critically Silenced	EA	$ 65,263.22	US
PMHP080HCN148	GHPU50 8" Pwr Pk 4045HFC04-FT4 PG SB CS	Godwin GHPU50 8" Hydraulic Power Pack, John Deere 4045HFC04 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 101,200.50	US
PMHP120HCN117	GHPU90 12" Pwr Pk C7.1-FT4 PG SB CS	Godwin GHPU90 12" Hydraulic Power Pack, Caterpillar C7.1 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 150,645.34	US
PMHP120HCN115	GHPU90 12" Pwr Pk 6068HC08-FT4 PG SB CS	Godwin GHPU90 12" Hydraulic Power Pack, John Deere 6068HC08 Diesel Engine-Final Tier 4, Prime Guard Controller, Skid Based, Critically Silenced	EA	$ 155,266.25	US
HSHY002050HQN	1/4" x 50' Hyd Hose	1/4" x 50' Hydrualic Hose With Push Connect	EA	$ 220.65	US
HSHY005050HQN	1/2" x 50' Hyd Hose	1/2" x 50' Hydraulic Hose with Push Connect	EA	$ 241.06	US
HSHY007050HTN	3/4" x 50' Hyd Hose	3/4" x 50' Hydaulic Hose W/Wingnut	EA	$ 729.97	US
HSHY010050HTN	1" x 50' 5000psi Hyd Hose	1" x 50' 5000psi Hydraulic Hose W/Wingnut	EA	$ 841.06	US
HSHY012050HTN	1-1/4" x 50' Hyd Hose	1-1/4" x 50' Hydraulic Hose W/Wingnut	EA	$ 1,739.55	US
HSHY015050HTN	1-1/2" x 50' Hyd Hose	1-1/2" x 50' Hydaulic Hose W/Wingnut	EA	$ 2,358.44	US
TRGLNA000008	Global Series 6 Trlr Kit (10379)	Global Series 6 Trailer Kit (10379)	EA	$ 4,451.64	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
TRGL05000020	GL5 Drop Trl CS CD100/103 (9232)	GL5 Drop Trl Critically Silenced CD100/103 (9232)	EA	$ 6,677.08	US
TRGL10000005	CD250/DPC300/HL5M GL10 Trailer (5705)	CD250/DPC300/HL5M GL10 Trailer (5705)	EA	$ 10,749.37	US
TRGL06000003	GL6 Drop Trl CS CD150/HS150 (9233)	GL6 Drop Trl Critically Silenced CD150/HS150 (9233)	EA	$ 7,537.03	US
TRGL12000002	HS300/HL5M/6M SAE GL12 Trailer (7754)	HS300/HL5M/6M SAE GL12 Trailer (7754)	EA	$ 13,544.58	US
TRGL10000030	GL 10 Drop In Tlr CD225/JD4045HFC04 SAE	GL 10 Drop In Tlr CD225/JDJohn Deere 4045HFC04 Diesel Engine SAE	EA	$ 11,735.52	US
TRGL07000006	CD225 SAE GL7 Trailer (5954)	CD225 SAE GL7 Trailer (5954)	EA	$ 8,156.68	US
TRGL12000001	CD300/HL130/HL225 GL12 Trailer (5769)	CD300/HL130/HL225 GL12 Trailer (5769)	EA	$ 11,609.32	US
TRGL21000010	GL21 Drop In Trl HL260M/C18 (9623)	GL21 Drop In Trl HL260M/Caterpillar C18 Diesel Engine (9623)	EA	$ 21,348.36	US
TRGL16000000	GL16 Drop In Trailer (6999)	GL16 Drop In Trailer (6999)	EA	$ 20,499.75	US
TRGL06000000	Wellpoint GL6 Trailer (5701)	Wellpoint GL6 Trailer (5701)	EA	$ 7,738.04	US
TRGL05000002	CD100MV Drop In Trailer (6926)	CD100MV Drop In Trailer (6926)	EA	$ 7,263.48	US
TRGL10000018	GL10 Drop In Tlr GRL200 SAE (9603)	GL10 Drop In Tlr GRL200 SAE (9603)	EA	$ 10,833.25	US
TRGL14000005	GL14 Drop In Trailer HL130/C9 (9562)	GL14 Drop In Trailer HL130/C9 (9562)	EA	$ 15,027.20	US
TRGL21000019	GL21 Drop In Trl CD300/TAD871 FT4 CS	GL21 Drop In Trl CD300/TAD871 Final Tier 4, Critica	EA	$ 20,518.64	US
TRGL05000006	CD100M/150M CS SAE GL5 Trailer (5852)	CD100M/150M Critically Silenced SAE GL5 Trailer (5	EA	$ 7,399.50	US
ACCP0019	Three Way Priming Valve	Three Way Priming Valve	EA	$ 776.07	US
ACCE0025	PrimeGuard Controller	PrimeGuard Controller	EA	$ 1,770.53	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
ACCE0024	PrimeGuard Auto Throttle	PrimeGuard Auto Throttle	EA	$ 1,359.45	US
ACCE0005	Block Heater - 110 Volt	Block Heater - 110 Volt	EA	$ 163.22	US
ACCE0004	Battery Charger - 12 Volt Trickle	Battery Charger - 12 Volt Trickle	EA	$ 423.93	US
ACCE0030	Battery Charger - Solar	Battery Charger - Solar	EA	$ 827.46	US
ACCE0006	Carb Registration	Carb Registration	EA	$ 1,208.31	US
ACCE0016	Electrical - 1750 Watt AC/DC Inverter	Electrical - 1750 Watt AC/DC Inverter	EA	$ 1,208.31	US
ACCE0009	Single Gang (1) GFCI Duplex Receptacle	Single Gang (1) GFCI Duplex Receptacle	EA	$ 384.63	US
ACCE0010	Double Gang (2) GFCI Duplex Receptacles	Double Gang (2) GFCI Duplex Receptacles	EA	$ 504.79	US
ACCE0007	70AMP Circuit Breaker Panel	70AMP Circuit Breaker Panel	EA	$ 745.84	US
ACCB0045	60 Gallon Fuel Tank	60 Gallon Fuel Tank	EA	$ 709.57	US
ACCB0006	Electric Brakes - 2" Ball	Electric Brakes - 2" Ball	EA	$ 113.35	US
ACCB0002	Ball Hitch - 2-5/16"	Ball Hitch - 2-5/16"	EA	$ 173.05	US
ACCB0027	Spare Tire	Spare Tire	EA	$ 228.21	US
ACCB0037	Wheel Chock & Holder (set of 2)	Wheel Chock & Holder (set of 2)	EA	$ 306.80	US
ACCB0062	(1) 12V Light Mounted Over PG w/Switch	(1) 12V Light Mounted Over Prime Guard Controller,	EA	$ 231.99	US
ACCB0020	(1) 12V Light Mounted Over PG w/Timer	(1) 12V Light Mounted Over Prime Guard Controller,	EA	$ 475.31	US
ACCB0018	(2) 12V Halogen Work Lights w/Switch	(2) 12V Halogen Work Lights w/Switch	EA	$ 664.99	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
ACCB0019	(4) 12V Halogen Work Lights w/Switch	(4) 12V Halogen Work Lights w/Switch	EA	$ 1,329.22	US
ACCB0061	(2) 12V Halogen Work Lights w/Timer	(2) 12V Halogen Work Lights w/Timer	EA	$ 786.65	US
ACCB0060	(4) 12V Halogen Work Lights w/Timers	(4) 12V Halogen Work Lights w/Timers	EA	$ 1,258.19	US
ACCB0035	Lights - Red Strobe	Lights - Red Strobe	EA	$ 564.48	US
ACCB0036	Lights - Yellow Strobe	Lights - Yellow Strobe	EA	$ 564.48	US
CAPRMA011	Primeguard Pressure Transducer	Primeguard Pressure Transducer	EA	$ 1,009.57	US
PMWP010GAN000	GWP-25HX 1" Wet Prime Dewater GX25	Godwin GWP-25HX 1" Wet Prime Dewatering Pump,	EA	$ 505.54	US
PMWP020GAN002	GWP-50HX 2" Wet Prime Water Pump GX12	Godwin GWP-50HX 2" Wet Prime Water Pump, GX1	EA	$ 878.84	US
PMWP030GAN002	GWP-80HX 3" Wet Prime Dewater GX160	Godwin GWP-80HX 3" Wet Prime Dewatering Pump,	EA	$ 1,055.67	US
PMWP040GAN001	GWP-100HX 4" Wet Prime Dewater GX240	Godwin GWP-100HX 4" Wet Prime Dewatering Pump	EA	$ 1,906.55	US
PMWP020GAN001	GTP-50HX 2" Wet Prime Trash GX160	Godwin GTP-50HX 2" Wet Prime Trash Pump, GX16	EA	$ 1,523.43	US
PMWP030GAN001	GTP-80HX 3" Wet Prime Trash GX240	Godwin GTP-80HX 3" Wet Prime Trash Pump, GX24	EA	$ 2,158.19	US
PMWP040GAN000	GTP-100HX 4" Wet Prime Trash GX340	Godwin GTP-100HX 4" Wet Prime Trash Pump, GX3	EA	$ 3,167.00	US
ESDW0005VA000	GSP05-1 Dewater 0.5HP 1P 115V 2"	Godwin GSP05-1 Submersible Dewatering Pump, 0.5	EA	$ 530.48	US
ESDW0005VA001	GSP05-2 Dewater 1/2HP 1P 230V 2"	Godwin GSP05-2 Submersible Dewatering Pump, 1/2	EA	$ 530.48	US
ESDW0010VA000	GSP10-1 Dewater 1HP 1P 115V 2"	Godwin GSP10-1 Submersible Dewatering Pump, 1H	EA	$ 845.59	US
ESDW0010VA001	GSP10-2 Dewater 1HP 1P 230V 2"	Godwin GSP10-2 Submersible Dewatering Pump, 1H	EA	$ 845.59	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
ESDW0020VA000	GSP20-1 Dewater 2HP 1P 115V 3" *SEE TEF	Godwin GSP20-1 Submersible Dewatering Pump, 2H	EA	$ 2,125.69	US
ESDW0020VA001	GSP20-2 Dewater 2HP 1P 230V 3"	Godwin GSP20-2 Submersible Dewatering Pump, 2H	EA	$ 2,125.69	US
ESDW0020VC005	GSP20SL-1 Dewater 2HP 1P 115V 3"	Godwin GSP20SL-1 Submersible Dewatering Pump,	EA	$ 2,512.59	US
ESDW0020VC000	GSP20SL-2 Dewater 2HP 1P 230V 3"	Godwin GSP20SL-2 Submersible Dewatering Pump,	EA	$ 2,512.59	US
ESDW0020VC003	GSP20SL-4 Dewater 2HP 3P 230/460V	Godwin GSP20SL-4 Submersible Dewatering Pump,	EA	$ 2,512.59	US
ESDW0020VC004	GSP20SL-6 Dewater 2HP 3P 575V 3"	Godwin GSP20SL-6 Submersible Dewatering Pump,	EA	$ 2,512.59	US
CPCM1P0102500	Manual Control 1P Max:10Amp M25	Manual Control 1P Max:10Amp M25	EA	$ 360.45	US
CPCA1P0062501	Auto Control Panel 1P Max:6Amp P25	Auto Control Panel 1P Max:6Amp P25	EA	$ 1,072.29	US
CPCM1P0062500	Manual Control 1P Max:6Amp M25	Manual Control 1P Max:6Amp M25	EA	$ 360.45	US
CPCA1P0062500	Auto Control 1P Max:6Amp M25 230V	Auto Control 1P Max:6Amp M25 230V	EA	$ 1,281.61	US
CPCM1P0162500	Manual Control 1P Max:16Amp M25	Manual Control 1P Max:16Amp M25	EA	$ 374.06	US
CPCA1P0162501	Auto Control 1P Max:16Amp M25 115V	Auto Control 1P Max:16Amp M25 115V	EA	$ 1,215.11	US
CPCA1P0102500	Auto Control 1P Max:10Amp M25 230V	Auto Control 1P Max:10Amp M25 230V	EA	$ 1,281.61	US
CPCM1P0252500	Manual Control 1P Max:25Amp M25	Manual Control 1P Max:25Amp M25	EA	$ 374.06	US
CPCA1P0252500	Auto Control 1P Max:25Amp M25 115V	Auto Control 1P Max:25Amp M25 115V	EA	$ 1,116.88	US
CPCA1P0162500	Auto Control 1P Max:16Amp M25 230V	Auto Control 1P Max:16Amp M25 230V	EA	$ 1,281.61	US
CPCM3P0102500	Manual Control 3P Max:10Amp M25 MTP	Manual Control 3P Max:10Amp M25 MTP	EA	$ 702.77	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
CPCA3P0122904	Auto Control 3P Max:12AMP P29, 460V Bfrm	Auto Control 3P Max:12AMP P29, 460V Bfrm	EA	$ 1,420.65	US
CPCM3P0042500	Manual Control 3P Max:4Amp M25 MTP	Manual Control 3P Max:4Amp M25 MTP	EA	$ 702.77	US
CPCM3P0042501	Manual Control 3P Max:4Amp M25 MTP 575V	Manual Control 3P Max:4Amp M25 MTP 575V	EA	$ 874.31	US
CPCA3P0042501	Auto Control 3P Max:4Amp M25 575V	Auto Control 3P Max:4Amp M25 575V	EA	$ 1,297.48	US
CPCM3P0652900	Manual Control 3P Max:32Amp P29	Manual Control 3P Max:32Amp P29	EA	$ 1,327.71	US
CPCM3P0322902	Manual Control 3P Max:32Amp P29, 460V	Manual Control 3P Max:32Amp P29, 460V	EA	$ 1,009.57	US
CPCM3P0703600	Manual Control 3P Max:70Amp P36	Manual Control 3P Max:70Amp P36	EA	$ 1,972.29	US
CPCM3P0322905	Manual Control 3P Max:32Amp P29 460V Dfr	Manual Control 3P Max:32Amp P29 460V Dfr	EA	$ 1,009.57	US
CPCM3P0653601	Manual Control 3P Max65Amp P36 460V DFrm	Manual Control 3P Max65Amp P36 460V DFrm	EA	$ 1,336.02	US
CPCM3P1254800	Manual Control 3P Max:125Amp P48	Manual Control 3P Max:125Amp P48	EA	$ 2,980.35	US
CPCM3P1004200	Manual Control 3P 63-100Amp P42	Manual Control 3P 63-100Amp P42	EA	$ 2,840.55	US
CPCA3P0652900	Auto Control 3P Max:65Amps P29 230V DFrm	Auto Control 3P Max:65Amps P29 230V DFrm	EA	$ 1,569.52	US
CPCA3P0322903	Auto Control 3P Max:32Amp P29, 460V BFrm	Auto Control 3P Max:32Amp P29, 460V BFrm	EA	$ 1,448.61	US
CPCA3P0703600	Auto Control 3P Max:70 Amp P36	Auto Control 3P Max:70 Amp P36	EA	$ 2,214.86	US
CPCA3P0322905	Auto Control 3P Max:32Amp P29,460V DFrm	Auto Control 3P Max:32Amp P29,460V DFrm	EA	$ 1,569.52	US
CPCA3P0653601	Auto Control 3P Max:65Amps P36 460V DFrm	Auto Control 3P Max:65Amps P36 460V DFrm	EA	$ 1,569.52	US
CPCA3P1254800	Auto Control 3P Max:125Amp P48	Auto Control 3P Max:125Amp P48	EA	$ 3,344.58	US

Part #	Product Name	Product Description	UOI	GSA Net Price	COO
CPCA3P1600000	Auto Control 3P Max:160Amp NE	Auto Control 3P Max:160Amp NE	EA	$ 3,344.58	US
CPCA3P2200000	Auto Control 3P Max:220Amp NE	Auto Control 3P Max:220Amp NE	EA	$ 3,624.18	US
CPCA3P1004200	Auto Control 3P Max:100Amp P42	Auto Control 3P Max:100Amp P42	EA	$ 3,092.19	US
CPVF3P0310302	Godwin 20HP VFD	Godwin 20HP VFD CP W/CAGE 31AMP 460V R8	EA	$ 18,600.00	US
CPVF3P0450302	Godwin 30HP VFD	Godwin 30HP VFD CP W/CAGE 45AMP 460V R8	EA	$ 20,335.01	US
CPVF3P0700302	Godwin 50HP VFD	Godwin 50HP VFD CP W/CAGE 70AMP 460V R8	EA	$ 23,886.65	US
CPVF3P0880302	Godwin 60HP VFD	Godwin 60HP VFD CP W/CAGE 88AMP 460V R8	EA	$ 24,767.76	US
CPVF3P1050302	Godwin 75HP VFD	Godwin 75 HP Electric Motor, VFD CP W/CAGE 105A	EA	$ 25,555.92	US
CPVF3P1420302	Godwin 100HP VFD	Godwin 100HP Electric Motor, Electric Motor VFD CP	EA	$ 28,299.75	US
CPVF3P1800302	Godwin 150HP VFD	Godwin 150HP Electric Motor, VFD CP W/CGE 180A	EA	$ 31,769.77	US
CPVF3P2110302	Godwin 175HP VFD	Godwin 175 HP Electric Motor, VFD CP W/CGE 211A	EA	$ 36,249.37	US
CPVF3P2420302	Godwin 200HP VFD	Godwin 200HP Electric Motor, VFD CP W/CGE 242A	EA	$ 46,718.39	US
CPVF3P3700302	Godwin 300HP VFD	Godwin 300HP Electric Motor, VFD CP W/CGE 370A	EA	$ 50,031.23	US
CPVF3P5150302	Godwin 400HP VFD	Godwin 400HP Electric Motor, VFD CP W/CGE 515A	EA	$ 66,468.51	US
CPVF3P6010302	Godwin 500HP VFD	Godwin 500HP VFD CP W/CGE 601AMP 460V R8	EA	$ 70,237.78	US
CPVF3P7200302	Godwin 600HP VFD	Godwin 600HP VFD CP W/CGE 720AMP 460V R8	EA	$ 75,683.12	US

Pac Machine Company

SACRAMENTO, BENICIA, CA
SPARKS, NV

From: Gerard Marquez
Pac Machine Company
8570 23rd Avenue
Sacramento, CA 95826
Phone: (916) 387-1336
Fax: (916)387-1380

To: Rick Paredez
Of: City of Visalia
Email/Fax: Rick.Paredez@Visalia.City
Phone: 559 713 4273
Re: Godwin Portable Trailer Mounted Trash Pump with Diesel tier 4 Engine
Date: 07.07.25

Call Gerard Marquez @ mobile 916-416-2252 or email @ gerard@pacmachine.com w/questions per your request we're pleased to quote the following.

Qty	Description	Price Each	Amount
	6" OPEN Diesel Engine Dri-Prime® Pumps		
3	Godwin Dri-Prime CD150S Diesel Pump PN: PMCD060DCN297 6" 150# Flange Suction and Discharge John Deere 4045TFC03 74HP Tier 4 Final Diesel Engine 60 Gallons Fuel Tank Includes PrimeGuard Engine Controller Road Going Trailer, Elec Brakes-3" Pintle Lights-DOT Standard **CONTRACT: GSA 47QSMS24D00C6**	$52,246.10	$156,738.30
1	Freight	$11,500.00	$11,500.00
		Sales Tax (8.50%)	$13,322.76
	Delivery: 12-14 weeks, plus transit from NJ Specifications attached		
		TOTAL:	**$181,561.06**

Thank you very much for the opportunity to quote.

Gerard Marquez

From:	Rick Paredez
To:	Ben Litwack
Subject:	FW: Pump quote
Date:	Monday, March 31, 2025 12:45:14 PM
Attachments:	image003.png image004.jpg image005.png

FYI

From: Ivory, Michael - Xylem <Michael.Ivory@xylem.com>
Sent: Monday, March 31, 2025 12:31 PM
To: Rick Paredez <Rick.Paredez@visalia.city>
Cc: Gerard Marquez <gerard@pacmachine.com>
Subject: RE: Pump quote

Hello Rick,

Thanks for reaching out for a pump price. PAC Machine is our exclusive distributor in Visalia, California, so we must honor that agreement with them and cannot quote you directly. I have copied Gerard Marquez with PAC on this email. I sure that he will be eager to assist you.

Thanks

Michael P Ivory
Director, Service Solutions – Business Development
84 Floodgate Road, Bridgeport, NJ 08014
m: +1 412 670 3247
Web | LinkedIn | X | Facebook | YouTube | Instagram

From: Rick Paredez <Rick.Paredez@visalia.city>
Sent: Monday, March 31, 2025 1:47 PM
To: Ivory, Michael - Xylem <Michael.Ivory@xylem.com>
Subject: Pump quote

Michael,

I'm looking to get a Sorcewell or GSA quote for the pump in the attachment.

Thank you.



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Visalia City Council

Staff Report

File #: 25-0314 **Agenda Date:** 8/4/2025 **Agenda #:** 6.

Agenda Item Wording:
Park Pond Project Notice of Completion - Request authorization to file a Notice of Completion for the Plaza Park Pond Shoreline Replacement Project.

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

Department Recommendation: Staff recommends that City Council authorize the filing of a Notice of Completion for the Plaza Park Pond Shoreline Replacement Project.

Summary:
The Plaza Park Pond Shoreline Replacement Project replaced the deteriorated concrete shoreline with a new reinforced concrete shoreline that provides a safer and beautified public recreation area. The construction contract was awarded to Cal Valley Construction in the amount of $789,315.00 with the final project cost totaling $925,156.56 and was funded through the American Rescue Plan Act (ARPA) funding. Staff is requesting authorization to file a Notice of Completion for the Plaza Park Pond Shoreline Replacement Project.

Background Discussion:
The Plaza Park Pond is a facility that is located at Plaza Park. This facility is a pond that is accessed by the public for leisure and enjoyment. Over the approximate 50 years of the existing facility being in operation, the concrete shoreline perimeter of the pond experienced significant deterioration, cracking, and erosion. This is likely a result of aged concrete and soil settlement over the years.

In 2018, city staff began preparing a bid package for construction improvements on the pond shoreline. Due to construction costs and funding shortfalls, the project was not awarded for construction at the time. With the recent American Rescue Plan Act (ARPA) funding the City received, staff was able to update and reissue the bid package for construction in the fall of 2024. The ARPA funding was provided through a federal stimulus bill to aid public health and economic recovery from the Covid-19 pandemic.

The scope of this project included the removal of the existing deteriorated and eroding concrete shoreline, re-establishment of the grading of the shoreline, installation of a new reinforced concrete shoreline perimeter, and repair of some cracking and erosion of concrete near the existing pedestrian bridge. In addition, the bid package included an alternate bid item to replace the liner along the bottom of the pond, which was implemented.

The improvements incorporated in this project enhanced the safety for users of the Plaza Park Pond

by providing a newly installed and reinforced concrete shoreline that now provides a stable and secure perimeter around the pond. The completed project now provides a safer and beautified public recreation space for the community.

Fiscal Impact:
The Plaza Park Pond Shoreline Project was funded with ARPA and General Funds. The City Council awarded this contract to Cal Valley Construction at the 10/17/2024 council meeting in the amount of $789,315.00. City staff included a more conservative construction contingency amount for this project due to the age and existing state of the pond. The final Cal Valley construction cost included construction change orders for a total project cost of $925,156.56. The total construction change orders amounted to $138,841.56 (15%). The following is a breakdown of the construction change orders.

Utilities (UT)	$ 4,701.13	0.5%
Balance of Quantities (BQ)	$ -2,304.00	-0.25%
Unforeseen Conditions (UN)	$ 136,444.43	14.75%
TOTAL:	$138,841.56	15.0%

Utilities (UT):
The change in scope resulting from utility conflicts included the installation of a Valve Pipe Cap of an existing 4" water line and the extension of an existing inlet pipe that was uncovered.

Balance of Quantities (BQ):
Balance of Quantities included:

- An increase in decomposed granite installed at the top of the new shoreline.
- A decrease in the amount of import fill earthwork used.
- A decrease in construction notification signs used for the project.

Unforeseen Conditions (UN):
The change in scope due to unforeseen conditions included the removal of oversaturated thick and silty mud at the base of the pond that could not be navigated by labor or equipment without getting stuck and was not drying at a pace to complete work by the needed timeline. This thick silty mud ranged in depth from 2 feet to 4 feet and had to be removed and hauled off of the project site. During the excavation an old pond liner was found below this mud layer. The extra work also included the installation of a temporary drywell in order to manage existing saturation as well as control saturation from rain events during construction.

Fortunately, staff anticipated the possibility of finding unforeseen conditions on this project and a larger construction contingency was assigned to cover possible extra work. Originally these unforeseen conditions were estimated to be around $300,000.00, however staff and the contractor worked together to complete this work on a time and materials basis for a change order amount of $138,841.56, keeping the change orders within the original project contingency. The existing unforeseen project conditions as well as discovered unknown existing utility conflicts were resolved with the most suitable and cost-effective solutions possible. Refer to the Project Budget Summary below.

Plaza Park Pond Shoreline Replacement	
Total Project Funding:	**$1,020,000**
Project Costs	
Construction Contract Amount:	789,315.00
Change Orders:	$138,841.56
Materials Testing:	$3,735.00
City Staff Time & misc.:	$58,108.44
Total Project Construction Cost	**$990,000.00**
Remaining Balance:	$30,000

At this time the remaining balance is being kept with the project. The excavated thick and silty mud was hauled to the wastewater treatment plant temporarily during the project to expedite the site work. Staff is currently working internally to finalize the cost to take this soil to the county landfill.

Prior Council Action:
10/17/2024
1. Awarded the construction contract with Cal Valley Construction for RFB 23-24-71, Plaza Park Pond Shoreline Replacement in the amount of $789,315.00; authorize additional appropriation of funds from the general fund in the amount of $450,000.0
2. Approve a $520,000 budget transfer from the Keyless Entry ARPA project to the Plaza Park Pond Shoreline project.

Other: NA

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of a Notice of Completion for the Plaza Park Pond Shoreline Replacement Project.

Environmental Assessment Status: Categorical Exemption Completed

CEQA Review: Categorical Exemption

Deadline for Action: 8/4/2025

Attachments:
Attachment A - Before and After Photos
Attachment B - Project Location Map

Pre-Construction Photos

















Post Construction Photos

















Attachment B
Project Location Map

City of Visalia
Plaza Park Pond
Shoreline Replacement Project
Completed 2025

N Plaza Dr
W Crowley Ave
N Century St
N Neeley St
W Hillsdale Ave
S Neeley St
N Ferne St
W Hillsdale Ave
N Kelsey St
W Hillsdale Ct
S Kelsey St
S Plaza Dr
N
S
Hwy 198
W Noble Ave
1 inch = 500 feet
PROJECT SITE
S Plaza Dr
Rd 66
MILL CREEK
Hwy 99
N. Fork PERSIAN
PERSIAN

Visalia City Council

Staff Report

File #: 25-0319 **Agenda Date:** 8/4/2025 **Agenda #:** 7.

Agenda Item Wording:
Award Contract for Solids Handling Improvement Project - Authorize the City Manager to award a construction contract to WM Lyles in the amount of $13,744,000 for the Solids Handling Improvement Project at the Visalia Water Reclamation Facility.

Prepared by: Rehana Cale, Senior Project Manager (559) 713-4176, rehana.cale@visalia.city; Ben Litwack, Public Works Manager (559) 713-4716, ben.litwack@visalia.city

Department Recommendation: Staff recommends that the City Council authorize the City Manager to award a contract to WM Lyles in the amount of $13,744,000 for RFB 24-25-11 - Solids Handling Improvement Project.

Summary:
The Solids Handling Improvement Project, CP0636, is estimated at $19,100,000, budgeted in Fiscal Year 2025/26. Construction, construction management, and materials testing services are included in this budget. The Request for Bids for the Solids Handling Improvement Project, RFB 24-25-11, was sent out on May 19, 2025 and the bid closing was July 16, 2025.

WM Lyles was determined to have submitted the lowest responsive bid of $13,744,000. Staff recommends awarding the construction contract to WM Lyles in the amount of $13,744,000.

Background Discussion:
The Water Reclamation Facility (WRF) has, and is currently, experiencing capacity and operational challenges in its solids handling processes due to aging infrastructure, existing and projected increased flows and constituent loadings, and operational limitations of existing systems. In response, the City contracted with Carollo in 2023 to conduct a condition assessment and development of both a near-term Facility Plan and a 20-year Master Plan. Carollo identified $70 million in near-term projects, including upgrades to sludge systems, UV disinfection capacity, and construction of a new anaerobic digester, with $24,760,000 recommended for immediate action. On June 26, 2024, Council adopted the updated Master Plan, that included these projects. On June 2, 2025, Council approved updates to the Fiscal Year 2025/26 Wastewater Capital Improvement Program (CIP) Budget and appropriated $24,760,000 from the Wastewater Fund (431).

RFB 24-25-11 for the Solids Handling Improvement Project was advertised beginning May 19, 2025 and the RFB closed on July 16, 2025. The project received the following 6 bids:

Proposer's Name	Location	Total Bid Amount
WM Lyles	Fresno, CA	$13,744,000
GSE Construction Company	Livermore, CA	$13,993,100
Clark Brothers Inc	Fresno, CA	$14,749,000

Mountain Cascade Inc	Livermore, CA	$17,092,925
Thompson Builders Corp	Novato, CA	$18,255,000
Unified Field Services Corp	Bakersfield, CA	$19,756,845

WM Lyle's bid proposal was determined to be the lowest responsive bid and as part of the review process, the references they provided were verified. The references provided included the City of Imperial, CA, the City of Roseville, CA, and the Inland Empire Utilities Agency. These references were called by City staff with favorable responses from all parties. Additionally, WM Lyles and all of their listed subcontractors are properly licensed As a result, staff recommends that the construction contract be awarded to WM Lyles.

Fiscal Impact: The total cost of this contract with WM Lyles is $13,744,000, which will be funded through the Solids Handling Improvement Project CP0636 within the Wastewater Fund 431.

Prior Council Action: April 3, 2023 - Council approved a contract with Carollo to perform a Condition Assessment, Facility Plan, and Master Plan Update for the WRF.
December 18, 2023 - Council approved Contract with Carollo for engineering services related to the identified near-term projects.
December 18, 2023 - Council approved a request from the Goshen Community Services District to increase sewer discharge capacity.
February 20, 2024 - Council received a report and presentation on the Facility Plan, Condition Assessment, and Master Plan update for the WRF.
June 2, 2025 - Council approved updates to the Fiscal Year 2025/26 Wastewater Capital Improvement Program (CIP) Budget, and appropriated $24,760,000 from the Wastewater Fund (431). The Solids Handling Improvement Project, CP0636, was included in the budget update, comprising of $19,100,000 of the $24,760,000 budgeted for Fiscal Year 2025/26.
June 17, 2025 - Council approved a contract with NV5 for Construction Management and Materials Testing services for the Water Reclamation Facility's Solids Handling Improvement Project in the amount of $1,243,847.69.

Other: N/A

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to award a contract to WM Lyles in the amount of $13,744,000 for RFB 24-25-11 - Solids Handling Improvement Project.

Environmental Assessment Status: N/A

CEQA Review: Notice of exemption 2024-41 was prepared for the updated Master Plan and submitted on 9/6/2024, and received no responses.

Deadline for Action: 8/4/2025

Attachments:
Attachment 1: WM Lyles's Bid Proposal

Attachment 2: RFB 24-25-11 Solids Handling Improvement Project

BID PROPOSAL

SECTION 1 BID ITEM PROPOSAL SCHEDULE

FROM: CONTRACTOR W. M. Lyles Co.
Company Name of Bidder

Bids are required for the entire work complete and in place. Contractor must fill out all portions of Bid Proposal Form, including the Base Bid Schedule.

For improvement of:

RFB No.: 24-25-11
Project Name: CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENTS AT VISALIA'S WATER RECLAMATION FACILITY

To the City Clerk of the City of Visalia:

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all the work required to complete said work in accordance with said Plans, if any, Standard Specifications, Construction Specifications and Contract Documents in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following **Bid Schedule**:

ITEM NO.	DESCRIPTION OF WORK	LUMP SUM PRICE ($)
1	Mobilization & Demobilization	525,000.
2	Temporary Excavation Support	52,000
3	Water Pollution Prevention	7,000
4	TWAS Bypass System	55,000
5	TWAS Pipe Cleaning and Inspection	40,000
6	TWAS Cleanouts	127,000
7	Screw Press System	2,616,000
8	Polymer Storage Area	922,000
9	Sludge Drying Bed Site Civil	510,000
10	Sludge Drying Bed Foundation and Structure	4,567,000
11	Sludge Drying Bed Yard Piping	307,000
12	Digester Cleaning Pond Site Civil	1,017,000
13	Digester Cleaning Pond Foundation and Structure	1,870,000
14	Digester Cleaning Pond Yard Piping and Quick Connection Pad	762,000
15	Digester Cleaning Pond Inlet and Outlet Structures	327,000
16	Project Commissioning and Start-Up	40,000
	TOTAL BID AMOUNT ($) =	13,744,000

All bids will be checked for accuracy. In case of a discrepancy between unit price and total, the unit price shall prevail.

LOWEST BIDDER will be determined by the lowest TOTAL BID AMOUNT.

The Contract, if awarded, will be to the lowest bidder whose bid the City deems both responsive and responsible and complies with all the requirements described. Contractor shall have experience constructing at least two projects of similar size and scope within the past five years and include this information under Contractor's References section of bid. Upon request, contractor shall provide documentation with proof of experience.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment and performance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Visalia, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Visalia.

Bidder acknowledges receipt of the following addenda:

No. 1, dated June 17, 2025

No. 2, dated June 27, 2025

No. 3, dated July 10, 2025

No. _____, dated _____, 20___

No. _____, dated _____, 20___

No. _____, dated _____, 20___

SECTION 2 FORMS REQUIRED WITH BID

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder hereby completes, under penalty of perjury, the following questionnaire:

Has the bidder, or any office of the bidder, or any employee who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_X___

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaire and Statement are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidder's Statement on Previous Contracts
Subject to Equal Employment Opportunity Clause
(Executive Order 11246)

THIS FORM IS TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID

The BIDDER shall complete the following statement:

The BIDDER W. M. Lyles Co., proposed subcontractor _____, hereby certifies that he has X, has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, of the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

The BIDDER has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and representations indicating submission of required compliance reports signed by proposed SUBBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: W. M. Lyles Co.

Business Address: 525 W. Alluvial Avenue, Fresno, CA 93711

Signature: _____

Name: Kenneth D. Strosnider

Title President

Date: 7-16-25

The Awarded Bidder shall obtain and keep on file, a copy of this form completed and signed by each of his/her subcontractors listed for this project.

The City reserves the right to ask the Awarded Contractor for the subcontractors completed forms at any time.

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: W. M. Lyles Co.

Business Address: 525 W. Alluvial Avenue, Fresno, CA 93711

Signature: _____

Name Kenneth D. Strosnider

Title President

Date: 7-16-25

Clean Air and Water Pollution Control Certification
(AIR 42 U.S.C. § 7401 et seq., 40 CFR Part 15.61, 49 CFR Part 18; WATER: 33 U.S.C. § 1251)

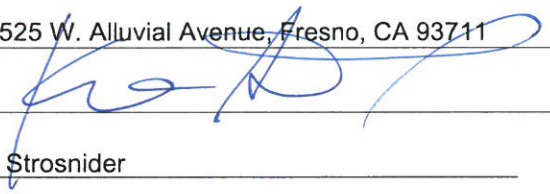
BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: W. M. Lyles Co.

Business Address: 525 W. Alluvial Avenue, Fresno, CA 93711

Signature: 

Name Kenneth D. Strosnider

Title President

Date: 7-16-25

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 Kenneth D. Strosnider, President
W. M. Lyles Co.

7-16-25
Date

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

State of California
County of Kern

Subscribed and sworn to (or affirmed) before me on this 16th day of July, 2025, by Kenneth D. Strosnider,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

ALLEN HICKERNELL
Notary Public - California
Kern County
Commission # 2522468
My Comm. Expires Jun 7, 2029

(Seal)

Signature

Certification Concerning Worker's Compensation Insurance

STATE OF CALIFORNIA)
) ss
CITY OF ~~VISALIA~~ BAKERSFIELD)

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

Date: 7-16-25

Signature: _____

Kenneth D. Strosnider, President
W. M. Lyles Co.

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
W. M. Lyles Co.	77-0004110
BY(Authorized Signature)	DATE EXECUTED
	7-16-25
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Kenneth D. Strosnider	(559)441-1900
TITLE	
President	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
525 W. Alluvial Avenue, Fresno, CA 93711	

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.

DISCLOSURE STATEMENTS

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

W. M. Lyles Co.
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

525 W. Alluvial Avenue, Fresno, CA 93711
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:

Kenneth D. Strosnider, President / CEO / Treasurer
Anthony M. Mueller, Sr. Vice President / COO
Ruben Moreno, Jr., Secretary
Scott R. Fults, Asst. Secretary

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known 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.

W. M. Lyles Co.
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Kenneth D. Strosnider, President
Print or Type Name of Authorized Individual

Certification of Anti-Kickback Compliance
(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

By submission of a Bid, the BIDDER certifies that it has read the "Anti-Kickback Procedures," referenced above and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: W. M. Lyles Co.

Business Address: 525 W. Alluvial Avenue, Fresno, CA 93711

Signature:

Name of Signing Official: Kenneth D. Strosnider

Title of Signing Official: President

Date: 7-16-25

Company Seal:

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: W. M. Lyles Co.

Business Address: 525 W. Alluvial Avenue, Fresno, CA 93711

Signature:

Name of Signing Official: Kenneth D. Strosnider

Title of Signing Official: President

Date: 7-16-25

Company Seal:

Certificate of Nonsegregated Facilities
(Bidders/Subcontractors)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

   a. Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
   b. Retain such certifications in its files; and
   c. Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: W. M. Lyles Co.

Business Address: 525 W. Alluvial Avenue, Fresno, CA 93711

Signature: _____

Name: Kenneth D. Strosnider

Title: President

Date: 7-16-25

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.

Please check one:

X 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 $1,000,000 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: Kenneth D. Strosnider

Title: President Agency Name: W. M. Lyles Co.

Date: 7-16-25

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.

Bid Proposal Contract

Accompanying this proposal is $ 10% of total bid cash, cashier's check, certified check, or bidder's bond in the amount equal to at least ten percent (10%) of the total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, director and manager thereof and all stockholders owning more than 10% equity interest in corporation; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last name in full.

W. M. Lyles Co.
Print Name of Corporation or True Name of Firm

Kenneth D. Strosnider, President / Treasurer / Director and Manager
Print Officer's Name or Copartner's Name and Title

Anthony M. Mueller, Sr. Vice President
Print Officer's/Stockholder Name or Copartner's Name and Title

Ruben Moreno, Jr., Secretary
Print Officer's/Stockholder Name or Copartner's Name and Title

Scott R. Fults, Asst. Secretary
Print Officer's/Stockholder Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Licensed in accordance with an act providing for the registration of Contractors,

License No. 422390, Class of License(s) A, B,

License Expiration Date 05/31/2026.

Department of Industrial Relations Registration No. 1000001448.

The representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the City of Visalia.

Signature of Authorized Person(s)

Signature — President (Title)

Kenneth D. Strosnider
Print Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

525 W. Alluvial Avenue, Fresno, CA 93711
Business Address

525 W. Alluvial Avenue, Fresno, CA 93711
Street Address City State Zip Code

Business Telephone Number ( ) (559) 441-1900

Place of Residence N/A Dated: 7-16-25

E-mail kstrosnider@wmlylesco.com

SUBCONTRACTORS LIST

In accordance with the provisions of Section 2-8 "Designation of Subcontractors," of the Standard Specifications, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or $10,000, whichever is greater. In each instance, the nature and extent of the work to be sublet shall be described.

The general Contractor to whom the contract is awarded will not be permitted, without the written consent of the Engineer, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. The Engineer may consent to the substitution of another person as subcontractor, if the original subcontractor, after having reasonable opportunity to do so, shall fail or refuse to execute, when said written contract is based upon the conditions of the general contract and complies with the subcontractor's written bid.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent or $10,000 of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which is in excess of one-half of one percent or $10,000 of the total contract price, will be allowed only with the written consent of the Engineer.

Complete Columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (559) 713-4801 within twenty-four (24) hours after the bid opening. Failure to provide complete information in Columns 1 through 4 within the time frame described may result in a non-responsive bid. See the following page for the SUBCONTRACTORS LIST table.

In Column 1 the Contractor shall also list the Subcontractor's Department of Industrial Relations (DIR) Registration Number. This registration number is required to comply with California Labor Code provisions including section 1725.5.

SUBCONTRACTORS LIST

BIDDING AGENCY: W. M. Lyles Co.

Column 1 Business Name Location, Email Address, Contractor License Number & Class of License, DIR Registration Number,	Column 2 Bid Item No(s).	Column 3 A) Subcontracted Cumulative Dollar Amount B) Subcontracted Percent of total project	Column 4 Description of Subcontracted Work
CMC REBAR TRACY, CA TROY.LAMBERT@CMC.COM 778010, 1000000298	7,8,10,15	A) 383,849.44 B) 3%	REBAR
CAL VALLEY CONSTRUCTION INC FRESNO, CA TONYS@CALVALLEYCONSTRUCTION.COM 873800, A, 1000009471	9,10,12,13,14	A) 1,549,854.00 B) 11%	EARTHWORK PAVING
D&E CONSTRUCTION INC VISALIA, CA MARIO@DECONST.NET 733203, B, C-61/D-12, A 1000008823	9,12	A) 341,190.00 B) 2%	POLYMERE LINER
SOUTHWEST V DITCH, INC. RIVERSIDE, CA MARTY@SWVDITCH.COM 569779 C12 1000004410	10,13	A) 1,426,725.00 B) 10%	SHOTCRETE

SUBCONTRACTORS LIST

BIDDING AGENCY: W. M. Lyles Co.

Column 1 Business Name Location, Email Address, Contractor License Number & Class of License, DIR Registration Number,	Column 2 Bid Item No(s).	Column 3 A) Subcontracted Cumulative Dollar Amount B) Subcontracted Percent of total project	Column 4 Description of Subcontracted Work
P&J ELECTRIC, INC. TEHACHAPI, CA PJELECT@GMAIL.COM 946445, C10, 1000000678	7, 8, 16	A) 472699.00 B) 38	ELECTRICAL

SUBCONTRACTORS LIST

BIDDING AGENCY: W. M. Lyles Co.

Column 1 Business Name Location, Email Address, Contractor License Number & Class of License, DIR Registration Number,	**Column 2** Bid Item No(s).	**Column 3** A) Subcontracted Cumulative Dollar Amount B) Subcontracted Percent of total project	**Column 4** Description of Subcontracted Work

CONTRACTOR'S REFERENCE FORM

Name of Proposing Company: W. M. Lyles Co.

Representative Name and Title: Kenneth D. Strosnider, President

Phone Number & E-mail: (559) 441-1900; kstrosnider@wmlylesco.com

THIS FORM IS TO BE SUBMITTED WITH BID.
The City reserves the right to require any Contractor to complete and submit this form at any time. References must not be relatives of the Contractor's representative or owners. The references given must be for clients with projects similar in size and nature to the proposed project within the last five years. See Section 2-14 "Contractor Qualification Requirements," for further instructions.

Reference 1	
Client's name	City of Beaumont
Description of device/project and total project cost	Upgrades to existing 4MGD Wastewater Treatment Plant to process and hold an average of 6MGD $62,831,214.14
Contact Person	Thaxton Vanbelle
Address	550 E. 6th Street
City and Zip Code	Beaumont, CA 92223
Phone Number	(951) 769-8520 Ext. 583
E-mail Address	tvanbelle@beaumontca.gov

Reference 2	
Client's name	City of Roseville
Description of device/project and total project cost	Construction of new primary clarifiers, digesters, solids thickening building, electrical building, sludge pumping systems, etc. $59,281,827.30
Contact Person	Tracie Mueller
Address	311 Vernon Street
City and Zip Code	Roseville, CA 95678
Phone Number	(916) 774-5688
E-mail Address	trmueller@roseville.ca.us

Reference 3	
Client's name	City of Roseville
Description of device/project and total project cost	Construction of a new compressed natural gas (CNG) fueling station $24,769,191.26
Contact Person	Tracie Mueller
Address	311 Vernon Street
City and Zip Code	Roseville, CA 95678
Phone Number	(916) 774-5688
E-mail Address	trmueller@roseville.ca.us

Reference 4	
Client's name	City of Imperial
Description of device/project and total project cost	Construct new pre-engineered metal MBR building, and MBR basins $20,604,664.25
Contact Person	Jackie Loper
Address	420 South Imperial Avenue
City and Zip Code	Imperial, CA 92251
Phone Number	(760) 427-4238
E-mail Address	jloper@cityofimperial.org

Reference 5	
Client's name	Inland Empire Utilities Agency
Description of device/project and total project cost	Major Plant Rehabilitation, Pumps and Piping, Maintaining Existing Treatment Plant $13,470,487.36
Contact Person	James Spears
Address	6075 Kimball Avenue
City and Zip Code	Chino, CA 91708
Phone Number	(909) 993-1600
E-mail Address	jspears@ieua.org

BIDDERS BOND

TO ACCOMPANY BID PROPOSAL

Known all men by these presents:

That we, W. M. Lyles Co. as principal, and Liberty Mutual Insurance Company as surety, are held and firmly bound unto the City of Visalia in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of $ Ten percent of bid amount 10%

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at City of Visalia on July 16, 2025 for improvement of:

RFB No.: 24-25-11
Project Name: WATER RECLAMATION FACILITY SOLIDS HANDLING IMPROVEMENTS

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and virtue.

BIDDER'S BOND

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 18 day of June 20 25 .

W. M. Lyles Co. (Seal)

(Seal)

Kenneth D. Strosnider, President (Seal)

Liberty Mutual Insurance Company (Seal)

(Seal)

Bonnie Gonzalez, Attorney in Fact (Seal)

Surety Liberty Mutual Insurance Company

1340 Treat Blvd. Ste 400

Address

Walnut Creek, CA 94597

City and Zip Code

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Kern

On July 16, 2025 (Date) before me, Allen Hickernell, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Kenneth D. Strosnider (Name(s) of Signer(s)),

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

ALLEN HICKERNELL
Notary Public - California
Kern County
Commission # 2522468
My Comm. Expires Jun 7, 2029

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

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

State of California)
) ss
County of Fresno)

On June 18, 2025, before me, Kim Wilson, Notary Public, personally appeared Bonnie Gonzalez, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

KIM WILSON
Notary Public - California
Fresno County
Commission # 2409128
My Comm. Expires Jul 23, 2026

Signature: _____

(Seal) Kim Wilson, Notary Public

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213579-984971**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Gonzalez; Joseph Shea; Kim Wilson; Lyn Genito; Ralph B. Busch, III; Shawnette Odekirk; Teresa Freitas

all of the city of Fresno state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18 day of June, 2025

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

CITY OF VISALIA, CA
REQUEST FOR BIDS
RFB-24-25-11

CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENT PROJECT AT VISALIA'S WATER RECLAMATION FACILITY

ADDENDUM NO. 1

Issued: June 17, 2025

Bid Submittal Deadline: **2:00pm on Wednesday, July 16, 2025**

This is being issued to establish an additional mandatory pre-bid meeting, extend the bid submittal deadline and extend the questions deadline. This addendum becomes part of the RFB-24-25-53 bid document and must be signed and submitted with bid.

ITEM 1: ADDITIONAL MANDATORY PRE-BID MEETING
Mandatory Pre-Bid Meeting #1 was held June 3, 2025, Mandatory Pre-Bid Meeting #2 was held on June 5, 2025. An additional Mandatory Pre-Bid meeting has been scheduled as follows:

Mandatory Pre-Bid Meeting #3 – Monday, June 23, 2025 at 8:30am at the jobsite: 7579 Ave. 288, Visalia

Bidders who have already attended Meeting #1 or Meeting #2 are not required to attend Meeting #3, but are welcome. Interested Bidders who have not previously attended Meeting #1 or Meeting #2 are required to attend Meeting #3 in order to be considered eligible to bid on the project. Subcontractors are welcome.

ITEM 2: EXTENSION OF DEADLINES

The deadline for submitting questions regarding this RFB has been extended to: July 2, 2025.

The bid submittal deadline has been extended to: **2:00pm on Wednesday, July 16, 2025**

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

RESPONDENT to sign and submit with PROPOSAL

Firm: W. M. Lyles Co. Date: 7-16-25

By: _____
Bidder's Signature
Kenneth D. Strosnider, President

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

CITY OF VISALIA, CA
REQUEST FOR BIDS
RFB-24-25-11

CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENT PROJECT AT VISALIA'S WATER RECLAMATION FACILITY

ADDENDUM NO. 2

Issued: June 27, 2025

Submittals Due: **Wednesday, July 16, 2025 @ 2:00 P.M.**

This Addendum is being issued to provide responses to questions and provide changes to drawings and specifications. This addendum becomes part of the RFB-24-25-11 bid document and must be signed and submitted with bid.

ITEM 1: CHANGES TO DRAWINGS
Several drawings have been updated to correct errors or reduce discrepancies. Please see Attachment 2 of this Addendum, Drawings.

ITEM 2: QUESTIONS/RESPONSES

Q.1 Drawing 8S11 at gridline A calls out galvanized handrail (TYP). The other sheets for this platform call out the railing as aluminum. Please confirm the railing type at this location on 8S11 gridline A
Response: All handrails for this project are aluminum. Drawing 8S11 has been updated.

Q.2 Drawing 8M01 does not have a scale included. Please provide a scale for this drawing.
Response: Drawing 8M01 has been updated to include a scale.

Q.3 Drawing 8M21 / Key note 2 references drawing 8M24. Drawing 8M24 is not included in the Contract Documents. Please provide Drawing 8M24.
Response: Drawing 8M21 has been updated to reference 8M20. There is no drawing 8M24.

Q.4 Drawing 8M21 shows what appears to be a Butterfly Valve on the 6" Drain . No Specification found for Butterfly Valves. Please provide Specification.
Response: Specification 15112 - Butterfly Valves has been added.

Q.5 Piping Schedule found on Drawing G05 calls for ½" thru 3" Recycle Water in exposed locations to be Cement Lined, Black Steel Pipe. Cement Lining on piping less than 4" is not available. Please advise if Unlined Black Steel Pipe is acceptable.
Response: The pipe schedule on drawing G05 has been updated.

Q.6 Are there any AIS/BABA requirements on this Project.
Response: AIS and BABA are not required for this project.

Q.7 Specifications mention a Valve Schedule however I have been unable to locate a Valve Schedule. Specifications list multiple types of Valves , for example Plug Valves list Non-Lubricated Plug Valves, Non-Lubricated Full Port, Lubricated & Multi-Port Plug Valves. The drawings do not callout which type to use. This is the same for other valves , not just Plug Valves. Please provide a Valve Schedule.
Response: There is no valve schedule for this project. The valve specifications (15111 - Ball Valves, 15112 - Check Valves, and 15116 - Plug Valves) have been updated to more clearly indicate which valves are required for each application.

Q.8 There are several places shown on Yard Piping plans showing cleanouts on existing TWAS piping. Are these new cleanouts that needed to be included in this Contract or are these existing & not required for this Contract.
Response: The cleanouts shown on the yard piping plans and summarized in the cleanout matrix on drawing CY04 are new cleanouts to be added as part of this contract to the existing TWAS pipe.

Q.9 Drawing CY06 shows the 12" CN running from DMH 6 to DMH 7. Drawing 8M01 shows the 12" CN tying into existing 12" D with a Cleanout where DMH 7 would be. Which is correct at this location, a manhole or a Wye with Cleanout.
Response: The CN line shall be constructed as shown in the civil drawings. Drawing 8M01 has been updated to be consistent with the civil drawings.

Q.10 We request clarification in spec section 13208 – Polyethylene Tanks on the following:
- Spec 13208: Should the fittings be CPVC per section 132082.05A.2 or PVC per section 13208-2.05.B.2?
- Will the tank be pneumatically or mechanically filled?
Response: Specification 13208 - Polyethylene Tanks has been updated. Fittings shall be CPVC. The tank is mechanically filled.

Q.11 The NOTICE TO CONTRACTORS Specification indicates that contractor shall complete work within 310 Working Days from the Notice to proceed. Amongst the industry we are seeing unforeseen, unexpected and uncontrollable delayed delivery dates on many materials. Can you confirm that the owner will work with the general contractor in regard to contract duration and milestones once the project is awarded and product lead times are solidified? If not, should contractors include liquidated damages in their bids to account for these delayed deliveries?
Response: The number of working days was developed based on reasonably assumed construction durations, which included lead times for major equipment known during design. If delays occur beyond the control of the contractor, the Owner may be able to negotiate working days on a case-by-case basis.

Q.12 Can you please confirm that there are any domestic requirements (Buy America, AIS, BABA, etc.) for this project?
Response: AIS and BABA are not required for this project.

Q.13 The pricing for this bid would account for conditions in effect at the time of bid. Please confirm that any tariffs, restrictions, or similar changes in policies surrounding the import of foreign materials required to prosecute the work which are enacted after the bid date, will be treated as a changed condition, subject to a price adjustment and issued via a Change Order.
Response: If conditions occur beyond the control of the contractor that cause documented and justifiable price increases after bid, such as tariffs, the contractor may be issued a change order request, which will be reviewed on a case by case basis. In which case, the contractor shall provide sufficient documentation to justify the change order requested.
Q.14 The NOTICE TO CONTRACTORS Specification has a EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION (EEOC) form for BIDDERS to fill out. It also appears to be required by both the Prime contractor, and subcontractors. There is a separate line item for "proposed subcontractors". Can you please confirm that the EEOC form can be turned in 3 days after the bid for listed subcontractors? Requiring subcontractors forms is often very difficult at the time of bid,

if not impossible. As there are last minute changes to chosen subcontractors at that time. It also can hinder a lower competitive number if these forms are not in hand. Again, can you please confirm that the EEOC form can be turned in 3 days after the bid for listed subcontractors?
Response: Page 8 of the bidding document: The Bidder's Statement on Previous Contracts Subject to Equal Employment Opportunity Clause is to be completed by the Prime Contractor and submitted with bid.

As stated on page 8, The Awarded Bidder shall obtain and keep on file, a copy of the form completed and signed by each of his/her subcontractors listed for this project. The City reserves the right to ask the Awarded Contractor for the subcontractors completed forms at any time.

Q.15 Will pipe bonding per specification 15211, 3.04 be required for buried ductile iron piping. If so, what manner should the pipe joints be bonded? I have not found anything on the drawings to indicate that pipe bond joints are required.
Response: Bonding is not required. However, due to the resistivity of the soil, V-bio enhanced polyethylene encasement is required for buried ductile iron pipe. Spec 15211-2.09 has been updated and 3.04 has been deleted to remove reference to pipe bonding.

Q.16 With potential volatility in the supply chain, will owner work with contractor if lead times for equipment cause a need for extention to the time of project completion?
Response: The number of working days was developed based on reasonably assumed construction durations, which included lead times for major equipment known during design. If delays occur beyond the control of the contractor, the Owner may be able to negotiate working days on a case by case basis.

Q.17 Can Engineer provide attendees list from the bid walks?
Response: Please see Attachment 1

Q.18 Will there be any limits to the use of plant effluent water for construction? Metering, Cost, Usage?
Response: There is no limit to plant water usage on site. There is no cost or metering for usage.

Q.19 Who is responsible for SCADA integration, and is there a delegated design requirement?
Response: The contractor is responsible for providing SCADA integration for the project. A delegated design is not required. SCADA requirements are listed in Specs 17100, 17101, and Div 11 specs for integrated equipment.

Q.20 Can Engineer provide as builts for existing structures where there are pipe tie ins with elevations?
Response: As builts will not be available during bidding.

Q.21 Spec Section 15956 states to use Potable Water or RW for testing all pipelines, can Plant Effluent be used for testing the TWAS line or will we need to get RW water from another source? Where is the nearest RW source to the plant?
Response: RW or recycled water is plant effluent. RW is available throughout the site including several hydrants and hose bibbs adjacent to the digesters.

Q.22 Per Section 01140-1.08.G, please clarify that spoils from all excavations can be stockpiled onsite and left onsite once project is complete?
Response: Spoils from excavation may be stockpiled and left onsite.

Q.23 Please identify the location for spoils stockpiling?
Response: Excavation spoils may be stockpiled on the east side of the plant on the other side of the fence, outside the paved/hardscaped area. Avenue 288 north of the plant extends east to access the field where spoils may be stockpiled.

Q.24 Can Engineer please list any requirements for the spoils stockpiles, such as hydroseeding, wattles, silt fence, drainage?

Response: There are no requirements for spoils stockpiles.

Q. 25 Can Engineer define limits of existing demo for the conveyor system at the new Screw Press location?
Response: The existing conveyor system is to be protected in place. There is no demolition of the existing conveyor. The new dewatering system shall include a discharge chute that ties in to the existing conveyor.

Q.26 Who is responsible for Survey and Staking on this project?
Response: Contractor is responsible for survey and staking. See requirements in Section 01722.

Q.27 Who is responsible for Material onsite testing and sampling?
Response: Contractor is responsible for earthwork , see Section 02300-3.03.C and 02318-3.09.B. Additional testing requirements are described in Section 01455 and 03300-3.10 and 3.11.

Q.28 Who is responsible for initial soils compaction testing?
Response: Contractor is responsible for compaction. See Section 02300-3.03.C.

Q.29 Has native soil been tested for use as fill material? Can Native soil be used as Backfill materials?
Response: Refer to the geotechnical report appended to Volume 1 of the specifications. Per section 4.10, native soil with particles less than 3 inches may be incorporated into the trench backfill and compacted as specified. Backfill must comply with requirements of Section 02300.

Q.30 Can Engineer please clarify that the existing plant pumps can be used for the bypass pumping?
Response: Yes, existing thickened sludge pumps may be used for bypass pumping system.

Q.31 Can Engineer please confirm that bypass ramped piping can be used crossing the roadway at the Tanks?
Response: Pipe ramps are sufficient for the temporary piping at roadway crossings.

Q.32 Will there be any charges for electrical usage from owner for the existing pumps during bypassing?
Response: There is not charge or metering requirements for electrical usage for the existing pumps during the bypass pumping.

Q. 33 What is the existing lining in the TWAS Line, CML, Glass, Epoxy?
Response: The lining type of the existing TWAS pipe is uncertain but we suspect it may be coal tar epoxy.

Q.34 Bid Item 6 is for the TWAS system Cleanouts. It appears that there are multiple spots on the TWAS 6" Pipeline that receive new Pressure Cleanouts. Can you please confirm the total count. Right now we see 8EA. Can you please confirm this?
Response: The cleanout matrix on drawing CY04 summarizes the new cleanouts to be added for this project. There are 7 new cleanouts to be added to the existing TWAS pipe (8 cleanouts if you count Cleanout 5 as two - one in each direction).

Q.35 There are 7EA Precast Concrete Manholes on this project. After looking at the Yard Pipe drawings, and the Profiles, we cannot confirm what the size of the Manholes are. Right now we assume that they are 48" Dia. Manholes. The manhole detail on sheet 99 indicates that they are to be "Sized per plan" but we do not find that anywhere. Can you please confirm the size of these manholes?
Response: The typical detail sheet has been updated to specify the manhole sizes at various pipe sizes, either 48" or 60".

Q. 36 There are no Existing Contours on some of the Grading Plans. Can you please provide revised Grading Plans with All Existing Contours Provided or the Complete CAD File with all Existing & Proposed Data.
Response: Drawing CP05 has been updated to show the existing elevations. CAD files will not be made available during bidding.

Q. 37 Plan Sheets 8M21, 8M22, and 8N03 show a 6" Electrically Actuated Butterfly Valve, can you confirm if this valve is apart of the contract? If so, can you please provide specifications for the Butterfly Valve?
Response: There is a manual actuated 6 inch butterfly valve on the sump trench drain line. There is a 3 inch electric actuated ball valve on the polymer tank discharge pipe (Equipment Tag note 1 on drawing 8M22). The electric actuated valve on drawing 8N03 should be a ball valve.

Q. 38 With regards to specification section 15116, we respectfully request the inclusion of Val-Matic as an approved/listed manufacturer. Val-Matic's 5600 Series Plug Valves meet or exceed all specified requirements and have demonstrated reliable performance in similar applications.
Response: Specifications will not be updated to explicitly include additional named manufacturers at this time. However, if specifications list "or equal," the Engineer will consider for approval during construction alternatives that comply with the specification requirements.

Q.39 In reference to Specification Section 15114, we respectfully submit a request for the inclusion of Val-Matic as an approved and listed manufacturer. Val-Matic's 7800 Series Swing Check Valves not only fully comply with, but in many cases surpass, the performance and material requirements outlined within the specification. These valves have consistently demonstrated dependable and long-term performance in a wide range of comparable applications, and their inclusion would offer a reliable and field-proven option for meeting the project's operational needs.
Response: Specifications will not be updated to explicitly include additional named manufacturers at this time. However, if specifications list "or equal," the Engineer will consider for approval during construction alternatives that comply with the specification requirements.

Q.40 Sheet CP05 is missing existing topo data, can additional topographic detail be provided?
Response: Drawing CP05 has been updated to show the existing elevations.

Q.41 Are CAD files available for bidding? This will help increase accurate earthwork takeoffs.
Response: CAD files will not be made available during bidding.

Q.42 We received a set of RFI's from one of our pipe suppliers. Please see the below.

We do not see a specification for the following items:
6 PVC BFV
½ SS BALL VALVE
3 CPVC BV WTH EMO
1 THREADED ANGLE VALVE
1 THREADED GATE VALVE
½ GLOBE VALVE
½ PRESS RED VALVE
½ SS SOLRNOID VALVE
1 SOLENOID VALVE FOR WATER
1/2 SS PIPE & FTGS
½ SS NEEDLE VALVE FOR SEAL WATER
Can you please provide more information and the specifications?
Response:
Spec 15112 - Butterfly Valves has been added.
Spec 15111-2.02 specifies stainless steel ball valves.
Spec 15111-2.03 specifies plastic ball valves.
Spec 13447 specifies electric actuators.
Spec 15115 - Gate, Globe, and Angle Valves has been added.
Spec 15118 - Pressure Control Valves has been added.

Spec 15286 - Stainless Steel Pipe and Tubing has been added.
Spec 15115 has been added and specifies needle valves.

Q.43 It appears that in the Table of Contents 00010-2 there is supposed to be a specification outlined as 02502 "SOLIDS AND WASHWATER RECOVERY LAGOONS". However, no such specification exists. Can you please provide this specification.
Response: Spec 02502 has been added.

Q.44 It appears that in the Table of Contents 00010-2 there is a specification outlined as 02552 "TEMPORARY BYPASS PIPING SYSTEM". This section was included twice. Can you confirm if another specification section was meant in this double up? Please clarify.
Response: Spec 02502 has been added. Spec 02552 was inadvertently added twice.

ATTACHMENTS

Attachment 1	Pre-Bid Sign In sheets
Attachment 2	Addendum No. 2 Drawings
Attachment 3	Addendum No. 2 Specs

END OF ADDENDUM NO. 2
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: W. M. Lyles Co. Date: 7-16-25

By: _____
Bidder's Signature
Kenneth D. Strosnider, President

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

CITY OF VISALIA, CA
REQUEST FOR BIDS
RFB-24-25-11

CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENT PROJECT AT VISALIA'S WATER RECLAMATION FACILITY

ADDENDUM NO. 3

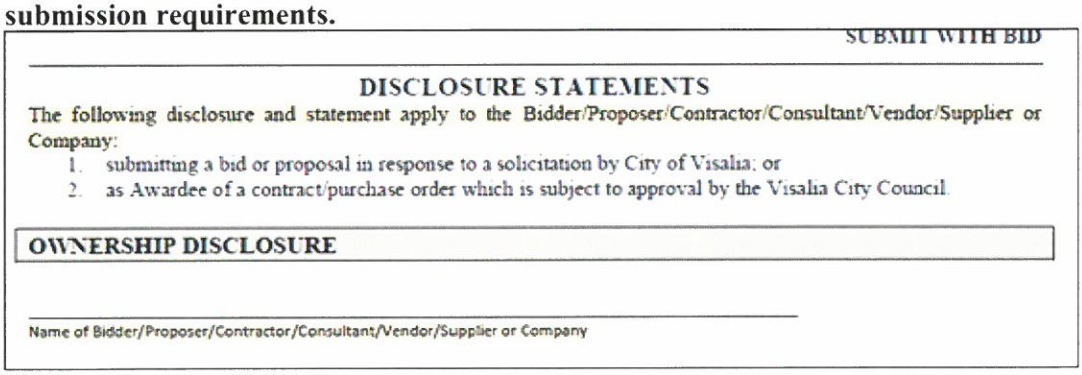
Issued: July 10, 2025

Submittals Due: **Wednesday, July 16, 2025 @ 2:00 P.M.**

This Addendum is being issued to provide clarification and responses to questions. This addendum becomes part of the RFB-24-25-11 bid document and must be signed and submitted with bid.

ITEM 1: QUESTIONS/RESPONSES

Q.1 Could you please confirm whether the Disclosure Statement section requires completion by both the primary bidders and their subcontractors? We want to ensure compliance with all submission requirements.



SUBMIT WITH BID

DISCLOSURE STATEMENTS

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

Response: The disclosure statements are to be submitted by the Prime Bidder.

Q.2 Seeking clarification regarding the section related to the Contractor's Reference Form. Specifically, are we required to list a minimum of two projects completed within the past five years? I noticed that Section 2-14 appears to contradict the requirements stated in the reference form, and need clarification?

Response: For this bid, please list five references. Two (2) of the references you list need to be for projects that are of similar size and scope in the past five (5) years.

Q.3 In the sludge drying beds and the digester pond, is there any water stop required at the bottom of the pond floors or slopes at the construction joints?
Response: The only water stop required at the digester cleaning pond is at the reinforced wall of the outlet structure. Water stops are not required at joints in the fiber reinforced concrete.

Q.4 ***Cement type change from Type II to type 1T as this will be the only cement type available out of CalPortland plants withing the next few months.***

Response: Concrete structures have been designed around Type II cement. Type 1T cement may be considered during construction provided there is justification as to why Type II cement is not viable.

Q.5 ***Request to remove/edit restriction of water on class A mix 245 lbs (29.35 gallons of water) as local materials are typically 37 gallons, chemical slumps to this magnitude may become hard to work/finish.***

Response: Water content may be increased as long as the water to cementitious materials ratio falls within the range in Table 3 of Spec 03300. Additionally, Key Note 6 shall be added to Table 3 in Spec 03300, "At the Contractor's option, each concrete class may include a high-range water reducing admixture (HRWR). Designate such mixes as the "class" specified followed by "SP" (e.g., A-SP, A-NA-SP, P-SP, etc.). Submit as separate mixes for review. Slump range after addition of HRWR: 4 to 6 inches."

Q.6 ***Request to drop air content as we are not in a freeze thaw area in Visalia area***

Response: Concrete A-NA may be used in all applications where Class A is currently specified.

Q.7 ***Restriction on class A and PM for maximum cementitious or maximum water to cement ratio, we need some flexibility for either more cement or more water to maintain a consistent and workable product for the customer.***

Response: See response above regarding water addition. Cementitious material content shall meet the requirements shown in Table 3 of Spec 03300. Cementitious material content beyond the range listed may be considered provided the Contractor can show control of heat of hydration per a thermal concrete plan. Requirements for submitting a thermal concrete plan can be provided during construction.

Q.8 ***The chloride contentment on Table 3, is this water soluble chloride ions or acid soluble?***
Response: Table 3 of Spec 03300 refers to water soluble chloride content. Refer to Spec 03300-2.06.G.4.a for additional information.

Q.9 ***Do we know if they are using the class PM mix?***
Per Spec 03300-2.06.E.5, Class PM concrete is used for concrete curbs, etc. This is primarily used for a curb around the digester cleaning pond (See Drawing CP01, CP05, Detail C on CP10, Typical Detail CR100).

Q.10 ***Is the NSF 61 requirement for the hardened concrete or just the admixtures in concrete?***
Response: NSF 61 is not required for the concrete nor the admixtures.

ITEM 2: STATE PREVAILING WAGES
The State Prevailing Wages were checked on July 9, 2025, and there were no changes to the wages originally posted with this RFB. The originally posted wages remain in effect.

END OF ADDENDUM NO. 3
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: W. M. Lyles Co. Date: 7-16-25

By: _____
Bidder's Signature
Kenneth D. Strosnider, President

CITY OF VISALIA, CA
ENGINEERING AND BUILDING DEPARTMENT
ENGINEERING DIVISION

REQUEST FOR BID NO. 24-25-11

CONSTRUCTION SPECIFICATIONS

FOR CONSTRUCTION ON

WATER RECLAMATION FACILITY SOLIDS HANDLING IMPROVEMENTS

IN

CITY OF VISALIA, CA
TULARE COUNTY

Bid Submittal Deadline: 2:00 P.M., on Thursday, June 26, 2025

Dated: May 2025

Volume 1 of 3

RFB No. 24-25-11

WATER RECLAMATION FACILITY SOLIDS HANDLING IMPROVEMENTS

These project specifications contained herein have been prepared by or under the direction of Rehana Cale, Senior Project Manager.

CITY OF VISALIA

_____

Rehana Cale, MBA, MPH

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ATTACHMENTS:

1. City of Visalia Labor Compliance Manual
2. City of Visalia Engineering Standard Specifications
3. COV Engineering Standard Specification Amendments
4. Geotechnical Engineering Investigation Report, BSK Associates, December 2024
5. Sample Final Payment Affidavit
6. Applicable Prevailing Wages
7. Volume 2: Technical Specifications
8. Volume 3: Drawings

CITY OF VISALIA
STATE OF CALIFORNIA
NOTICE TO CONTRACTORS

SEALED PROPOSALS will be received at the office of the Purchasing Division, City Hall West, 707 W. Acequia, Visalia, California 93291, until **2:00 P.M. on Thursday, June 26, 2025,** for furnishing materials, supplies, equipment and labor for performing the work as specified in the approved Plans, the Standard Specifications, the Construction Specifications and other Contract Documents for the following project:

Project Name: **CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENTS AT VISALIA WATER RECLAMATION FACILITY**
RFB No.: **24-25-11**

Bids are required for the entire work, complete and in place. Bids may be shipped or delivered as specified in Section 60, Special Provisions.

TIME OF COMPLETION: 310 working days as specified in Section 60-4 of the specifications.

MANDATORY PRE-BID MEETING: Mandatory Pre-Bid meetings have been scheduled for this project. Bidder (Prime Contractor) attendance at one (1) of the pre-bid meetings is required in order to be eligible to submit a bid on the project. Meetings will be held at the jobsite: Water Reclamation Facility, 7579 Avenue 288, Visalia, CA, as follows:

Tuesday, June 3, 2025 at 8:30am
and
Thursday, June 5, 2025 at 8:30am

QUESTIONS: Direct questions regarding this Project to the Purchasing Department, by emailing purchasing@visalia.gov. Questions must be received by 4:00 p.m. on Thursday, June 12, 2025.

ENGINEER'S ESTIMATE: The probable construction cost is estimated to be: **$19,000,000**.

TO OBTAIN SPECIFICATIONS AND BID DOCUMENTS: Plans, forms of proposals, bonds, and other contract documents may be requested from the office of the Purchasing Division, 707 W. Acequia, Visalia, California 93291, by telephone (559) 713-4334, or by email: purchasing@visalia.gov.
If documents do not exceed our email capacity, they will be emailed to the requestor. Otherwise, plans may be downloaded via the City's file share drive link which will be provided to requestors. A copy of the plans and bidding documents are also available at various builders' exchanges.

If electronic documents (USB) are requested to be shipped overnight via Fed-ex, the Contractor will be responsible for all shipping charges incurred and will be billed by the shipping company directly.

The City of Visalia has Engineering Standard Specifications, Construction Specifications, Bidding Documents, Engineering Design & Improvement Standards, Landscape Standard Specifications, and Landscape Standard Plans. The Bidder shall thoroughly review all documents prior to submitting a bid.

No bid will be considered unless it is made on a proposal form furnished by the City of Visalia. The following documents must be completed and submitted with the bid, unless stated otherwise in that individual document.

Complete and Submit the following with Sealed Bid:

- **Section 1 (pgs. 5-6 of RFB document)**
  Bid Proposal and Acknowledgement of Addenda
- **Section 2 Required Bid Proposal Forms (pgs. 7-21of the RFB document)**
  Public Contract Code Questionnaire
  Bidder's Statement on Previous Contracts Subject to EEO Clause
  Equal Employment Opportunity Compliance Certificate
  Clean Air and Water Pollution Control Certificate
  Non-Collusion Affidavit
  Workers Compensation Compliance Certificate
  Drug Free Workplace Certification
  Disclosure Statements
  Certification of Anti-kickback Compliance
  Americans With Disabilities Act Compliance Certificate
  Certificate of Non-Segregated Facilities
  Iran Contracting Certification
  Bid Proposal Contract,
- **Additional Required Forms and Documents (pgs. 22 – 27 of the RFB document)**
  Subcontractor List,
  Contractor's Reference Form,
  Bidders Bond/Bid Security,
  All Addenda issued during the bidding process must be signed and submitted with the bid document.

Depending on the nature of the project, other documents may be included by the City and shall be completed in all respects and submitted by the bidder with the bid or as otherwise indicated by the City.

BIDDER'S BOND: Each bid must be accompanied by cash, cashier's check, certified check, or bidder's bond made payable to the City of Visalia for an amount equal to at least ten percent (10%) of the amount of bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be done as shown in the bid proposal form. No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of Chapter 9 of Division 3 of the State of California Business and Professions Code. This project requires the Contractor to have a **Class A license.**

Contractor shall have experience constructing at least two projects of similar size and scope within the past five years which shall be included in the list of Contractor's References. Upon request, contractor shall provide documentation with proof of experience.

All Contractors and/or subcontractors shall be required to obtain a City of Visalia Business Tax Certificate. No payment will be made to any Contractor until such license is obtained.

The special attention of prospective bidders is called to Section 2 "Proposal Requirements and Conditions" of the Standard Specifications, for full directions as to bidding, etc.

PUBLIC WORKS PROJECT: Bidders/Contractors must be registered with the State of California Department of Industrial Relations in compliance with SB854 which states: 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. Awarded Contractor will be required to furnish electronic payroll records for project to the Labor Commissioner.

This project is subject to payment of State prevailing wages, monitoring by the Labor Commissioner, DIR Registration and other requirements listed in the City of Visalia Labor Compliance Manual.

Per California Labor Code, the following statements are hereby incorporated into RFB 24-25-11:

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 a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As set forth in CLC section 1773, the COV shall obtain the general prevailing rate 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.

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available at City of Visalia address and available from the following website links: http://www.dir.ca.gov/dlsr/PWD/index.htm.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and are on file in the office of the City Engineer and will be made available to any interested person on request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the Owner to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a State or federally chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The Owner shall not certify that the contract has been completed until at least 35 days after filing by the Owner of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

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.

This project is subject to payment of State prevailing wages, monitoring by the Labor Commissioner, DIR Registration and other requirements listed in the City of Visalia Labor Compliance Manual.

THE CITY HEREBY AFFIRMATIVELY ENSURES that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

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

CITY OF VISALIA
Rehana Cale
Project Manager

BID PROPOSAL

SECTION 1 BID ITEM PROPOSAL SCHEDULE

FROM: CONTRACTOR _____

Company Name of Bidder

Bids are required for the entire work complete and in place. Contractor must fill out all portions of Bid Proposal Form, including the Base Bid Schedule.

For improvement of:

RFB No.: 24-25-11
Project Name: CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENTS AT VISALIA'S WATER RECLAMATION FACILITY

To the City Clerk of the City of Visalia:

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all the work required to complete said work in accordance with said Plans, if any, Standard Specifications, Construction Specifications and Contract Documents in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following **Bid Schedule**:

ITEM NO.	DESCRIPTION OF WORK	LUMP SUM PRICE ($)
1	Mobilization & Demobilization	
2	Temporary Excavation Support	
3	Water Pollution Prevention	
4	TWAS Bypass System	
5	TWAS Pipe Cleaning and Inspection	
6	TWAS Cleanouts	
7	Screw Press System	
8	Polymer Storage Area	
9	Sludge Drying Bed Site Civil	
10	Sludge Drying Bed Foundation and Structure	
11	Sludge Drying Bed Yard Piping	
12	Digester Cleaning Pond Site Civil	
13	Digester Cleaning Pond Foundation and Structure	
14	Digester Cleaning Pond Yard Piping and Quick Connection Pad	
15	Digester Cleaning Pond Inlet and Outlet Structures	
16	Project Commissioning and Start-Up	
	TOTAL BID AMOUNT ($) = _____	

All bids will be checked for accuracy. In case of a discrepancy between unit price and total, the unit price shall prevail.

LOWEST BIDDER will be determined by the lowest TOTAL BID AMOUNT.

The Contract, if awarded, will be to the lowest bidder whose bid the City deems both responsive and responsible and complies with all the requirements described. Contractor shall have experience constructing at least two projects of similar size and scope within the past five years and include this information under Contractor's References section of bid. Upon request, contractor shall provide documentation with proof of experience.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment and performance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Visalia, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Visalia.

Bidder acknowledges receipt of the following addenda:

No._____, dated _____, 20___

No._____, dated _____, 20___

No._____, dated _____, 20___

No._____, dated _____, 20___

No._____, dated _____, 20___

No._____, dated _____, 20___

SECTION 2 FORMS REQUIRED WITH BID

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder hereby completes, under penalty of perjury, the following questionnaire:

Has the bidder, or any office of the bidder, or any employee who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaire and Statement are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidder's Statement on Previous Contracts
Subject to Equal Employment Opportunity Clause
(Executive Order 11246)

THIS FORM IS TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID

The BIDDER shall complete the following statement:

The BIDDER _____, proposed subcontractor _____, hereby certifies that he has_____, has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, of the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and representations indicating submission of required compliance reports signed by proposed SUBBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: _____

Business Address: _____

Signature: _____

Name: _____

Title _____

Date: _____

The <u>Awarded Bidder</u> shall obtain and keep on file, a copy of this form completed and signed by each of his/her subcontractors listed for this project.

The City reserves the right to ask the Awarded Contractor for the subcontractors completed forms at any time.

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: _____

Name _____

Title _____

Date: _____

Clean Air and Water Pollution Control Certification
(AIR 42 U.S.C. § 7401 et seq., 40 CFR Part 15.61, 49 CFR Part 18; WATER: 33 U.S.C. § 1251)

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: _____

Business Address: _____

Signature: _____

Name _____

Title _____

Date: _____

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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Certification Concerning Worker's Compensation Insurance

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 of this Contract.

Date: _____

Signature: _____

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.

DISCLOSURE STATEMENTS

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 known 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

Certification of Anti-Kickback Compliance
(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

By submission of a Bid, the BIDDER certifies that it has read the "Anti-Kickback Procedures," referenced above and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

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:

Certificate of Nonsegregated Facilities
(Bidders/Subcontractors)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

    a. Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
    b. Retain such certifications in its files; and
    c. Forward this certification and the following notice to the proposed SUBCONTRACTORs:

    NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
    FOR CERTIFICATION OF NONSEGREGATED FACILITIES

    A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: _____

Business Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____

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.

Please check one:

___ 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 $1,000,000 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.

Bid Proposal Contract

Accompanying this proposal is $_____ cash, cashier's check, certified check, or bidder's bond in the amount equal to at least ten percent (10%) of the total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, director and manager thereof and all stockholders owning more than 10% equity interest in corporation; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last name in full.

_____
Print Name of Corporation or True Name of Firm

_____
Print Officer's Name or Copartner's Name and Title

_____
Print Officer's/Stockholder Name or Copartner's Name and Title

_____
Print Officer's/Stockholder Name or Copartner's Name and Title

_____
Print Officer's/Stockholder Name or Copartner's Name and Title

_____
Print Officer's/Stockholder Name or Copartner's Name and Title

Licensed in accordance with an act providing for the registration of Contractors,

License No._____, Class of License(s) _____,

License Expiration Date _____.

Department of Industrial Relations Registration No. _____.

The representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the City of Visalia.

Signature of Authorized Person(s)

_____
Signature Title

_____
Print Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

_____

Business Address

_____

Street Address City State Zip Code

Business Telephone Number ( )_____

Place of Residence _____ Dated: _____

E-mail _____

SUBCONTRACTORS LIST

In accordance with the provisions of Section 2-8 "Designation of Subcontractors," of the Standard Specifications, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or $10,000, whichever is greater. In each instance, the nature and extent of the work to be sublet shall be described.

The general Contractor to whom the contract is awarded will not be permitted, without the written consent of the Engineer, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. The Engineer may consent to the substitution of another person as subcontractor, if the original subcontractor, after having reasonable opportunity to do so, shall fail or refuse to execute, when said written contract is based upon the conditions of the general contract and complies with the subcontractor's written bid.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent or $10,000 of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which is in excess of one-half of one percent or $10,000 of the total contract price, will be allowed only with the written consent of the Engineer.

Complete Columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (559) 713-4801 within twenty-four (24) hours after the bid opening. Failure to provide complete information in Columns 1 through 4 within the time frame described may result in a non-responsive bid. See the following page for the SUBCONTRACTORS LIST table.

In Column 1 the Contractor shall also list the Subcontractor's Department of Industrial Relations (DIR) Registration Number. This registration number is required to comply with California Labor Code provisions including section 1725.5.

SUBCONTRACTORS LIST

BIDDING AGENCY:_____

Column 1 Business Name Location, Email Address, Contractor License Number & Class of License, DIR Registration Number,	**Column 2** Bid Item No(s).	**Column 3** A) Subcontracted Cumulative Dollar Amount B) Subcontracted Percent of total project	**Column 4** Description of Subcontracted Work

CONTRACTOR'S REFERENCE FORM

Name of Proposing Company _____

Representative Name and Title _____

Phone Number & E-mail _____

THIS FORM IS TO BE SUBMITTED WITH BID.

The City reserves the right to require any Contractor to complete and submit this form at any time. References must not be relatives of the Contractor's representative or owners. The references given must be for clients with projects similar in size and nature to the proposed project within the last five years. See Section 2-14 "Contractor Qualification Requirements," for further instructions.

Reference 1	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 2	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 3	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 4	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 5	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

BIDDERS BOND

TO ACCOMPANY BID PROPOSAL

Known all men by these presents:

That we, _____ as principal, and _____ as surety, are held and firmly bound unto the City of Visalia in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of $_____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at _____ on _____
for improvement of:

RFB No.: 24-25-11
Project Name: WATER RECLAMATION FACILITY SOLIDS HANDLING IMPROVEMENTS

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and virtue.

BIDDER'S BOND

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____20_____.

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

Surety

_____

Address

_____

City and Zip Code

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CONTRACT

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the **WATER RECLAMATION FACILITY SOLIDS HANDLING IMPROVEMENTS** Project, is made between the City of Visalia, (hereinafter "the City"), and _____, (hereinafter referred to as Contractor) both parties having authority to enter into this Contract do agree to the following:

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

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

RFB No.: **24-25-11**
Project Name: **CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENTS PROJECT AT VISALIA'S WATER RECLAMATION FACILITY**
CIP:

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

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

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

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

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

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

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

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

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

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

Commercial General Liability insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name City, its appointed and elected officials, officers, employees and agents, and Design Engineer as insureds; and (b) be primary

with respect to any insurance or self-insurance programs maintained by the City; and (c) contain Standard cross liability provisions. Such additional insured endorsement maintained by Contractor and its subcontractors shall not be required to provide coverage for City for the active negligence of City.

Contractor shall require Contractor's insurance carriers to waive all rights of subrogation against Owner, Engineer, Engineer's Consultants, and their respective officers, directors, partners, employees, and agents.

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

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

a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;
b. Indicate whether coverage provided is on a claims made or occurrence basis; and
c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

Purchasing
707 W. Acequia Avenue
Visalia, CA 93291.

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

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

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

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

CITY OF VISALIA	CONTRACTOR
_____ _____	_____
City Manager Date	By: Authorized Agent Date
	_____
	Print Name, Title

APPROVED AS TO FORM:

_____ _____
City Attorney Date

_____ _____
Risk Manager Date

_____ _____
Project Manager Date

CONTRACT BOND FORMS

CITY OF VISALIA

PAYMENT BOND

(To Accompany Contract)

Bond No. _____

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

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

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

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

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

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

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

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

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

_____

_____

_____

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

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California
County of _____ SS

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

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

_____

(SEAL) Notary Public

CITY OF VISALIA

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

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

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

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

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

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

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

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

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

_____
_____
_____
_____

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

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California
County of _____ SS

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

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

_____

(SEAL) Notary Public

CITY OF VISALIA

MAINTENANCE BOND

(To Accompany Contract)

Bond No. _____

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

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

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

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

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

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

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

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

_____
_____
_____
_____

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

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California
County of _____ SS

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

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

_____

(SEAL) Notary Public

STANDARD SPECIFICATIONS

The "City of Visalia Engineering Standard Specifications" Section 1 through Section 59, and any amendments or addenda thereto, are included in the Contract Documents as attachments. Copies of the "City of Visalia Engineering Standard Specifications" have been included with this RFB solicitation as attachments and may be obtained from the City of Visalia website at: http://www.visalia.city/depts/community_development/engineering/engineering_documents.asp or from City Hall East, 315 E. Acequia Ave., Visalia, California, 93291, for a nominal fee.

SPECIAL PROVISIONS SECTIONS 60-80

SECTION 60 JOB SPECIFIC PROVISIONS

60-1 Bid Proposal

Bids shall be submitted in a sealed envelope. The outside, upper left- hand corner of the envelope shall have the Contractor's name and address. In the center of the envelope it shall be addressed as follows:

Attn: Purchasing, RFB -24-25-11
Purchasing Division
707 W. Acequia Street
Visalia, CA 93291

In the lower left-hand corner of the envelope it shall be marked as follows:

Sealed Proposal For: **RFB No. 24-25-11**
Project Name: **SOLIDS HANDLING IMPROVEMENTS PROJECT AT VISALIA'S WATER RECLAMATION FACILITY**

Bid Opening Date & Time: 2:00 P.M. on Thursday, June 26, 2025

60-2 Subcontracting

Should any bidder propose subcontracting any part of the work covered by these Construction Documents, he shall submit with his bid a description of the work to be done by each subcontractor and the name and location of the place of business of each subcontractor as a part of the "Bidder's Proposal". The Contractor shall perform work equaling at least **fifty percent (50%)** of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work. If the Contractor violates Public Contract Code § 4100 et seq., the City of Visalia may exercise the remedies provided under Public Contract Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111. Each subcontract must comply with the contract. Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.). Submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, submit a Subcontracting Request form. Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: http://www.dir.ca.gov/dlse/debar.html

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

60-3 Prevailing Wages

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, are included with this RFB Document and available from the following website links: http://www.dir.ca.gov/dlsr/PWD/index.htm.

60-4 Beginning of Work

The Contractor shall begin work within **fifteen (15) days** after receiving notice that the contract has been approved (Notice to Proceed) and shall diligently prosecute the same to final completion of the total project **three hundred ten (310) working days** after that work begins (mobilization).

The first paragraph of Standard Specification Section 8-6 Beginning of Work shall be deleted and replaced with the following paragraph:

The City of Visalia should hold a preconstruction conference with the Contractor and other entities affected by the work within ten (10) days after the City Council awards the Contract. The Contractor shall begin work within the number of days listed above in this section after receiving notice that the contract has been approved (Notice to Proceed). The Contractor shall be responsible for submitting all of the other documents required by the City, obtaining all necessary permits, and obtaining all approvals/acceptances required for the project prior to starting construction. Should the Contractor fail to obtain the required permits and approvals within the number of days listed in this section for the beginning of work after the Notice to Proceed is issued, the length of time beyond the number of days listed will be subtracted as working days from the Contract. The Contractor shall commence work under the contract within the time specified above and shall diligently prosecute the same to completion within the time limit provided. The Contractor shall not begin work in advance of receiving the Notice to Proceed without written authorization from the Engineer. **The Contractor shall notify the Inspector and Engineer in writing a minimum of 2 working days prior to starting work**.

Milestone 1: The Contractor shall achieve substantial completion for Bid Item 4: TWAS Pipeline work within 180 calendar days of Notice to Proceed. Liquidated damages, as defined below, for not meeting Milestone 1 shall be one thousand dollars ($1,000.00) per day.

60-5 Liquidated Damages

The Contractor shall pay the City of Visalia the sum of **nine thousand and five hundred dollars ($9,500.00) per day** for each and every calendar day of delay in finishing the work as required for final completion within the number of working days prescribed above. All final paperwork, funding paperwork, operation and maintenance manuals, other manuals, warranties, extra materials, bonds, and all other items/documents required in the Contract Documents shall be properly completed and submitted to the City within the time limit specified for completion of the work or Liquidated Damages will apply until such time all items are properly completed and submitted to the City.

60-6 Project Size

This project results in a disturbed surface area of **greater than one acre**. **The Contractor will be required to comply with all of the Dust Control, Water Pollution Prevention, and other permitting requirements of the Standard Specifications.**

60-7 Potholing

The locations of existing facilities that are shown on the Plans are approximate. Exact locations of existing utilities shall be determined by the Contractor by whatever means necessary, including potholing and hand digging, with the possible assistance of the utility companies and located in the field by the Contractor. Utility locating/potholing shall be completed throughout the whole project in all Phases prior to any other construction activities. All utilities shall be located/potholed to confirm that no conflicts exist with new proposed pipelines/utilities, signals/street lights, structures, new street section being installed, or any other new improvements being installed with the project. The Contractor shall be responsible for performing all potholing and providing the City with a letter certifying that no conflicts exist or shall provide plan exhibits to scale identifying utility conflicts with all necessary information such as utility elevations, material types,

sizes and any other information the City would need to make a decision on how best to handle the utility conflict. This letter and/or plan exhibits shall be provided to the City prior to commencing further construction activities.

Potholing shall be done per Section 4-6, Existing Facilities and Structures Shown on Plans and Section 8-15, "Utility and Non-Street Facilities" of the City's Standard Specification.

Any additional expenses incurred because of the failure of the Contractor to comply with these requirements shall be borne by the Contractor.

Full compensation for conforming to the requirement of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefore.

60-8 Environmental Mitigation & Requirements

There are no anticipated environmental impacts due to this project.

60-9 City-Furnished Materials

There will be no City-furnished materials on this project.

60-10 Coordination of Work

It shall be the responsibility of the Contractor to maintain overall coordination of the work. Based on the general contract Construction Schedule prepared in accordance with these Specifications, the Contractor shall obtain from each subcontractor a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated in order to meet the specified time of completion of the work. The Contractor shall coordinate with all subcontractors and utilities prior to construction and throughout the duration of construction to ensure that the project schedule is maintained.

Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

60-11 Surface Water Management

A. The Contractor shall implement every reasonable diversion measure necessary to protect newly exposed soil or aggregates from surface water including, but not limited to, nuisance water, storm water, and water from broken sprinklers, irrigation, or supply lines. This includes protecting exposed soil and aggregates underneath curb returns, curb and gutter, driveways, drive approaches, and sidewalks.

B. The Contractor shall divert all surface water drainage away from work site to prevent saturation of newly exposed areas.

C. Payment for providing diversion measures shall be included in the various contract items.

D. If the Contractor fails to prevent water from draining into newly exposed soil or aggregates, the Contractor shall remove and replace all saturated soil or aggregates to the satisfaction of the Engineer at their expense.

E. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional payment will be made therefor.

60-12 Payment for Items Not Covered by Specific Bid Items

Wherever work called for and described in the Contract Documents is not specifically covered in the bid items, payment for such work shall be considered as being included in the total contract price, and no additional compensation will be allowed therefor.

60-13 City Standard Specification Sections – State Standards Updates

The following changes shall be made to the City of Visalia Engineering Standard Specifications.

Replace the last paragraph under Section 1-1, General with the following paragraph:

These Standard Specifications and Contract Documents are meant to work in direct line with Sections 10-60, Section 73, and Sections 82-95 of the 2023 version of the State Standard Specifications, except as modified by these Standard Specifications and Contract Documents. For terms, specifications, and requirements appearing in these Standard Specifications and Contract Documents and the State Standard Specifications, these Standard Specifications and Contract Documents shall take precedence. Other sections of the State Standard Specifications are included by reference in these Standard Specifications and Contract Documents. In the event where items are not covered or specified in these Standard Specifications or Contract Documents, the State Standard Specification Sections listed above and State Standard Plans shall govern.

Replace the following Sections of the City Standard Specifications with the following language:

1-3.57 State of California Standard Specifications

The 2023 version of the Standard Specifications issued by the Department of Transportation (Caltrans) of the Business, Transportation and Housing Agency of the State of California.

1-3.59 State Standard Plans

The 2023 version of the State of California, Department of Transportation Standard Plans.

1-3.60 State Standard Specifications

The 2023 version of the Standard Specifications issued by the Department of Transportation (Caltrans) of the Business, Transportation and Housing Agency of the State of California.

60-14 Payment for Extra Work

This section supersedes and replaces the extra work and force account markups specified in Section 9-5 "Payment for Extra Work" and related sections from the City of Visalia Engineering Standard Specifications. The markups listed in this section shall be used for all lump sum, fixed fee, force account, or similar type change orders where bid unit prices do not apply.

The City may order extra work or make changes by altering, adding to, or deducting from the Work via Change Order. Additionally, new and unforeseen work will be classified as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

All Change Order work shall be performed under the same terms and conditions of the original description of the Work, except for any extension of completion times necessitated by said Change Order(s). Certified payrolls shall be submitted with each billing for extra work.

The value of any additional work ordered by the City shall be determined as follows:

A. By unit prices in the Construction Services Agreement or the Contract; or

B. By estimate and acceptance in a lump sum; or

C. By a fixed fee; or

D. By force account.

The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or Contractor shall be paid on force account. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss to life and/or property. The Contractor shall immediately notify the Engineer of any work performed under this provision. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be reviewed and determined as provided in this section.

A. Materials: Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City reserves the right to furnish such materials required as it deems expedient and the Contractor shall have no claim for profit or other overhead on the cost of such materials. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

    a. Fifteen percent (15%) markup is added

    b. Supplier discounts are subtracted whether the Contractor took them or not

    c. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity

    d. If the Contractor procured the materials from a source the Contractor wholly or partially owns, the determined cost is based on the lower of the:

        i. Price paid by the purchaser for similar materials from that source on Contract items

        ii. Current wholesale price for those materials

    e. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:

        i. During that period

        ii. In the quantities used

B. Equipment: For all equipment that is necessary, the Contractor shall receive the current prices in the locality which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus **fifteen percent (15%).** The current State Labor Surcharge and Equipment Rental rates book shall be used to resolve any equipment rental rate disagreements.

    a. Equipment rental rates includes the cost of:

        i. Fuel, Oil, Lubrication, Supplies, Small tools, necessary attachments, repairs and maintenance, depreciation, storage, insurance, and other incidentals.

        ii. The City does not pay for small tools consumed by use. This is considered included in the markup rate.

    b. If the work is being done by Force Account, the City will only pay for the hours the equipment is operating on the Extra Work item.

    c. The Engineer shall direct the Contractor to use the equipment factors listed in the current State Labor Surcharge and Equipment Rental Rates book to determine the compensation amount as the Engineer deems appropriate.

C. Labor: For all labor that is necessary, the Contractor shall receive the actual amount paid for labor including benefits (health and welfare, pension, vacation, training, other state and federally recognized fringe benefit payments) as shown on certified payrolls or the current prices in the locality which shall have been previously determined and agreed to in writing by the Engineer and the Contractor, whichever is less, plus **thirty percent (30%)**. The 30% markup consists of payment for all costs of bonds, insurance, overhead and profit for the work, described further as follows:

   a. The City does not allow a labor surcharge markup so this 30% markup includes compensation for the following: worker's compensation insurance, social security, Medicare, Federal unemployment insurance, State unemployment insurance, State training taxes, and other similar items.

   b. The 30% markup also consists of payment for all overhead costs related to labor but not designated as costs of the labor used in the direct performance of the work, including:

      i. Home office overhead

      ii. Field office overhead

      iii. Bond costs

      iv. Profit

      v. Labor liability insurance

      vi. Other fixed or administrative costs that are not costs of the labor used in the direct performance of the work.

   c. The City does not pay for labor travelling to or from the jobsite.

D. For all extra work performed by a first-tier subcontractor, the Contractor shall receive actual cost of the work plus **ten percent (10%)**. For all extra work performed by second-tier subcontractor, the first-tier subcontractor shall receive the actual cost of the second-tier subcontractor work plus **five percent (5%)**. The total maximum markup between the Contractor and all lower tier subcontractors shall not exceed **twenty percent (20%)** regardless of how many lower tier subcontractors are included in the change order. These markups consist of payment for the cost of bonds, insurance, overhead and profit for the work. Likewise, for subcontracted work deleted from the contract, the Contractor shall provide an additional ten percent (10%) percent or five percent (5%) percent credit respectively for all materials, labor, and equipment. This shall not apply to the reduction of unit priced bid item quantities specifically identified in the contract Bid Schedule.

E. For work deleted from the contract, the Contractor shall provide an additional **fifteen percent (15%)** credit on all materials, labor, and equipment. This shall not apply to the reduction of unit priced bid item quantities specifically identified in the contract Bid Schedule.

Markups on any subcontractor change order or extra work shall not exceed the markups in this section.

All extra work and/or force account work shall be documented daily upon report sheets prepared and furnished by the Contractor, and signed by the Contractor and the Engineer, which daily reports shall thereafter be considered the true record of extra work or force account work done. The Contractor shall be responsible for providing full labor, equipment, and materials breakdowns for approval on all change orders and extra work.

Daily reports shall be submitted no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces. Unless otherwise permitted by the Engineer, no payment will be made for extra work if it has not been reported within the time and in the manner specified.

60-15 Standard Specification Amendments

The "City of Visalia Engineering Standard Specification Amendments," most current edition available at the time of bidding, is included with this RFB document in its entirety and becomes part of the Contract Documents by reference. Copies of the "City of Visalia Engineering Standard Specification Amendments" may be obtained from the City of Visalia website at:

https://www.visalia.city/depts/community_development/engineering/engineering_documents.asp

60-16 Copies of Plans and Construction Specifications

The City will provide the Contractor with **2 full size** hard copies of the project Plans and Construction Specifications at no cost. It shall be the responsibility of the Contractor to procure and pay for any additional copies or any other documents needed.

60-17 Department of Industrial Relations Requirements, Public Works Contractor Registration Program and Project Labor Agreements

All contractors and subcontractors bidding and performing work on Public Works Projects must:

1. Register on an annual basis with the California Department of Industrial Relations (DIR)
2. Furnish electronic payroll records for new projects to the Labor Commissioner

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors may be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

SECTION 61 DESCRIPTION OF BID ITEMS

The bid item descriptions in this section are meant to provide a brief summary of the work included under each item. The Contractor shall refer to the Plans, Standard Specifications, Special Provisions, and other Contract Documents for the complete details and requirements for the work being performed under this contract.

Payment for each bid item shall be at the contract lump sum price listed on the bid schedule for each Bid Item and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer. Payment will be made for the work completed in proportion to the total value of the work for each Bid Item. No additional payment will be made therefor.

Bid Item 1 - Mobilization & Demobilization

This bid item is limited to a maximum of 5% of the total construction cost.
In accordance with Section 11 "Mobilization & Demobilization," of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer including, but not limited to the following:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, staging yards, and other facilities necessary for the work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, including, but not limited to permits and bond premiums and insurance premiums.

Demobilization shall consist of all closing work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals off the project site, and all other work and operations which must be performed to complete the project, including clean-up.

Bid Item 2 - Temporary Excavation Support

Item includes all costs for planning, design, engineering, furnishing, construction and the removal and disposal of all temporary sheeting, shoring, and bracing of excavations as required but not limited to the provisions of any permits, in accordance with the requirements of OSHA, the Construction Safety Orders of the State of California, and pursuant to the provisions of Sections 6700 through 6708 of the California Labor Code.

Bid Item 3 - Water Pollution Prevention

In accordance with Section 7-7 "Water Pollution Prevention," of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer including, but not limited to, preparation and implementation of the Stormwater Pollution Prevention Plan (SWPPP), installing, constructing, maintaining, removing, and disposing of all water pollution control practices and in implementing, developing, obtaining approval of, including associated fees, revising, amending, inspecting and annual reporting necessary to comply with the requirements of said documents.

Bid Item 4 - TWAS Bypass System

Work includes mobilization, operation, monitoring, and demobilization of the temporary bypass system to feed thickened waste activated sludge (TWAS) from the gravity belt thickener building to the digesters. No additional payment will be made therefor.

Bid Item 5 - TWAS Pipe Cleaning and Inspection

Work includes pre and post cleaning CCTV inspection, and the removal and disposal of debris from the TWAS pipeline.

Bid Item 6 - TWAS Cleanouts

Work includes the earthwork, piping modifications, finished grade modifications and all other work not described in previous bid items related to the TWAS pipeline.

Bid Item 7 - Screw Press System

Work includes the site civil and associated yard piping, structural foundation and platform, mechanical equipment – including screw press, dewatering feed pump, grinder – sludge discharge chute, electrical, instrumentation, controls and programming necessary for the screw press system.

Bid Item 8 - Polymer Storage Area

Work includes the site civil and associated yard piping, structural foundation and canopy, mechanical equipment – polymer storage tank and recirculation pump – electrical, instrumentation, controls and programming necessary for the polymer storage area.

Bid Item 9 - Sludge Drying Bed Site Civil

Work includes the grading, excavation and/or fill, subgrade preparation, and asphalt access road around the sludge drying beds.

Bid Item 10 - Sludge Drying Bed Foundation and Structure

Work includes the liner, sand backfill, aggregate base, fiber reinforced concrete, underdrain trench, and retaining walls associated with the sludge drying beds.

Bid Item 11 - Sludge Drying Bed Yard Piping

Work includes all piping associated with the sludge drying beds as well as the associated catch basins, cleanouts, and manholes.

Bid Item 12 - Digester Cleaning Pond Site Civil

Work includes the grading, excavation and/or fill, subgrade preparation, asphalt access road around the digester cleaning pond, and gravel access road from the quick connection pad to the digester cleaning pond.

Bid Item 13 - Digester Cleaning Pond Foundation and Structure

Work includes the liner, drain rock, aggregate base, and fiber reinforced concrete associated with the sludge drying beds.

Bid Item 14 - Digester Cleaning Pond Yard Piping and Quick Connection Pad

Work includes all piping associated with the digester cleaning pond, including digested sludge feed line and quick connection pad, as well as the associated catch basins, cleanouts, and manholes.

Bid Item 15 - Digester Cleaning Pond Inlet and Outlet Structures

Work includes the inlet and outlet structures and associated weir gates.

Bid Item 16 - Project Commissioning and Start-Up

Work includes functional and clean water testing of all equipment, completion of all necessary training, verification of performance of individual component and overall process and instrumentation and communications, resolution of all punch-list items, submittal and approval of all pay requests, submittal of operation and maintenance manuals, schedules, guarantees, bonds, certificates of inspection, as-built and marked-up record drawings in accordance with regulatory requirements and the project documents.

Visalia City Council

Staff Report

File #: 25-0320 **Agenda Date:** 8/4/2025 **Agenda #:** 8.

Agenda Item Wording:
Conditional Acceptance of Federal Aviation Administration Grant Funds - Authorize the conditional acceptance of a Federal Aviation Administration Airport Improvement Program grant in the amount of $134,520 for the design phase of the Taxilane Reconstruction Project at the Visalia Municipal Airport.

Deadline for Action: None

Submitting Department: Administration - Airport

Contact Name and Phone Number:
Jody Miller, Airport Manager, (559)713-4282, Jody.Miller@visalia.city,
John Lollis, Assistant City Manager, (559)713-4323, John.Lollis@visalia.city

Department Recommendation:
Staff recommends that the City Council authorize the City Manager to conditionally accept a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in the amount $134,520 towards approved CIP project CP0573 for the design phase of the Taxilane Reconstruction Project at the Visalia Municipal Airport.

Background Discussion:
Maintaining surface movement areas is vital to the safe and expeditious movement of air traffic at any airport and is a requirement to ensure future Federal Aviation Administration (FAA) funding. This design phase of the proposed Taxilane Reconstruction Project at the Visalia Municipal Airport will ensure that the Airport remains on track for the planned future construction phase of the Project which would allow completion prior to the age of the current surface causing any issues in compliance with FAA regulations.

New FAA policy provides airports a narrow two (2) week window to accept any grant funding offers, which is the necessity for staff to preemptively present this item to the Council seeking conditional authorization to accept the grant funding offer within the grant acceptance deadline. The conditional authorization to accept the grant is contingent upon the grant offer being consistent with the terms found within this report. Should there be any changes to the terms or conditions of the FAA grant funding offer, staff would again present this item to the Council for consideration of approval prior to requesting a new FAA grant funding offer. Once the grant has been formally offered and accepted, staff will return to Council to authorize the award of the project and appropriate necessary funds.

Fiscal Impact:
The Airport would receive $134,520 in FAA grant funds to fund the design phase of the upcoming Taxlane A Reconstruction Project. Total project cost of the design phase is $141,600, which the remaining $7,080 in project cost would be split between $6,726 in State funding participation, and

$354 from local Airport funds. This money was appropriated in previous budgets.

The State funds will be awarded through a separate grant application process that is guaranteed but will only become official once the FAA grant is officially accepted.

Prior Council Action: N/A

Alternatives: City Council could not authorize the acceptance of the FAA grant funds and Airport staff would explore other avenues to fund the design phase of the Taxilane A reconstruction project.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to conditionally accept a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in the amount of $134,520 for the design phase of the Taxilane A Reconstruction Project at the Visalia Municipal Airport.

Environmental Assessment Status: NA.

CEQA Review: N/A

Attachments:
1. Application for Federal Assistance
2. Breakdown of Engineering Costs

APPLICATION FOR FEDERAL ASSISTANCE

VISALIA MUNICIPAL AIRPORT
VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

RECONSTRUCT TAXILANE A
MARK TAXIWAY E CONNECTOR WITH NO TAXI ISLAND

APRIL 3, 2025

APPLICATION FOR FEDERAL ASSISTANCE

VISALIA MUNICIPAL AIRPORT
VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

RECONSTRUCT TAXILANE A
MARK TAXIWAY E CONNECTOR WITH NO TAXI ISLAND

The City of Visalia has prepared and submits herewith an Application for Federal Assistance for an Airport Improvement Program (AIP) grant for engineering design of the Reconstruction of Taxilane A and Mark Taxiway E Connector with No Taxi Island at the Visalia Municipal Airport.

This Application includes the documents listed in the FY25 AIP Application Checklist, including the FY25 Airport Project Schedule, Standard Form 424, FAA Form 5100-100, Program Narrative (Justification), project sketch, project costs, NEPA Compliance document, Exhibit “A”, Standard DOT Title VI Assurances, SAM certificate, and sponsor certifications.

FY25 AIRPORT PROJECT SCHEDULE
DESIGN PROJECTS

Airport: Visalia Municipal Airport, Visalia, Tulare County, California
Project: Reconstruct Taxilane A; Mark Taxiway E Connector with No-Taxi Island

No.	Item	Date		Comments
		SFO ADO Due	Anticipated Submission	
1	Submit Updated ACIP to SFO-ADO	12/2/24		Submitted on 10-22-24
2	Submit NEPA docs for ADO Review by	9/16/24		Submitted Update on 9-19-24
3	Completion of NEPA no later than	12/31/24		Approval Received 11-14-24
4	Submission of Pre-Application Checklist to ADO by:	10/31/24		Submitted 10-31-24
5	Submission of SF424 - Preapplication	12/31/24		Submitted 12-4-24
6	Sponsor Submits IFE & Negotiated Fees for any Engineering Costs		2/1/24	Submitted 4-1-25
7	Final Application	5/1/25	3/1/24	Submitted 4-3-25

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:
VIS - 3-06-0271-

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Visalia

*b. Employer/Taxpayer Identification Number (EIN/TIN):
94-6000449

*c. UEI:
VNUTNKQPF423

d. Address:

*Street 1: 707 West Acequia
Street 2:
*City: Visalia
County/Parish: Tulare
*State: Province: CA
*Country: USA: United States
*Zip / Postal Code 93291-6127

e. Organizational Unit:

Department Name:
General Services

Division Name:
Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jody
Middle Name:
*Last Name: Miller
Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: 559-713-4282 Fax Number: (559) 713-4648

*Email: Jody.Miller@visalia.city

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project**:

Visalia Municipal Airport, Visalia, Tulare County, California - Design - Reconstruction of Taxilane A (50' x 1,314'), Mark Taxiway E Connector with No Taxi Island

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-021 *b. Program/Project: CA-021

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 06/01/2025 *b. End Date: 05/01/2026

18. Estimated Funding ($):

*a. Federal	$ 134,520
*b. Applicant	$ 354
*c. State	$ 6,726
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	
*g. TOTAL	$ 141,600

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 12/05/2024.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jody

Middle Name:

*Last Name: Miller

Suffix:

*Title: Airport Manager

*Telephone Number: 559-713-4282 Fax Number: 559-713-4648

* Email: Jody.Miller@visalia.city

*Signature of Authorized Representative:  *Date Signed: 4/8

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Visalia General Plan, Land City owned and surrounding the airport has zoning compatible for the airport.
Tulare County Airport Land Use Commission works with the airport to help assure compatibility.
A Master Plan was completed in 2001 that addressed this issue.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Title in fee simple to all properties shown on the Draft Exhibit "A", Property Map, dated Feb. 2024 included as Attachment 2.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 5,000
2. Preliminary expense			46,000
3. Land, structures, right-of-way			0
4. Architectural engineering basic fees			90,600
5. Other Architectural engineering fees			0
6. Project inspection fees			0
7. Land development			0
8. Relocation Expenses			0
9. Relocation payments to Individuals and Businesses			0
10. Demolition and removal			0
11. Construction and project improvement			0
12. Equipment			0
13. Miscellaneous			0
14. **Subtotal** (Lines 1 through 13)			$ 141,600
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			141,600
17. **Less:** Ineligible Exclusions (Section C, line 23 g.)			0
18. **Subtotal** (Lines 16 through 17)			$ 141,600
19. Federal Share requested of Line 18			134,520
20. Grantee share			354
21. Other shares			6,726
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 141,600

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. None	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	$ 0
b. Mortgages	0
c. Appropriations (by Applicant)	354
d. Bonds	0
e. Tax Levies	0
f. Non-Cash	0
g. Other (Explain):	0
h. **TOTAL** - Grantee share	$ 354
25. Other Shares	**Amount**
a. State	6,726
b. Other	0
c. **TOTAL** - Other Shares	$ 6,726
26. TOTAL NON-FEDERAL FINANCING	$ 7,080

SECTION E – REMARKS

(Attach sheets if additional space is required)

Plans and specifications for this project are incorporated by reference.
The Construction Safety and Phasing Plan (CSPP) for this project is incorporated by reference.
The Construction Management Plan for this project is incorporated by reference.

VISALIA MUNICIPAL AIRPORT – VISALIA, CALIFORNIA
APPLICATION FOR FEDERAL ASSISTANCE
2025 AIRPORT IMPROVEMENT PROGRAM – DESIGN
RECONSTRUCT TAXILANE A
MARK TAXIWAY E CONNECTOR WITH NO TAXI ISLAND – PHASE 1

PART IV

PROGRAM NARRATIVE

1. *OBJECTIVES*

An Application for Federal Aviation Administration Airport Improvement Program funds has been prepared for the engineering design of the Reconstruction of Taxilane A (50' x 1,314') and Mark Taxiway E Connector with No Taxi Island, proposed to be included in the 2025 Airport Improvement Program at the Visalia Municipal Airport. This project is described as follows:

The existing Taxilane A pavements are old, have not had any maintenance since before 1999 and are exhibiting cracking, alligator cracking and moderate weathering. The PCI in 2012 was 72 but has since deteriorated and a new PCI calculation is currently in progress. It is important to reconstruct these pavements before failure occurs. The proposed reconstruction consists of pulverizing the existing AC and AB and reusing as 5" of ASB (FDR Recycled asphalt), 6 inches of AB, and 4 inches of AC.

New airfield markings will be installed.

Taxiway E markings will be revised to paint a no-taxi island to eliminate direct access from the apron to the runway.

2. *RESULTS OR BENEFITS EXPECTED*

The reconstruction of the taxilane pavements will provide safe and functional taxilane pavements for operations at the airport, which will have a remaining life so far as deep-seated distress is concerned of 20+ years.

3. *APPROACH*

a. *Plan of Action* - All airport design conforms to Advisory Circular 150/5300-13B, *Airport Design*. Specifications are being prepared based on Advisory Circular 150/5370-10H, *Standards for Specifying Construction of Airports*. All safety requirements as outlined in Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction* will be included in the Construction Safety and Phasing Plan prepared for this project.

The engineering will be performed in two phases as follows:

Phase 1 – Preliminary Engineering

a. Prepare Environmental Document – Cat Ex.

b. Topographic Surveys.

c. Geotechnical Studies

Phase 2 - Engineering Design and Preparation of Plans and Specifications

a. Perform complete engineering design.

b. Prepare complete plans and specifications for this project, ready for bid.

c. Prepare Engineer's Report including engineer's estimate of construction costs for the proposed project, the Construction Safety and Phasing Plan, and the Construction Management Plan.

b. *Consultant* – The consultant who will work on the project will be Brandley Engineering. Brandley Engineering will perform the engineering design for this project.

4. ***GEOGRAPHIC LOCATION***

This project included in this project Application will be at the Visalia Municipal Airport located in Visalia, Tulare County, California. The areas to be served will be the City of Visalia and areas of Tulare County that will be served by the airport improvements.

The location and dimensions of the project are shown on the project sketch included as part of this Program Narrative.

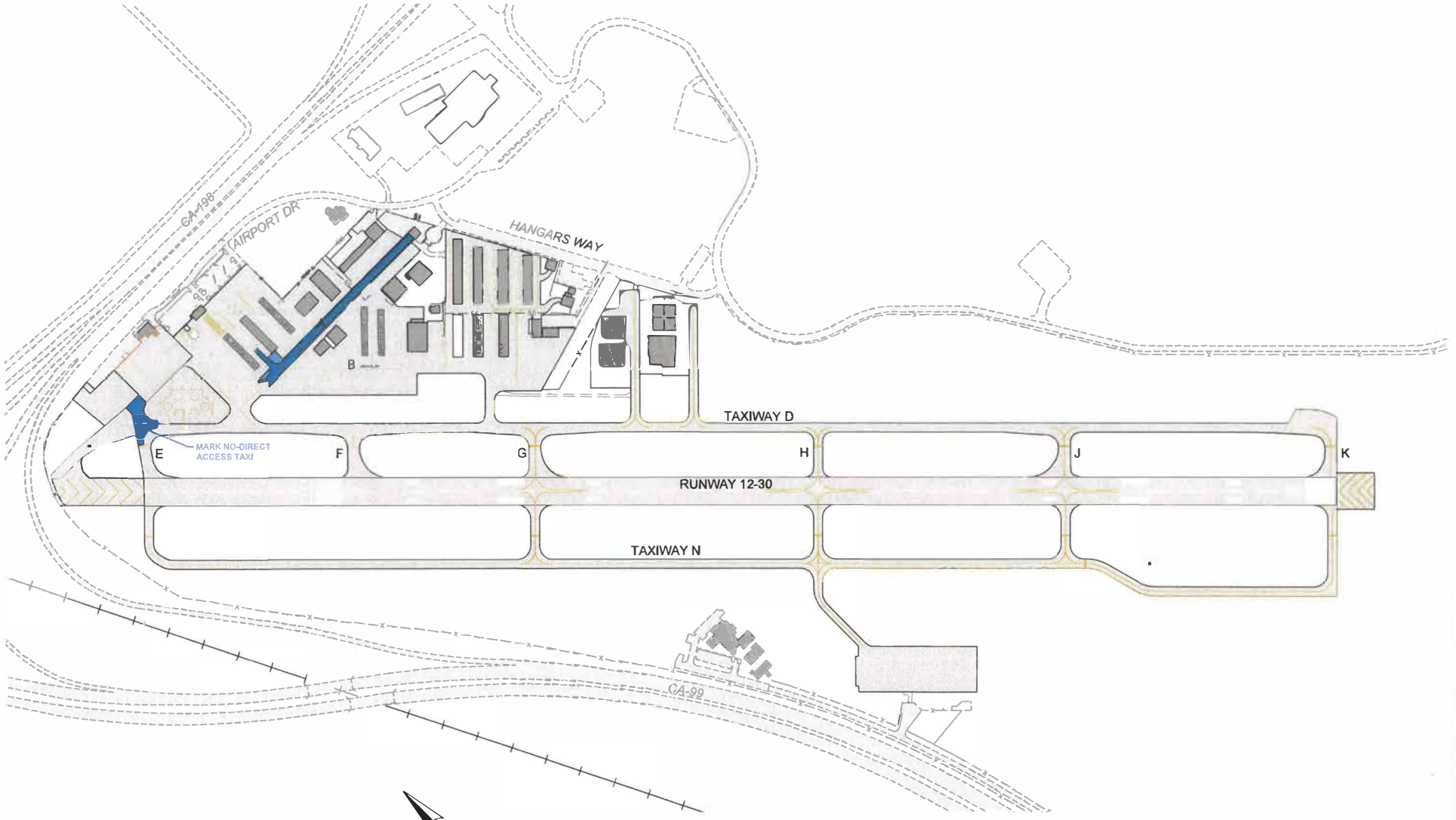
5. ***SPONSOR'S REPRESENTATIVE***

Jody Miller, Airport Manager , Visalia Municipal Airport, 9501 Airport Drive, Visalia, California 93277, Telephone: (559) 713-4282, Email: Jody.Miller@visalia.city

6. ***ATTACHMENTS***

Also included in this Application are the following attachments:

- Attachment 1 – Cost Estimates
- Attachment 2 – NEPA Compliance
- Attachment 3 – Exhibit A, Property Map
- Attachment 4 – Standard DOT Title VI Assurances
- Attachment 5 – System for Award Management (SAM)
- Attachment 6 - Sponsor Certifications



BRANDLEY ENGINEERING
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

VISALIA MUNICIPAL AIRPORT

VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM PROJECT SKETCH MAP

DATE	12/4/2024
DRAWN	TS
CHECKED	MSB
PROJECT No.	82.02
FILE	VIS 2025 AIP
PLATE No.	1

ATTACHMENT 1
COST ESTIMATES

VISALIA MUNICIPAL AIRPORT
VISALIA, TULARE COUNTY, CALIFORNIA

Cost Estimates of the project are included in this attachment as follows:

Attachment 1A – Breakdown of Engineering Costs
Attachment 1B – Breakdown of Administration Costs
Attachment 1C - Summary of Project Costs

Also included:
Record of Negotiations and
Independent Fee Estimate (IFE)

VISALIA MUNICIPAL AIRPORT
CITY OF VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

BREAKDOWN OF ENGINEERING COSTS

Reconstruction of Taxilane A
Mark Taxiway E Connector with No Taxi Island

Environmental Document - Categorical Exclusion					
NEPA Project Manager				$ 5,100.00	
Brandley Supervision 10%				510.00	
Principal Engineer	1.25 Hrs @		300.00	375.00	
Total Environmental Documentation				$ 5,985.00	
Total Environmental Documentation - Use					$ 6,000.00
Topographic Surveys					
Topographic Surveys				$ 20,045.00	
Brandley Supervision 10%				2,004.50	
Total Topographic Surveys				$ 22,049.50	
Total Topographic Surveys - Use					22,000.00
Geotechnical Studies					
Mobilization				$ 2,200.00	
Truck Drill - 2 Man Crew	7 Hrs @	$	460.00	3,220.00	
Per Diem - 2 Man Crew	1.5 days @		480.00	720.00	
Materials				390.00	
Brandley Supervision 10%				653.00	
Senior Engineer (Field)	16.0 Hrs @		190.00	3,040.00	
Senior Engineer Per Diem	1.0 day @		233.00	233.00	
Mileage	450.0 Miles @		0.670	301.50	
Geotechnical Engineer (Lab)	10.0 Hrs @		300.00	3,000.00	
Senior Engineer (Lab)	20.0 Hrs @		180.00	3,600.00	
Outside Laboratory Soils Tests				500.00	
Total Geotechnical Studies				$ 17,857.50	
Total Geotechnical Studies - Use					18,000.00
Engineering Design:					
Engineering Services up through Preparation of Plans, Specifications, and Reports					
Principal Engineer	110.0 Hrs. @	$	300.00	$ 33,000.00	
Senior Engineer	157.0 Hrs. @		180.00	28,260.00	
Junior Engineer	162.0 Hrs. @		120.00	19,440.00	
Project Administrator	51.0 Hrs. @		100.00	5,100.00	
Clerical	51.0 Hrs. @		85.00	4,335.00	
Miscellaneous - Printing, Shipping, etc.				500.00	
Total Engineering Design				$ 90,635.00	
				Use	90,600.00
Total Engineering Fees					$ 136,600.00

VISALIA MUNICIPAL AIRPORT
CITY OF VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

BREAKDOWN OF ADMINISTRATIVE COSTS

Reconstruction of Taxilane A
Mark Taxiway E Connector with No Taxi Island

Salaries - City of Visalia/Visalia Municipal Airport	$ 4,500.00	
Miscellaneous Expenses	500.00	
Total Administrative Costs		$ 5,000.00

VISALIA MUNICIPAL AIRPORT
VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

Reconstruction of Taxilane A
Mark Taxiway E Connector with No Taxi Island

SUMMARY OF PROJECT COSTS

Engineering:			
Environmental Document - Cat Ex	$ 6,000.00		
Topographic Surveys	22,000.00		
Geotechnical Studies/Pavement Designn	18,000.00		
Engineering Design and Preparation of Plans and Specifications	90,600.00		
Total Engineering Costs		$	136,600
Administration			5,000
Total Project Costs		$	141,600
F.A.A. Participation		$	134,520
Sponsor Participation		$	354
State Participation		$	6,726



Mr. Barry Franklin
Program Manager/Civil Engineer
Federal Aviation Administration
Airports District Office
2999 Oak Road, Suite 200
Walnut Creek, CA 94597

Subject: Visalia Municipal Airport
Visalia, Tulare County, California
2025 Airport Improvement Program (AIP)
Reconstruction of Taxilane A
Mark Taxiway E Connector with No Taxi Island - Design
Record of Negotiations

Dear Mr. Franklin:

The City of Visalia proposes the engineering design of the Reconstruction of Taxilane A and Mark Taxiway E Connector with No Taxi Island at Visalia Municipal Airport, Visalia, Tulare County, California, under the 2025 Airport Improvement Program (AIP) of the Federal Aviation Administration. It is proposed to utilize the services of Brandley Engineering to provide engineering services for the design of this project. The City of Visalia and Brandley Engineering entered into negotiations for the engineering fees related to this project.

The consulting firm of Brandley Engineering was selected from those consultants who submitted their qualifications, and the City of Visalia entered into an agreement with Brandley Engineering.

An independent fee estimate (IFE) for the engineering design for the subject project was prepared by Mike Porter, City Civil Engineer, for services to be provided including environmental studies (Cat Ex), topographic surveys, geotechnical studies, and engineering design and preparation of plans and specifications ready for bid. A copy of this IFE is attached.

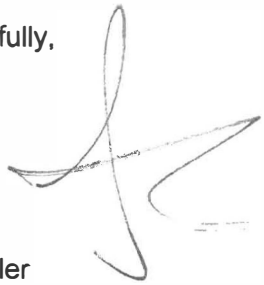
A scope of work and fee proposal for the Engineering Design Services for the reconstruction of the Taxilane A and marking of the Taxiway E Connector with No Taxi Island has been requested from Brandley Engineering. The consultant has submitted their fee proposal for the Engineering Design Services in the amount of $136,600.

The Sponsor's Independent Fee Estimate was $122,961, which is 10% under the consultant's fee proposal. Since the IFE is within 10% of the consultant's fee proposal, the Sponsor considers this reasonable and recommends accepting the consultant's fee of $136,600.

The Sponsor's independent fee estimate is attached to this record of negotiation and hereby submitted to the ADO for a reasonableness of cost determination.

The analysis was conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Respectfully,



Jody Miller
Airport Manager

VISALIA MUNICIPAL AIRPORT
CITY OF VISALIA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

INDEPENDENT FEE ESTIMATE

Reconstruction of Taxilane A
Mark Taxiway E Connector with No Taxi Island

Environmental Document - Categorical Exclusion

NEPA Project Manager				$ 5,000.00
Brandley Supervision 10%				500.00
Principal Engineer	20.00	Hrs @	300.00	6,000.00
Total Environmental Documentation				$ 11,500.00

Topographic Surveys

2 Man Survey Crew	32.0	Hrs. @	$ 450.00	$ 14,400.00
Brandley Supervision 10%				1,440.00
Total Topographic Surveys				$ 15,840.00

Geotechnical Studies

Mobilization				$ 500.00
Truck Drill - 2 Man Crew	16	Hrs @	$ 300.00	4,800.00
Per Diem - 3 Man Crew	2	days @	600.00	1,200.00
Materials				200.00
Brandley Supervision 10%				670.00
Senior Engineer (Field)	16.0	Hrs @	200.00	3,200.00
Senior Engineer Per Diem	2.0	days @	200.00	400.00
Mileage	950.0	Miles @	0.580	551.00
Geotechnical Engineer (Lab)	8.0	Hrs @	150.00	1,200.00
Senior Engineer (Lab)	4.0	Hrs @	175.00	700.00
Outside Laboratory Soils Tests				7,100.00
Total Geotechnical Studies				$ 20,521.00

Engineering Design:

Engineering Services up through Preparation of Plans, Specifications, and Reports

Principal Engineer	88.0	Hrs. @	$ 300.00	$ 26,400.00
Senior Engineer	56.0	Hrs. @	200.00	11,200.00
Junior Engineer	100.0	Hrs. @	150.00	15,000.00
Project Administrator	160.0	Hrs. @	100.00	16,000.00
Clerical	80.0	Hrs. @	75.00	6,000.00
Miscellaneous - Printing, Shipping, etc.				500.00
Total Engineering Design				$ 75,100.00
Total Engineering Fees				$ 122,961.00

ATTACHMENT 2
NEPA COMPLIANCE

VISALIA MUNICIPAL AIRPORT
VISALIA, TULARE COUNTY, CALIFORNIA

U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
San Francisco Airports District Office

1000 Marina Blvd., Suite 115
Brisbane, CA 94005-1835

November 14, 2024

Jody Miller
Airport Manager
City of Visalia
9501 Airport Dr.
Visalia, CA 93227

Subject: Proposed Project Categorical Exclusion at Visalia Municipal Airport

Dear Mr. Miller:

The Federal Aviation Administration (FAA) has reviewed the environmental information you submitted for the Proposed Taxilane A and Apron A3 Reconstruction Project at Visalia Municipal Airport, Visalia, California. The enclosed figure highlights the area of the proposed project. The FAA has determined the proposed project is Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation is necessary for NEPA purposes.

This letter notifies you that the proposed project has complied with NEPA only. This is not a notice of final project approval of funding availability.

If you have any questions regarding this matter, I am available at 925-546-6441, or by email at Christopher.D.Jones@faa.gov.

Sincerely,

Christopher D. Jones

Christopher D. Jones, Ph.D.
Environmental Protection Specialist

Enclosure



NORTH

VISALIA MUNICIPAL AIRPORT
City of Visalia, California

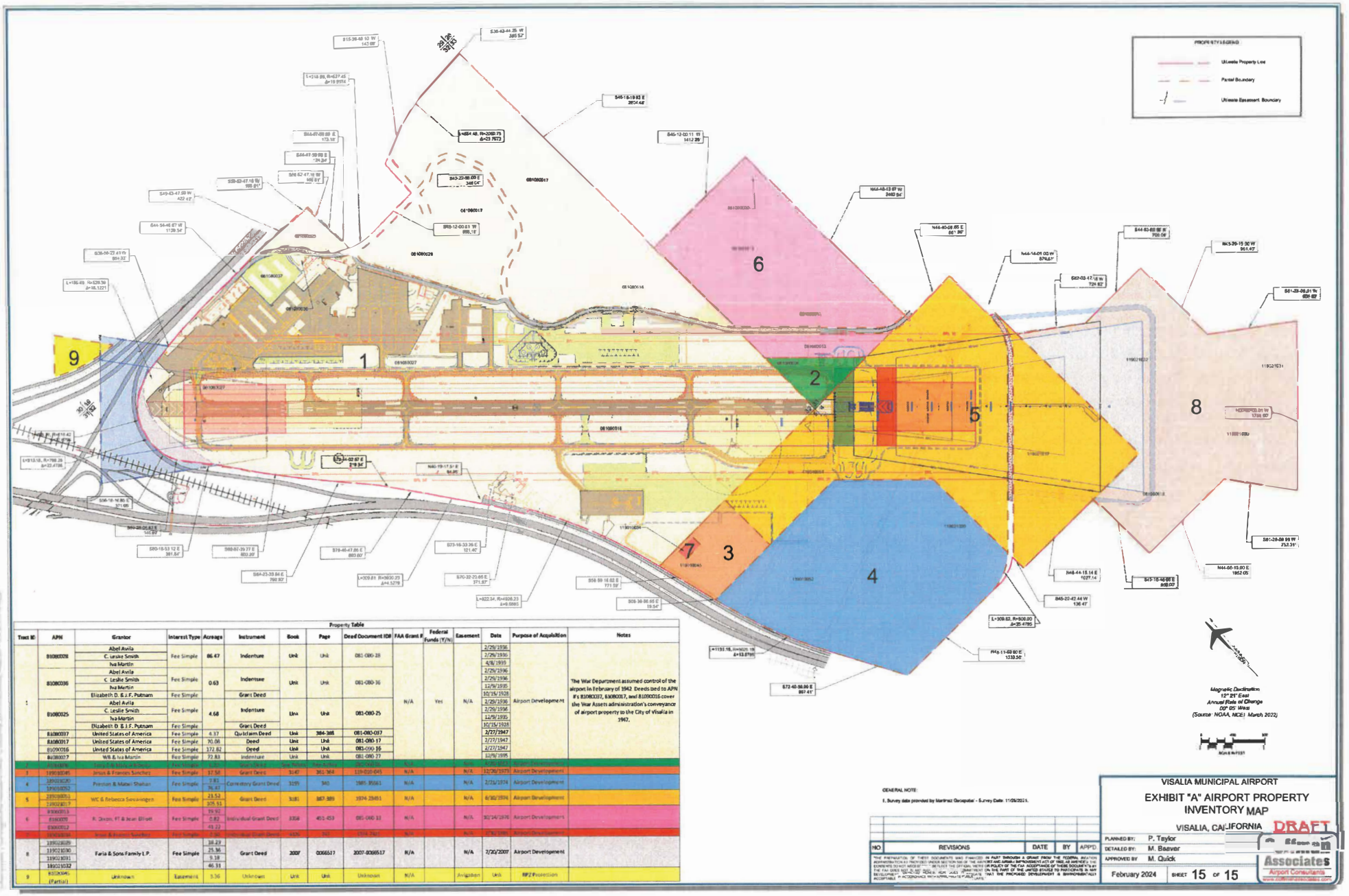
Taxiway and Apron Reconstruction
Documented Categorical Exclusion

September 2024

EXHIBIT 2

ATTACHMENT 3
EXHIBIT "A", PROPERTY MAP

VISALIA MUNICIPAL AIRPORT
VISALIA, TULARE COUNTY, CALIFORNIA



Property Table

Tract ID	APN	Grantor	Interest Type	Acreage	Instrument	Book	Page	Deed Document ID#	FAA Grant #	Federal Funds (Y/N)	Easement	Date	Purpose of Acquisition	Notes
1	81080028	Abel Avila C. Leslie Smith Iva Martin	Fee Simple	86.47	Indenture	Unk	Unk	081-080-28	N/A	Yes	N/A	2/29/1936 2/29/1936 4/8/1939	Airport Development	The War Department assumed control of the airport in February of 1942. Deeds tied to APN #'s 81080037, 81080027, and 81080016 cover the War Assets administration's conveyance of airport property to the City of Visalia in 1947.
	81080036	Abel Avila C. Leslie Smith Iva Martin	Fee Simple	0.63	Indenture	Unk	Unk	081-080-36				2/29/1936 2/29/1936 12/9/1935		
		Elizabeth D. & J.F. Putnam	Fee Simple		Grant Deed							10/15/1928		
	81080025	Abel Avila C. Leslie Smith Iva Martin	Fee Simple	4.68	Indenture	Unk	Unk	081-080-25				2/29/1936 2/29/1936 12/9/1935		
		Elizabeth D. & J.F. Putnam	Fee Simple		Grant Deed							10/15/1928		
	81080037	United States of America	Fee Simple	4.37	Quitclaim Deed	Unk	384-385	081-080-037				2/27/1947		
	81080017	United States of America	Fee Simple	70.06	Deed	Unk	Unk	081-080-17				2/27/1947		
	81090016	United States of America	Fee Simple	172.82	Deed	Unk	Unk	081-090-16				2/27/1947		
	81080027	WB & Iva Martin	Fee Simple	72.83	Indenture	Unk	Unk	081-080-27				12/9/1935		
[illegible]									N/A				Airport Development	
3	119010045	Jesus & Frances Sanchez	Fee Simple	17.58	Grant Deed	3147	361-364	119-010-045	N/A		N/A	12/26/1973	Airport Development	
4	126021020 126014052	Preston & Mabel Shehan	Fee Simple	7.81 76.47	Cemetery Grant Deed	3199	360	1985-35661	N/A		N/A	2/21/1974	Airport Development	
5	126030051 126021017	WC & Rebecca Swearingen	Fee Simple	23.53 205.53	Grant Deed	3181	367-369	1974-23451	N/A		N/A	6/30/1974	Airport Development	
6	81080013 81080037 81080012	R. Dixon, ET & Jean Elliott	Fee Simple	19.92 0.82 43.23	Individual Grant Deed	3358	401-403	085-040-33	N/A		N/A	10/24/1978	Airport Development	
7	119010030	Jesus & Frances Sanchez	Fee Simple	7.30	Individual Grant Deed	3470	360	1978-2467	N/A		N/A	2/12/1980	Airport Development	
8	126021029 126021030 126021031 126021032	Faria & Sons Family L.P.	Fee Simple	38.27 25.36 9.38 46.31	Grant Deed	2007	0066517	2007-0066517	N/A		N/A	2/20/2007	Airport Development	
9	81080045 (Partial)	Unknown	Easement	3.36	Unknown	Unk	Unk	Unknown	N/A		Avigation	Unk	RPZ Protection	

GENERAL NOTE:

1. Survey data provided by Martinez Geospatial - Survey Date: 11/05/2021.

NO	REVISIONS	DATE	BY	APP'D

"THE PREPARATION OF THESE DOCUMENTS WAS FINANCED IN PART THROUGH A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER SECTION 505 OF THE AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, AS AMENDED. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THESE DOCUMENTS BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY FUTURE AIRPORT DEVELOPMENT. IT INDICATES ONLY THAT THE PROPOSED DEVELOPMENT IS ENVISIONED AS ACCEPTABLE IF ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE STANDARDS."

VISALIA MUNICIPAL AIRPORT

EXHIBIT "A" AIRPORT PROPERTY INVENTORY MAP

VISALIA, CALIFORNIA

DRAFT

PLANNED BY:	P. Taylor
DETAILED BY:	M. Beaver
APPROVED BY:	M. Quick
February 2024	SHEET 15 OF 15

Associates Airport Consultants

ATTACHMENT 4
STANDARD DOT TITLE VI ASSURANCES

VISALIA MUNICIPAL AIRPORT
VISALIA, TULARE COUNTY, CALIFORNIA

STANDARD DOT TITLE VI ASSURANCES

The City of Visalia (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 4/8

CITY OF VISALIA
(Sponsor)

By _____
Jody Miller, Airport Manager

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ATTACHMENT 5
SYSTEM FOR AWARD MANAGEMENT (SAM)

VISALIA MUNICIPAL AIRPORT
VISALIA, TULARE COUNTY, CALIFORNIA

SAM.GOV®

VISALIA, CITY OF (INC)

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
VNUTNKQPF423	**3PBJ6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 6, 2026**	
Physical Address	Mailing Address	
425 E Oak AVE **Visalia, California 93291-5035** **United States**	**707 W Acequia** **Visalia, California 93291-6127** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 21	**(blank) / (blank)**	**http://www.visalia.city**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 7, 2025	**Jan 6, 2025**	**Jan 6, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Feb 27, 1874	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
Municipality

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3PBJ6**

Points of Contact

Electronic Business

MELODY MURCH	**707 W Acequia AVE** **Visalia, California 93291** **United States**
JASON MONTGOMERY	707 West Acequia Visalia, California 93291 United States

Government Business

CARMEN QUEVEDO	**425 E Oak AVE** **Visalia, California 93291** **United States**
RENEE NAGEL	707 W Acequia Visalia, California 93291 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**488190**	**Other Support Activities For Air Transportation**
	485999	**All Other Transit And Ground Passenger Transportation**

Disaster Response

This entity does not appear in the disaster response registry.

ATTACHMENT 6
SPONSOR CERTIFICATIONS

VISALIA MUNICIPAL AIRPORT
VISALIA, TULARE COUNTY, CALIFORNIA

This attachment consists of the following Sponsor Certifications:
Drug-Free Workplace
Selection of Consultants
Project Plans and Specifications
Potential Conflicts of Interests

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Visalia

Airport: Visaliia Municipal Airport

Project Number: AIP 3-06-0271__-2025

Description of Work: Design - Reconstruction of Taxilane A, Mark Taxiway E Connector with No Taxi Island

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Visalia Municipal Airport
Address: 9501 W. Airport Drive, Visalia, CA 93277

Location 2 (if applicable)
Name of Location: City of Visalia Offices
Address: 707 West Acequia, Visalia, CA 93291

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of ,

Name of Sponsor: City of Visalia

Name of Sponsor's Authorized Official: Jody Miller

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Visalia

Airport: Visalia Municipal Airport

Project Number: AIP 3-06-0271-__-2025

Description of Work: Design - Reconstruction of Taxilane A, Mark Taxiway E Connector with No Taxi Island

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of

Name of Sponsor: City of Visalia

Name of Sponsor's Authorized Official: Jody Miller

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Visalia

Airport: Visalia Municipal Airport

Project Number: AIP 3-06-0271-__-2025

Description of Work: Design - Reconstruction of Taxilane A, Mark Taxiway E Connector with No Taxi Island

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☐ Yes ☐ No ☒ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Visalia

Name of Sponsor's Authorized Official: Jody Miller

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Visalia

Airport: Visalia Municipal Airport

Project Number: AIP 3-06-0271-___-2025

Description of Work: Design - Reconstruction of Taxilane A, Mark Taxiway E Connector with No Taxi Island

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of ,

Name of Sponsor: City of Visalia

Name of Sponsor's Authorized Official: Jody Miller

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

VISALIA MUNICIPAL AIRPORT
CITY OF VISALIA, CALIFORNIA
2025 AIRPORT IMPROVEMENT PROGRAM - DESIGN

BREAKDOWN OF ENGINEERING COSTS

Reconstruction of Taxilane A
Mark Taxiway E Connector with No Taxi Island

Environmental Document - Categorical Exclusion

NEPA Project Manager				$ 5,100.00	
Brandley Supervision 10%				510.00	
Principal Engineer	1.25	Hrs @	300.00	375.00	
Total Environmental Documentation				$ 5,985.00	
Total Environmental Documentation - Use					$ 6,000.00

Topographic Surveys

Topographic Surveys				$ 20,045.00	
Brandley Supervision 10%				2,004.50	
Total Topographic Surveys				$ 22,049.50	
Total Topographic Surveys - Use					22,000.00

Geotechnical Studies

Mobilization				$ 2,200.00	
Truck Drill - 2 Man Crew	7	Hrs @	$ 460.00	3,220.00	
Per Diem - 2 Man Crew	1.5	days @	480.00	720.00	
Materials				390.00	
Brandley Supervision 10%				653.00	
Senior Engineer (Field)	16.0	Hrs @	190.00	3,040.00	
Senior Engineer Per Diem	1.0	day @	233.00	233.00	
Mileage	450.0	Miles @	0.670	301.50	
Geotechnical Engineer (Lab)	10.0	Hrs @	300.00	3,000.00	
Senior Engineer (Lab)	20.0	Hrs @	180.00	3,600.00	
Outside Laboratory Soils Tests				500.00	
Total Geotechnical Studies				$ 17,857.50	
Total Geotechnical Studies - Use					18,000.00

Engineering Design:

Engineering Services up through Preparation of Plans, Specifications, and Reports

Principal Engineer	110.0	Hrs. @	$ 300.00	$ 33,000.00	
Senior Engineer	157.0	Hrs. @	180.00	28,260.00	
Junior Engineer	162.0	Hrs. @	120.00	19,440.00	
Project Administrator	51.0	Hrs. @	100.00	5,100.00	
Clerical	51.0	Hrs. @	85.00	4,335.00	
Miscellaneous - Printing, Shipping, etc.				500.00	
Total Engineering Design				$ 90,635.00	
				Use	90,600.00
Total Engineering Fees					$ 136,600.00

Visalia City Council

Staff Report

File #: 25-0325 **Agenda Date:** 8/4/2025 **Agenda #:** 9.

Agenda Item Wording:
Authorization for Payment to the California Vanpool Authority (CalVans) - Authorize the payment of CalVans invoices for the Visalia Transit contributions to the Authority's vanpool program.

Prepared by:
Angelina Baker, Transit Manager, (559)713-4591, Angelina.Baker@visalia.gov
John Lollis, Assistant City Manager, (559) 713-4323, John.Lollis@visalia.gov

Department Recommendation:
Staff recommends that the City Council authorize the payment of past due invoices to the California Vanpool Authority (CalVans) totaling $130,200 and authorize the continued payment of monthly invoices until a new contract has been awarded (no later than Dec. 31, 2025) or a Request for Proposals (RFP) is released to the public and a contract issued based on the RFP by June 1, 2026.

Summary:
In May 2016, the City of Visalia entered into a five-year Agreement with the California Vanpool Authority (CalVans), which expired in May 2021. At its meeting on April 14, 2023, the City Council approved entering into a one-year Agreement, which expired in May 2024. In between May 2021 and April 14, 2024, the City operated under a month-to-month agreement, which was due to ongoing discussions with the Tulare County Regional Transit Agency (TCRTA) regarding a joint procurement that has not yet resulted in any actions from either party.

Staff is seeking authorization to approve payment for services rendered for the period of May 2024 through current to remain as contributors to the CalVans vanpool program.

History: CalVans is a Joint Power Authority (JPA) public transportation agency, sponsored by the California Vanpool Authority, with membership of fourteen (14) Municipal Planning Organizations across the state of California, including the Tulare County Association of Governments (TCAG). CalVans offers employers and their employees a reliable, cost-effective, alternative mode of transportation to the single occupant vehicle (SOV) in areas or on routes that are not efficiently served by public transit. Typically, this is for groups of employees that work for the same employer or employer location and usually travel across city and county lines. CalVans provides the vehicle, maintenance, fuel, and insurance as a turnkey operation. Riders pay a flat fee for an 8-, 10-, or 12-passenger van; and one, or more, employees are certified as the driver.

Transit agencies located in an Urbanized Area (UZA) receive a Federal Transit Administration (FTA) Section 5307 apportionment based on its annual reporting into the National Transit Database (NTD) system. This reporting includes how far transit vehicles travel, how long they spend traveling, how many riders are carried, and the cost to provide the service. Generally, the larger the system, the more Section 5307 funds are received. Transit agencies outside of a UZA, but serving the UZA area, may also report passenger data related to trips that began or ended in the UZA. Vanpool trips are an

example of a type of transit trip that may contribute substantial ridership data to a UZA. The reporting of the trips is done by the vanpool provided on behalf of the UZA. These Section 5307 funds generated by the additional reporting stay with the transit agency serving the UZA, it does not return to the agency that reported the passenger data. The reported miles do not impact the Section 5307 apportionment for two (2) years, i.e. the FY 2024-25 miles will count towards FY 2027-28.

CalVans has been reporting these miles on behalf of Visalia Transit for several years, which has resulted in an increase in Section 5307 federal transit funding. Based on the example provided by CalVans with the 2016 agreement, the Visalia UZA, with a total subsidy of $450,000, would receive an additional $1,476,444 in Section 5307 federal funds annually. Over the last several years, based on the 2016 numbers, Visalia Transit has received an estimated $635,110 annually in additional Section 5307 federal funds with an average annual subsidy paid of $193,573, less than the not to exceed amount of $300,000 previously authorized by Council. Increasing the number of vanpools results in a corresponding increase in Section 5307 federal transit funds.

Background Discussion:
The payment of invoices have been delayed while staff explores options for renewing the agreement, whether it be through a current sole source or through the Request for Proposals process. At this time, staff is attempting to verify if there are other qualified vendors in the vanpool industry, the purchasing requirements of the Federal agency, and whether this service should be a sole source to CalVans or some other agency. Staff will be returning to Council to award a contract by December 31,2025 if it can be sole sourced, or by June 1, 2026 if an RFP is required.

Fiscal Impact:
The funding for this contracted service is an ongoing operation cost for the Transit Division budgeted under 4551-55375. This account is budgeted at $132,000 for Fiscal Year 2024-25. To date, there are sufficient funds available to pay the costs through Fiscal Year 2024-25, and any new expenses will be funded in the current fiscal year (FY 25/26). Based on the calculation provided by CalVans in 2016, this will have a $984,296 maximum positive fiscal impact resulting from a total subsidy of $300,000. The funding source that has benefited from Visalia Transit participating in this program is the Section 5307 federal transit grant funds which is used to pay the Operations and Maintenance contract. The more money the City receives for operations means less funds spent from Local Transportation Funds that can be set aside for other City projects.

Prior Council Action:
2016 - Agreement for Services
2019 - Agreement for Services Amendment No. 1
April 17, 2023 - Agreement for Services

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to authorize the payment of past due invoices to the California Vanpool Authority (CalVans)

totaling $130,200 and authorize the continued payment of monthly invoices through December 31, 2025 or the issuance of a new contract, whichever comes first, or through June 1, 2026 if a Request for Proposals is required.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/4/2025

Attachments:

1. Agreement for Services - May 24, 2023
2. City Council Agenda Staff Report - April 17, 2023
3. Agreement Amendment No. 1 - December 17, 2019
4. Agreement for Services - May 3, 2016

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this **24th** day of May, 2023, by and between the City of Visalia (hereinafter referred to as "VISALIA" or "CLIENT") and the California Vanpool Authority (CalVans) (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H

WHEREAS, VISALIA is the recipient of additional Federal 5307 funds through the reporting efforts of CalVans for vanpool trips that travel to or from the Visalia UZA, it is the desire of both parties to encourage local participation in the CalVans program so as to increased 5307 funding to VISALIA; and

WHEREAS, VISALIA is committed to encouraging increased vanpool use in Tulare County through the financial support of vanpool groups traveling to or from Tulare County; and

WHEREAS, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK

A. CONTRACTOR shall perform those services described in the "Project Tasks/Services, Timeline and Budget," Exhibit A attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the AGREEMENT.

B. Time is of the essence in this Agreement.

C. Said services and all duties incidental or necessary thereto shall be performed diligently and competently and in accordance with professional standards of performance.

2. TERM

A. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by VISALIA unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before May 24, 2024,** unless otherwise extended by written authorization and not to exceed a total of five years.

B. Services performed under this Agreement shall commence only upon written Notice to Proceed by VISALIA to CONTRACTOR.

This Agreement includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline, and Budget

Exhibit B. Debarment and Suspension Certification

Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification

3. COORDINATION/STAFFING

A. CONTRACTOR shall assign CalVans Director **as Project Manager** to personally participate in said project. VISALIA also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of VISALIA.

B. Services described in the Scope of Work shall be performed by CONTRACTOR's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," Exhibit A, attached hereto and incorporated by this reference.

4. COMPENSATION

VISALIA shall pay CONTRACTOR a firm fixed fee as shown in Exhibit A of THREE HUNDRED AND NO/100 DOLLARS ($300.00) per vanpool per month for each reported vanpool operation. In no event shall total compensation exceed $300,000 (THREE HUNDRED THOUSAND AND NO HUNDRED AND NO/100 DOLLARS) annually, for the term of one-year or the subsequential four one-year options.

5. INVOICING

A. Invoices for services must be presented to VISALIA quarterly no later than the fifteenth day of the month for the month prior. CONTRACTOR shall submit an invoice to VISALIA stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. VISALIA shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon

receipt of itemized invoices submitted in accordance with this Agreement. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by VISALIA. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and Budget," Exhibit A. No interest or carrying changes shall accrue to CONTRACTOR by reason of delayed payment.

B. Invoicing Format and Content: All invoices submitted to VISALIA for payment shall be sent directly to:

City of Visalia

ATTN: Transit Manager

425 E. Oak Ave., Suite 301

Visalia, CA 93291

1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:

   i. VISALIA's "Bill To" information as stated in the above paragraph;

   ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;

   iii. Invoice date;

   iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;

   v. Total amount due for the billing period;

   vi. Total Contract Value; and

   vii. VISALIA Project Manager

5. AGREEMENT COMPLETION RETAINER

No retainage will be held by VISALIA from progress payments due to CONTRACTOR.

6. SATISFACTORY PERFORMANCE

Payment for services under this Agreement is contingent upon VISALIA's determination that the performance of the CONTRACTOR has been satisfactory.

7. OWNERSHIP OF WORK PRODUCT

A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall vest with VISALIA.

8. ADDITIONAL SERVICES

CONTRACTOR may be requested to perform additional services beyond the original Scope of Services. Such work may be undertaken only upon prior written authorization of VISALIA based upon an agreed amount of compensation.

9. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

VISALIA:	City of Visalia Transit Manager 425 E. Oak Ave., Suite 301 Visalia Ca 93291
CONTRACTOR:	Georgina Landecho, Executive Director 11050 13th Ave. Hanford, CA 93230

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, CONTRACTOR or VISALIA, to whom it is directed; or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to CONTRACTOR or to VISALIA at the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

10. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

A. This document represents the entire and integrated Agreement between VISALIA and CONTRACTOR, and supersedes all prior negotiations, representations and agreements, either written or oral.

B. Any modification or amendment to this Agreement must be in writing.

C. Neither VISALIA nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

12. SEVERABILITY

A. If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

13. TERMINATION

A. Termination of Convenience of VISALIA

VISALIA may terminate this Agreement at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least sixty (60) calendar days before the effective date of such termination. If this Agreement is terminated by VISALIA, as provided herein, VISALIA's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory to VISALIA, in accordance with the cost provisions of this Agreement.

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, VISALIA shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, only

vanpool subsidies billed will be honored, any unbilled subsidies shall not be honored.

14. RECORDS RETENTION AND AUDITS

CONTRACTOR shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by VISALIA and CONTRACTOR's principal place of business during the agreement period and for a period of three (3) years from the date of final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until VISALIA, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

15. SUBCONTRACTING

In accordance with Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

16. ASSIGNMENT

The Agreement shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of VISALIA. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing this Agreement is binding and shall inure to the benefit of the successors and assigns of the parties to this Agreement.

17. INDEMNIFICATION

In no event shall VISALIA, their officers, employees and agents be liable for incidental, indirect, special or consequential damages, lost profits, savings, revenues, lost data, downtime, accidents, death, injury, dismemberment, and other losses whether or not VISALIA, their officers, employees and agents have been advised of the possibility of such damages.

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend VISALIA, their officers, employees and agents from and against any and all actions, claims, demands, damages, disability,

losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR and vanpool users, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Agreement (including design defects and regardless of VISALIA's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of VISALIA. If the adjudicated or admitted sole negligence or willful misconduct of VISALIA has contributed to a loss, CONTRACTOR shall not be obligated to indemnify VISALIA for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Agreement.

18. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to VISALIA.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to VISALIA prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name VISALIA, its public officials, officers and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by VISALIA, its officials, officers or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregates.

B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than $1,000,000/claim.

E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with VISALIA within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to VISALIA prior to the effective date of such cancellation or change in coverage.

F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.

G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming VISALIA, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by VISALIA and that the

insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance VISALIA.

19. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

20. STATEMENT OF ECONOMIC INTEREST

If VISALIA determines CONTRACTOR comes within the definition of CONTRACTOR under the Political Reform Act (Government Code §87100), CONTRACTOR shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with VISALIA disclosing CONTRACTOR and/or such other person's financial interests.

21. MERGER

This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.

22. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, VISALIA may terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that VISALIA may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due VISALIA from CONTRACTOR is determined.

23. NO WAIVER OF BREACH/ TIME

The waiver by VISALIA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

24. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

25. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Tulare.

26. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of VISALIA and is not entitled to participate in any pension plan, insurance, bonus or similar benefits VISALIA provides its employees. In the event VISALIA exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

27. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and

responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold VISALIA harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

28. FEDERAL TAX FORMS

Prior to issuing the initial claim under this Agreement, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

City of Visalia

ATTN: Transit Manager

425 E. Oak Ave., Suite 301

Visalia, CA 93291

or by FAX to: (559) 713-4815. Unless VISALIA receives a completed Tax Form W-9, payments for services performed under this AGREEMENT shall be subject to federal backup withholding.

29. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

A. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to VISALIA that CONTRACTOR has and will keep in effect during the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.

B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to VISALIA for inspection.

30. INTERPRETATION

Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

31. National Transit Database (NTD)

CONTRACTOR shall report all required NTD data in the annual NTD reporting system and provide Visalia a copy of each annual report submitted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

VISALIA:

Signature: _____

Name: _____

Title: _____
City of Visalia

CONTRACTOR:

Signature: _____

Name: _____

Title: _____
California Vanpool Authority

Exhibit A. included in this Agreement as a sample.
Complete Exhibit A. for each individual vanpool and attach to Agreement.

EXHIBIT A. PROJECT TASKS/SERVICES, TIMELINE, AND BUDGET

WHEREAS, VISALIA has entered into an Agreement dated May 24, 2023, with the California Vanpool Authority d.b.a. CalVans (hereinafter referred to as "Contractor"), for the purpose of the following:

1. Contractor shall perform all activities and work necessary to start and administer a vanpool passenger incentive for Vanpool #s _____, including provision of vanpool services. VISALIA has assigned the above vanpool identification number upon receiving and approving a vanpool start application filed by Contractor. Vanpool #s ___ (hereinafter referred to as "Vanpool"), consists of a minimum of six (6) vanpool passengers travelling from or to Tulare County.
2. Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.
3. VISALIA will provide a monthly financial incentive for up to $300.00 (THREE HUNDRED AND NO/100 DOLLARS) per month to support the operation of Vanpool. The total annual amount of the financial incentive is not to exceed $3,600 (THREE THOUSAND AND SIX HUNDRED AND NO/100 DOLLARS) per vanpool.
4. Each Vanpool will transport employees/agricultural employees/college students between their place of residence and place of employment/college for their daily commute. The financial incentive provided by VISALIA will be used by Contractor to encourage commuters to form or join a Vanpool.
5. Contractor shall provide VISALIA with monthly and Annual Reports.
6. Contractor shall collect daily, and report in the Quarterly Reports, monthly information about the following measurements:
    a. Number of riders and full names of riders in vanpool
    b. Daily distance traveled by vanpool
    c. Daily distance traveled by each rider
    d. Monthly distance traveled by vanpool
    e. Calculated vehicle miles traveled (VMT) produced by vanpool each month.
7. Contractor will request subsidy reimbursements monthly and support each request by a Monthly Report. VISALIA will process the Contractor’s incentive invoice payments at least quarterly.
8. VISALIA will retain the right to request mileage and vanpool operational information after the subsidy completion date.
9. Contractor will secure and report to VISALIA vanpool user fees from vanpool riders receiving a financial incentive.
10. Contractor shall affix decal on vanpool denoting “Funded in part by a grant from the City of Visalia.” VISALIA shall supply decals to Contractor. Contractor will provide photo documentation of vanpool showing decal.

CONTRACT DELIVERABLES

1. Interim progress report on a monthly basis
2. Annual report at the end of the first project year, if project continues for more than twelve (12) months
3. Final report

VISALIA:

Signature: _____

Name: **Title:**

City of Visalia (VISALIA)

CONTRACTOR:

Signature: _____

Name: Georgina Landecho **Title:** Executive Director, California Vanpool Authority

End of Exhibit A.

EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and

   d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.

2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to VISALIA.

   If there are any exceptions to this certification, insert the exceptions in the following space.

   Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

   The certification in this clause is a material representation of fact relied upon by VISALIA. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to VISALIA, the Federal Government may pursue available

remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name of Firm

Signature (original signature required)

Date

EXHIBIT C. FEDERAL TAX FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Visalia City Council

Legislation Details (With Text)

File #:	23-0125 **Version:** 1		
Type:	Consent Item	**Status:**	Agenda Ready
File created:	3/29/2023	**In control:**	Visalia City Council
On agenda:	4/17/2023	**Final action:**	
Title:	Authorization for the City Manager to enter into an agreement with California Vanpool Authority (CalVans) to provide vanpool service on behalf of Visalia Transit for a subsidy of $300 per vanpool per month not to exceed $300,000 annually for one (1) single year term and authorize a not to exceed amount payment of $45,000 for the past four months.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. CalVans Agreement - Fully Executed 5.3.16.pdf, 2. CalVans Amendment to Agreement between COV and Cal Vans.pdf		

Date	Ver.	Action By	Action	Result

Agenda Item Wording:
Authorization for the City Manager to enter into an agreement with California Vanpool Authority (CalVans) to provide vanpool service on behalf of Visalia Transit for a subsidy of $300 per vanpool per month not to exceed $300,000 annually for one (1) single year term and authorize a not to exceed amount payment of $45,000 for the past four months.

Deadline for Action: 4/17/2023 - Outstanding invoices that need to be paid.

Submitting Department: Administration - Transit

Contact Name and Phone Number:
Caleb Bowman, Management Analyst, Caleb.Bowman@visalia.city, (559)713-4794
Angelina DeRossett, Transit Manager, Angelina.DeRossett@visalia.city, (559) 713-4591
Nick Mascia, Assistant City Manager, Nick.Mascia@visalia.city, (559) 713-4323

Department Recommendation:
Staff is recommending that City Council authorize the City Manager to enter into an agreement for vanpool service between the City of Visalia and California Vanpool Authority (CalVans) for a subsidy in the amount $300 per vanpool per month not to exceed $300,000 annually for one (1) single year term. Also, staff recommends City Council authorize a not to exceed payment of $45,000 for the past four month's invoices the City has received.

Summary:
Visalia Transit entered into a five (5) year contract with California Vanpool Authority (CalVans) in 2016 which expired in May 2021. Since 2021, Visalia Transit has been in a month-to-month contract as there were conversations with Tulare County Regional Transit Agency (TCRTA) of a joint procurement. Those conversations have not evolved into any actions on Visalia Transit's or TCRTA's

side. Meanwhile, Visalia Transit has been operating on the month-to-month contract that needs to cease. While Visalia Transit staff develops a Request for Proposals (RFP) to award a five-year contract, Staff is seeking authorization to enter into a contract with CalVans for a one-year term and authorization to pay services rendered over the past four months.

Background Discussion:

History

CalVans is a Joint Power Authority (JPA) with membership from ten (10) Council of Governments, including Tulare County Association of Governments (TCAG). CalVans offers employers and their employees a reliable, cost-effective, alternative mode of transportation to the single occupant vehicle (SOV) in areas or on routes that are not efficiently served by public transit. Typically, this is for groups of employees that work for the same employer or employer location, and usually travels across city and county lines. CalVans provides the vehicle, maintenance, fuel, and insurance as a turnkey operation. Riders pay a flat fee for an 8, 10 or 12-passenger van; and one, or more, employees is certified as the driver.

Fare Structure

Currently, CalVans operates about 22 vanpools originating within Visalia city limits. Under this agreement, the City will reimburse CalVans up to $300 per month per vanpool, up to a maximum incentive of $300,000 per year. This $300 will cover an average of 20% of the cost to the vanpool rider. A typical scenario is a 12-passenger van is provided for $1,500 per month. Split 11 ways (driver goes free) comes to $136 per month per rider. If they work an average of 20 days per month, that equates to $6.82 per day or $3.41 each way. With the proposed subsidy, it would cost the rider about $2.73 per one-way trip, which equates very closely with the $1.75 bus fare on a fixed route bus, given that these vanpool trips are typically at least twice the distance.

Funding and Justification

Funding for this agreement will come from the Transit Local Transportation Funds (LTF); however, it will increase the City's annual Federal Transit Administration (FTA) funding allocation under the current formula program by more than twice the proposed budgeted amount. Under the current federal allocation formula, derived from the National Transit Database (NTD), the miles driven by each vanpool is reported and used as one of several factors in the distribution of Urbanized Area Formula Funding program (5307) federal transit funds. The 5307 program under 49 U.S.C. Section 5307 makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance and for transportation related planning in urbanized areas. Visalia's urbanized area (UZA) includes Tulare, Exeter, Farmersville, and Goshen categorizing it as a large UZA with a population of 200,000 or more. For large UZA's, the formula is based on a combination of revenue vehicle miles and passenger miles as well as population and population density. Visalia Transit's 5307 apportionment is utilized to pay its Operations & Maintenance contract by covering up to 50% of its operations and 80% of maintenance costs.

Transit agencies located in an UZA receive a 5307 apportionment based on their annual reporting into the NTD system. This reporting includes how far buses travel, how long they spend traveling, how many riders are carried and the cost to provide the service. Generally, the larger the system, the more 5307 funds are received. Transit agencies outside of a UZA, but serving the UZA area, may also report passenger data related to trips that began or ended in the UZA. Vanpool trips are an example of a type of transit trip that may contribute substantial ridership data to a UZA. The reporting of the trips is done by vanpool provided on behalf of the UZA. These 5307 funds generated by the additional reporting stays with the transit agency serving the UZA, it does not return to the

agency that reported the passenger data. The reported miles do not impact the 5307 apportionment for two (2) years, i.e. the FY 16/17 miles will count towards the FY 19/20.

CalVans has been reporting these miles on behalf of Visalia Transit for several years, which has resulted in an increase in 5307 federal transit funding. Based on the example provide by CalVans with the 2016 agreement, the Visalia UZA with a total subsidy of $450,000, would receive an additional $1,476,444 in 5307 federal funds annually. Over the last six years, based on the 2016 numbers, Visalia Transit has received an estimated $635,110annually in additional 5307 federal funds with an average annual subsidy paid of $193,573. Much less than the not to exceed amount of $300,000 being requested by staff. Increasing the number of vanpools results in a corresponding increase in 5307 funds. Visalia Transit staff have requested updated numbers and are still waiting to receive them. If they are received prior to the April 17th meeting they will be provided to Council.

Vanpools in the Visalia area has many other benefits aside from additional federal funding, such as:

- Reducing Air Pollution
- Reducing Traffic Congestion
- Improving Access to Employment
- Increasing Safety

These are many of the same goals of public transit and this allows Visalia Transit to offer this as an additional option to operating an SOV. In addition to the vanpools operated out of Visalia, there are others operated out of the rural areas of Tulare County. These will also be included in the Visalia reported data, as they have nowhere else to be included currently. Staff recommends the City support this effort to increase the number of vanpools operating out of Visalia by entering into this agreement to incentivize that activity.

Fiscal Impact:
The funding for this contracted service is an ongoing operations cost for Transit budgeted under 4551 -55375. This line item is budgeted at $224,400 for Fiscal Year 22/23. Year-to-date, $147,750 remains for this fiscal year so there are sufficient funds available to pay the costs through this fiscal year. Based on the calculation provided by CalVans in 2016, this will have a $984,296 maximum positive fiscal impact resulting from a total subsidy of $300,000. The funding source that is benefited from Visalia Transit participating in this program is the 5307 grant which is used to pay our Operations and Maintenance contract. The more money the City receives for operations dollars means less money spent out at Local Transit Funds (LTF) that can be set aside for other City projects.

Prior Council Action:
April 16, 2016 - City Council approved the 5-year contract with CalVans.

Other:
None.

Alternatives:
Do not enter into an agreement with California Vanpool Authority (CalVans) but allow the payment of outstanding invoices year-to-date and those incurred during the next 60-day, cancelation period

required under the contract, not to exceed $80,000. This would cancel the agreement with CalVans creating a lapse in service and mileage reported on Visalia Transit's behalf, cause a negative impact on funds Visalia Transit receives through Urbanized Area Formula Funding program 5307 apportionment until a new contract is awarded.

Recommended Motion (and Alternative Motions if expected):

.recommendation

I move to authorize the City Manager to enter into an agreement with CalVans in a not to exceed amount of $300,000 for a signal year term and authorize back payments as discussed in this report not to exceed $45,000.

Environmental Assessment Status:

None.

CEQA Review:

None required.

Attachments:

1) CalVans Agreement - Fully Executed 5.3.16
2) CalVans Amendment to Agreement between COV and CalVans

AMENDMENT NO. 1

Amendment to the Agreement Regarding the Coordination of Ongoing Vanpool Efforts between the City of Visalia and the California Vanpool Authority

This Amendment to the Agreement Regarding the Coordination of Ongoing Vanpool Efforts between the City of Visalia and California Vanpool Authority dated May 3, 2016 hereinafter "Agreement" is made and entered into this 17th day of December, 2019, by and between the City of Visalia "VISALIA" and the California Vanpool Authority "CalVans", hereinafter, municipal corporations of the State of California.

RECITALS

WHEREAS, VISALIA is the recipient of additional Federal 5307 funds through the reporting efforts of CalVans for vanpool trips that travel to or from the Visalia/Tulare UZA, it is the desire of both parties to encourage local participation in the CalVans program so as to increased 5307 funding to VISALIA; and

WHEREAS, VISALIA is committed to encouraging increased vanpool use in Tulare County through the financial support of vanpool groups traveling to or from Tulare County; and

WHEREAS, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services; and

NOW, THEREFORE, IT IS AGREED that the Agreement is hereby amended as follows:

1. Section 4. Compensation should read as follows:

   "In no event shall the compensation exceed $450,000 (FOUR HUNDRED FIFTY THOUSAND AND NO HUNDRED AND NO/100 DOLLARS) annually, for a term of one year with four one-year extensions.

2. All other provisions, terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the date and year first written above.

City of Visalia

Randy Groom
City Manager

California Vanpool Authority

Georgina Cardenas
Executive Director

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 3rd day of May, 2016, by and between the City of Visalia (hereinafter referred to as "VISALIA" or "CLIENT") and the California Vanpool Authority (CalVans) (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, VISALIA is the recipient of additional Federal 5307 funds through the reporting efforts of CalVans for vanpool trips that travel to or from the Visalia/Tulare UZA, it is the desire of both parties to encourage local participation in the CalVans program so as to increased 5307 funding to VISALIA; and

WHEREAS, VISALIA is committed to encouraging increased vanpool use in Tulare County through the financial support of vanpool groups traveling to or from Tulare County; and

WHEREAS, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK

A. CONTRACTOR shall perform those services described in the "Project Tasks/Services, Timeline and Budget," Exhibit A attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the AGREEMENT.

B. Time is of the essence in this Agreement.

C. Said services and all duties incidental or necessary thereto shall be performed diligently and competently and in accordance with professional standards of performance.

2. TERM

A. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by VISALIA unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before June 30, 2017** unless otherwise extended by written authorization and not to exceed a total of five years.

B. Services performed under this Agreement shall commence only upon written Notice to Proceed by VISALIA to CONTRACTOR.

This Agreement includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline, and Budget

Exhibit B. Debarment and Suspension Certification

Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification

3. COORDINATION/STAFFING

A. CONTRACTOR shall assign CalVans Director **as Project Manager** to personally participate in said project. VISALIA also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of VISALIA.

B. Services described in the Scope of Work shall be performed by CONTRACTOR's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," **Exhibit A**, attached hereto and incorporated by this reference.

4. COMPENSATION

VISALIA shall pay CONTRACTOR a firm fixed fee as shown in Exhibit A of THREE HUNDRED AND NO/100 DOLLARS ($300.00) per vanpool per month for each reported vanpool operation. In no event shall total compensation exceed $450,000 (FOUR HUNDRED FIFTY THOUSAND AND NO HUNDRED AND NO/100 DOLLARS) for the entire life of the vanpool subsidy without prior written consent of VISALIA.

5. INVOICING

A. Invoices for services must be presented to VISALIA quarterly no later than the fifteenth day of the month for the month prior. CONTRACTOR shall submit an invoice to VISALIA stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. VISALIA shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this

Agreement. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by VISALIA. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and Budget," Exhibit A. No interest or carrying changes shall accrue to CONTRACTOR by reason of delayed payment.

B. Invoicing Format and Content: All invoices submitted to VISALIA for payment shall be sent directly to:

City of Visalia

ATTN: Transit Manager

425 E. Oak Ave., Suite 301

Visalia, CA 93291

1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:

   i. VISALIA's "Bill To" information as stated in the above paragraph;

   ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;

   iii. Invoice date;

   iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;

   v. Total amount due for the billing period;

   vi. Total Contract Value; and

   vii. VISALIA Project Manager

6. AGREEMENT COMPLETION RETAINER

No retainage will be held by VISALIA from progress payments due to CONTRACTOR.

7. SATISFACTORY PERFORMANCE

Payment for services under this Agreement is contingent upon VISALIA's determination that the performance of the CONTRACTOR has been satisfactory.

8. OWNERSHIP OF WORK PRODUCT

A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall vest with VISALIA.

9. ADDITIONAL SERVICES

CONTRACTOR may be requested to perform additional services beyond the original Scope of Services. Such work may be undertaken only upon prior written authorization of VISALIA based upon an agreed amount of compensation.

10. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

VISALIA:	City of Visalia Transit Manager 425 E. Oak Ave., Suite 301 Visalia Ca 93291
CONTRACTOR:	Ronald Hughes, Executive Director 1340 North Drive Hanford, CA 93230

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, CONTRACTOR or VISALIA, to whom it is directed; or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to CONTRACTOR or to VISALIA at the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

11. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

A. This document represents the entire and integrated Agreement between VISALIA and CONTRACTOR, and supersedes all prior negotiations, representations and agreements, either written or oral.

B. Any modification or amendment to this Agreement must be in writing.

C. Neither VISALIA nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

12. SEVERABILITY

A. If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

13. TERMINATION

A. Termination of Convenience of VISALIA

VISALIA may terminate this Agreement at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least sixty (60) calendar days before the effective date of such termination. If this Agreement is terminated by VISALIA, as provided herein, VISALIA's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory to VISALIA, in accordance with the cost provisions of this Agreement.

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, VISALIA shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, only

vanpool subsidies billed will be honored, any unbilled subsidies shall not be honored.

14. RECORDS RETENTION AND AUDITS

CONTRACTOR shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by VISALIA and CONTRACTOR's principal place of business during the agreement period and for a period of three (3) years from the date of final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until VISALIA, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

15. SUBCONTRACTING

In accordance with Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

16. ASSIGNMENT

The Agreement shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of VISALIA. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing this Agreement is binding and shall inure to the benefit of the successors and assigns of the parties to this Agreement.

17. INDEMNIFICATION

In no event shall VISALIA, their officers, employees and agents be liable for incidental, indirect, special or consequential damages, lost profits, savings, revenues, lost data, downtime, accidents, death, injury, dismemberment, and other losses whether or not VISALIA, their officers, employees and agents have been advised of the possibility of such damages

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend VISALIA, their officers, employees and agents from and against any and all actions, claims, demands, damages, disability,

losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR and vanpool users, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Agreement (including design defects and regardless of VISALIA's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of VISALIA. If the adjudicated or admitted sole negligence or willful misconduct of VISALIA has contributed to a loss, CONTRACTOR shall not be obligated to indemnify VISALIA for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Agreement.

18. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to VISALIA.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to VISALIA prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name VISALIA, its public officials, officers and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by VISALIA, its officials, officers or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregates.

B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than $1,000,000/claim.

E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with VISALIA within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to VISALIA prior to the effective date of such cancellation or change in coverage.

F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.

G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming VISALIA, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by VISALIA and that the

insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance VISALIA.

19. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

20. STATEMENT OF ECONOMIC INTEREST

If VISALIA determines CONTRACTOR comes within the definition of CONTRACTOR under the Political Reform Act (Government Code §87100), CONTRACTOR shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with VISALIA disclosing CONTRACTOR and/or such other person's financial interests.

21. MERGER

This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.

22. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, VISALIA may terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that VISALIA may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due VISALIA from CONTRACTOR is determined.

23. NO WAIVER OF BREACH/ TIME

The waiver by VISALIA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

24. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

25. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Tulare.

26. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of VISALIA and is not entitled to participate in any pension plan, insurance, bonus or similar benefits VISALIA provides its employees. In the event VISALIA exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

27. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and

responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold VISALIA harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

28. FEDERAL TAX FORMS

Prior to issuing the initial claim under this Agreement, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

City of Visalia

ATTN: Transit Manager

425 E. Oak Ave., Suite 301

Visalia, CA 93291

or by FAX to: (559) 713-4815. Unless VISALIA receives a completed Tax Form W-9, payments for services performed under this AGREEMENT shall be subject to federal backup withholding.

29. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

A. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to VISALIA that CONTRACTOR has and will keep in effect during the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.

B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to VISALIA for inspection.

30. INTERPRETATION

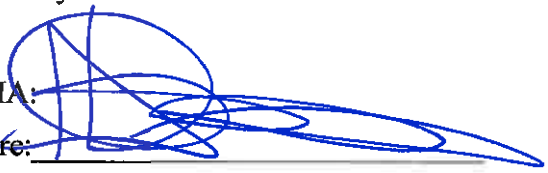
Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

31. National Transit Database (NTD)

CONTRACTOR shall report all required NTD data in the annual NTD reporting system and provide Visalia a copy of each annual report submitted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

VISALIA:

Signature: 

Name: Michael Olmos

Title: City Manager

City of Visalia

CONTRACTOR:

Signature: 

Name: Ronald Hughes

Title: Executive Director

California Vanpool Authority

Exhibit A. included in this Agreement as a sample.
Complete Exhibit A. for each individual vanpool and attach to Agreement.

EXHIBIT A. PROJECT TASKS/SERVICES, TIMELINE, AND BUDGET

WHEREAS, VISALIA has entered into an Agreement dated _____, 20__, with the _____ (hereinafter referred to as "Contractor"), for the purpose of the following:

1. Contractor shall perform all activities and work necessary to start and administer a vanpool passenger incentive for Vanpool #s _____, including provision of vanpool services. VISALIA has assigned the above vanpool identification number upon receiving and approving a vanpool start application filed by Contractor. Vanpool #s ___ (hereinafter referred to as "Vanpool"), consists of a minimum of six (6) vanpool passengers travelling from or to Tulare County.
2. Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.
3. VISALIA will provide a monthly financial incentive for up to $300.00 (THREE HUNDRED AND NO/100 DOLLARS) per month to support the operation of Vanpool. The total annual amount of the financial incentive is not to exceed $3,600 (THREE THOUSAND AND SIX HUNDRED AND NO/100 DOLLARS) per vanpool.
4. Each Vanpool will transport employees/agricultural employees/college students between their place of residence and place of employment/college for their daily commute. The financial incentive provided by VISALIA will be used by Contractor to encourage commuters to form or join a Vanpool.
5. Contractor shall provide VISALIA with monthly and Annual Reports.
6. Contractor shall collect daily, and report in the Quarterly Reports, monthly information about the following measurements:
    a. Number of riders and full names of riders in vanpool
    b. Daily distance traveled by vanpool
    c. Daily distance traveled by each rider
    d. Monthly distance traveled by vanpool
    e. Calculated vehicle miles traveled (VMT) produced by vanpool each month.
7. Contractor will request subsidy reimbursements monthly and support each request by a Monthly Report. VISALIA will process the Contractor's incentive invoice payments at least quarterly.
8. VISALIA will retain the right to request mileage and vanpool operational information after the subsidy completion date.
9. Contractor will secure and report to VISALIA vanpool user fees from vanpool riders receiving a financial incentive.
10. Contractor shall affix decal on vanpool denoting "Funded in part by a grant from the City of Visalia." VISALIA shall supply decals to Contractor. Contractor will provide photo documentation of vanpool showing decal.

CONTRACT DELIVERABLES

1. Interim progress report on a monthly basis
2. Annual report at the end of the first project year, if project continues for more than twelve (12) months
3. Final report

VISALIA:

Signature: _____

Name: Michael Olmos **Title:** City Manager

City of Visalia (VISALIA)

CONTRACTOR:

Signature: _____

Name: Ronald Hughes **Title:** Executive Director

End of Exhibit A.

EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and

   d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.

2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to VISALIA.

   If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted

above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by VISALIA. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to VISALIA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Cal Vans

Name of Firm

Signature (original signature required)

5-16-16

Date

EXHIBIT C. FEDERAL TAX FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

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.
CALIFORNIA VANPOOL AUTHORITY

2 Business name/disregarded entity name, if different from above
CALVANS

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) ▶
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) ▶ **JOINT POWERS AGENCY**

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.)
1340 NORTH DRIVE, PO BOX 209

Requester's name and address (optional)

6 City, state, and ZIP code
HANFORD, CA 93230

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
4 5 - 3 6 8 1 8 0 8

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** ▶ Ronald Tide | **Date** ▶ 12-15-15

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.

File #: 25-0327 **Agenda Date:** 8/4/2025 **Agenda #:** 10.

Agenda Item Wording:
Ordinance Adoption - Second reading and adoption of Ordinance No. 2025-03, amending Visalia Municipal Code Section 5.68 “Massage Establishments” and Zoning Text Amendment No. 2025-02, amending Visalia Municipal Code Title 17 (Zoning), Chapter 17.04 Definitions and Chapter 17.25 Uses in the Mixed Use, Office and Industrial Zones.

Prepared by:
Tracy Robertshaw, Neighborhood Preservation Manager, (559) 713-4187,
tracy.robertshaw@visalia.city; Paul Bernal, Planning and Community Preservation Director, (559) 713 -4025, paul.bernal@visalia.city

Department Recommendation: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 2025-03 amending Visalia Municipal Code Section 5.68 “Massage Establishments” and adoption of Zoning Text Amendment No. 2025-02, amending Visalia Municipal Code Title 17 (Zoning), Chapter 17.04 Definitions and Chapter 17.25 Uses in the Mixed Use, Office and Industrial Zones designating Massage Establishments as a conditionally permitted use in the Regional Commercial (C-R) zone.

Summary:
On July 21, 2025, the City Council held a public hearing to introduce the first reading of Ordinance No. 2025-03, amending Visalia Municipal Code Section 5.68 “Massage Establishments” and Zoning Text Amendment No. 2025-02, amending Visalia Municipal Code Title 17 (Zoning), Chapter 17.04 Definitions and Chapter 17.25 Uses in the Mixed Use, Office and Industrial Zones designating Massage Establishments as a conditionally permitted use in the Regional Commercial (C-R) zone.

Background Discussion:
On May 19, 2025, a work session was held with the City Council to conduct a review of the current ordinance related to massage establishments. During the presentation, the City Council received a staff report, and a staff presentation on a number of changes necessary to the Massage Establishment Ordinance as well as the Zoning Ordinance that governs where massage establishments are permitted.

On July 21, 2025, the City Council held a public hearing and first reading of Ordinance No. 2025-03, amending Section 5.68 Massage Establishments and Zoning Text Amendment No. 2025-02 amending Visalia Municipal Code Title 17 (Zoning), Chapter 17.04 Definitions and Chapter 17.25 Uses in the Mised Use, Office and Industrial Zones to reflect the changes discussed during the work session.

During the First Reading, the proposed revisions were presented and the City Council voted (5-0) to introduce the first reading of Ordinance 2025-03 amending Visalia Municipal Code Section 5.68, and Title 17, Chapter 17.04 and Chapter 17.25.

The second reading of the Ordinance is the final action the City Council takes in order for the

amendment of the Visalia Municipal Code to take effect. Following the second reading and Council adoption, the ordinance will go into effect 30 days following adoption of the second reading.

Fiscal Impact: N/A

Prior Council Action:

On July 21, 2025, Council introduced Ordinance 2025-03 and Zoning Text Amendment 2025-02.

May 19, 2025, the City Council directed staff to move forward with revising Visalia Municipal Code 5.58 Massage Establishments and Visalia Municipal Code Zoning Title 17, Chapter 17.04 and Chapter 17.25.

Other:
On July 14, 2025, the Planning Commission recommended approval of Zoning Text Amendment 2025-02, to the City Council by a 4-0 vote.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve the second reading and adopt Ordinance No. 2025-03, amending Visalia Municipal Code.

Environmental Assessment Status: The requested action is considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA). A Notice of Exemption has been prepared for the project because Section 15061(b)(3) which states that the project is exempted from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

CEQA Review: The requested action is considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA).

Deadline for Action: N/A

Attachments: Ordinance No. 2025-03, amending Section 5.68 Massage Establishments, and Title 17 Zoning, Chapter 17.04 Definitions, and Chapter 17.25 Uses in Commercial, Mixed Use, Office and Industrial Zones.

ORDINANCE No. 2025-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA AMENDING CHAPTER 5.68 OF THE VISALIA MUNICIPAL CODE RELATING TO MASSAGE ESTABLISHMENTS AND TO AMEND VISALIA MUNICIPAL CODE TITLE 17 (ZONING ORDINANCE), CHAPTER 17.04 DEFINITIONS AND CHAPTER 17.25 USES IN THE COMMERCIAL, MIXED USE, OFFICE, AND INDUSTRIAL ZONES, REVISING THE DEFINITION OF MASSAGE ESTABLISHMENTS AND DESIGNATING MASSAGE ESTABLISHMENTS FROM A PERMITTED USE TO A CONDITIONALLY ALLOWED USE IN THE REGIONAL COMMERCIAL (C-R) ZONE

WHEREAS, Ordinance No. 2025-03 is requesting to amend Chapter 5.68 of the Visalia Municipal Code relating to Massage Establishments while said Ordinance is also requesting adoption of Zoning Text Amendment No. 2025-02, a request to amend Visalia Municipal Code Title 17 (Zoning), Chapter 17.04 Definitions and Chapter 17.25 Uses in the Mixed Use, Office, and Industrial Zones, revising the definition of massage establishments and designating Massage Establishments from a permitted use to a conditionally allowed use in the Regional Commercial (C-R) zone. The specific amendments apply City-wide and are specified in Attachments "A", "B", and "C" of this Ordinance; and

WHEREAS, the City of Visalia has seen an increase in requests for businesses seeking to operate Massage Establishments, which resulted in the City Council adopting an urgency ordinance on April 23, 2024, under Government Code section 65858(b), which permits the adoption of interim zoning ordinances as an urgency measure upon findings that there is a current and immediate threat to public health, safety, or welfare; and

WHEREAS, pursuant to Government Code section 65858(b), the urgency ordinance voids after 45 days after its adoption unless extended by a subsequent 4/5 approval by the legislative body after a public hearing with notice of hearing published at least 10 days prior to the hearing along with posting the notice of hearing at least 10 days before the hearing in at least three public places; and

WHEREAS, on June 3, 2024, the City Council adopted the extension of the urgency ordinance which was set to expire on June 7, 2024, for an additional 22 months and fifteen days pursuant to Government Code section 65858(b), which continued the ability of the City to apply the interim regulatory requirements on massage establishments seeking to operate in the City of Visalia; and

WHEREAS, on May 19, 2025, the City Council received a Work Session staff report and directed staff to implement changes to the massage ordinance; and

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on July 14, 2025; and

WHEREAS, the Planning Commission of the City of Visalia considered the Zoning Text Amendment in accordance with Section 17.44.070 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing, and recommended approval of said Zoning Text Amendment to the City Council; and

WHEREAS, the City Council of the City of Visalia, after duly published notice, held a public hearing before said City Council regarding Ordinance No. 2025-03 and Zoning Text Amendment No. 2024-03 on July 21, 2025, and considered said Ordinance and Zoning Text Amendment in accordance with Section 17.44.090 of the Zoning Ordinance of the City of Visalia on the premise that the Planning Commission of the City of Visalia had previously reviewed and recommended approval of an Ordinance through Zoning Text Amendment No. 2025-02; and

WHEREAS, the City Council of the City of Visalia finds that the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines, Code of Regulations Section 15061(b)(3) (common sense exemption), as the proposed Ordinance and zoning text amendment will not in and of themselves have an effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the project is exempt from further environmental review pursuant to CEQA Guidelines, Code of Regulations Section 15061(b)(3).

BE IT FURTHER RESOLVED that the City Council of the City of Visalia hereby makes the following specific findings regarding Zoning Text Amendment No. 2025-02:

1. That the Zoning Text Amendment is needed to achieve the objectives of the Zoning Ordinance (Visalia Municipal Code Title 17) that are prescribed in Section 17.02.020.
2. That the proposed Zoning Text Amendment is consistent with the intent of the General Plan, and Zoning Ordinance, and is not detrimental to the public health, safety, or welfare of people in the City, or materially injurious to properties or improvements in the City.
3. The Zoning Text Amendment update the Zone Use Matrix in Section 17.25.030 based on City Council's direction regarding massage establishments provided at May 19, 2025, City Council Work Session.
4. That the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) (common sense exemption).

NOW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA, has identified the need to amend the existing provisions to the Visalia Municipal Code to update the regulations of Massage Establishments that govern how massage establishments operate and conduct business, these regulations are contained in Chapter 5.68 of the Visalia Municipal Code, along with portions of sections 17.04, and 17.25.030, and these Visalia Municipal Codes are hereby added and/or amended as contained in Attachments "A", "B", and "C" of this Ordinance.

Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

Effective Date. This Ordinance shall take effect thirty days after its adoption.

Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

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

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2025-03 passed and adopted by the Council of the City of Visalia at a regular meeting held on _____ and certify a summary of this ordinance will be published in the Visalia Times Delta.

Dated: LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Ordinance No. 2025-03
ATTACHMENT "A"

MASSAGE ESTABLISHMENTS

5.68.010	*Declaration of purpose and intent.*
5.68.020	*Definitions.*
5.68.030	*Administration.*
5.68.032	*Business license required.*
5.68.034	*Other permits and authorizations required.*
5.68.040	*Exceptions.*
5.68.050	*Certifications required.*
5.68.060	*Massage establishment owner background check required.*
5.68.070	*Permit application.*
5.68.080	*Permit Issuance.*
5.68.090	*Display of permit.*
5.68.100	*Amendments to permit.*
5.68.110	*Requirements for all massage establishment facilities and operations*
5.68.120	*Prohibited conduct.*
5.68.130	*Massage establishment inspections.*
5.68.140	*Suspension or revocation of permit*
5.618.150	*Enforcement and remedies*
5.68.160	*Appeal of permit denial, suspension, or revocation*

5.68.010 Declaration of purpose and intent.

A. In enacting this chapter, the City Council recognizes that massage therapy is a professional pursuit which can offer the public valuable health and therapeutic services, but unless properly regulated, the practice of massage therapy and the operation of massage businesses may be associated with unlawful activity and pose a threat to the quality of life in the local community. It is the purpose and intent of this chapter to provide for the orderly regulation of offices and establishments providing massage therapy services, and to prevent and discourage activities in violation of state law, all in the interests of the public health, safety, and welfare, by providing certain operational standards for such businesses, and by requiring certain minimum qualifications for the operators and practitioners of such businesses. It is the further intent of this chapter to

streamline local massage therapy permitting procedures, while still facilitating and advancing the ethical practice of massage therapy, by relying upon the uniform statewide regulations enacted by the Legislature in 2008 as Business and Professions Code Sections 4600 et seq., known as the Massage Therapy Act, as subsequently amended, and by restricting the commercial practice of massage in the city to those persons duly certified to practice by the California Massage Therapy Council formed pursuant to those statutes.

B. This chapter is not intended to be exclusive, and compliance will not excuse noncompliance with any state or local laws or regulations that are uniformly applied to other professional or personal services businesses including, without limitation, all zoning applications; business license regulations; building, fire, electrical, and plumbing codes; and health and safety code laws and regulations applicable to professional or personal services businesses.

C. This chapter establishes a local regulatory system that allows only state certified massage professionals to operate within the city. This chapter is not intended to regulate massages that are not part of a business occupation. This chapter is also intended to coordinate the timing of the city's business license renewals with the state massage certification process.

5.68.020 Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter. Words and phrases not defined by this chapter have the meaning set forth elsewhere in the Visalia Municipal Code, the California Business and Professions Code, or the California Government Code.

"Authorized massage professional" means a massage professional who is identified in a permit issued pursuant to this chapter as a person employed or retained by a massage establishment to practice massage.

"Business tax certificate" shall mean the physical documentation verifying payment of tax issued by the collector, indicating the tax period covered. "Business License," "City Business License," "City of Visalia Business License," and "Business Tax Permit" are used interchangeably within the City of Visalia Municipal Code to mean "Business Tax Certificate" when used in reference to this title.

"California Massage Therapy Council (CAMTC)" means the California Massage Therapy Council created pursuant to California Business and Professions Code Section 4600 et seq.

"CAMTC-certified massage professional" means any individual currently certified by the California Massage Therapy Council as a massage therapist or massage practitioner pursuant to Business and Professions Code Section 4600 et seq.

"Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

"City" means the city of Visalia.

"City manager" means the person appointed as or serving as the city manager for the City of Visalia.

"Director of finance" and/or "director" means any director of the finance department of the city, or his/her duly authorized deputies, or assistants who may be charged with the collection of business taxes and the issuance of business tax certificates.

"Inspector" means the person or persons designated by the city to conduct any inspections required or

permitted under this chapter.

"Massage," "massage therapy," and/or "bodywork" for the purpose of this chapter means the skillful application of touch, any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating the external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus, or other appliances or devices, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment or other similar preparations. (Exclusions to this chapter are also described in Section 5.68.110. This chapter is not intended to regulate massages that are not part of a business occupation.)

"Massage establishment" means any business that offers massage therapy, baths or health treatments including, but not limited to, aromatherapy, vapor, shower, electric tub, sponge, hot towels, mineral fermentation, sauna, steam or any other type of bath, involving massages or baths in exchange for compensation. Massage businesses with an approved home occupation permit per VMC section 17.32.030 and businesses that provide outcall massage services are also considered to be massage establishments and must also comply with the approved home occupation permit. For purposes of this chapter, the term "massage establishment" may be applied to include establishments which offer or advertise themselves as providing "relaxation" or "tanning" where the essential nature of the interaction between the employee and the customer involves "massage" as defined herein. The terms, names or phrases listed on business license or fictitious name application forms are not necessarily conclusive as to the nature of the business.

"Operator" or "massage establishment operator" means any person who is an owner or manager of a massage establishment.

"Out-call massage service" means any business that provides, refers or otherwise facilitates massage for any consideration at a nonfixed location.

"Owner" or "massage establishment owner" means any of the following persons.

A. The sole proprietor of a sole proprietorship operating a massage establishment.

B. Any general partner of a general or limited partnership that owns a massage establishment.

C. Any person who has a five (5) percent or greater ownership interest in a corporation that owns a massage establishment.

D. Any person who is a member of a limited liability company that owns a massage establishment.

E. All owners of any other type of business association that owns a massage establishment.

"Patron" means an individual on the premises of a massage establishment for the purpose of receiving massage therapy.

"Person" means and includes person(s), firms, corporations, partnerships, associations, joint venture, liability company or other forms of business organization or group.

"Police chief" means the police chief of the city of Visalia or the authorized representatives thereof.

"Reception and waiting area" means an area immediately inside the main entry door of the massage establishment dedicated to the reception and waiting of patrons or visitors of the massage establishment and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

"Recognized school" means any school or institution of learning that is recognized as an approved school

pursuant to Business and Professions Code Division 2, Chapter 10.5, as currently drafted or as may be amended.

"Specified anatomical areas" means and includes any of the following human anatomical areas: genitals, pubic regions, anuses or female breasts below a point immediately above the top of the areola.

"Specified sexual activities" means and includes all of the following:

A. Fondling or other erotic touching of specified anatomical areas;

B. Sex acts including, without limitation, intercourse, oral copulation, or sodomy;

C. Masturbation; or

D. Excretory functions as part of or in connection with any specified sexual activity listed in this definition.

"Sole proprietorship" means a massage establishment where the owner owns one hundred percent of the business and has one or no other employees or independent contractors.

"Visitor" means any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy service, but excludes law enforcement personnel or governmental officials performing governmental business.

5.68.030 Administration

The city manager or city manager's designee is authorized to administer this chapter and to promulgate administrative policies and procedures required to implement the regulations set forth in this chapter.

5.68.032 Business tax certificate required.

The requirements of this chapter are in addition to the requirements imposed pursuant to Chapter 5.04 of this code.

5.68.034 Other permits and authorizations required.

The requirements of this chapter are in addition to any permits or authorizations that may be required under other applicable laws including but not limited to the city's building, fire, zoning, and health regulations.

5.68.040 Exceptions.

A. This chapter does not apply to the following classes of individuals while engaged in the performance of the duties of their respective professions:

1. Physicians, surgeons, chiropractors, osteopaths, podiatrists, physical therapists, nurses, acupuncturists or any other person licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license along with activities by trainees or assistants that are working under the direction of licensed professionals.

2. Barbers, beauticians, cosmetologists, and estheticians with respect to facial massage and scalp massage, who are duly permitted pursuant to Business and Professions Code § 7301, et seq., in accordance with the limitations of their permits.

3. Persons employed or working at a licensed athletic facility or trainers of any amateur, semi-professional, or professional athlete or athletic team, so long as such persons do not practice massage therapy as their primary occupation at any location.

4. Enrolled students of a school of massage when they are performing massage within the city as part of a formal supervised internship or training program operated by the school, without compensation other than school credit, on the premises of a massage establishment duly authorized to operate pursuant to the terms of this chapter; and provided that the operator of the massage establishment has first notified the director in writing of the name, residence address, and school of the students and the dates of the trainings.

5. Businesses where a massage is performed while the person sits in a chair, such as head and neck massage, foot massage, or as part of a manicure or pedicure, and performed in public view or in an open common room

6. Somatic practitioners who use no physical touch of any kind at any time in their practice.

5.68.050 Certifications required.

A. Massage establishment. It is unlawful for any person to own, operate or maintain a massage establishment unless all massage technicians employed by the massage establishment hold a current, valid certification from the CAMTC as a massage practitioner or massage therapist or qualify under the limited exceptions described in this chapter.

B. CAMTC-certified massage professional. It is unlawful for any person to engage in, or carry on, the business or activities of a massage professional technician or otherwise practice massage therapy for compensation within the city without a certification from the CAMTC as a massage professional unless they qualify under the limited exceptions described in this chapter.

C. Out-call massage service. It is unlawful for any person to own, operate, or maintain, an off-premise massage service in the city unless all massage technicians employed by the off-premises massage service hold a current, valid certification from the CAMTC as a certified massage practitioner or certified massage therapist or qualify under the limited exceptions described in this chapter.

D. CAMTC certification exception. The city recognizes that some massage professionals currently practicing in Visalia may not meet the current requirements set forth by the CAMTC due to changes in educational or other requirements particularly changes in requirements concerning hours of schooling although the person has been in practice for a significant period. The city will therefore allow such persons that were working within Visalia prior to the requirements for CAMTC certification being put in place by the city under this "grandfather exception" without certification from the CAMTC if the requirements stated below are met.

The person seeking this exemption must show to the satisfaction of the city police department that he or she worked as a massage therapist or massage practitioner in the city prior to July 1, 2012, which is the effective date of this chapter. The person must also provide evidence to the city that he or she has certification or proof of training in the field from a school or another entity comparable to the CAMTC and has been working as a massage therapist or massage practitioner for a period of at least five (5) years. Finally, the person must provide evidence that they attempted to obtain certification from the CAMTC but were denied and provide the reasons for the denial to show despite their existing training and experience they were not able to qualify for certification from CAMTC.

Persons that are granted an exemption from the CAMTC certification requirement by the city will still be required to meet all other terms of this chapter including but not limited to the background check required of massage establishment owners that are not certified by the CAMTC.

5.68.060 Massage establishment owner background check required.

A. Any person, association, partnership, limited liability company, corporation, or similar business entity desiring to operate a massage establishment that is not a certified massage practitioner or certified massage therapist, (meaning certified by the CAMTC) must make an application to the chief of police for an investigation of the applicant's background and history. A fee to recover costs of the background check must accompany the submission of each application.

1. Each applicant for a background check shall complete the forms required by the Visalia Police Department to conduct the investigation. The forms shall require submission of fingerprints and additional information as may be required by the chief of police in order to verify the information to be included in the application. The application shall be accompanied by the appropriate application fee. The application shall not be deemed to be accepted until the fee is paid. The applicant, by submitting the background investigation form, is consenting to the background investigation conducted by the Visalia Police Department. If the applicant is a business entity, such as a partnership, limited liability company, or corporation, the name of the business entity must be set forth exactly as shown in the articles of incorporation, articles of organization, or similar type of charter document, together with the state and date of formation and names and residence addresses of each of its current officers and directors, and each person, such as a stockholder, member, or limited liability partner, holding an ownership interest of five percent (5%) or more in the business entity. All partners, limited or general, and all persons holding an ownership interest of five percent (5%) or more in the business entity must complete a background application, unless they are certified by the CAMTC. The applicant corporation or partnership must designate one (1) of its officers or general partners to act as its responsible managing officer. Such person must complete and sign all application forms required of any individual applicant under this chapter, but only one (1) application fee will be charged. No person(s) owning less than five percent (5%) of an ownership interest in a corporation are required to complete a background investigation.

2. The name and address of the owner and lessor of the real property upon or in which the massage establishment is to be operated, and a copy of the lease or rental agreement. If the applicant is not the legal owner of the property, a notarized acknowledgment from the owner of the property that a massage establishment will be located on his or her property is required for each massage establishment permit location.

3. The full true names and other names used, the present addresses and telephone numbers, driver's license numbers, and Social Security numbers, and state certificates from the CAMTC or transitional licenses for all massage technicians who will be working as employees or independent contractors at each massage establishment permit location. The applicant must provide the chief of police with any changes in the massage technicians that work at the massage establishment during the permit period within ten (10) working days of each change.

4. The chief of police may require the applicant to furnish fingerprints when needed for the purpose of verifying identification.

5. Such other identification and information as may be required by the chief of police in order to verify the information to be included in the application.

B. The city is allowed a reasonable time, not to exceed sixty (60) days, in which to investigate the information on the application. During the investigation of the background information, a city representative including, without limitation, a member of the police department, fire department, building and safety division, planning division, or any authorized representative thereof, may inspect, with or without notice during regular business hours, the proposed place of business to determine whether it conforms to the requirements of this chapter. Upon completion of the inspection, the city representative must inform the chief of police in writing of the findings of the inspection. Background clearance will be issued, within sixty (60) days of receipt of the application, to any applicant who has furnished all of the information required by this section in the application for such license, provided all of the following apply:

1. The applicant has not made a materially false statement in the application and that all massage technicians who will be working as employees or independent contractors at each massage establishment permit location possesses certification from the CAMTC as a massage practitioner or massage therapist;

2. The applicant, if an individual, or in the case of an applicant which is a corporation or partnership, any of its officers, directors, or shareholder of the corporation's stock required to complete a background investigation, has not been convicted in a court of competent jurisdiction of any of the following offenses: Penal Code §§ 207; 236.1; 243.4; 261; 266a through 266j; 267; 314 to 316; 318; or 647(a, b, d, j); 653.23 any offense requiring registration under Penal Code § 290 or Health and Safety Code § 11590; or any felony offense involving the possession, possession for sale, sale, transportation, furnishing, or giving away of a controlled substance specified in Health and Safety Code §§ 11054 to 11058, as amended; or any offense in another state which, if committed in California, would have been punishable as one (1) or more of the heretofore mentioned offenses; or any offense involving the use of force or violence upon the person of another; or any offense involving theft, embezzlement or moral turpitude;

3. The applicant, if an individual, is at least eighteen (18) years of age;

4. The applicant has not had a massage technician, massage establishment, escort service, nude entertainment, nude photo studio or similar type of license or permit suspended unless the applicant can show a material change in circumstances or that mitigating circumstances exist since the revocation or suspension.

5.68.070 Permit Application

A. The owners of the massage establishment shall file an application for a permit on a form provided by the city. The application shall be accompanied by the fee established by the city's fee schedule. The application shall include the following information:

1. The name, address, and telephone number of the massage establishment.

2. The name, residence address and telephone number, and business address and telephone number of each owner of the massage establishment.

3. The form of business under which the applicant will be conducting the massage establishment, i.e., corporation, general or limited partnership, limited liability company, or other form. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than five (5) percent of the stock of the corporation. If the applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If

one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one or more of the members is a partnership, limited liability company, or corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate applicant shall apply, as applicable.

4. The name and address of the owner and lessor of the real property upon or in which the massage establishment is to be operated, and a copy of the lease or rental agreement. If the applicant is not the legal owner of the property, a notarized acknowledgment from the owner of the property that a massage establishment will be located on his or her property is required for each massage establishment permit location

5. If the massage establishment will be located on a property in a commercial condominium or other common interest development, the applicant shall submit a notarized statement from the condominium owner's association acknowledging that the association has been advised that a massage establishment will be operated by the applicant and that such use of the property is allowed by the property's covenants, codes, and restrictions. An application may be denied if the property owner does not allow such a business to be operated at the proposed location.

6. A description of the proposed massage establishment, including the type of treatments to be administered.

7. The name of each individual who the massage establishment employs or retains to perform massage therapy for compensation, whether on or off the massage establishment premises.

8. For each individual who the massage establishment does or will employ or retain to perform massage therapy, whether on or off the massage establishment premises, a copy of that individual's current certification from CAMTC as a certified massage practitioner or certified massage therapist, and a copy of his or her current CAMTC issued identification card.

9. The name of each individual who is regularly employed or retained by the massage establishment to perform services on the premises other than massage therapy, and the nature of their services.

10. For each owner of the massage establishment who is a CAMTC-certified massage professional, a copy of his or her current certification from the CAMTC as a certified massage practitioner or as a certified massage therapist and a copy of his or her current CAMTC-issued identification card.

11. Whether any certificate, license or permit has ever been issued to the applicant by any jurisdiction under the provisions of any ordinance or statute governing massage or somatic practice, and as to any such certificate, license or permit, the name and address of the issuing authority, the effective dates of such certificate, license or permit, whether such certificate, license or permit was ever suspended, revoked, withdrawn, or denied; by any governmental authority; or the applicant has had any massage therapist or massage practitioner permit, license, or certification denied, revoked or suspended by the CAMTC, provide copies of any documentary materials relating to such suspension, revocation, withdrawal, or denial.

12. Such other information as may be required by the permit authority to determine compliance with any other eligibility requirements for issuance of the permit as specified by federal, state, or local law.

13. *A statement that within the last five (5) years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor*

Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

5.68.080 Permit Issuance

A. The director shall issue the business tax certificate for the massage establishment, also referred to as the massage establishment permit after the Planning and Community Preservation Department, Planning Division has determined that the applicant meets applicable municipal code requirements including but not limited to the Zoning Ordinance, this chapter, and no grounds for denial exist.

B. Notice to Property Owner. If the applicant is not the record owner of the property where the massage establishment is located, the director may send a written notice to the property owner advising of the issuance of the permit and of the regulations applicable to the massage establishment. The director may also provide the property owner with copies of any other notices or communications with the applicant sent at any time before or after issuance of the permit.

D. Denial of Permit. The director or designee may deny an application for a massage establishment permit or suspend an existing permit on any of the following grounds:

1. The massage establishment does not comply with any applicable law, including, but not limited to the city's building, fire, zoning, and health regulations.

2. It has been determined that the applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for a massage establishment permit.

3. Any owner of the massage establishment has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any felony the commission of which occurred on the premises of a massage establishment.

4. Any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code.

5. Any owner of the massage establishment has engaged in or been convicted in a court of competent jurisdiction of any violation previously listed in Section 5.58.060(B) of this chapter, or has had a permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction.

6. Any owner of the massage establishment currently owns or operates a massage establishment in the city of Visalia that is not in good standing due to the existence of uncorrected violations or unpaid fines or fees.

5.68.090 Display of Certificates

Any owner of a massage establishment or off-premise massage service must display the CAMTC certificates for all massage technicians prominently in a conspicuous place, capable of being viewed by customers or city representatives, at every location where massage is performed or conducted.

For off-premise massage services, massage workers must also carry a copy of their CAMTC certificate and display it to customers upon request.

Any persons operating under the limited exception from CAMTC certification described in Section 5.68.050 must display the statement from the city documenting their exemption prominently in a conspicuous place capable of being viewed by customers or city representatives, or carry it with them for off-premise massage services.

5.68.100 Amendments to permit

A. Whenever the information provided in the application for a certified massage establishment on file with the city changes, the operator shall file an application to amend the permit to reflect such change. An application to amend a massage establishment permit shall be made by applying on a form provided by the director. The application shall be accompanied by the fee established by the city's fee schedule.

B. The application shall not be approved unless the director determines that the terms of the amended permit comply with all requirements of this chapter and all other local, state, and federal laws, and the massage establishment has no outstanding violations or unpaid citations or fees. Inspection of the massage establishment may be required prior to approval of the amendment.

C. An amendment shall not be used to change the location or owners of a massage establishment. Instead, a new permit application is required.

D. A denial of an application to amend a massage establishment permit may be appealed in the same manner as an initial application as set forth in section 5.68.160 of this chapter and in chapter 1.13 of the Visalia Municipal Code.

5.68.110 Requirements for all massage establishment facilities and operations

A. No Massage Establishment located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area with any material that obstructs, blurs, or unreasonably darkens the view into the premises.

B. Minimum lighting consisting of at least one artificial light that sufficiently illuminates items in the room, making them distinguishable, shall be required in all areas where massage services are provided.

C. Living Quarters Prohibited. No person or persons shall be allowed to reside, dwell, occupy or live inside a Massage Establishment at any time. Beds, floor mattresses, dressers, nightstands, pullout couches or other furniture that converts into a bed shall not be permitted on the premises.

D. No person shall enter, be or remain in any part of a Massage Establishment while in possession of an open container of alcohol, or consuming or using any alcoholic beverages or controlled drugs except pursuant to a prescription for such drugs. The Owner, Operator, or responsible managing Employee, shall not permit any such person, or any person who is clearly intoxicated, to enter or remain upon the premises.

E. No Massage Establishment shall operate a school of massage or use the same facilities as that of a school of massage.

5.68.120 Prohibited conduct

A. It is unlawful for any massage technician or any other employee working in a massage establishment or for an out-call massage service, or customers, patrons, or guests of the establishment or service, to engage in any specified sexual activities upon the premises of the massage establishment or the off-premises massage location.

B. It is unlawful for any massage technician or other employee of a massage establishment to expose specified anatomical areas in the presence of any patron, customer, or guest.

C. In the course of administering the massage, it is unlawful for any massage technician or other massage establishment employee to make intentional physical contact with the specified anatomical areas of any customer, patron or guest.

5.68.130 Massage establishment inspections

The operator and/ or on duty responsible managing employee shall consent to the inspection of the massage establishment by the City's Building and Safety Division, Code Enforcement Division, Fire Department and Police Department and the County Health Department for the purpose of determining that the provisions of this ordinance or other applicable laws or regulations are met. The City's Building and Safety Division, Code Enforcement Division, Fire Department and Police Department and the County Health Department may, from time to time, make unannounced inspections of each massage establishment for the purpose of determining that the provisions of this chapter, State law or other applicable laws or regulations are met.

5.68.140 Suspension or revocation of permit

A. All massage establishment operators shall be deemed to know and understand the requirements and prohibitions of this chapter. A determination to suspend or revoke a permit issued under this chapter may be made by the inspector following an inspection. Suspensions may be issued until a specific violation has been corrected, which requires an inspection by the City for confirmation of correction. If a suspension is issued, then no massage business may be conducted by the permit holder at the specified location, or by the specified license holder. Any massage establishment permit issued pursuant to this chapter may be suspended or revoked if any of the following have occurred on even a single occasion:

1. The permittee or any person employed or retained by the massage establishment has violated any provision of this chapter, including but not limited to failing to obtain or renew their permit to operate as a massage establishment.

2. That the applicant practiced fraud or deceit in obtaining an approval under this chapter or of California Business and Professions Code Sections 4600 et seq.

3. Any disciplinary action taken by CAMTC shall be considered in determining grounds for revocation.

4. The permittee or any person employed or retained by the massage establishment has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of any penal code listed in 5.68.060 B, or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.

5. The permittee or any person employed or retained by the massage establishment is required to register under Section 290 of the California Penal Code.

6. The permittee has been subject to a permanent injunction against the conducting or maintaining of

a nuisance pursuant to this code, or Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California.

7. The permittee or any person employed or retained by the massage establishment has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment or practiced fraud or deceit in obtaining an approval under this chapter.

8. The permittee has continued to operate the massage establishment after the massage establishment permit has been suspended.

9. Massage has been performed on the premises of the massage establishment, with or without the permittee's actual knowledge, by any person who is not a duly authorized CAMTC-certified massage professional.

10. A person who is not a duly authorized CAMTC-certified massage professional has provided outcall massage services through or on behalf of the massage establishment.

11. There have been one or more acts prohibited under California Penal Code listed in 5.68.060 B taking place on the premises of the massage establishment, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee.

12. The permittee or any person employed or retained by the massage establishment or any other person on the premises of the massage establishment has engaged in conduct or committed acts that a reasonable person in the patron's position would understand as an offer to perform on or engage in with the patron acts that are sexual in nature or that involve touching of the patron's genitals, or anal region.

13. The permittee or any person employed or retained by the massage establishment has engaged in sexually suggestive advertising related to massage services on the premises of the massage establishment, including, but not limited to displaying photographs of individuals clothed in swim attire, or attire that is transparent, see-through or substantially exposes the individual's undergarments, breasts, buttocks, or genitals, describing massage services as "erotic," "sensual" or similarly sexual in nature, listing advertisements in adult media, or describing the appearance or age of massage providers.

14. The permittee or any person employed or retained by the massage establishment has failed to keep the facilities and operations of the massage establishment in compliance with this chapter, or any applicable law including but not limited to the city's building, fire, zoning, and health regulations, and that the owner or operator has failed to promptly remedy any deficiency of which they have been notified. For purposes of this subsection, "notice" means notice given personally, or by leaving notice at the massage establishment premises, or by first class mail, postage prepaid, to the address designated by the massage technician or establishment in accordance with this chapter.

15. That the business tax and permit approval was issued in error;

16. If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

17. *Upon a determination on the grounds to suspend or revoke an approval under this chapter, a notice of suspension or revocation is to be mailed by first class, postage prepaid mail, to the address designated by the massage technician or establishment pursuant to this chapter or alternatively may be delivered in person to the massage technician or establishment licensed pursuant to this chapter.*

5.68.150 Enforcement and penalties

A. Any person violating any provision of this chapter is liable in a civil action brought by the city attorney for an amount up to $500 per violation. Such person is also liable for reasonable attorneys' fees and costs incurred by the city attorney in any civil proceeding filed to enforce this chapter. Each day that a violation continues may be considered a new and subsequent offense.

B. Alternatively the city may choose to enforce violations through the administrative code enforcement process described in Chapter 1.13 of the Visalia Municipal Code, with violations being punishable with a $100 fine for the first violation, a $200 fine for the second violation, and a $500 fine for the third and subsequent violations. Each day that a violation continues may be considered a new and subsequent offense.

C. Enforcing this chapter through civil action may be filed as an alternative to criminal enforcement. Civil enforcement does not require the violation to be knowing or willful.

D. The city attorney may settle any civil enforcement before or after the filing of a civil action by imposing a civil penalty in an amount not exceeding the potential civil liability, including attorneys' fees, set forth in this section. If such civil penalty is paid in full, the city attorney can agree not to file civil or criminal actions or, if action has already been filed, may dismiss such action. Imposition of all civil penalties is public record.

5.68.160 Appeal of denial, suspension, or revocation

After denial of an application for a massage establishment regulatory permit (the term permit includes the "grandfather exception" to CAMTC certification described in this chapter, or after denial of renewal of a permit, or suspension or revocation of a permit, the applicant or person to whom the permit was granted may appeal the decision to the city manager, or designee, by filing a written notice with the City of Visalia Planning and Community Preservations Department within ten (10) business days from the date of the notice of denial, suspension, or revocation. The city manager or designee shall hold a hearing on the appeal. The City Manager may designate the administrative hearing officer appointed to review appeals of City of Visalia administrative code enforcement matters under Chapter 1.13 of the Visalia Municipal Code as the hearing officer for appeals of massage establishment permit denials, suspensions, or revocations, and this appeal shall be heard under the rules for administrative appeals in Chapter 1.13. The decision of the city manager, or designee, following the hearing shall be final and conclusive. There is no appeal to the City Council. If the denial, suspension or revocation is affirmed on review the applicant or permittee may seek judicial review of such administrative action pursuant to California Code of Civil Procedure § 1094.5. The time for filing such action is governed by California Code of Civil Procedure § 1094.6.

Ordinance No. 2025-03

ATTACHMENT "B"

Section 1. Visalia Municipal Code Title 17 (Zoning Ordinance) is hereby amended, to read as follows, as specified by as specified by *underline & italics* for additions and ~~strikeout~~ for deletions:

Chapter 17.04 Definitions

~~"Massage Therapy Establishment" means an establishment offering massage, alcohol rub, fomentation, electric or magnetic treatment, or similar treatment or manipulation of the human body by a Certified Massage Therapist.~~

"Massage Establishment" means any business that offers massage therapy, baths or health treatments including, but not limited to, aromatherapy, vapor, shower, electric tub, sponge, hot towels, mineral fermentation, sauna, steam or any other type of bath, involving massages or baths in exchange for compensation. Massage businesses with an approved home occupation permit per Visalia Municipal Code Section 17.32.030 and businesses that provide outcall massage services are also considered to be massage establishments and must also comply with the approved home occupation permit.

Ordinance No. 2025-03

ATTACHMENT "C"

Section 1. Visalia Municipal Code Title 17 (Zoning Ordinance) is hereby amended, to read as follows, as specified by as specified by *underline & italics* for additions and ~~strikeout~~ for deletions:

Chapter 17.25.030 Uses in the Commercial, Mixed Use, Office and Industrial Zones.

USE	Commercial and Mixed Use Zones					Office Zones			Industrial Zones		Special Use Standards (See identified Chapter or Section)
	C-N	C-R	C-S	C-MU	D-MU	O-PA	O-C	BRP	I-L	I	
Massage ~~Therapist~~ *Establishment*	C	~~P~~ *C*		C	C	C	C				Chapter 5.68

Visalia City Council

Staff Report

File #: 25-0326 **Agenda Date:** 8/4/2025 **Agenda #:** 11.

Agenda Item Wording:
Prezone Ordinance Adoption - Second Reading and adoption of Ordinance No. 2025-04, a request by the City of Visalia to adopt a prezone of the property related to Annexation No. 2024-03, undergoing annexation into the City limits of Visalia. The prezone will change zones on the Official Zoning Map of the City of Visalia from 284 acres of unzoned to approximately 253 acres of Industrial (I) zone designation and approximately 31 acres of I-L (Light Industrial), consistent with the land use designations of the Visalia General Plan Land Use Map and consistent with Section 17.06.050 of the Visalia Municipal Code. The proposed Project is located on approximately 284 acres, on the north side of Riggin Avenue between Shirk Street and Kelsey Street. (APN: 077-840-004, 005, 006).

Prepared by:
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Department Recommendation: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 2025-04 for a Prezone to Annexation No. 2024-03 pertaining to the Shirk-Riggin Industrial Park.

Summary:
The proposed Prezone action upon Annexation No. 2024-03 is a city-initiated request being made to confirm the zone designations of Industrial (I) and Light Industrial (I-L) for property undergoing annexation into the City limits of Visalia.

Background Discussion:
The zone designations in this Prezone are synonymous with the previous actions of Planning Commission and City Council on the corresponding annexation. This Prezone does not make any new change to the zoning upon the project site, nor does it result in any change to the underlying project (i.e. Shirk-Riggin Industrial Park) associated with the annexation.

Annexation No. 2024-03 is an annexation proposed by Seefried Industrial Properties, Inc. to annex three parcels totaling approximately 284 acres into the City limits of Visalia. This annexation will facilitate the development of a large-scale industrial park on the subject site.

The City Council held a public hearing on March 17, 2025, and approved a Resolution to initiate proceedings toward filing the annexation application with the Tulare County Local Agency Formation Commission (LAFCO). The City Council Resolution initiating the annexation proceedings, confirmed the Industrial and Light Industrial zone designations to be assigned to the property upon annexation to the City are consistent with the General Plan Land Use Map. This confirmation of zone designations was done following past practices wherein the City relied upon its adopted General Plan Land Use Map together with the Visalia Municipal Code Section 17.06.050(A) to effectuate the zoning on the project prior to filing with LAFCO. City staff, based on an internal review of our

processes, have decided to revise the prezoning process to incorporate a formal adoption of an ordinance that establishes the specific prezoning of each proposed annexation.

Updating Process to Adopt a Specific Zoning Amendment Ordinance:
While the City maintains that its manner of prezoning prescribed in Section 17.06.050 complies with State law by meeting Government Code Sections 56375 and 65859, a more explicitly formal procedure could also be utilized. Such procedure would be to enact an ordinance reviewing the General Plan designation for the property proposed for annexation, the proposed usage of that property, then, by ordinance, direct the change from "unzoned" to the equivalent zoning as prescribed by the General Plan land use map (substantiated in the Implementation chapter of the General Plan). This additional step for the City Council to adopt an ordinance declaring prezoning on a project-by-project basis is beneficial in that it requires a specific review and record of the underlying project and the proposed zoning by a project-specific ordinance prezoning the property instead of relying on the general city-wide ordinance for prezoning. The more formal project specific ordinance is commonly used by municipalities throughout the State of California, and following statewide practices can simplify working with developers that have projects in other areas of California.

Fiscal Impact: No impact to the City. Future development of the property will require the developer to pay development impact fees.

Prior Council Action:
On July 21, 2025, the City Council held a public hearing regarding the Introduction and first Reading of Ordinance No. 2025-04. No public comment was received on the item. The item was approved by the City Council on a 5-0 vote.

The City Council had previously acted on entitlements related to the Shirk-Riggin Industrial Park. On March 17, 2025, the Council voted (4-0) to certify an EIR, approve General Plan Amendment No. 2025-01, initiate Annexation No. 2024-03, and conduct the First Reading of Ordinance No. 2025-02 for authorization to enter into a Development Agreement. On April 7, 2025, the City Council voted to approve the Second Reading of Ordinance No. 2025-02.

Other: On February 10, 2025, the Planning Commission held a public hearing regarding the Shirk-Riggin Industrial Park. The Planning Commission recommended approval of the annexation initiation request to the City Council and recommended approval of other entitlements by a 5-0 vote.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to approve for second reading Ordinance No. 2025-04, a request by the City of Visalia to adopt a Prezone to Annexation No. 2024-03.

Environmental Assessment Status: An Environmental Impact Report was prepared for the proposed project.

CEQA Review: A Draft and Final Environmental Impact Report (EIR) (State Clearinghouse Number 2022080658), incorporated herein by reference, has been prepared in association with the Shirk and Riggin Industrial Park project, in accordance with the California Environmental Quality Act (CEQA). This EIR was certified by the City Council on March 17, 2025 by Resolution No. 2025-09. The City

Council's action included the adoption of a Finding of Fact, Statement of Overriding Considerations, and Mitigation and Monitoring Plan. This certified EIR is being utilized for consideration of the prezone's environmental analysis in accordance with CEQA. The proposed Prezone action, which was considered by the EIR, has no new effects that could occur, or new mitigation measures that would be required that have not been addressed within the scope of the Shirk & Riggin Industrial Park Project EIR. The Environmental Impact Report adequately analyzed and addressed this proposed project and determined that there would be significant impacts resulting from the development of the Shirk & Riggin Industrial Park Project. A Mitigation and Monitoring Plan adopted with the EIR includes mitigation measures that reduce or eliminate the severity of some of these impacts to a level that is less than significant.

Deadline for Action: 8/4/2025

Attachments:

1. Ordinance No. 2025-04
2. City Council Staff Report from July 21, 2025
3. Related Plans and Policies

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA APPROVING A PREZONING ORDINANCE TO ANNEXATION NO. 2024-03: A REQUEST BY THE CITY OF VISALIA TO PREZONE BY ORDINANCE THE PROPERTY UNDERGOING ANNEXATION INTO THE CITY LIMITS OF VISALIA. THE PREZONE WILL CHANGE ZONES ON THE OFFICIAL ZONING MAP OF THE CITY OF VISALIA FROM 284 ACRES OF UNZONED TO APPROXIMATELY 253 ACRES OF INDUSTRIAL (I) ZONE DESIGNATION AND APPROXIMATELY 31 ACRES OF I-L (LIGHT INDUSTRIAL), CONSISTENT WITH THE LAND USE DESIGNATIONS OF THE VISALIA GENERAL PLAN LAND USE MAP AND CONSISTENT WITH SECTION 17.06.050 OF THE VISALIA MUNICIPAL CODE. THE PROPOSED PROJECT IS LOCATED ON APPROXIMATELY 284 ACRES, ON THE NORTH SIDE OF RIGGIN AVENUE BETWEEN SHIRK STREET AND KELSEY STREET. (APN: 077-840-004, 005, 006)

WHEREAS, Prezone to Annexation No. 2024-03 is a request by the City of Visalia to adopt a prezoning ordinance for the property undergoing annexation into the City limits of Visalia. The prezoning will change zones on the Official Zoning Map of the City of Visalia from 284 acres of unzoned to approximately 253 acres of Industrial (I) zone designation and approximately 31 acres of Light Industrial (I-L) zone designation, consistent with the land use designations of the Visalia General Plan Land Use Map and consistent with Section 17.06.050 of the Visalia Municipal Code; and

WHEREAS, Seefried Industrial Properties, Inc. has submitted entitlement applications with the City of Visalia including but not limited to General Plan Amendment No. 2025-01 and Annexation No. 2024-03, to facilitate annexation and approval of the Shirk-Riggin Industrial Park project, which will include over 3.7 million square feet of light industrial and flex industrial uses, together with other compatible non-industrial uses and related on and off-site improvements on approximately 284 acres to be located within the City of Visalia; and

WHEREAS, the specific changes of organization requested consist of detachment of the project area territory from the County of Tulare and annexation to the City of Visalia; and

WHEREAS, the territory to be annexed is within the Planning Area Boundary and the Urban Growth Boundary of the City of Visalia; and

WHEREAS, under General Plan Amendment No. 2025-01, which was recommend for approval by the Planning Commission on February 10, 2025, and was approved by the City Council of the City of Visalia on March 17, 2025, amended the General Plan Land Use Map to change the land use designation for the project site to Industrial, Light Industrial, and Conservation, to facilitate prezoning of the project site to the proposed Industrial (I) and Light Industrial (I-L) zones in accordance with consistent with Section 17.06.050 of the Visalia Municipal Code; and

WHEREAS, the proposed I and I-L zone districts are consistent with Industrial and Light Industrial land use designations of the General Plan, respectively, in accordance with Table 9-1: Consistency Between the Plan and Zoning; and

WHEREAS, the City of Visalia does not utilize corresponding zone districts for rivers, creeks, and ditches having a Conservation land use designation, and therefore the corresponding pre-zoning of such areas shall be classified to the centerline the same as the property adjoining Modoc Ditch; and

WHEREAS, Government Code (CGC) § 56375(a)(7) requires, as a condition to annexation, that a city prezone of the territory to be annexed or present evidence satisfactory to the Local Agency Formation Commission (LAFCO) that the existing development entitlements on the territory are consistent with the city's general plan; and

WHEREAS, pursuant to the City's Municipal Code and State Planning and Zoning Law, the Planning Commission of the City of Visalia is authorized to review and make recommendations to the City Council of the City of Visalia for actions related to the establishment of land use and zone designations on behalf of the City, which include General Plan Amendments and Change of Zones and extends to prezone actions; and

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on July 14, 2025, and considered the Prezone to Annexation No. 2024-03 to be in accordance with Chapter 17.02, Chapter 17.06, and Chapter 17.44 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing, and recommended that the City Council approve an Ordinance for the Prezone of Annexation No. 2024-03; and

WHEREAS, the Planning Commission of the City of Visalia adopted Resolution No. 2025-33 recommending approval of the Prezoning for the Project; and,

WHEREAS, the City Council of the City of Visalia, after ten (10) days published notice, held a 1st reading and public hearing for the Prezone of the Annexation on July 21, 2025; and,

WHEREAS, the City Council of the City of Visalia, approved the first reading of Ordinance No. 2025-04 on July 21, 2025, and has considered the second reading of Ordinance No. 2025-04 on August 4, 2025; and,

WHEREAS, the City Council of the City of Visalia finds the Prezone to Annexation No. 2024-03 to be in accordance with Chapter 17.02, Chapter 17.06, and Chapter 17.44 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing; and,

WHEREAS, the City Council considers that the proposed project has no new effects that could occur, or new mitigation measures that would be required that have not been addressed within the scope of the Environmental Impact Report (EIR) for the Shirk & Riggin Industrial Park Project (SCH# 2022080658), certified by the Visalia City Council on March 17, 2025, by Resolution No. 2025-09. The Environmental Impact Report adequately analyzed and addressed this proposed project and determined that there would be significant impacts resulting from the development of the Shirk & Riggin Industrial Park Project. A Mitigation and Monitoring Plan adopted with the EIR includes mitigation measures that reduce or eliminate the severity of some of these impacts to a level that is less than significant.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Visalia finds that Final EIR for the Shirk & Riggin Industrial Park Project, State Clearinghouse No. 2022080658, was prepared consistent with the California Environmental Quality Act and City of Visalia Environmental Guidelines.

BE IT FURTHER RESOLVED that the City Council of the City of Visalia approves an Ordinance to Prezone designations for Annexation No. 2024-03, pursuant to Visalia Municipal Code Section 17.44.090 based on the following specific findings and evidence presented:

1. The proposed prezoning is consistent with the policies and intent of the General Plan and Zoning Ordinance of the City of Visalia.
2. The proposed prezoning would not be detrimental to the public interest, health, safety, convenience, or welfare of the city.
3. The proposed prezoning is internally consistent with other applicable provisions of these regulations.
4. The site is physically suitable (including ability to meet requested zoning regulations, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses.
5. That the proposed prezoning, being processed as a Zone Amendment in accordance with Chapter 17.44 of the Visalia Municipal Code, is being done to achieve the objectives of the Zoning Ordinance prescribed in Section 17.02.020, which are established as a means to preserve and promote the public health, safety and welfare of the city, and of the public generally and to facilitate growth and expansion of the municipality in a precise and orderly manner, and is being done to confirm the classification of the zone designation that is consistent with the Visalia General Plan, in accordance with Section 17.06.050 of the Zoning Ordinance.
6. That the Environmental Impact Report prepared and certified for the Shirk & Riggin Industrial Park Project (SCH# 2022080658) includes the proposed pre-zoning in its project description.
7. That no new information has arisen since certification of the Environmental Impact Report that alters its analysis of impacts or conclusions as to effects and required mitigation. Therefore, the EIR adequately addresses environmental impacts associated with this project.

BE IT FURTHER RESOLVED that the City Council of the City of Visalia approves the 2nd Reading of an Ordinance of the Prezone to Annexation No. 2024-03, as depicted per Exhibit “A”, on the real property described herein, in accordance with the terms of this resolution and under the provisions of Chapter 17.02, Chapter 17.06, and Chapter 17.44 of the Ordinance Code of the City of Visalia.

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

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

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2025-04 passed and adopted by the Council of the City of Visalia at a regular meeting held on August 4, 2025, and certify a summary of this ordinance will be published in the Visalia Times Delta.

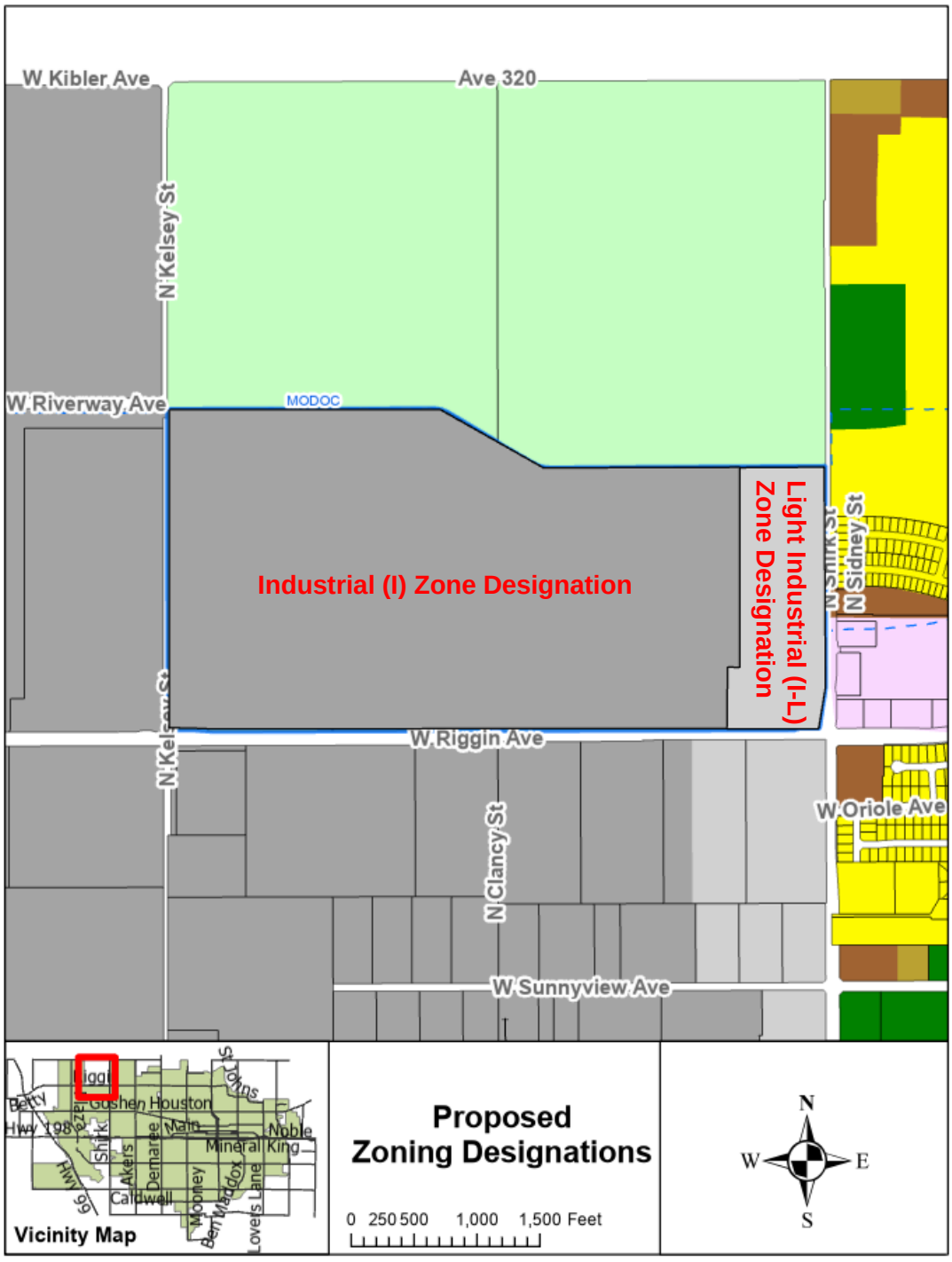
Dated: August 4, 2025 LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

EXHIBIT “A” OF ORDINANCE NO. 2025-04,
AN ORDINANCE OF THE CITY COUNCIL
APPROVING A PREZONING PERTAINING TO ANNEXATION NO. 2024-03
WHICH PERTAINS TO THE SHIRK AND RIGGIN INDUSTRIAL PARK PROJECT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

Section 1: The zone classifications of the Zoning Map shall be changed as follows, upon the effective date of Annexation No. 2024-03.



Legislation Details (With Text)

File #:	25-0267 **Version:** 1		
Type:	Public Hearing Item	**Status:**	Agenda Ready
File created:	6/17/2025	**In control:**	Visalia City Council
On agenda:	7/21/2025	**Final action:**	
Title:	Prezone Ordinance Adoption - An Introduction and first Reading of Ordinance No. 2025-04, a request by the City of Visalia to adopt a prezone of the property related to Annexation No. 2024-03, undergoing annexation into the City limits of Visalia. The prezone will change zones on the Official Zoning Map of the City of Visalia from 284 acres of unzoned to approximately 253 acres of Industrial (I) zone designation and approximately 31 acres of I-L (Light Industrial), consistent with the land use designations of the Visalia General Plan Land Use Map and consistent with Section 17.06.050 of the Visalia Municipal Code. The proposed Project is located on approximately 284 acres, on the north side of Riggin Avenue between Shirk Street and Kelsey Street. (APN: 077-840-004, 005, 006).		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. Attachment 1 Ordinance 2025-04 Prezone for Annex 2024-03, 2. Attachment 2 Staff Report - Shirk-Riggin Industrial Project 3-17-2025, 3. Attachment 3 Related Plans and Policies, 4. Prezone Powerpoint - City Council		

Date	Ver.	Action By	Action	Result

Agenda Item Wording:

Prezone Ordinance Adoption - An Introduction and first Reading of Ordinance No. 2025-04, a request by the City of Visalia to adopt a prezone of the property related to Annexation No. 2024-03, undergoing annexation into the City limits of Visalia. The prezone will change zones on the Official Zoning Map of the City of Visalia from 284 acres of unzoned to approximately 253 acres of Industrial (I) zone designation and approximately 31 acres of I-L (Light Industrial), consistent with the land use designations of the Visalia General Plan Land Use Map and consistent with Section 17.06.050 of the Visalia Municipal Code. The proposed Project is located on approximately 284 acres, on the north side of Riggin Avenue between Shirk Street and Kelsey Street. (APN: 077-840-004, 005, 006).

Prepared by:

Brandon Smith, Principal Planner, brandon.smith@visalia.city, (559) 713-4636
Paul Bernal, Planning and Community Preservation Development Director, paul.bernal@vislia.city, (559)713-4025

Department Recommendation: Staff recommends that the City Council approve the first reading of an Ordinance to adopt Prezone to Annexation No. 2024-03 (pertaining to the Shirk-Riggin Industrial Park), based upon the findings that the proposed prezone is consistent with the Visalia General Plan and its goals, policies, and objectives, as adopted by the City, and that the proposed prezone is consistent with Annexation No. 2024-03.

Summary:

The proposed Prezone action upon Annexation No. 2024-03 is a city-initiated request being made to

confirm the zone designations of Light Industrial and Industrial for property undergoing annexation into the City limits of Visalia.

Background Discussion:
Annexation No. 2024-03 is an annexation proposed by Seefried Industrial Properties, Inc. to annex three parcels totaling approximately 284 acres into the City limits of Visalia. The City Council held a public hearing on March 17, 2025, and approved the recommendation to initiate proceedings toward filing the annexation application with the Tulare County Local Agency Formation Commission (LAFCO). The application was filed, and a public hearing was scheduled for June 4, 2025, and continued at the request of the proponent, now currently scheduled for August 6, 2025.

The City Council Resolution initiating the annexation proceedings, as described above, confirmed the Light Industrial and Industrial zone designations to be assigned to the property upon annexation to the City, consistent with General Plan Amendment No. 2025-01 that was approved together with the Initiation of Proceedings for the Annexation. This confirmation of zone designations was done following past practices wherein the City relied upon its adopted General Plan Land Use Map together with Visalia Municipal Code Section 17.06.050(A) to effectuate the zoning on the project prior to filing with LAFCO. City staff have decided to revise the prezoning process and formally adopt an ordinance that establishes specific prezoning of each proposed annexation.

The City has voluntarily initiated this action for the purpose of formally “prezoning” this project site through the adoption of an ordinance, using the City’s established Zoning Amendment process outlined in Visalia Municipal Code Chapter 17.44. Under this chapter, the City Council, based upon a recommendation by the Planning Commission, will make findings and will take final action on the proposal by enacting an Ordinance. Going forward, all annexation requests will be accompanied with a Prezoning ordinance action for Council adoption.

The zone designations in this Prezone are synonymous with the previous actions of City Council and Planning Commission on the corresponding annexation. This Prezone does not make any new change to the zoning upon the project site, nor does it result in any change to the underlying project (i.e., the Shirk-Riggin Industrial Park) associated with the annexation.

Prezone language in State law:

The City of Visalia’s past practice of exercising a prezone for annexed property by classifying it to a zone consistent with the existing General Plan designation, as stated in Visalia Municipal Code section 17.06.050(A), or initiating a General Plan amendment prior to recommending annexation has been based upon State Government Code Section 65859, which states:

(a) A city may, pursuant to this chapter, prezone unincorporated territory to determine the zoning that will apply to that territory upon annexation to the city.

The zoning shall become effective at the same time that the annexation becomes effective.

(b) Pursuant to Section 56375, those cities subject to that provision shall complete prezoning proceedings as required by law.

(c) If a city has not prezoned territory which is annexed, it may adopt an interim ordinance pursuant to Section 65858.

Subsections (a) and (c) both use the permissive wording “may”, not the more typical mandatory wording of “shall” and in addition state laws concerning zoning requirements are typically limited in application to charter cities under Section 65803. Furthermore, the City’s past practice has followed

Subsection (b) because it is completing a process that has been long accepted by Tulare County LAFCO as sufficient to prezone territory prior to annexation.

Government Code Section 56375, concerning powers of local agency formation commissions, includes subsection (a)(7) that refers to the approval of municipal annexations, requires a prezoning process or presentation of evidence that the development entitlements are consistent with the General Plan, but it doesn't specify a specific manner or process of prezoning:

(7) The decision of the commission with regard to a proposal to annex territory to a city shall be based upon the general plan and prezoning of the city. When the development purposes are not made known to the annexing city, the annexation shall be reviewed on the basis of the adopted plans and policies of the annexing city or county. A commission shall require, as a condition to annexation, that a city prezone the territory to be annexed or present evidence satisfactory to the commission that the existing development entitlements on the territory are vested or are already at build-out, and are consistent with the city's general plan. However, the commission shall not specify how, or in what manner, the territory shall be prezoned.

Visalia's Zoning Ordinance Section 17.06.050 explains the prezoning process which relies upon utilization and being consistent with the City's General Plan Land Use Map and upon City Council resolutions that approve an annexation and affirm the proposed zoning, which is then presented to LAFCO for adoption.

Updating Process to Adopt a Specific Zoning Amendment Ordinance:

While the City maintains that its manner of prezoning prescribed in Section 17.06.050 complies with State law by meeting Government Code Sections 56375 and 65859, a more explicitly formal procedure could also be utilized. Such procedure would be to enact an ordinance reviewing the General Plan designation for the property proposed for annexation, the proposed usage of that property, then, by ordinance, direct the change from "unzoned" to the equivalent zoning as prescribed by the General Plan land use map (substantiated in the Implementation chapter of the General Plan).

This additional step for the City Council to adopt an ordinance declaring prezoning on a project-by-project basis is beneficial in that it requires a specific review and record of the underlying project and the proposed zoning by a project-specific ordinance prezoning the property instead of relying on the general city-wide ordinance for prezoning. The more formal project specific ordinance is commonly used by municipalities throughout the State of California, and following statewide practices can simplify working with developers that have projects in other areas of California.

Planning Commission Review and Action: At the July 14, 2025 meeting, staff presented the item as described in this report to the Planning Commission. After receiving the staff presentation, the Planning Commission recommended approving the prezone by a 4-0 vote. No public comments were made.

Fiscal Impact: No impact to the City. Future development of the property will require the developer to pay development impact fees.

Prior Council Action: The City Council had previously acted on entitlements related to the Shirk-Riggin Industrial Park. On March 17, 2025, the Council voted (4-0) to certify an EIR, approve General Plan Amendment No. 2025-01, initiate Annexation No. 2024-03, and conduct the First Reading of Ordinance No. 2025-02 for authorization to enter into a Development Agreement. On April 7, 2025, the City Council voted to approve the Second Reading of Ordinance No. 2025-02.

Other: On February 10, 2025, the Planning Commission held a public hearing regarding the Shirk-Riggin Industrial Park. The Planning Commission recommended approval of the annexation initiation request to the City Council and recommended approval of other entitlements by a 5-0 vote.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to approve the first reading of an Ordinance No. 2025-04, a request by the City of Visalia to adopt a Prezone to Annexation No. 2024-03 (pertaining to the Shirk-Riggin Industrial Park).

Environmental Assessment Status: A Draft and Final Environmental Impact Report (EIR) (State Clearinghouse Number 2022080658), incorporated herein by reference, has been prepared in association with the Shirk and Riggin Industrial Park project, in accordance with the California Environmental Quality Act (CEQA). This EIR was certified by the City Council on March 17, 2025 by Resolution No. 2025-09. The City Council's action included the adoption of a Finding of Fact, Statement of Overriding Considerations, and Mitigation and Monitoring Plan. This certified EIR is being utilized for consideration of the prezone's environmental analysis in accordance with CEQA. The proposed Prezone action, which was considered by the EIR, has no new effects that could occur, or new mitigation measures that would be required that have not been addressed within the scope of the Shirk & Riggin Industrial Park Project EIR. The Environmental Impact Report adequately analyzed and addressed this proposed project and determined that there would be significant impacts resulting from the development of the Shirk & Riggin Industrial Park Project. A Mitigation and Monitoring Plan adopted with the EIR includes mitigation measures that reduce or eliminate the severity of some of these impacts to a level that is less than significant.

CEQA Review: A Draft and Final Environmental Impact Report (EIR) (State Clearinghouse Number 2022080658), incorporated herein by reference, has been prepared in association with the Shirk and Riggin Industrial Park project, in accordance with the California Environmental Quality Act (CEQA). This EIR was certified by the City Council on March 17, 2025 by Resolution No. 2025-09. The City Council's action included the adoption of a Finding of Fact, Statement of Overriding Considerations, and Mitigation and Monitoring Plan. This certified EIR is being utilized for consideration of the prezone's environmental analysis in accordance with CEQA. The proposed Prezone action, which was considered by the EIR, has no new effects that could occur, or new mitigation measures that would be required that have not been addressed within the scope of the Shirk & Riggin Industrial Park Project EIR. The Environmental Impact Report adequately analyzed and addressed this proposed project and determined that there would be significant impacts resulting from the development of the Shirk & Riggin Industrial Park Project. A Mitigation and Monitoring Plan adopted with the EIR includes mitigation measures that reduce or eliminate the severity of some of these impacts to a level that is less than significant.

Deadline for Action: 7/21/2025

Attachments:
1. Ordinance No. 2025-04
    - Exhibit "A" of Ordinance No. 2025-04: Zoning Map illustrating zone designations of the project site upon Annexation

2. City Council Staff Report from March 17, 2025
3. Related Plans and Policies

Related Plans and Policies

Related sections of state law

Government Code - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607]

(Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 3. CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000 [56000 - 57550]

(Heading of Division 3 amended by Stats. 2001, Ch. 388, Sec. 1.)

PART 2. LOCAL AGENCY FORMATION COMMISSION [56300 - 56430]

(Part 2 added by Stats. 1985, Ch. 541, Sec. 3.)

CHAPTER 3. Powers [56375 - 56386]

(Chapter 3 added by Stats. 1985, Ch. 541, Sec. 3.)

56375.

The commission shall have all of the following powers and duties subject to any limitations upon its jurisdiction set forth in this part:

(a) (1) To review and approve with or without amendment, wholly, partially, or conditionally, or disapprove proposals for changes of organization or reorganization, consistent with written policies, procedures, and guidelines adopted by the commission.

(2) The commission may initiate proposals by resolution of application for any of the following:

(A) The consolidation of a district, as defined in Section 56036.

(B) The dissolution of a district.

(C) A merger.

(D) The establishment of a subsidiary district.

(E) The formation of a new district or districts.

(F) A reorganization that includes any of the changes specified in subparagraph (A), (B), (C), (D), or (E).

(G) The dissolution of an inactive district pursuant to Section 56879.

(H) The dissolution of a district pursuant to Section 56375.1.

(3) A commission may initiate a proposal described in paragraph (2) only if that change of organization or reorganization is consistent with a recommendation or conclusion of a study prepared pursuant to Section 56378, 56425, or 56430, and the commission makes the determinations specified in subdivision (b) of Section 56881.

(4) A commission shall not disapprove an annexation to a city, initiated by resolution, of contiguous territory that the commission finds is any of the following:

(A) Surrounded or substantially surrounded by the city to which the annexation is proposed or by that city and a county boundary or the Pacific Ocean if the territory to be annexed is substantially developed or developing, is not prime agricultural land as defined in Section 56064, is designated for urban growth by the general plan of the annexing city, and is not within the sphere of influence of another city.

(B) Located within an urban service area that has been delineated and adopted by a commission, which is not prime agricultural land, as defined by Section 56064, and is designated for urban growth by the general plan of the annexing city.

(C) An annexation or reorganization of unincorporated islands meeting the requirements of Section 56375.3.

(5) As a condition to the annexation of an area that is surrounded, or substantially surrounded, by the city to which the annexation is proposed, the commission may require, where consistent with the purposes of this division, that the annexation include the entire island of surrounded, or substantially surrounded, territory.

(6) A commission shall not impose any conditions that would directly regulate land use density or intensity, property development, or subdivision requirements.

(7) The decision of the commission with regard to a proposal to annex territory to a city shall be based upon the general plan and prezoning of the city. When the development purposes are not made known to the annexing city, the annexation shall be reviewed on the basis of the adopted plans and policies of the annexing city or county. A commission shall require, as a condition to annexation, that a city prezone the territory to be annexed or present evidence satisfactory to the commission that the existing development entitlements on the territory are vested or are already at build-out, and are consistent with the city's general plan. However, the commission shall not specify how, or in what manner, the territory shall be prezoned.

(8) (A) Except for those changes of organization or reorganization authorized under Section 56375.3, and except as provided by subparagraph (B), a commission shall not approve an annexation to a city of any territory greater than 10 acres, or smaller as determined by commission policy, where there exists a disadvantaged unincorporated community that is contiguous to the area of proposed annexation, unless an application to annex the disadvantaged unincorporated community to the subject city has been filed with the executive officer.

(Amended by Stats. 2022, Ch. 89, Sec. 1. (SB 938) Effective January 1, 2023.)

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]

(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)

DIVISION 1. PLANNING AND ZONING [65000 - 66342]

(Heading of Division 1 added by Stats. 1974, Ch. 1536.)

CHAPTER 4. Zoning Regulations [65800 - 65912]

(Chapter 4 repealed and added by Stats. 1965, Ch. 1880.)

ARTICLE 2. Adoption of Regulations [65850 - 65863.13]

(Article 2 added by Stats. 1965, Ch. 1880.)

65859.

(a) A city may, pursuant to this chapter, prezone unincorporated territory to determine the zoning that will apply to that territory upon annexation to the city.

The zoning shall become effective at the same time that the annexation becomes effective.

(b) Pursuant to Section 56375, those cities subject to that provision shall complete prezoning proceedings as required by law.

(c) If a city has not prezoned territory which is annexed, it may adopt an interim ordinance pursuant to Section 65858.

(Amended by Stats. 1994, Ch. 939, Sec. 13. Effective September 28, 1994. Operative January 1, 1995, by Sec. 29 of Ch. 939.)

Zoning Ordinance

Chapter 17.02 GENERAL PROVISIONS

17.02.020 Purpose.

This title is enacted to preserve and promote the public health, safety and welfare of the city, and of the public generally and to facilitate growth and expansion of the municipality in a precise and orderly manner. More specifically, the zoning ordinance is adopted in order to achieve the following objectives:

A. Foster a workable relationship among land uses;

B. Promote the stability of existing land uses that conform to the district in which they occur;

C. Ensure that public and private lands ultimately are used for purposes that are appropriate and most beneficial for the city;

D. Prevent excessive population densities;

E. Avoid a concentration of structures adjoining each other or juxtaposed too closely together in close proximity to each other;

F. Promote a safe, effective traffic circulation system;

G. Require adequate off-street parking and truck loading facilities;

H. Facilitate the appropriate location of community facilities and institutions;

I. Coordinate land use policies and regulations of the city in order to facilitate the transition of land areas from county to municipal jurisdiction and to protect agricultural producers in areas planned for urban expansion;

J. Implement the goals, policies and map of the general plan. (Ord. 2017-01 (part), 2017: prior code § 7201)

Chapter 17.06 ZONE CLASSIFICATIONS

17.06.050 Boundary changes because of annexation or right-of-way abandonment.

A. All territory that is annexed to the city shall be classified to a zone that is consistent with the general plan as adopted by the city.

B. All territory that is unzoned or becomes unzoned through abandonment of a public street, alley or railroad right-of-way, shall be classified to the centerline the same as the property adjoining the street, alley or railroad right-of-way. (Ord. 2017-01 (part), 2017: prior code § 7230)

Chapter 17.44 ZONING AMENDMENTS

17.44.010 Purpose.

As a general plan for Visalia is put into effect, there will be a need for changes in zoning boundaries and other regulations of this title. As the general plan is reviewed and revised periodically, other changes in the regulations of this title may be warranted. Such amendments shall be made in accordance with the procedure prescribed in this chapter. (Ord. 2017-01 (part), 2017: prior code § 7580)

17.44.020 Initiation.

A. A change in the boundaries of any zone may be initiated by the owner of the property within the area for which a change of zone is proposed or by his authorized agent. If the area for which a change of zone is proposed is in more than one ownership, all of the property owners or their authorized agents shall join in filing the application, unless included by planning commission resolution of intention.

B. A change in boundaries of any zone, or a change in a zone regulation, off-street parking or loading facilities requirements, general provision, exception or other provision may be initiated by the city planning commission or the city council in the form of a request to the commission that it consider a proposed change; provided, that in either case the procedure prescribed in Sections 17.44.040 and 17.44.090 shall be followed. (Ord. 2017-01 (part), 2017: prior code § 7581)

17.44.030 Application procedures.

A. A property owner or his authorized agent may file an application with the city planning commission for a change in zoning boundaries on a form prescribed by the commission and that said application shall include the following data:

1. Name and address of the applicant;

2. Statement that the applicant is the owner of the property for which the change in zoning boundaries is proposed, the authorized agent of the owner, or is or will be the plaintiff in an action in eminent domain to acquire the property involved;

3. Address and legal description of the property;

4. The application shall be accompanied by such sketches or drawings as may be necessary to clearly show the applicant's proposal;

5. Additional information as required by the historic preservation advisory board.

B. The application shall be accompanied by a fee set by resolution of the city council sufficient to cover the cost of processing the application. (Ord. 2017-01 (part), 2017: prior code § 7582)

17.44.040 Public hearing—Notice.

The city planning commission shall hold at least one public hearing on each application for a change in zone boundaries and on each proposal for a change in zone boundaries or of a zone regulation, off-street parking or loading facilities requirements, general provisions, exception or other provision of this title initiated by the commission or the city council. Notice of the public hearing shall be given not less than ten days or more than thirty (30) days prior to the date of the hearing by publication in a newspaper of general circulation within the city, and by mailing notice of the time and place of the hearing to property owners within three hundred (300) feet of the boundaries of the area occupied or to be occupied by the use that is the subject of the hearing. (Ord. 2017-01 (part), 2017: prior code § 7583)

17.44.050 Investigation and report.

The city planning staff shall make an investigation of the application or the proposal and shall prepare a report thereon that shall be submitted to the city planning commission. (Ord. 2017-01 (part), 2017: prior code § 7584)

17.44.060 Hearing.

A. At the public hearing, the city planning commission shall review the application or the proposal and may receive pertinent evidence as to why or how the proposed change is necessary to achieve the objectives of the zoning ordinance prescribed in Section 17.02.020.

B. If the commission's recommendation is to change property from one zone designation to another, the commission may recommend that conditions be imposed so as not to create problems adverse to the public health, safety and general welfare of the city and its residents. (Ord. 2017-01 (part), 2017: prior code § 7585)

17.44.070 Action of city planning commission.

The city planning commission shall make a specific finding as to whether the change is required to achieve the objectives of the zoning ordinance prescribed in Section 17.02.020. The commission shall transmit a report to the city council recommending that the application be granted, conditionally approved, or denied or that the proposal be adopted or rejected, together with one copy of the application, resolution of the commission or request of the Council, the sketches or drawings submitted and all other data filed therewith, the report of the city engineer and the findings of the commission. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7586)

17.44.080 [Reserved].

17.44.090 Action of city council.

A. Upon receipt of the resolution or report of the city planning commission, the city council shall review the application or the proposal and shall consider the resolution or report of the commission and the report of the city planning staff.

B. The city council shall make a specific finding as to whether the change is required to achieve the objectives of the zoning ordinance prescribed in Section 17.02.020. If the council finds that the change is required, it shall enact an ordinance amending the zoning map or an ordinance amending the regulations of this title, whichever is appropriate. The city council may impose conditions on the change of zone for the property where it finds that said conditions must be imposed so as not to create problems inimical to the public health, safety and general welfare of the city and its residents. If conditions are imposed on a change of zone, said conditions shall run with the land and shall not automatically be removed by a subsequent reclassification or change in ownership of the property. Said conditions may be removed only by the city council after recommendation by the planning commission. If the council finds that the change is not required, it shall deny the application or reject the proposal. (Ord. 2017-01 (part), 2017: prior code § 7587)

17.44.100 Change of zoning map.

A change in zone boundary shall be indicated on the zoning map. (Ord. 2017-01 (part), 2017: prior code § 7589)

17.44.110 New application.

Following the denial of an application for a change in a zone boundary, no application for the same or substantially the same change shall be filed within one year of the date of denial of the application. (Ord. 2017-01 (part), 2017: prior code § 7590)

17.44.120 Report by city planner.

On any amendment to the zoning code changing property from one zone classification to another, the city planner shall inform the planning commission and the city council of any conditions attached to previous zone changes as a result of action taken pursuant to Sections 17.44.060, 17.44.070 and 17.44.090. (Ord. 2017-01 (part), 2017: Ord. 9605 § 30 (part), 1996: prior code § 7591)

Visalia City Council

Staff Report

File #: 25-0328 **Agenda Date:** 8/4/2025 **Agenda #:** 12.

Agenda Item Wording:
Prezone Ordinance Adoption - Second Reading and adoption of Ordinance No. 2025-05, a request by the City of Visalia to adopt a prezone of the property related to Annexation No. 2024-05, undergoing annexation into the City limits of Visalia. The prezone will change zones on the Official Zoning Map of the City of Visalia from 62 acres of unzoned to approximately 55 acres of R-1-5 (Single-Family Residential, 5,000 square foot minimum site area) and approximately 7 acres of C-MU (Mixed Use Commercial) zone designation, consistent with the land use designations of the Visalia General Plan Land Use Map and consistent with Section 17.06.050 of the Visalia Municipal Code. The proposed project site is located on approximately 62 acres, on the southeast corner of South Santa Fe Street and East Caldwell Avenue (APNs: 123-400-005 and 123-400-001).

Prepared by:
Colleen A. Moreno, Assistant Planner, (559) 713-4031, colleen.moreno@visalia.city;
Paul Bernal, Planning and Community Preservation Director (559) 713-4025, paul.bernal@visalia.city

Department Recommendation: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 2025-05 for Prezone to Annexation No. 2024-05 pertaining to the Blankenship Subdivision.

Summary:
The proposed Prezone action upon Annexation No. 2024-05 is a city-initiated request being made to confirm the zone designations of Single-Family Residential, 5,000 square foot minimum site area (R-1-5) and Mixed Use Commercial (C-MU) for property undergoing annexation into the City limits of Visalia.

Background Discussion:
The zone designations in this Prezone are synonymous with the previous actions of Planning Commission and City Council on the corresponding annexation. This Prezone does not make any new change to the zoning upon the project site, nor does it result in any change to the underlying project (i.e. Blankenship subdivision) associated with the annexation.

Annexation No. 2024-05 is an annexation proposed by San Joaquin Valley Homes to annex two parcels totaling approximately 62 acres into the City limits of Visalia. This annexation will facilitate the development of a 203-lot single-family residential development and provide for a future mixed use commercial zone, although that 7 acre area is not being developed together with the residential project.

The City Council held a public hearing on June 2, 2025, and approved a resolution to initiate proceedings toward filing the annexation application with the Tulare County Local Agency Formation Commission (LAFCO). The City Council Resolution initiating the annexation proceedings, confirmed the R-1-5 (Single-Family Residential, 5,000 square foot minimum site area) and C-MU (Mixed Use Commercial) zone designations to be assigned to the property upon annexation to the City are

consistent with the General Plan Land Use Map. This confirmation of zone designations was done following past practices wherein the City relied upon its adopted General Plan Land Use Map together with the Visalia Municipal Code Section 17.06.050(A) to effectuate the zoning on the project prior to filing with LAFCO. City staff, based on an internal review of our processes, have decided to revise the prezoning process to incorporate a formal adoption of an ordinance that establishes the specific prezoning of each proposed annexation.

Updating Process to Adopt a Specific Zoning Amendment Ordinance:
While the City maintains that its manner of prezoning prescribed in Section 17.06.050 complies with State law by meeting Government Code Sections 56375 and 65859, a more explicitly formal procedure could also be utilized. Such procedure would be to enact an ordinance reviewing the General Plan designation for the property proposed for annexation, the proposed usage of that property, then, by ordinance, direct the change from “unzoned” to the equivalent zoning as prescribed by the General Plan land use map (substantiated in the Implementation chapter of the General Plan). This additional step for the City Council to adopt an ordinance declaring prezoning on a project-by-project basis is beneficial in that it requires a specific review and record of the underlying project and the proposed zoning by a project-specific ordinance prezoning the property instead of relying on the general city-wide ordinance for prezoning. The more formal project specific ordinance is commonly used by municipalities throughout the State of California, and following statewide practices can simplify working with developers that have projects in other areas of California.

Fiscal Impact: No impact to the City. Future development of the property will require the developer to pay development impact fees.

Prior Council Action:
On July 21, 2025, the City Council held a public hearing regarding the Introduction and first Reading of Ordinance No. 2025-05. No public comment was received on the item. The item was approved by the City Council on a 5-0 vote.

On June 2, 2025, the City Council held a public hearing regarding the Blankenship Project for Annexation No. 2024-05. The item was approved by the City Council with the recommendation to initiate proceedings toward filing the annexation application with the Tulare County local Agency Formation Commission (LAFCO).

Other: On April 28, 2025, the Planning Commission held a public hearing regarding Annexation No. 2024-05, and the Blankenship Tentative Subdivision Map No. 5602. The Planning Commission recommended approval of the annexation initiation request to the City Council and approved the subdivision map by a 5-0 vote.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to approve for second reading Ordinance No. 2025-05, a request by the City of Visalia to adopt a Prezone to Annexation no. 2024-05.

Environmental Assessment Status: An Initial Study and Mitigated Negative Declaration were prepared for the proposed project.

CEQA Review: An Initial Study was prepared for this project, consistent with the California Environmental Quality Act (CEQA). Ther Initial Study / Mitigated Negative Declaration No. 2024-63 (SCH 2025040063) was certified by City Council on June 2, 2025, by Resolution No. 2025-31. This Initial Study / Mitigated Negative Declaration is being utilized for consideration of the prezone's environmental analysis in accordance with CEQA.

Deadline for Action: 8/4/2025

Attachments:

1. Ordinance No. 2025-05
2. City Council Staff Report from July 21, 2025
3. Related Plans and Policies

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA APPROVING A PREZONING ORDINANCE TO ANNEXATION NO. 2024-05: A REQUEST BY THE CITY OF VISALIA TO PREZONE BY ORDINANCE THE PROPERTY UNDERGOING ANNEXATION INTO THE CITY LIMITS OF VISALIA. THE PREZONE WILL CHANGE ZONES ON THE OFFICIAL ZONING MAP OF THE CITY OF VISALIA FROM 62 ACRES OF UNZONED TO APPROXIMATELY 55 ACRES OF R-1-5 (SINGLE-FAMILY RESIDENTIAL, 5,000 SQUARE FOOT MINIMUM SITE AREA) ZONE DESIGNATION AND APPROXIMATELY 7 ACRES OF C-MU (MIXED USE COMMERCIAL), CONSISTENT WITH THE LAND USE DESIGNATIONS OF THE VISALIA GENERAL PLAN LAND USE MAP AND CONSISTENT WITH SECTION 17.06.050 OF THE VISALIA MUNICIPAL CODE. THE PROPOSED PROJECT IS LOCATED ON THE SOUTHEAST CORNER OF SOUTH SANTA FE STREET AND EAST CALDWELL AVENUE (APNS: 123-400-005 & 123-400-001).

WHEREAS, Prezone to Annexation No. 2024-05 is a request by the City of Visalia to adopt a prezoning ordinance for the property undergoing annexation into the City limits of Visalia. The prezoning will change zones on the Official Zoning Map of the City of Visalia from 62 acres of unzoned to approximately 55 acres of Single-Family Residential, 5,000 square foot minimum site area (R-1-5) zone designation and approximately 7 acres of Mixed Use Commercial (C-MU) zone designation, consistent with the land use designations of the Visalia General Plan Land Use Map and consistent with Section 17.06.050 of the Visalia Municipal Code; and

WHEREAS, San Joaquin Valley Homes has submitted entitlement applications with the City of Visalia for Tentative Subdivision Map No. 5602 and Annexation No. 2024-05, to facilitate annexation the Blankenship Subdivision project, a 203-lot single-family residential development and future 7-acre mixed use commercial zone (not to be developed together with the residential project), located within the City of Visalia; and

WHEREAS, the specific changes of organization requested consist of detachment of the project area territory from the County of Tulare and annexation to the City of Visalia; and

WHEREAS, the territory to be annexed is within the Planning Area Boundary and the Urban Growth Boundary of the City of Visalia; and

WHEREAS, the proposed R-1-5 and C-MU zone districts are consistent with Single-Family Residential, 5,000 square foot minimum site area and Mixed Use Commercial land use designations of the General Plan, respectively, in accordance with Table 9-1: Consistency Between the Plan and Zoning; and

WHEREAS, Government Code (CGC) § 56375(a)(7) requires, as a condition to annexation, that a city prezone of the territory to be annexed or present evidence satisfactory to the Local Agency Formation Commission (LAFCO) that the existing development entitlements on the territory are consistent with the city's general plan; and

WHEREAS, pursuant to the City's Municipal Code and State Planning and Zoning Law, the Planning Commission of the City of Visalia is authorized to review and make recommendations to the City Council of the City of Visalia for actions related to the establishment of land use and zone designations on behalf of the City, which include General Plan Amendments and Change of Zones and extends to prezone actions; and

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on July 14, 2025, and considered the Prezone to Annexation No. 2024-05 to be in accordance with Chapter 17.02, Chapter 17.06, and Chapter 17.44 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing, and recommended that the City Council approve an Ordinance for the Prezone of Annexation No. 2024-05; and

WHEREAS, the Planning Commission of the City of Visalia adopted Resolution No. 2025-35 recommending approval of the Prezoning for the Project; and,

WHEREAS, the City Council of the City of Visalia, after ten (10) days published notice, held a 1st reading and public hearing for the Prezone of the Annexation on July 21, 2025; and,

WHEREAS, the City Council of the City of Visalia, approved the first reading of Ordinance No. 2025-05 on July 21, 2025, and has considered the second reading of Ordinance No. 2025-05 on August 4, 2025; and,

WHEREAS, the City Council of the City of Visalia finds the Prezone to Annexation No. 2024-05 to be in accordance with Chapter 17.02, Chapter 17.06, and Chapter 17.44 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing; and,

WHEREAS, the City Council considers that the proposed project has no new effects that could occur, or new mitigation measures that would be required that have not been addressed within the scope of the Initial Study / Mitigated Negative Declaration (IS/MND) for the Blankenship Project (SCH# 2025040063), certified by the Visalia City Council on June 2, 2025, by Resolution No. 2025-31. The IS/MND adequately analyzed and addressed this proposed project and determined with mitigation that there would not be significant impacts resulting from the development of the Blankenship Project. A Mitigation and Monitoring Plan adopted with the IS/MND includes mitigation measures that reduce or eliminate the severity of some of these impacts to a level that is less than significant.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Visalia finds that IS/MND for the Blankenship Project, State Clearinghouse No. 2025040063, was prepared consistent with the California Environmental Quality Act and City of Visalia Environmental Guidelines.

BE IT FURTHER RESOLVED that the City Council of the City of Visalia approves an Ordinance to Prezone designations for Annexation No. 2024-05, pursuant to Visalia Municipal Code Section 17.44.090 based on the following specific findings and evidence presented:

1. The proposed prezoning is consistent with the policies and intent of the General Plan and Zoning Ordinance of the City of Visalia.
2. The proposed prezoning would not be detrimental to the public interest, health, safety, convenience, or welfare of the city.
3. The proposed prezoning is internally consistent with other applicable provisions of these regulations.
4. The site is physically suitable (including ability to meet requested zoning regulations, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses.
5. That the proposed prezoning, being processed as a Zone Amendment in accordance with Chapter 17.44 of the Visalia Municipal Code, is being done to achieve the objectives of the Zoning Ordinance prescribed in Section 17.02.020, which are established as a means to preserve and promote the public health, safety and welfare of the city, and of the public generally and to facilitate growth and expansion of the municipality in a precise and orderly manner, and is being done to confirm the classification of the zone designation that is consistent with the Visalia General Plan, in accordance with Section 17.06.050 of the Zoning Ordinance.
6. That the Initial Study / Mitigated Negative Declaration No. 2024-63 prepared and certified for the Blankenship Project (SCH# 2025040063) adequately address the impacts of the prezone since the project description anticipated the zoning on the property to be R-1-5 (Single-Family Residential, 5,000 square foot minimum site area) and C-MU (Mixed Use Commercial).
7. That no new information has arisen since certification of the Initial Study / Mitigated Negative Declaration that alters its analysis of impacts or conclusions as to effects and required mitigation. Therefore, the IS/MND adequately addresses environmental impacts associated with this project.

BE IT FURTHER RESOLVED that the City Council of the City of Visalia approves the 2nd Reading of an Ordinance of the Prezone to Annexation No. 2024-05, as depicted per Exhibit “A”, on the real property described herein, in accordance with the terms of this resolution and under the provisions of Chapter 17.02, Chapter 17.06, and Chapter 17.44 of the Ordinance Code of the City of Visalia.

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

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

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2025-05 passed and adopted by the Council of the City of Visalia at a regular meeting held on August 4, 2025, and certify a summary of this ordinance will be published in the Visalia Times Delta.

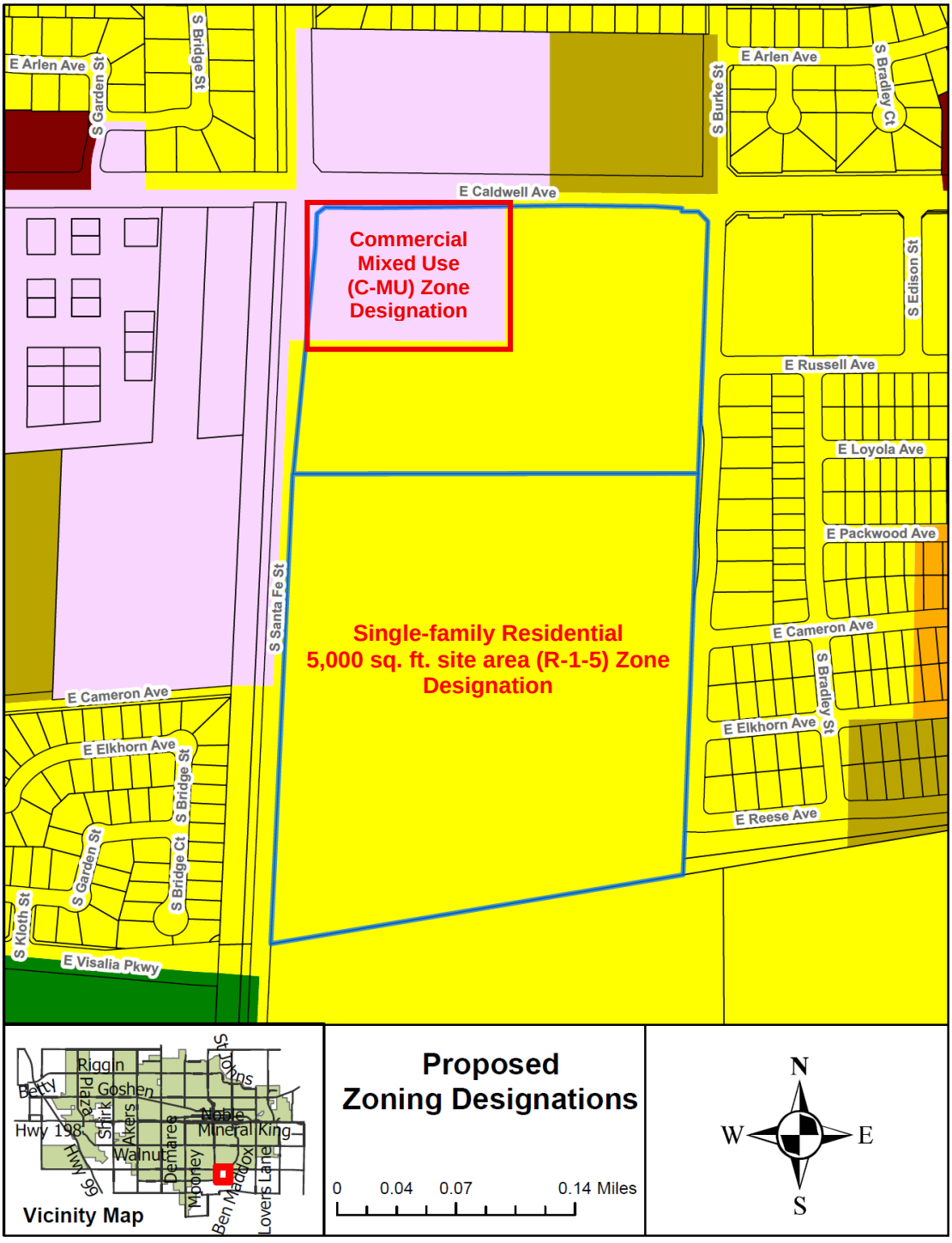
Dated: August 4, 2025 LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

EXHIBIT "A" OF ORDINANCE NO. 2025-05,
AN ORDINANCE OF THE CITY COUNCIL
APPROVING A PREZONING PERTAINING TO ANNEXATION NO. 2024-05
WHICH PERTAINS TO THE BLANKENSHIP PROJECT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

Section 1: The zone classifications of the Zoning Map shall be changed as follows, upon the effective date of Annexation No. 2024-05. =



Legislation Text

File #: 25-0266, **Version:** 1

Agenda Item Wording:
Prezone Ordinance Adoption - An Introduction and first Reading of Ordinance No. 2025-05, a request by the City of Visalia to adopt a prezone of the property related to Annexation No. 2024-05, undergoing annexation into the City limits of Visalia. The prezone will change zones on the Official Zoning Map of the City of Visalia from 62 acres of unzoned to approximately 55 acres of R-1-5 (Single-Family Residential, 5,000 square foot minimum site area) and approximately 7 acres of C-MU (Mixed Use Commercial) zone designation, consistent with the land use designations of the Visalia General Plan Land Use Map and consistent with Section 17.06.050 of the Visalia Municipal Code. The proposed project site is located on approximately 62 acres, on the southeast corner of South Santa Fe Street and East Caldwell Avenue (APNs: 123-400-005 and 123-400-001).

Prepared by:
Colleen A. Moreno, Assistant Planner 559-713-4031, colleen.moreno@visalia.city
Paul Bernal, Planning and Community Preservation Director 559-713-4025, paul.bernal@visalia.city

Department Recommendation: Staff recommends that the City Council approve the first reading of an Ordinance to adopt Prezone to Annexation No. 2024-05, based upon the findings that the proposed prezone is consistent with the Visalia General Plan and its goals, policies, and objectives, as adopted by the City and that the proposed prezone is consistent with Annexation No. 2024-05.

Summary:
The proposed Prezone action upon Annexation No. 2024-05 is a city-initiated request being made to confirm the zone designations of Single-Family Residential, 5,000 square foot minimum site area (R-1-5) and Mixed Use Commercial (C-MU) for property undergoing annexation into the City limits of Visalia.

Background Discussion:
Annexation No. 2024-05 is an annexation proposed by San Joaquin Valley Homes to annex two parcels totaling approximately 62 acres into the City limits of Visalia. This annexation will facilitate the development of a 203-lot single-family residential development and provide for a future mixed use commercial zone, although that 7 acre area is not being developed together with the residential project. The Planning Commission held a public hearing on April 28, 2025, and recommended that City Council initiate this annexation request. The City Council subsequently held a public hearing on June 2, 2025, and approved the recommendation to initiate proceedings toward filing the annexation application with the Tulare County Local Agency Formation Commission (LAFCO). The application was filed, and a public hearing is scheduled for August 6, 2025.

The City Council Resolution initiating the annexation proceedings, as described above, confirmed the R-1-5 (Single-Family Residential, 5,000 square foot minimum site area) and C-MU (Mixed Use Commercial) zone designations to be assigned to the property upon annexation to the City is consistent with the General Plan Land Use Map. This confirmation of zone designations was done

following past practices wherein the City relied upon its adopted General Plan Land Use Map together with the Visalia Municipal Code Section 17.06.050(A) to effectuate the zoning on the project prior to filing with LAFCO. City staff, based on an internal review of our processes, have decided to revise the prezoning process to incorporate a formal adoption of an ordinance that establishes the specific prezoning of each proposed annexation.

The City has voluntarily initiated this action for the purpose of formally "prezoning" this project site through the adoption of an ordinance, using the City's established Zoning Amendment process outlined in Visalia Municipal Code Chapter 17.44. Under this chapter, the Planning Commission will make findings and a recommendation to the City Council. The City Council will take final action on the proposal. Going forward, all annexation requests will be accompanied with a Prezoning ordinance action for Council adoption.

The zone designations in this Prezone are synonymous with the previous actions of Planning Commission and City Council on the corresponding annexation. This Prezone does not make any new change to the zoning upon the project site, nor does it result in any change to the underlying project (i.e. Blankenship subdivision) associated with the annexation.

Prezone language in State law:
The City of Visalia's past practice of exercising a prezone for annexed property by classifying it to a zone consistent with the existing General Plan designation, as stated in Visalia Municipal Code section 17.06.050(A), or initiating a General Plan amendment prior to recommending annexation has been based upon State Government Code Section 65859, which states:

(a) A city may, pursuant to this chapter, prezone unincorporated territory to determine the zoning that will apply to that territory upon annexation to the city.

The zoning shall become effective at the same time that the annexation becomes effective.

(b) Pursuant to Section 56375, those cities subject to that provision shall complete prezoning proceedings as required by law.

(c) If a city has not prezoned territory which is annexed, it may adopt an interim ordinance pursuant to Section 65858.

Subsections (a) and (c) both use the permissive wording "may", not the more typical mandatory wording of "shall" and in addition state laws concerning zoning requirements are typically limited in application to charter cities under Section 65803. Furthermore, the City's past practice has followed Subsection (b) because it is completing a process that has been long accepted by Tulare County LAFCO as sufficient to prezone territory prior to annexation.

Government Code Section 56375, concerning powers of local agency formation commissions, includes subsection (a)(7) that refers to the approval of municipal annexations, requires a prezoning process or presentation of evidence that the development entitlements are consistent with the General Plan, but it doesn't specify a specific manner or process of prezoning:

(7) The decision of the commission with regard to a proposal to annex territory to a city shall be based upon the general plan and prezoning of the city. When the development purposes are not made known to the annexing city, the annexation shall be reviewed on the basis of the adopted plans and policies of the annexing city or county. A commission shall require, as a condition to annexation, that a city prezone the territory to be annexed or present evidence satisfactory to the commission that the existing development entitlements on the territory are vested or are already at build-out, and are consistent with the city's general plan. However, the

commission shall not specify how, or in what manner, the territory shall be prezoned.

Visalia's Zoning Ordinance Section 17.06.050 explains the prezoning process which relies upon utilization and being consistent with the City's General Plan Land Use Map and upon City Council resolutions that approve an annexation and affirm the proposed zoning, which is then presented to LAFCO for adoption.

Updating Process to Adopt a Specific Zoning Amendment Ordinance:

While the City maintains that its manner of prezoning prescribed in Section 17.06.050 complies with State law by meeting Government Code Sections 56375 and 65859, a more explicitly formal procedure could also be utilized. Such procedure would be to enact an ordinance reviewing the General Plan designation for the property proposed for annexation, the proposed usage of that property, then, by ordinance, direct the change from "unzoned" to the equivalent zoning as prescribed by the General Plan land use map (substantiated in the Implementation chapter of the General Plan).

This additional step for the City Council to adopt an ordinance declaring prezoning on a project-by-project basis is beneficial in that it requires a specific review and record of the underlying project and the proposed zoning by a project-specific ordinance prezoning the property instead of relying on the general city-wide ordinance for prezoning. The more formal project specific ordinance is commonly used by municipalities throughout the State of California, and following statewide practices can simplify working with developers that have projects in other areas of California.

Planning Commission Review and Action: At the July 14, 2025 meeting, staff presented the item as described in this report to the Planning Commission. After receiving the staff presentation, and taking public comment, the Planning Commission approved, the prezone by a 4-0 vote.

Fiscal Impact: No impact to the City. Future development of the property will require the developer to pay development impact fees.

Prior Council Action: On June 2, 2025, the City Council held a public hearing regarding the Blankenship Project for Annexation No. 2024-05. The item was approved by the City Council with the recommendation to initiate proceedings toward filing the annexation application with the Tulare County local Agency Formation Commission (LAFCO).

Other: On April 28, 2025, the Planning Commission held a public hearing regarding Annexation No. 2024-05, and the Blankenship Tentative Subdivision Map No. 5602. The Planning Commission recommended approval of the annexation initiation request to the City Council and approved the subdivision map by a 5-0 vote.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to approve for first reading Ordinance No. 2025-05, a request by the City of Visalia to adopt a Prezone to Annexation No. 2024-05.

Environmental Assessment Status: An Initial Study and Mitigated Negative Declaration were prepared for the proposed project.

CEQA Review: An Initial Study was prepared for this project, consistent with the California

Environmental Quality Act (CEQA). The Initial Study / Mitigated Negative Declaration No. 2024-63 (SCH 2025040063) was certified by City Council on June 2, 2025, by Resolution No. 2025-31. This Initial Study / Mitigated Negative Declaration is being utilized for consideration of the prezone's environmental analysis in accordance with CEQA.

Deadline for Action: 7/14/2025

Attachments:

1. Ordinance No. 2025-05
    - Exhibit "A" of Ordinance No. 2025-05: Zoning Map illustrating zone designations of the project site upon Annexation
2. City Council Staff Report from June 2, 2025
3. Related Plans and Policies

Related Plans and Policies

Related sections of state law

Government Code - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607]

(Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 3. CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000 [56000 - 57550]

(Heading of Division 3 amended by Stats. 2001, Ch. 388, Sec. 1.)

PART 2. LOCAL AGENCY FORMATION COMMISSION [56300 - 56430]

(Part 2 added by Stats. 1985, Ch. 541, Sec. 3.)

CHAPTER 3. Powers [56375 - 56386]

(Chapter 3 added by Stats. 1985, Ch. 541, Sec. 3.)

56375.

The commission shall have all of the following powers and duties subject to any limitations upon its jurisdiction set forth in this part:

(a) (1) To review and approve with or without amendment, wholly, partially, or conditionally, or disapprove proposals for changes of organization or reorganization, consistent with written policies, procedures, and guidelines adopted by the commission.

(2) The commission may initiate proposals by resolution of application for any of the following:

(A) The consolidation of a district, as defined in Section 56036.

(B) The dissolution of a district.

(C) A merger.

(D) The establishment of a subsidiary district.

(E) The formation of a new district or districts.

(F) A reorganization that includes any of the changes specified in subparagraph (A), (B), (C), (D), or (E).

(G) The dissolution of an inactive district pursuant to Section 56879.

(H) The dissolution of a district pursuant to Section 56375.1.

(3) A commission may initiate a proposal described in paragraph (2) only if that change of organization or reorganization is consistent with a recommendation or conclusion of a study prepared pursuant to Section 56378, 56425, or 56430, and the commission makes the determinations specified in subdivision (b) of Section 56881.

(4) A commission shall not disapprove an annexation to a city, initiated by resolution, of contiguous territory that the commission finds is any of the following:

(A) Surrounded or substantially surrounded by the city to which the annexation is proposed or by that city and a county boundary or the Pacific Ocean if the territory to be annexed is substantially developed or developing, is not prime agricultural land as defined in Section 56064, is designated for urban growth by the general plan of the annexing city, and is not within the sphere of influence of another city.

(B) Located within an urban service area that has been delineated and adopted by a commission, which is not prime agricultural land, as defined by Section 56064, and is designated for urban growth by the general plan of the annexing city.

(C) An annexation or reorganization of unincorporated islands meeting the requirements of Section 56375.3.

(5) As a condition to the annexation of an area that is surrounded, or substantially surrounded, by the city to which the annexation is proposed, the commission may require, where consistent with the purposes of this division, that the annexation include the entire island of surrounded, or substantially surrounded, territory.

(6) A commission shall not impose any conditions that would directly regulate land use density or intensity, property development, or subdivision requirements.

(7) The decision of the commission with regard to a proposal to annex territory to a city shall be based upon the general plan and prezoning of the city. When the development purposes are not made known to the annexing city, the annexation shall be reviewed on the basis of the adopted plans and policies of the annexing city or county. A commission shall require, as a condition to annexation, that a city prezone the territory to be annexed or present evidence satisfactory to the commission that the existing development entitlements on the territory are vested or are already at build-out, and are consistent with the city's general plan. However, the commission shall not specify how, or in what manner, the territory shall be prezoned.

(8) (A) Except for those changes of organization or reorganization authorized under Section 56375.3, and except as provided by subparagraph (B), a commission shall not approve an annexation to a city of any territory greater than 10 acres, or smaller as determined by commission policy, where there exists a disadvantaged unincorporated community that is contiguous to the area of proposed annexation, unless an application to annex the disadvantaged unincorporated community to the subject city has been filed with the executive officer.

(Amended by Stats. 2022, Ch. 89, Sec. 1. (SB 938) Effective January 1, 2023.)

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]

(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)

DIVISION 1. PLANNING AND ZONING [65000 - 66342]

(Heading of Division 1 added by Stats. 1974, Ch. 1536.)

CHAPTER 4. Zoning Regulations [65800 - 65912]

(Chapter 4 repealed and added by Stats. 1965, Ch. 1880.)

ARTICLE 2. Adoption of Regulations [65850 - 65863.13]

(Article 2 added by Stats. 1965, Ch. 1880.)

65859.

(a) A city may, pursuant to this chapter, prezone unincorporated territory to determine the zoning that will apply to that territory upon annexation to the city.

The zoning shall become effective at the same time that the annexation becomes effective.

(b) Pursuant to Section 56375, those cities subject to that provision shall complete prezoning proceedings as required by law.

(c) If a city has not prezoned territory which is annexed, it may adopt an interim ordinance pursuant to Section 65858.

(Amended by Stats. 1994, Ch. 939, Sec. 13. Effective September 28, 1994. Operative January 1, 1995, by Sec. 29 of Ch. 939.)

Zoning Ordinance

Chapter 17.02 GENERAL PROVISIONS

17.02.020 Purpose.

This title is enacted to preserve and promote the public health, safety and welfare of the city, and of the public generally and to facilitate growth and expansion of the municipality in a precise and orderly manner. More specifically, the zoning ordinance is adopted in order to achieve the following objectives:

A. Foster a workable relationship among land uses;

B. Promote the stability of existing land uses that conform to the district in which they occur;

C. Ensure that public and private lands ultimately are used for purposes that are appropriate and most beneficial for the city;

D. Prevent excessive population densities;

E. Avoid a concentration of structures adjoining each other or juxtaposed too closely together in close proximity to each other;

F. Promote a safe, effective traffic circulation system;

G. Require adequate off-street parking and truck loading facilities;

H. Facilitate the appropriate location of community facilities and institutions;

I. Coordinate land use policies and regulations of the city in order to facilitate the transition of land areas from county to municipal jurisdiction and to protect agricultural producers in areas planned for urban expansion;

J. Implement the goals, policies and map of the general plan. (Ord. 2017-01 (part), 2017: prior code § 7201)

Chapter 17.06 ZONE CLASSIFICATIONS

17.06.050 Boundary changes because of annexation or right-of-way abandonment.

A. All territory that is annexed to the city shall be classified to a zone that is consistent with the general plan as adopted by the city.

B. All territory that is unzoned or becomes unzoned through abandonment of a public street, alley or railroad right-of-way, shall be classified to the centerline the same as the property adjoining the street, alley or railroad right-of-way. (Ord. 2017-01 (part), 2017: prior code § 7230)

Chapter 17.44 ZONING AMENDMENTS

17.44.010 Purpose.

As a general plan for Visalia is put into effect, there will be a need for changes in zoning boundaries and other regulations of this title. As the general plan is reviewed and revised periodically, other changes in the regulations of this title may be warranted. Such amendments shall be made in accordance with the procedure prescribed in this chapter. (Ord. 2017-01 (part), 2017: prior code § 7580)

17.44.020 Initiation.

A. A change in the boundaries of any zone may be initiated by the owner of the property within the area for which a change of zone is proposed or by his authorized agent. If the area for which a change of zone is proposed is in more than one ownership, all of the property owners or their authorized agents shall join in filing the application, unless included by planning commission resolution of intention.

B. A change in boundaries of any zone, or a change in a zone regulation, off-street parking or loading facilities requirements, general provision, exception or other provision may be initiated by the city planning commission or the city council in the form of a request to the commission that it consider a proposed change; provided, that in either case the procedure prescribed in Sections 17.44.040 and 17.44.090 shall be followed. (Ord. 2017-01 (part), 2017: prior code § 7581)

17.44.030 Application procedures.

A. A property owner or his authorized agent may file an application with the city planning commission for a change in zoning boundaries on a form prescribed by the commission and that said application shall include the following data:

1. Name and address of the applicant;

2. Statement that the applicant is the owner of the property for which the change in zoning boundaries is proposed, the authorized agent of the owner, or is or will be the plaintiff in an action in eminent domain to acquire the property involved;

3. Address and legal description of the property;

4. The application shall be accompanied by such sketches or drawings as may be necessary to clearly show the applicant's proposal;

5. Additional information as required by the historic preservation advisory board.

B. The application shall be accompanied by a fee set by resolution of the city council sufficient to cover the cost of processing the application. (Ord. 2017-01 (part), 2017: prior code § 7582)

17.44.040 Public hearing—Notice.

The city planning commission shall hold at least one public hearing on each application for a change in zone boundaries and on each proposal for a change in zone boundaries or of a zone regulation, off-street parking or loading facilities requirements, general provisions, exception or other provision of this title initiated by the commission or the city council. Notice of the public hearing shall be given not less than ten days or more than thirty (30) days prior to the date of the hearing by publication in a newspaper of general circulation within the city, and by mailing notice of the time and place of the hearing to property owners within three hundred (300) feet of the boundaries of the area occupied or to be occupied by the use that is the subject of the hearing. (Ord. 2017-01 (part), 2017: prior code § 7583)

17.44.050 Investigation and report.

The city planning staff shall make an investigation of the application or the proposal and shall prepare a report thereon that shall be submitted to the city planning commission. (Ord. 2017-01 (part), 2017: prior code § 7584)

17.44.060 Hearing.

A. At the public hearing, the city planning commission shall review the application or the proposal and may receive pertinent evidence as to why or how the proposed change is necessary to achieve the objectives of the zoning ordinance prescribed in Section 17.02.020.

B. If the commission's recommendation is to change property from one zone designation to another, the commission may recommend that conditions be imposed so as not to create problems adverse to the public health, safety and general welfare of the city and its residents. (Ord. 2017-01 (part), 2017: prior code § 7585)

17.44.070 Action of city planning commission.

The city planning commission shall make a specific finding as to whether the change is required to achieve the objectives of the zoning ordinance prescribed in Section 17.02.020. The commission shall transmit a report to the city council recommending that the application be granted, conditionally approved, or denied or that the proposal be adopted or rejected, together with one copy of the application, resolution of the commission or request of the Council, the sketches or drawings submitted and all other data filed therewith, the report of the city engineer and the findings of the commission. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7586)

17.44.080 [Reserved].

17.44.090 Action of city council.

A. Upon receipt of the resolution or report of the city planning commission, the city council shall review the application or the proposal and shall consider the resolution or report of the commission and the report of the city planning staff.

B. The city council shall make a specific finding as to whether the change is required to achieve the objectives of the zoning ordinance prescribed in Section 17.02.020. If the council finds that the change is required, it shall enact an ordinance amending the zoning map or an ordinance amending the regulations of this title, whichever is appropriate. The city council may impose conditions on the change of zone for the property where it finds that said conditions must be imposed so as not to create problems inimical to the public health, safety and general welfare of the city and its residents. If conditions are imposed on a change of zone, said conditions shall run with the land and shall not automatically be removed by a subsequent reclassification or change in ownership of the property. Said conditions may be removed only by the city council after recommendation by the planning commission. If the council finds that the change is not required, it shall deny the application or reject the proposal. (Ord. 2017-01 (part), 2017: prior code § 7587)

17.44.100 Change of zoning map.

A change in zone boundary shall be indicated on the zoning map. (Ord. 2017-01 (part), 2017: prior code § 7589)

17.44.110 New application.

Following the denial of an application for a change in a zone boundary, no application for the same or substantially the same change shall be filed within one year of the date of denial of the application. (Ord. 2017-01 (part), 2017: prior code § 7590)

17.44.120 Report by city planner.

On any amendment to the zoning code changing property from one zone classification to another, the city planner shall inform the planning commission and the city council of any conditions attached to previous zone changes as a result of action taken pursuant to Sections 17.44.060, 17.44.070 and 17.44.090. (Ord. 2017-01 (part), 2017: Ord. 9605 § 30 (part), 1996: prior code § 7591)

Visalia City Council

Staff Report

File #: 25-0335 **Agenda Date:** 8/4/2025 **Agenda #:** 13.

Agenda Item Wording:
Oak Tree Preservation Ordinance Amendment- Second reading and adoption of Ordinance 2025-06 amending Chapter 12.24 of the Visalia Municipal Code Relating to Oak Tree Preservation.

Prepared by: Zach Huff, Urban Forestry Supervisor 713-4295, zach.huff@visalia.city; Alvin Dias, Parks and Facilities Manager 713-4564, alvin.dias@visalia.city; Jason Glick, Parks and Recreation Director 713-4042, jason.glick@visalia.city

Department Recommendation: It is recommended that the City Council conduct the second reading of, and adopt, Ordinance No. 2025-06 amending Chapter 12.24 of the Visalia Municipal Code relating to Oak Tree Preservation.

Summary:
The first reading of Ordinance 2025-06 amending Chapter 12.24 of the Visalia Municipal Code relating to Oak Tree preservation was approved on July 21, 2025 with revisions to the following sections:

1. Section 12.24.030 - Oak Tree Removal Permit Required - Remove the requirement for private property owners to obtain a permit from the City before removing a Valley Oak Tree on their property.

2. Section 12.24.050 - Emergencies - Editing subsection B to clarify that public utilities are not required to obtain a permit from the City to deal with Valley Oak Trees to maintain utility facilities.

3. Amendment of Section 12.24.060 Pruning Notice Required - Replacing the term “person” with “public agency” to clarify that only public agencies are potentially subject to the Valley Oak Tree pruning requirements, not private property owners.

4. Amendment of Section 12.24.100 Public Assistance for Property Owners - Editing subsection A, removing “who has submitted a notice of intent to prune or remove an oak tree” since private property owners will not be required to obtain a notice of intent to prune or remove an oak tree.

If this second reading is approved and Ordinance 2025-06 adopted, it will go into effect thirty days thereafter.

Background Discussion:
As discussed in the staff report presented during the June 16, 2025 City Council meeting, the City of Visalia implemented the Oak Tree Preservation ordinance for the purpose of preserving Valley Oak Trees within municipal limits. However, as also noted in that report, since the last major drought, the

City of Visalia has dealt with a significant increase in the number of requests for oak tree removals from residents as many trees did not fare well in the last drought. For the past several years the City has responded with modifications to the Oak Tree Preservation Ordinance, as detailed below in the list of prior City Council actions. Issues with oak tree failures have continued and recently, there have been requests from homeowners to remove oak trees due to insurance company requirements for clearance around buildings.

Recognizing that the preservation of Valley Oak Trees is a valid municipal purpose and such trees provide public benefits such as enhancing natural scenic beauty, assist with urban tree cover, and promote the regulation of temperature through the provision of shade. It is recommended that the Oak Tree Preservation remain in part to encourage the preservation of these trees.

However, private residential lot sizes have been steadily decreasing, which makes long term preservation of Valley Oak trees, that existed in rural areas with large root systems, difficult in dense urban areas as Visalia expands. It is difficult for Valley Oak Trees to thrive in an urban setting, as demonstrated by the number of oak tree failures after the last drought, and that when these trees fail, they can cause significant damage. In addition, insurance requirements are becoming increasingly demanding on private properties and can create a financial hardship for property owners that risk cancellation of their insurance policies if they do not remove trees that insurance companies deem hazardous. Due to these issues the proposed ordinance, based on the discussions with City Council on June 16, 2025, removes private property owners from the Oak Tree Preservation Ordinance. The ordinance would still apply to publicly owned property. City staff will continue to apply the Oak Tree Preservation requirements, when applicable, to public agencies and the matter is subject to review by the City Council at a later date to confirm whether the Oak Tree Preservation Ordinance should be further modified. In addition, the mitigation fund for oak trees currently has $231,954. This fund will remain subject to City Council review and staff will continue to review potential measures for these funds, such as planting of oak trees on larger properties suitable to long term tree health.

Fiscal Impact: The mitigation fund currently has $231,954. Changes to the mitigation policy in the future could affect revenues and expenditures.

Prior Council Action: 2019 - Council approved an increase to the removal application fee and modification of 12.24.100 (3)(B) to recognize that the City no longer provides tree trimming with its own employees and amend the verbiage to allow property owners to utilize the services of a City-approved arborist or the City's contracted arborist.

2021 - Council approved the amendments to Chapter 12.24 to increase diameter of Valley Oak trees that would be protected, revised the process for removal of Valley Oak trees, and the findings that would waive mitigation fees. City staff also added a provision for low-income assistance with the removal of Valley Oak trees.

2024 - Council approved modifications to clarify that public utilities subject to CPUC jurisdiction are not required to obtain a permit to prune or remove a Valley Oak tree. At this time Council also directed staff to review procedures to alleviate the burden on homeowners with large Valley Oak trees on their property.

June 16, 2025 - City staff proposed options for modifying the Oak Tree Preservation and received direction from City Council to return with an ordinance that would exempt private properties from needing a permit to remove or prune a Valley Oak tree.

July 21, 2025 - Council approved 5-0, the first reading of Ordinance 2025-06 amending sections 12.24.030, 12.24.050, 12.24.060, and 12.24.100 of Chapter 12.24 of the Visalia Municipal Code Relating to Oak Tree Preservation.

Other: N/A

Alternatives: Reject the second reading of Ordinance 2025-06 Amending Chapter 12.24 of the Visalia Municipal Code Relating to Oak Tree Preservation and direct staff to return at a later date after receiving Council's updated recommendations.

Recommended Motion (and Alternative Motions if expected):
I move to approve the second reading and adoption of Ordinance 2025-06 Amending Chapter 12.24 of the Visalia Municipal Code Relating to Oak Tree Preservation.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/4/2025

Attachments: Current Oak Tree Ordinance, Oak Tree Ordinance No. 2025-06 Amendment.

Chapter 12.24

OAK TREE PRESERVATION

Sections:

Article 1. Purpose and Definitions

12.24.010 Purpose.

12.24.020 Definitions.

Article 2. Destruction Prohibition - Removal Permit Requirements

12.24.025 Willful destruction of oak trees prohibited.

12.24.030 Oak tree removal permit required.

12.24.035 Removal standards.

12.24.037 Mitigation requirements.

12.24.040 Notice of action and appeals.

12.24.050 Emergencies.

Article 3. Pruning Standards and Requirements

12.24.060 Pruning notice required.

12.24.070 I.S.A. pruning standards.

12.24.080 Copies of standards on file.

12.24.090 Enforcement.

12.24.100 Public assistance for property owners.

12.24.110 Oak maintenance fund.

Article 4. Development Proposals; Protection of Oak Trees

12.24.120 Encroachment into drip-line of oak trees during construction.

12.24.130 Building permits.

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Article 5. Enforcement

12.24.155 Enforcement.

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12.24.190 Form of proper service of notice.

12.24.200 Hearing by city council.

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12.24.240 Assignment of costs against property--Lien.

12.24.250 Authority.

12.24.260 Penalties.

12.24.270 Severability.

Article 1. Purpose and Definitions

12.24.010 Purpose.

A. In order to promote the public health, safety and general welfare, to enhance the beauty of Visalia and to complement and strengthen zoning, subdivision and land use standards and regulations, while at the same time recognizing individual rights to develop private property, the city council finds it necessary to establish basic standards, measures and compliance requirements for the preservation and protection of native Valley oak trees and landmark trees.

B. The provisions of this chapter are enacted to:

1. Enhance natural scenic beauty;

2. Assist in the overall goal of preservation, maintenance and regeneration of a healthy urban forest and tree cover;

3. Promote the conservation of energy resources and regulation of temperature through the provision of shade, evaporative cooling and wind break provided by trees;

4. Improve the quality of air, water, and soil resources;

5. Sustain and enhance property values;

6. Promote the well-being of the community;

7. Provide for recreational settings, wildlife habitat, and ecological balance;

8. Provide for safety through responsible and safe standards for the trimming and/or removal of oak trees;

9. Promote Visalia's unique identity. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

12.24.020 Definitions.

As used in this chapter, the following terms are defined in this section:

“City Manager” means the city manager of the city or his or here designated representative.

"Crown-drip-line" means the outer perimeter of an oak tree's canopy.

"Oak tree" means Valley Oak Tree (Quercus lobata). "Oak tree" may also mean a "landmark tree." "Landmark tree" means any native or non-native tree recognized by city council resolution for its age, size, location, outstanding habitat value, superior beauty, historical, and/or cultural significance.

"Person" means individuals, associations, corporations, public agencies, joint ventures, partnerships, independent contractors, and other agents and employees.

"Pruning standards" means those pruning standards established by the Western Chapter of the International Society of Arboriculture dated 1995, as revised by the Society from time to time, and as amended by this chapter.

(Ord. 2021-03 § 2, 2021; Ord. 2007-02 § 2 (part), 2007; Ord. 2003-07 § 1, 2003; Ord. 9907 § 2 (part), 1999)

Article 2. Destruction Prohibition - Removal Permit Requirements

12.24.025 Willful destruction of oak trees prohibited.

It is unlawful for any person to willfully remove, destroy, damage, mutilate, poison, or attempt to kill an oak tree in the city, except as may be allowed pursuant to a removal permit as provided for in Section 12.24.030 of this Chapter, or as designated in a notice to prune an oak tree that satisfies of Article 3 of this Chapter. As used in this section, the term "damage" shall include the pruning of an oak tree in a manner that is inconsistent with the pruning standards as established by section 12.24.070. (Ord. 2007-02 § 2 (part), 2007)

12.24.030 Oak tree removal permit required.

A. Any person desiring to destroy or remove an oak tree with a trunk diameter of eighteen (18) inches or greater at a point 4.5 feet above the root crown (also referred to as "18 inches Diameter Breast Height (D.B.H.)") on private or public property must first apply for and obtain a removal permit. Such application shall be in writing to the city clerk, who shall forward such application to the city manager of the city or their designee. The application shall contain the number, size and location of the oak trees and a brief statement of the reason of the requested action.

B. Within five calendar days of receipt of such application, the city manager or their designee shall post a notice on the subject tree, in a manner reasonably intended to inform the general public, stating that an application for removal of the tree has been filed and is pending with the city manager or their designee. Within fourteen calendar days of receipt of such application, the city manager or their designee shall inspect the premises whereon such oak trees are located, and shall issue an intended decision in writing as to whether or not the application will be approved, and if so, what mitigation shall be required as a condition to approval, consistent with Section 12.24.035 below; provided, however, that failure to render an intended decision within such period shall not be deemed approval.

C. The city manager or their designee shall not grant a removal permit unless one of three findings enumerated in Section 12.24.035 can be made based on substantial evidence and, where necessary, expert advice of a certified arborist. The applicant may submit his or her own supporting material, including a report of an independent certified arborist, for consideration by the city manager. However, the city manager or their designee shall retain the discretion for determining the weight and value to be given to such independent reports.

D. Upon determination that one of the three findings enumerated in Section 12.24.035 can be met and a removal permit may be granted, the city manager or their designee shall establish mitigation requirements in a manner consistent with the policy to be developed and implemented pursuant to Section 12.24.037. No mitigation shall be required for oak trees removed pursuant to subsections A. or C. of section 12.24.035, unless the city manager or their designee determines that the applicant's negligence or willful conduct contributed to the decline of the health of the oak tree. The mitigation requirements established by the city manager or their designee shall attach to the permit as conditions, and shall be enforceable as a lien against the applicant's real property. In no event shall the availability of mitigation measures, or the willingness of the applicant to agree to such measures, be a factor in determining whether removal of the tree is warranted.

(Ord. 2021- 03 § 2, 2021; Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

12.24.035 Removal standards.

No removal permit shall be granted pursuant to section 12.24.030 of this Chapter unless the city manager determines that substantial evidence supports one of the following three findings:

A. The general health of the oak tree warrants removal. A removal permit may be granted based on the health of the tree only if one of the following tests can be satisfied:

1. The oak tree is in danger of falling or is deemed to be structurally unsound, according to generally accepted arboricultural standards, and is in proximity to existing or proposed structures; or

2. The oak tree is a host for plant, pest, or disease endangering other species of trees or plants with infection or infestations.

3. Protection of pre-existing improvements that have been interfered with by the oak tree, or otherwise allow the reasonable enjoyment of private property.

4. The oak tree is causing damage to a dwelling, building or structure, including foundational support for same, and/or damaging the essential utilities servicing the dwelling, building or structure. A professional evaluation by a certified arborist, licensed plumber, landscape architect or structural engineer detailing the damage being caused shall be required as part of the application for removal permit identified in Section 12.24.030.

B. Removal of the oak tree is necessary to allow construction of new improvements or the repair or protection of pre-existing improvements that have been interfered with by the oak tree, or otherwise allow the reasonable enjoyment of private property. The city manager shall apply the following factors in determining the necessity of removal of an oak tree for purposes of this subsection:

1. The size and age of the oak tree to be removed, and its historic, aesthetic or cultural value; a larger, older and more historically, aesthetically, or culturally valuable tree may be removed only if each of the other factors weigh heavily in favor of removal.

2. The necessity of the removal of the oak tree for new construction or expansion of existing improvements.

3. The lack of any reasonable alternative to the proposed improvement that does not require removal of the oak tree. The availability of funds from the Oak Tree Maintenance Fund to assist the property owner in repairing or reconfiguring improvements in a manner to save an oak tree should be taken into account in determining whether reasonable alternatives to removal exist such that a permit on this grounds should not be granted.

C. Urban forestry or land management practices warrant removal of the oak tree. An oak tree may be removed based on urban forestry or land management practices if one of the following conditions exist:

1. Removal of the oak tree will substantially benefit the topography of the land and the soil retention, water retention, and diversion or increased flow of surface waters.

2. Removal of the oak tree will not be detrimental to the general public because the number, species, size, and location of existing trees in the area offset the removal of the oak tree, and the removal will not have an adverse effect on shade areas, air pollution, historic values, scenic beauty, and the general welfare of the city as a whole.

3. Removal of the oak tree is consistent with good urban forestry practices such as, but not limited to, the number of healthy trees the subject parcel of land will support.

4. The property owner proposing to remove the tree can establish by adequate proof that the subject tree did not exist prior to the current owner's purchase of the property; this provision shall only apply to trees with a DBH of six (6) inches or less.

(Ord. 2021-03 § 2, 2021; Ord. 2007-02 § 2 (part), 2007)

12.24.037 Mitigation requirements.

In recognition and furtherance of the purposes of this Chapter, as enumerated in Section 12.24.010, it is the policy of the City of Visalia that property owners who are granted a permit to remove an oak tree pursuant to Subparagraph B. of section 12.24.035 offset the loss of the oak tree by either replacing the oak tree removed with new oak trees on the same property (in-kind mitigation) or by paying mitigation fees intended to be used for the establishment of new oak trees on other property or on public property for the benefit of the general public (in-lieu mitigation). In furtherance of this policy, the city manager shall develop an Oak Tree Mitigation Policy establishing in-kind and in-lieu mitigation measures to be required for oak tree removals. The Oak Tree Mitigation Policy, and any subsequent amendment thereto, shall be submitted to the city council for approval by resolution. (Ord. 2007-02 § 2 (part), 2007)

12.24.040 Notice of action and appeals.

A. Notice of the city manager’s intended decision on a permit application submitted pursuant to section 12.24.030 shall be given by personal delivery or first class mail to the applicant and to any person filing a written request with the city manager for notice of all permit approvals under this ordinance. Further, notice of the intended decision shall be posted on the subject tree in a manner reasonably intend to inform the general public of the decision, and the right to appeal.

B. Any person aggrieved or affected by the city manager’s intended decision, or any member of the city council, may appeal the intended decision to the city council by filing a written notice of appeal with the city clerk within ten business days, excluding weekends and holidays, after the delivery or mailing of the notice. Any such notice of appeal shall be accompanied by an appeal fee in the amount specified by the city council.

C. If no appeal is filed within such time, the city manager shall promptly implement the intended decision by denying or issuing the permit, with or without conditions. An appeal automatically stay execution of the implementation of the intended decision until the appeal has been considered and decided by the city council. (A member of the city council shall be exempt from the requirement of an appeal fee).

D. The city clerk shall place all such appeals on the agenda of the next regular council meeting and shall give notice to the applicant and/or appellant. The city council shall consider and decide all issues raised in the appeal, and the decision of the council shall be final. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

12.24.050 Emergencies.

A. In the case of emergency caused by the dangerous condition of an oak tree requiring immediate action for the protection of life or property, a tree may be cut down in whole or in part on the order of the city manager or any on-duty public works or public safety personnel.

B. Public utilities subject to the jurisdiction of the Public Utilities Commission of the state of California may also take such action as may be necessary to maintain a safe operation for their facilities. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

Article 3. Pruning Standards and Requirements

12.24.060 Pruning notice required

A. Except in cases of emergencies as described in Section 12.24.050, no person shall prune or cause to be pruned any oak tree with a trunk diameter of ten (10) inches or greater at a point 4.5 feet above the root crown (also referred to as "10 inches Diameter Breast Height (D.B.H.)") within the city without first submitting a completed oak tree intent to prune notice with the city manager, as provided herein.

B. The notice shall be delivered to the city manager prior to the start of the work to be performed.

C. The notice shall be in a form as provided by the city manager and shall include the following information:

1. The name, address and telephone number of the property owner.

2. The name, address and telephone number of the person(s) intending to prune the tree.

3. The date(s) of the pruning.

4. A description of the tree(s) to be pruned including the approximate size and location of the tree with sufficient specificity to enable the city manager to precisely locate and identify the subject tree(s).

5. If the work is to be performed in any public right-of-way, proof of insurance coverage for general liability, property damage, and workers' compensation in case of injury or damage to person or property.

6. Proof of the possession of a valid city business license.

D. A copy of the notice must be in the possession of the person pruning the oak tree at all times during the course of the work being performed.

(Ord. 2021-03 § 2, 2021; Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

12.24.070 I.S.A. pruning standards.

That certain document known and designated as ANSI A300 Pruning Standards and the International Society of Arboriculture Best Management Practices for Tree Pruning, as amended from time to time, is adopted by the council of the city as the standards for pruning trees located within the city to all intents and purposes and to the same effect as if each and every section, paragraph, sub-paragraph, word, phase, clause or illustration contained therein were fully set forth herein except for the deletion of any provisions as provided for in the chapter. A copy of such standards shall be on file with the city clerk and shall be available for purchase in the office of the city clerk. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

12.24.080 Copies of standards on file.

Reference is made to three copies of said standards filed in the office of the city clerk of the city which are now so filed for full particulars of said pruning standards. (Ord. 9907 § 2 (part), 1999)

12.24.090 Enforcement.

Except as otherwise provided herein, the provisions of this chapter shall be administered and enforced by the director in his or her capacity as enforcement officer. In the enforcement of this chapter such enforcement officer and his or her deputies may enter upon private or public property to examine any oak tree, and may issue citations for any violations of this chapter. (Ord. 9907 § 2 (part), 1999)

12.24.100 Public assistance for property owners.

A. If the city manager determines that a property owner, who has submitted a notice of intent to prune or remove an oak tree, cannot properly prune or remove his or her oak tree without the

assistance of a professional tree trimmer, and that said property owner cannot afford to hire a professional tree trimmer because he or she does not have the financial resources to pay for such services, the city manager may provide financial assistance to said property owner for the purpose of pruning or removal of the tree or trees, if all the following conditions are met and funds are available:

1. The property owner uses the property where the tree(s) is located as his or her principal place of residence;

2. The aggregate gross income of all persons eighteen (18) years of age or older residing on the property does not exceed the minimum amount as may be set from time to time, by resolution of the city council, pursuant to this subdivision; and

3. The city manager determines that it is necessary to prune or remove the tree to remove hazardous conditions, remove disease, rot, pests, other harmful conditions, or promote healthy growth of the tree(s).

B. Such financial assistance may include, but not be limited to, low interest loans, work done by the city with the cost borne in part or in whole by the property owner, work done by the city with the cost borne by the city to be repaid by the property owner upon such terms as the city and property owner shall agree, or any combination thereof.

(Ord. 2021-03 § 2, 2021; Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

12.24.110 Oak maintenance fund.

For purposes of providing such financial assistance as described in Section 12.24.100, and for accomplishing the oak tree mitigation goals as described in the Oak Tree Mitigation Policy developed pursuant to Section 12.24.037, it is established the "oak maintenance fund" which shall be funded either in part or in whole by those portions of fines which may be assessed by the courts, or through the administrative penalty process, known as "civil penalty assessments" for violations of this chapter, and by mitigation fee payments ordered pursuant to the Oak Tree Mitigation Policy established pursuant to Section 12.24.037. The Oak Tree Maintenance Fund shall be managed as described in the Oak Tree Mitigation Policy. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 §2 (part), 1999)

Article 4. Development proposals; protection of oak trees

12.24.120 Encroachment into drip-line of oak trees during construction.

A. With respect to any application for a building or development permit, all encroachment by permanent structures into the crown drip-line of a Valley Oak is prohibited unless approved by the City Manager or his/her designee. If encroachment into the crown drip line is approved, the city shall require special construction techniques to be employed, as determined by the city manager.

B. The existing ground surface within crown-drip-line (measured horizontally) of the trunk of any oak tree shall not be cut, filled, compacted or paved without the consent of the city manager. Tree wells may be used when advisable. Excavation adjacent to any oak tree shall not be permitted where material damage to the root system will result.

C. The city council shall, by resolution adopt guidelines for commercial, industrial, and residential development and construction on property within the city, and city-initiated projects, where any oak tree is located. Such guidelines adopted pursuant to this subsection shall be made a part of this subsection and shall be enforced as hereinafter set forth. (Ord. 2007-02 § 2 (part), 2007; Ord. 2003-07 § 2, 2003; Res. 2003-61 (part), 2003; Ord. 9907 § 2 (part), 1999)

12.24.130 Building permits.

A. When any building permit, grading permit, or development permit is applied for pursuant to the city code and a proposed structure or construction project would require the destruction, removal, or

pruning of an oak tree, or encroachment into the crown-drip-line of an oak tree, said permit shall not issue until the city manager has confirmed that all requirements of this chapter, including the obtaining of a removal or pruning permit or the imposition of encroachment conditions, can be met In no event shall any disturbance of the premises, disturbance of the oak trees, or encroachment into the crow-drip-line be allowed until all requirements of the chapter are met and a building permit with appropriate conditions and oak tree removal permit are issued. The issuance of a building permit notwithstanding this section shall in no event serve as a defense to a violation of any provision of this Chapter.

B. In the event a permit to destroy or remove an oak tree is issued in order to enable the applicant to carry out some project of development or improvement of the property, such permit shall be valid and effective only in connection with the actual accomplishment of such project.

C. In the event conditions related to removal or pruning of oak trees, or encroachment into the crown-drip-line, are attached to a building, grading or development permit, a minimum $10,000 deposit (or amount deemed necessary by the city manager) shall be posted and maintained to ensure compliance with such conditions. The deposit shall be posted in a form approved by the City Attorney prior to any grading or movement of heavy equipment onto the site or issuance of any permits. Each violation of any condition regarding tree preservation shall result in forfeiture of a portion or the entirety of the deposit, at the discretion of the city manger. No deposit shall be required where the potential impacts to oak trees, and the required conditions to avoid such impacts, although present, are minimal. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

12.24.140 Willful destruction of oak trees.

It is unlawful for any person to willfully destroy, mutilate, poison, or attempt to kill an oak tree in the city. Exceptions to this section are to be found in Section 12.24.050 which provides for emergency destruction, removal, or pruning of an oak tree. (Ord. 9907 § 2 (part), 1999)

12.24.150 City projects.

City-initiated projects should comply with standards referred to in Section 12.24.120. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

Article 5. Enforcement

12.24.155 Enforcement.

Except as otherwise provided herein, the provisions of this chapter shall be administered and enforced by the city manager in his or her capacity as enforcement officer. In the enforcement of this chapter such enforcement officer and his or her deputies may enter upon private or public property to examine any oak tree, and may issue citations for any violations of this chapter. (Ord. 2007-02 § 2 (part), 2007)

12.24.160 Nuisances.

A. It is declared a public nuisance for any person owning, leasing, occupying or having charge of any premises in the city which has one or more oak trees located thereon to intentionally, negligently accidentally, or otherwise maintain said premises in such a manner so as to cause harm to and of said oak trees, by reason of any of the following conditions:

1. Water saturation or deprivation;

2. Nailing, screwing, stapling, bolting, or otherwise attaching boards, fences, signs, placards, posters, or other material which might cause injury to the oak tree;

3. Neglect in the pruning or trimming of overgrown, diseased, decaying, dead, or rotting limbs, branches and foliage.

B. In addition to enforcing provisions of this code that constitute a public nuisance through criminal citations, civil action or administrative enforcement, the city manager may enforce against and abate any and all nuisances declared pursuant to this section in a manner consistent with applicable provisions of the Visalia Municipal Code pertaining to the procedure for abatement of nuisances, or absent such provisions, in a manner consistent with the laws of the State of California pertaining to abatement of nuisances. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

12.24.170 Abatement.

All premises or oak trees declared to be such public nuisances and ordered to be abated may be abated by watering, conditioning the soil, constructing berms, pruning or trimming, or removing offending materials affixed to the tree which might cause injury to said tree, pursuant to the procedures set forth in this code. (Ord. 9907 § 2 (part), 1999)

12.24.180 Notice of hearing to abate.

A. Within thirty (30) days of the passage of said resolution, the city clerk shall cause to be conspicuously posted on the premises, where the oak tree(s) are located, a certified copy of the resolution of the city council, which said notices shall be titled: "NOTICE OF HEARING" in letters of not less than one inch in height and shall be substantially in the following form:

NOTICE OF HEARING

TO ABATE NUISANCE

Notice is hereby given that on the ___day of ___ , __, the City Council of the City of Visalia passed a resolution declaring that certain Oak Tree(s) located or standing upon that certain lot, piece or parcel of land, situated in the City of Visalia, State of California, known and designated as, in said City, and more particularly described as Lot No., Tract No., or name of subdivision in said City, constitutes a public nuisance and must be abated by the rehabilitation of such premises by the watering, pruning, trimming, or other methods; otherwise said nuisance will be abated by the municipal authorities of the City, in which case the cost of such rehabilitation, watering, pruning or trimming will be assessed upon the land on which said Oak Tree(s) is or are located and such cost will constitute a lien upon such land until paid. (Reference is hereby made to said resolution for further particulars.)

B. The city clerk shall cause to be served upon the owner of each of the oak tree(s) declared to be a public nuisance and sought to be rehabilitated by watering, pruning or trimming one copy of said notice and a certified copy of the resolution of the city council, in accordance with these provisions.

C. Said notices and resolutions must be posted and served as aforesaid, at least thirty (30) days before the time fixed for the hearing before the city council and proof of posting and service of such notices and resolutions shall be made by affidavit which shall be filed with the city council. (Ord. 9907 § 2 (part), 1999)

12.24.190 Form of proper service of notice.

Proper service of said notice and resolution shall be by personal service upon the person owning the property as such person's name and address appears on the last equalized assessment roll, if he is found within the city limits, or if he is not to be found within the city limits, by depositing a copy of said notice and resolution in the U.S. post office properly enclosed in a sealed envelope and with the posting thereon fully prepaid. Said mail shall be registered or certified and addressed to said owner at the last known address of said owner. The service is complete at the time of deposit. (Ord. 9907 § 2 (part), 1999)

12.24.200 Hearing by city council.

A. At the time stated in the notices, the city council shall hear and consider all objections or protests, shall receive testimony and other evidence from owners, witnesses and parties interested relative to such alleged public nuisance and as to rehabilitation of such premises by the watering, pruning or trimming, or by other abatement thereof, and may continue the hearing from time to time.

B. Upon the conclusion of said hearing, the city council shall allow or overrule any or all of said protests. If the city council finds that good and sufficient cause does exist why said premises should be rehabilitated, or oak tree(s) should be watered pruned, trimmed, or treated, the city council shall prepare and file a report of such findings with the city clerk.

C. Following said public hearing, the city council may by resolution order the director to abate said nuisance, after a period of thirty (30) days, by having the oak tree(s) watered, pruned, trimmed, treated, or the nuisance otherwise abated, and the director and his or her authorized representatives are hereby expressly authorized to enter upon private property for that purpose. (Ord. 9907 § 2 (part), 1999)

12.24.210 Service on owner of resolution to abate.

A copy of said resolution ordering the director to abate said nuisance shall be served upon the owner of said property in accordance with the provisions of this chapter and shall contain a detailed list of needed corrections. Any property owner shall have the right to have any such oak tree(s) watered, pruned, trimmed, treated, or the nuisance otherwise abated at his or her own expense, provided the same is completed prior to the expiration of the time set forth in said resolution. (Ord. 9907 § 2 (part), 1999)

12.24.220 Record of cost for abatement.

The director shall keep an account of the cost (including incidental expenses) of abating such nuisance on each separate lot, or parcel of land where the work has been done and shall render an itemized report in writing to the city council showing the cost of watering, pruning, trimming, or treating said oak tree(s), and incidental expenses, on each separate lot or parcel of land; provided, that before said report is submitted to the city council, a copy of the same shall be posted for at least five days upon the premises or property upon which such oak tree(s) are situated, or the nuisance committed, together with a notice of the time when said report shall be submitted to the city council for confirmation; and a copy of said report and notice shall be served upon the owner of said property, in accordance with the provisions of this chapter at least five days prior to submitting the same to the council; proof of said posting and service shall be made by affidavit and filed with city clerk. The term "incidental expenses" shall include, but not be limited to the expenses and costs of the city in the preparation of notices, specifications and contacts, and in inspecting the work, and the costs of printing and mailing required hereunder. (Ord. 9907 § 2 (part), 1999)

12.24.230 Hearing and proceedings.

At the date and time fixed for receiving and considering said report the city council shall hear and pass upon the report of the director, together with any objection or protests which may be raised by any of the owners of property liable to be assessed for the work of abating such nuisance any other interest persons. Thereupon, the city council may make such revision, correction or modification in the report as it may deem just, after which by resolution the report, as submitted, or as revised, corrected or modified, shall be confirmed; provided that said hearing or consideration may be continued from time to time. The decision of the city council on all protests and objections which may be made, shall be final and conclusive. (Ord. 9907 § 2 (part), 1999)

12.24.240 Assignment of costs against property--Lien.

The amount of the costs of abating such nuisance upon any lot or parcel of land, as confirmed by the city council, shall constitute a special assessment against the respective lot or parcel of land, and

as thus keep a lien on said property for the amount of such assessment. After the confirmation of said report, a copy shall be turned over to the assessor and the tax collector of the county of Tulare, acting on behalf of the city, whereupon it shall be the duty of said assessor and tax collector to add the amounts of the respective assessments to the next regular bills of taxes levied against the said respective lots and parcels for land for municipal purposes, and thereafter said amounts shall be collected at the same time and in the same manner as other municipal taxes are collected, and shall be subject to the same penalties and the same procedure under foreclosure and sale in case of delinquency as provided for other municipal taxes. (Ord. 9907 § 2 (part), 1999)

12.24.250 Authority.

Any and all nuisances declared and abated hereunder shall be processed pursuant to the authority set forth in Sections 38771 et seq., of the Government Code of the state of California, in the manner described herein above. (Ord. 9907 § 2 (part), 1999)

12.24.260 Penalties.

A. Unless otherwise noted herein, a violation of any provision of this Chapter shall constitute a misdemeanor.

B. Any violation of any provision of Sections 12.24.060 and 12.24.070 shall be deemed an infraction and be punishable upon conviction as hereinafter set forth.

C. Any person convicted of a misdemeanor under this chapter shall be punished by a fine not to exceed one thousand dollars ($1,000.00) and/or six months in the county jail. Each day that a violation continues shall be regarded as a separate offense.

D. Any person convicted of an infraction of this chapter shall be punished by a fine not to exceed five hundred dollars ($500.00). Each day the violation continues shall be regarded as a new and separate offense.

E. Upon a person being convicted of any violation under this chapter, the court shall, in addition to, or in lieu of, the above penalties, or any other penalty provided and imposed under this chapter, order the defendant to pay a civil penalty assessment to the City of Visalia to be used in the manner described in the Oak Tree Maintenance Fund, as described in Section 12.24.110 herein, which Civil Penalty is designed as restitution to compensate the city and the community for the loss or diminution of economic, aesthetic, environmental, and property values resulting from the loss of any oak tree or portion thereof, and for the city's costs and attorney's fees in prosecuting the matter. In cases of un-permitted removal of an oak tree in violation of Section 12.24.025, such civil penalty shall be calculated by doubling the in-lieu mitigation amount as indicated in the Oak Tree Mitigation Policy implemented pursuant to Section 12.24.037, which would have been imposed for the specific tree had a permit been obtained. In cases of purposeful damage to an oak tree in violation of Section 12.24.025, the civil penalty imposed shall be calculated by multiplying one half times the in-lieu mitigation amount as indicated in the Oak Tree Mitigation Policy implemented pursuant to Section 12.24.037, which would have been imposed for the specific tree had a removal permit been obtained.

F. Any violation of any provision of this chapter may result in the immediate suspension of any permit previously issued for the construction and/or development of property upon which said violation occurred, until compliance with all mitigation measures required by this ordinance is demonstrated to the satisfaction of the city manager.

(Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

12.24.270 Severability.

A. If any section, subsection, paragraph, sentence, clause, or phrase of this chapter is held to be unconstitutional or invalid or ineffective by any court or tribunal of competent jurisdiction, such

decision shall not affect the validity or effectiveness of the remaining portions of this chapter, or any part thereof.

B. If the application of any provision of this chapter or any person, property, or circumstance is found to be unconstitutional or invalid or ineffective in whole or in part by any court or tribunal of competent jurisdiction, the effect of such decision shall be limited to the person, property, or circumstance immediately involved in the controversy, and the application of any such provision to other persons, properties or circumstances shall not be affected. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

Ordinance No. 2025-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA AMENDING CHAPTER 12.24 OF THE VISALIA MUNICIPAL CODE RELATING TO OAK TREE PRESERVATION

BE IN ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

SECTION 1. Consistent with its control over municipal affairs as a charter city and the powers vested in the City of Visalia through the California Constitution, the City of Visalia is authorized to secure and promote the public health, comfort, safety, and welfare of its citizenry. The City of Council of the City of Visalia hereby makes the followings findings:

A. In 1971, the Visalia City Council adopted the first Oak Tree Preservation ordinance in an effort to preserve diminishing oaks from urbanization. This Ordinance was amended in 1974 to set guidelines for maintenance and preservation. This pioneering approach to preserving Visalia's heritage has used as a model for other California cities.

B. Over the last several months, the Visalia City Council has received and addressed a few citizen appeals related to denials of Oak Tree Removal Permits. During the public hearings for those appeals, a majority of the Council directed staff to revisit the current Oak Tree Preservation ordinance provisions related to the process and conditions for applying for and obtaining authorization for the removal of certain oak trees under certain circumstances.

C. Accordingly, staff provided Council with a history of the Oak Tree Preservation ordinance, an explanation of how the application for removal process works, and several initial recommendations for changes to the current provisions of Chapter.12.24 of the Visalia Municipal Code.

D. Based upon the direction provided to staff by the City Council, the City of Visalia has identified the need to amend the existing provisions of Chapter.12.24 of the Visalia Municipal Code to more effectively serve its current purpose and intent.

SECTION 2. Title 12 of the Visalia Municipal Code is hereby amended by revising Sections 12.24.030, 12.24.050, 12.24.060, and 12.24.100 of Chapter 12.24 to include the modifications described below with additional language listed in italics and deleted language listed in strikeout. Chapter 12.24 shall henceforth read as follows:

Section 12.24.030 Oak Tree Removal Permit Required.

A. Any person desiring to destroy or remove an oak tree with a trunk diameter of eighteen (18) inches or greater at a point 4.5 feet above the root crown (Also referred to as "18 inches Diameter Breast Height (D.B.H.)") on ~~private or~~ public property must first apply for and obtain a removal permit. Such application shall be in writing to the city clerk, who shall forward such application to the city manager of the city or their designee. The application shall contain the number, size and location of the oak trees and a brief statement of the reason of the requested action. Submission of an application shall not require a fee.

B. Within five calendar days of receipt of such application, the city manager or their designee shall post a notice on the subject tree, in a manner reasonably intended to inform the general public, stating that an application for removal of the tree has been filed and is pending with the city manager or their designee. Within fourteen calendar days of receipt of such application, the city manager or their designee shall inspect the premises whereon such oak trees are located, and shall issue an intended decision in writing as to whether or not the application will be approved, and if so, what mitigation shall be required as a condition to approval, consistent with Section 12.24.035 below; provided, however, that failure to render an intended decision within such period shall not be deemed approval.

C. The city manager or their designee shall not grant a removal permit unless one of three findings enumerated in Section 12.24.035 can be made based on substantial evidence and, where necessary, expert advice of a certified arborist. The applicant may submit his or her own supporting material, including a report of an independent certified arborist, for consideration by the city manager. However, the city manager or their designee shall retain the discretion for determining the weight and value to be given to such independent reports.

D. Upon determination that one of the three findings enumerated in Section 12.24.035 can be met and a removal permit may be granted, the city manager or their designee shall establish mitigation requirements in a manner consistent with the policy to be developed and implemented pursuant to Section 12.24.037. No mitigation shall be required for oak trees removed pursuant to subsections A. or C. of section 12.24.035, unless the city manager or their designee determines that the applicant's negligence or willful conduct contributed to the decline of the health of the oak tree. The mitigation requirements established by the city manager or their designee shall attach to the permit as conditions, and shall be enforceable as a lien against the applicant's real property. In no event shall the availability of mitigation measures, or the willingness of the applicant to agree to such measures, be a factor in determining whether removal of the tree is warranted.

Section 12.24.050 Emergencies.

A. In the case of emergency caused by the dangerous condition of an oak tree requiring immediate action for the protection of life or property, a tree may be cut down in whole or in part on the order of the city manager or any on-duty public works or public safety personnel.

B. *No permit is required for* Public utilities subject to the jurisdiction of the Public Utilities Commission of the state of California may also take such action as may be necessary to maintain a safe operation for their facilities. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

Section 12.24.060 Pruning notice required

A. Except in cases of emergencies as described in Section 12.24.050, no ~~person~~ *public agency* shall prune or cause to be pruned any oak tree limb of a diameter of two ten inches or greater within the city without first submitting a completed oak tree intent to prune notice with the city manager, as provided herein.

B. The notice shall be delivered to the city manager prior to the start of the work to be performed.

C. The notice shall be in a form as provided by the city manager and shall include the following information:

1. The name, address and telephone number of the property owner.

2. The name, address and telephone number of the person(s) intending to prune the tree.

3. The date(s) of the pruning.

4. A description of the tree(s) to be pruned including the approximate size and location of the tree with sufficient specificity to enable the city manager to precisely locate and identify the subject tree(s).

5. If the work is to be performed in any public right-of-way, proof of insurance coverage for general liability, property damage, and workers' compensation in case of injury or damage to person or property.

6. Proof of the possession of a valid city business license.

D. A copy of the notice must be in the possession of the person pruning the oak tree at all times during the course of the work being performed. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

Section 12.24.100 Public assistance for property owners.

A. If the city manager determines that a property owner~~, who has~~

~~submitted a notice of intent to prune an oak tree,~~ cannot properly prune his or her oak tree without the assistance of a professional tree trimmer, and that said property owner cannot afford to hire a professional tree trimmer because he or she does not have the financial resources to pay for such services, the city manager may provide financial assistance to said property owner for the purpose of pruning or removal of the tree or trees, if all the following conditions are met and funds are available:

1. The property owner uses the property where the tree(s) is located as his or her principal place of residence;

2. The aggregate gross income of all persons eighteen (18) years of age or older residing on the property does not exceed the minimum amount as may be set from time to time, by resolution of the city council, pursuant to this subdivision; and

3. The city manager determines that it is necessary to prune the tree to remove hazardous conditions, remove disease, rot, pests, other harmful conditions, or promote healthy growth of the tree(s).

B. Such financial assistance may include, but not be limited to, low interest loans, work done by the city with the cost borne in part or in whole by the property owner, work done by the city with the cost borne by the city to be repaid by the property owner upon such terms as the city and property owner shall agree, or any combination thereof. (Ord. 2007-02 § 2 (part), 2007; Ord. 9907 § 2 (part), 1999)

SECTION 3. The City Council intends this Ordinance to supplement, not to duplicate or contradict any applicable state law and this Ordinance shall be construed in light of that intent.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 5. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law.

PASSED AND ADOPTED: August 4, 2025 BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

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

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2025-06 passed and adopted by the Council of the City of Visalia at a regular meeting held on August 4, 2025, and certify a summary of this ordinance has been published in the Visalia Times Delta.

Dated: LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Visalia City Council

Staff Report

File #: 25-0309 **Agenda Date:** 8/4/2025 **Agenda #:** 14.

Agenda Item Wording:
Second Reading and Adoption of Ordinance 2025-07 Regarding Easements - Adopt Ordinance 2025-07 authorizing the grant of easements to Southern California Edison Company to construct and maintain electrical facilities on a portion of city-owned property and authorizing the City Manager to execute the grant of easements.

Prepared by:
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Jason Huckleberry, Eng. & Bldg. Dir., Jason.huckleberry@visalia.city, 559-713-4495
Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, 559-713-4052

Department Recommendation:
Approve the second reading and adopt Ordinance 2025-07 authorizing the grant of easements and temporary construction easements to Southern California Edison Company to construct and maintain electrical facilities and authorizing the City Manager to execute the grant of easements.

Summary:
Southern California Edison Company (SCE) is requesting easements for the relocation of overhead transmission power lines, easements for the undergrounding of distribution power lines, and temporary construction easements that encroach into the farmland that is owned and operated by the City of Visalia's Water Reclamation Facility (WRF). The transmission easements are located along the southerly and easterly property lines of the WRF boundary and total approximately 33,327± square feet. The distribution easements are located along the easterly property line of the WRF boundary and total approximately 3,373± square feet. The temporary construction easements vary in shape and total approximately 58,748± square feet. The City is to be compensated $12,100 for the easements based on the appraisal report.

These easements are being granted to SCE for the benefit of the Caltrans Highway 99 and Caldwell Interchange project. These easements are required to accommodate the new interchange improvements.

Background Discussion:
The California Department of Transportation (Caltrans) will be starting a construction project to improve the Highway 99 Interchange at Avenue 280 (Caldwell Avenue) in August 2025. The project will have a duration of approximately 28 months with the project completion in early 2028. The project will be removing the existing bridge crossings over Highway 99 and the existing railroad tracks. New bridges will be constructed to accommodate the future traffic demands and meet current design standards. This involves widening the approaches on the east and west side of the railroad tracks and Highway 99.

Caltrans has acquired the additional right of way for the widening of the approaches from the City of Visalia. The easements requested by SCE for the relocation of the transmission poles, the undergrounding of the distribution power lines, and the temporary construction easements are located at the southeast corner of the Water Reclamation Facility which is also the northwest corner of the project limits (see Exhibit A). The SCE transmission poles are to be relocated to the north of the existing location due to the widening of the interchange approaches and along the easterly edge of the City owned property adjacent to the railroad right of way. The undergrounding of the distribution power lines is located along the easterly boundary of the WTP property which is also adjacent to the railroad right of way.

City staff has worked with Caltrans to explore options to limit the City's liability for future projects that would widen Ave 280 (Caldwell Avenue) which could require the relocation of the SCE transmission poles. This relocation of transmission poles would be a future cost to the City since the transmission poles are located within an SCE easement rather than public right of way. Caltrans explored the following options and associated impacts.

- Dedicating the SCE transmission easement adjacent to Avenue 280 in fee title as road right of way.
    - This additional road right of way dedication would need to be accepted by the County of Tulare which could result in a 3-to-5-month delay to the project.
- Realign the transmission pole alignment so an easement would not be required from the City of Visalia.
    - The option to redesign the transmission pole alignment had been asked of SCE on two occasions and SCE rejected the proposal. SCE stated that any redesign of the current plans could add up to 5-months for the redesign. A 5-month construction delay could result in a significant amount of extra contractor overhead cost that would need to be paid for by the project.

The State certified this project without the SCE easements, as they were unknown at the time of certification, to save a $16 million grant for construction and $20 million in programming. If the State was not able to advertise the project for construction, the cost of the construction project was anticipated to increase significantly over the engineer's estimate. The winning construction bid came in approximately $4 million below the engineer's estimate.

Caltrans will need to do a construction change order by August 1, 2025, to accommodate additional grubbing and clearing for the SCE easements as this activity is set to begin in mid-August to allow SCE to relocate beginning October 1, 2025.

Each option explored resulted in a possible delay of 3 to 5 months. If Caltrans has to delay the construction project start date this could result in significant overhead and extra cost claims from the contractor.

Acceptance of the SCE easements by the City would keep the overall project moving forward on the current construction schedule without incurring delay costs. SCE will not proceed with the relocation of the transmission poles without the executed easements. SCE will be relocating transmission and distribution power lines on the east and west side of Hwy 99 and SCE wants to complete all the work as one operation because SCE will need to coordinate the rerouting of power within its network to perform the work. The relocation of the transmission poles is needed so the new approaches to the

overcrossings can be constructed, this work is part of the first phase of construction

Fiscal Impact: The easements for the relocation of the SCE transmission poles and other distribution lines is to be granted to SCE and SCE will pay the City for the permanent easements and temporary construction easements. The City will be compensated in the amount of $12,100 for the SCE easements based on the appraised values.

Prior Council Action:
July 21, 2025. First Reading and Adoption of Ordinance 2025-07 authorizing the grant of easements to Southern California Edison Company to construct and maintain electrical facilities on a portion of city-owned property and authorizing the City Manager to execute the grant of easements

December 19, 2022. A presentation of Caltran's Caldwell Avenue and SR-99 Project was presented to City Council for information and authorized the Mayor to sign a letter of concurrence for the full closure of Caldwell Avenue during portions of the construction process at the interchange.

Other: None.

Alternatives: None recommended.

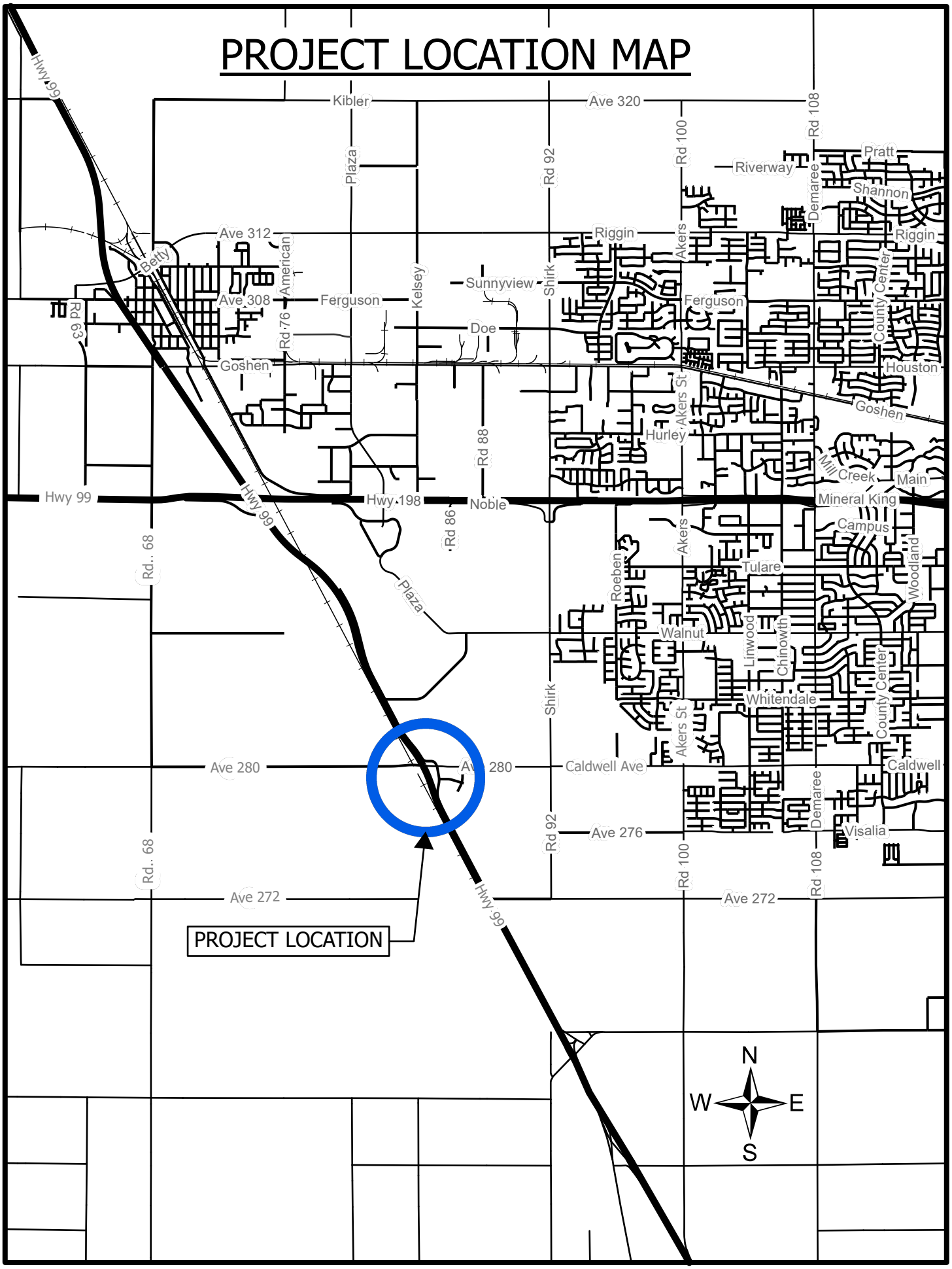
Recommended Motion (and Alternative Motions if expected):
I move to adopt Ordinance 2025-07 authorizing the grant of easements and temporary construction easements to Southern California Edison Company to construct and maintain electrical facilities and authorizing the City Manager to execute the grant of easements.

Environmental Assessment Status: Completed by Caltrans.

CEQA Review: Completed by Caltrans.

Deadline for Action: 8/4/2025

Attachments:
1. Project Location Map
2. Ordinance 2025-07
3. Exhibit A - Easement Display
4. Grant of Easements (Attachment 1)


PROJECT LOCATION MAP
Kibler
Ave 320
Plaza
Rd 92
Rd 100
Rd 108
Pratt
Riverway
Demaree
Shannon
Riggin
Ave 312
Betty
American
Akers
County Center
Ave 308
Ferguson
Kelsey
Sunnyview
Shirk
Rd 93
Rd 76
Doe
Goshen
Houston
Akers St
Hurley
Rd 88
Mill Creek
Main
Hwy 99
Hwy 198
Noble
Mineral King
Campus
Rd 86
Roeben
Tulare
Woodland
Walnut
Linwood
Chinowth
Whitendale
Rd 68
Ave 280
Caldwell Ave
Caldwell
Visalia
Ave 276
Ave 272
PROJECT LOCATION
N
W
E
S

ORDINANCE NO. 2025- 07

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY
LOCATED AT THE CALDWELL AVENUE/AVENUE 280 AND STATE ROUTE 99

WHEREAS, the City of Visalia owns all the legal and beneficial interest in certain real property, approximately 442 acres in size located at the intersection of Caldwell Avenue/Avenue 280 and State Route 99, APN 119-010-021, the property is currently being leased and used for seasonal crops; and

WHEREAS, the California Department of Transportation ("Caltrans") is working on a project to improve the connection between Caldwell/Avenue 280 and State Route 99, ("Project") a state highway project that Caltrans has full statutory authority to construct, including the right to acquire necessary property by eminent domain; and

WHEREAS, the Project, once completed, will provide a benefit to traffic flow and access between Caldwell Avenue and State Route 99; and

WHEREAS, Southern California Edison has informed the City that it needs to acquire a portion of APN 119-010-021 for the Project, approximately 0.84 acres of property that it needs to permanently acquire as easements and an additional 1.35 acres of property that Southern California Edison would need on a temporary basis during construction of the Project; and

WHEREAS, City engineering staff reviewed the proposed easement area and does not dispute that it would be needed for the Project; and

WHEREAS, City engineering staff reviewed the proposed easement area and do not consider use of the easements by Southern California Edison would impact the use of the remaining real property by the City; and

WHEREAS, state laws concerning notice requirements for surplus land sales are not applicable to purchases made under threat of condemnation by another public agency; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA:

Section 1: The Council hereby directs the City Manager to sell and transfer ownership of the easements required by Southern California Edison to accommodate the Caltrans project for fair market value in a form approved by the City Attorney, and allow for construction access as needed.

Section 2: The City Manager is also authorized to revise the current lease of the subject property with the tenant to accommodate this sale being made under threat of condemnation.

Section 3: This ordinance shall go into effect thirty (30) days after its passage.

PASSED AND ADOPTED: August, 4, 2025 BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

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

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2025-07 passed and adopted by the Council of the City of Visalia at a regular meeting held on August 4, 2025 and certify a summary of this ordinance will be published in the Visalia Times Delta.

Dated: August 4, 2025 LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

N

0 70 140 280 Feet

Legend

- New SCE Transmission Poles
- New SCE Distribution Facilities
- New SCE Distribution Facilities
- 15-ft Radial Clearance from Pole Centerline
- Temporary Construction Easement
- Permanent Utility Easement (SCE Transmission)
- New Transmission and Distribution Electric Overhead
- Permanent Utility Easement (SCE Distribution)
- Right of Way

Replace 45' Wood Pole with 50' Wood Pole
Pole #4001803E

Two 5" conduits (new)
from Pole #4001803E
to Vault #5778826

Install 7'x14'x8' Vault
Vault #V5778826

Six 5" conduits (new)
from Vault #577886
to Vault #5778825

New 85' TSP
Pole #4782889E

TEMPORARY
CONSTRUCTION
EASEMENT 53,698± SF

DISTRIBUTION
EASEMENT 3,373± SF

New Caltrans R/W

New County R/W

New 85' TSP
4782888E

State Route 99

RR R/W

New 85' Wood Pole
4782887E

Install 7'x14'x8' Vault
Vault #V5778825

Two 5" conduits (new)
from Pole #4782890E
to Vault #55778825

Remove existing pole
Pole #4781956E

OVERHEAD
TRANSMISSION
EASEMENT 18,967± SF

New 85' Wood Pole
Pole #4782890E

New 80' Wood Pole
Pole #4782891E

New 75' Wood Pole
Pole #4782893E

New 70' Wood Pole
Pole #4782894E

TEMPORARY
CONSTRUCTION
EASEMENT 5,050± SF

New 70' Wood Pole
Pole #4782895E

OVERHEAD
TRANSMISSION
EASEMENT 14,060 ± SF

New 70' Wood Pole
Pole #4782896E

New 70' Wood Pole
Pole #4782897E

New 70' TSP
Pole #4782892E

Replace 60' Stub Pole
Pole #4316521E

Caldwell Avenue

EXHIBIT A
EASEMENT DISPLAY

630

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CT 96002-5 & 96002-6

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT San Joaquin Valley	SERVICE ORDER TD2134182	SERIAL NO.	MAP SIZE
	FIM 067-013 APN 119-010-021	APPROVED: VEGETATION & LAND MANAGEMENT	BY SLS/BT	DATE 09/26/2024

CITY OF VISALIA, a municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Tulare, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF VISALIA, a municipal corporation

_____
Signature

_____
Print name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 119-010-021

SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

UNDERGROUND ELECTRICAL DISTRIBUTION EASEMENT

STRIP #1 (6.00 FEET WIDE)

A 6.00 FEET WIDE STRIP OF LAND BEING A PORTION OF THE LANDS OF THE CITY OF VISALIA, A MUNICIPAL CORPORATION, AS DESCRIBED IN THAT CORPORATION GRANT DEED FILED FOR RECORD ON DECEMBER 28, 1990 IN DOCUMENT NO. 84521, OFFICIAL RECORDS OF TULARE COUNTY LYING WITHIN SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY LINE OF THAT PORTION OF SAID SECTION 5, MORE PARTICULARLY DESCRIBED AS PARCEL 88199-1 DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, RECORDED ON OCTOBER 18, 2022 AS DOCUMENT NO. 2022-0063716, OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN COURSE IS DESCRIBED AS
"NORTH 82°25'24" EAST 224.99 FEET" (GRID DISTANCE) IN SAID DEED;

THENCE ALONG SAID CERTAIN COURSE, NORTH 82°25'24" EAST 61.70 FEET TO THE **TRUE POIN OF BEGINNING**;

THENCE LEAVING SAID CERTAIN COURSE, NORTH 11°15'37" WEST 18.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY IN THE NORTHERLY LINE OF SAID PARCEL 88199-1.

CONTAINING 108 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

STRIP #2 (6.00 FEET WIDE)

A 6.00 FEET WIDE STRIP OF LAND BEING A PORTION OF THE LANDS OF THE CITY OF VISALIA, A MUNICIPAL CORPORATION, AS DESCRIBED IN THAT CORPORATION GRANT DEED FILED FOR RECORD ON DECEMBER 28, 1990 IN DOCUMENT NO. 84521, OFFICIAL RECORDS OF TULARE COUNTY LYING WITHIN SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHEASTERLY LINE OF THAT PORTION OF SAID SECTION 5, MORE PARTICULARLY DESCRIBED AS PARCEL 88199-1 DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, RECORDED ON OCTOBER 18, 2022 AS DOCUMENT NO. 2022-0063716, OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN COURSE IS DESCRIBED AS *"SOUTH 27°51'27" EAST 260.21 FEET"* (GRID DISTANCE) IN SAID DEED, SAID POINT ALSO BEING IN THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 27°51'27" WEST 868.51 FEET;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 62°08'33" WEST 8.32 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 04°55'19" EAST 41.67 FEET;

THENCE SOUTH 27°25'19" EAST 36.42 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

CONTAINING 469 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

STRIP #3 (15.00 FEET WIDE)

A 15.00 FEET WIDE STRIP OF LAND BEING A PORTION OF THE LANDS OF THE CITY OF VISALIA, A MUNICIPAL CORPORATION, AS DESCRIBED IN THAT CORPORATION GRANT DEED FILED FOR RECORD ON DECEMBER 28, 1990 IN DOCUMENT NO. 84521, OFFICIAL RECORDS OF TULARE COUNTY LYING WITHIN SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A";

THENCE SOUTH 62°34'41" WEST 3.92 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 27°25'19" EAST 22.00 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "B".

CONTAINING 330 SQUARE FEET OR 0.008 ACRES, MORE OR LESS.

STRIP #4 (6.00 FEET WIDE)

A 6.00 FEET WIDE STRIP OF LAND BEING A PORTION OF THE LANDS OF THE CITY OF VISALIA, A MUNICIPAL CORPORATION, AS DESCRIBED IN THAT CORPORATION GRANT DEED FILED FOR RECORD ON DECEMBER 28, 1990 IN DOCUMENT NO. 84521, OFFICIAL RECORDS OF TULARE COUNTY LYING WITHIN SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "B";

THENCE NORTH 62°34'41" EAST 3.92 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 27°25'19" EAST 274.51 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "C".

CONTAINING 1,647 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

STRIP #5 (15.00 FEET WIDE)

A 15.00 FEET WIDE STRIP OF LAND BEING A PORTION OF THE LANDS OF THE CITY OF VISALIA, A MUNICIPAL CORPORATION, AS DESCRIBED IN THAT CORPORATION GRANT DEED FILED FOR RECORD ON DECEMBER 28, 1990 IN DOCUMENT NO. 84521, OFFICIAL RECORDS OF TULARE COUNTY LYING WITHIN SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "C";

THENCE SOUTH 62°34'41" WEST 3.92 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 27°25'19" EAST 22.00 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "D".

CONTAINING 330 SQUARE FEET OR 0.008 ACRES, MORE OR LESS.

STRIP #6 (6.00 FEET WIDE)

A 6.00 FEET WIDE STRIP OF LAND BEING A PORTION OF THE LANDS OF THE CITY OF VISALIA, A MUNICIPAL CORPORATION, AS DESCRIBED IN THAT CORPORATION GRANT DEED FILED FOR RECORD ON DECEMBER 28, 1990 IN DOCUMENT NO. 84521, OFFICIAL RECORDS OF TULARE COUNTY LYING WITHIN SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "D";

THENCE NORTH 62°34’41” EAST 3.92 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 27°25’19” EAST 36.42 FEET;

THENCE SOUTH 49°55’19” EAST 45.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

CONTAINING 489 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORDS.

DATED: OCTOBER 16, 2024



ADAM L. FORTH, P.L.S.
L.S. NO. 9570

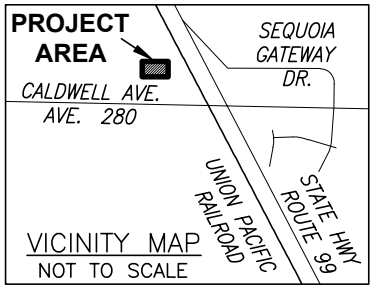


EXHIBIT "B"

A PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE OFFICE OF THE COUNTY RECORDER OF TULARE COUNTY.

A PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN

LANDS OF THE CITY OF VISALIA
PORTION OF
DOCUMENT NO. 1990–0084521, O.R.
RECORDED DECEMBER 28, 1990

APN: 119–010–021

SEE DETAIL B SHEET 3

LICENSED LAND SURVEYOR
ADAM L. FORTH
L 9570
STATE OF CALIFORNIA



STATE HIGHWAY 99

UNION PACIFIC RAILROAD

N27°51'27"W

R 868.51'

150'

N78°10'39"E (R1)
62.43' (GROUND)

N70°55'01"E (R1)
116.77'(GROUND)

N78°11'01"E (R1)
401.38' (GROUND)

SEE DETAIL A SHEET 2

N00°58'52"E (R1)
40.01'(GROUND)

N86°14'31"E (R1)
494.57'(GROUND)

N82°25'24"E (R1)
225.00'(GROUND)

PARCEL 88199–1
PER (R1)

1403.16' (GROUND)

260.22' (GROUND)
S27°51'27"E (R1)

S89°47'18"W (R1)

CALDWELL AVENUE (AVENUE 280)

40'

200 0 200 400
scale 1"= 200' feet

NOTES:
THE DISTANCES SHOWN HEREON ARE GROUND DISTANCES MULTIPLY BY 0.99994789 TO CONVERT TO GRID DISTANCES.

SEE SHEET 2 FOR LEGEND
(R1) PER DEED REC. 10/18/2022
DOC. NO. 2022–0063716, O.R.

PROJECT NAME: CAL TRANS RELOCATION (TD2134182)				M.S.:
W.O. NO.: 802396090	NOT. NO.: 204333842	CITY: VISALIA	COUNTY: TULARE	STATE: CA
SURVEYED BY:		SCE F.B. REF.: N/A	DATE: 09/26/2024	SOUTHERN CALIFORNIA EDISON® An EDISON INTERNATIONAL® Company
DRAWN BY: SLS/BT		MAP REF.: DOC. NO. 2022–0063716 (10/18/2022)		
CHECKED BY:	TRES: N/A	SERIAL NO.:	FILE NAME:	1627800_0.01.DWG

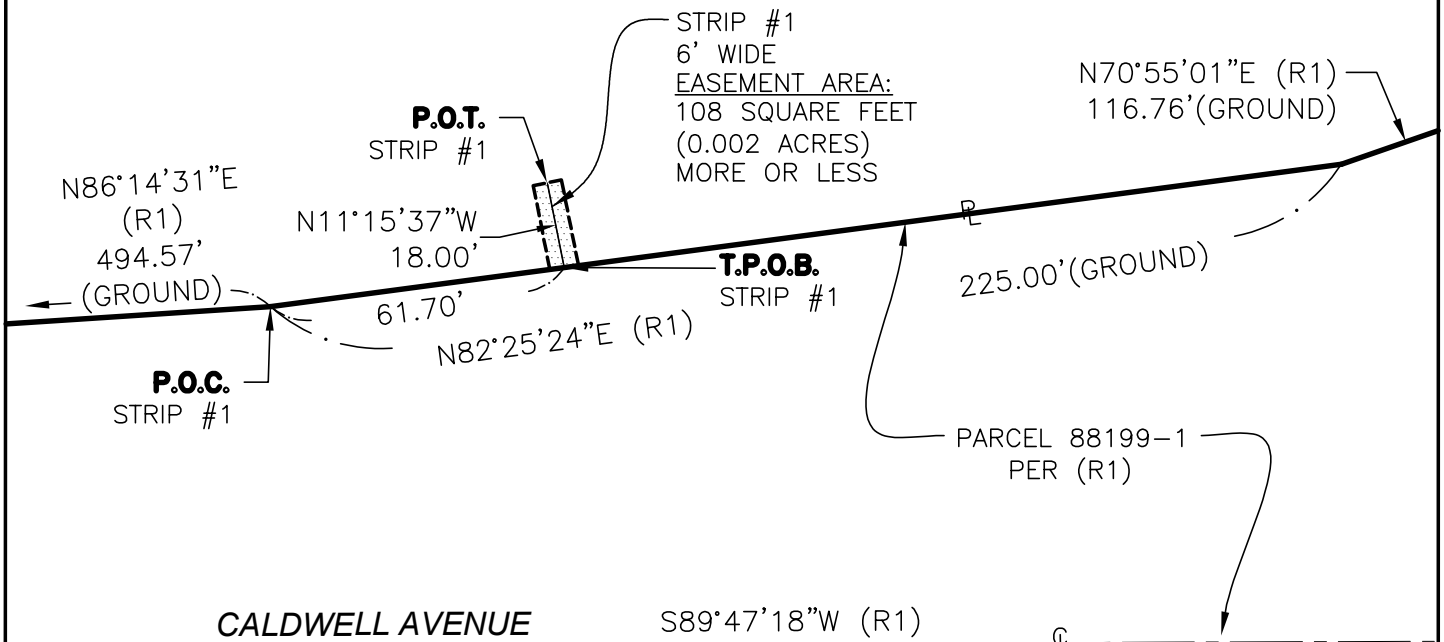
DETAIL A

A PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN

N

APN: 119-010-021

LANDS OF THE CITY OF VISALIA
PORTION OF
DOCUMENT NO. 1990-0084521, O.R.
RECORDED DECEMBER 28, 1990



40 0 40 80
scale 1"= 40' feet

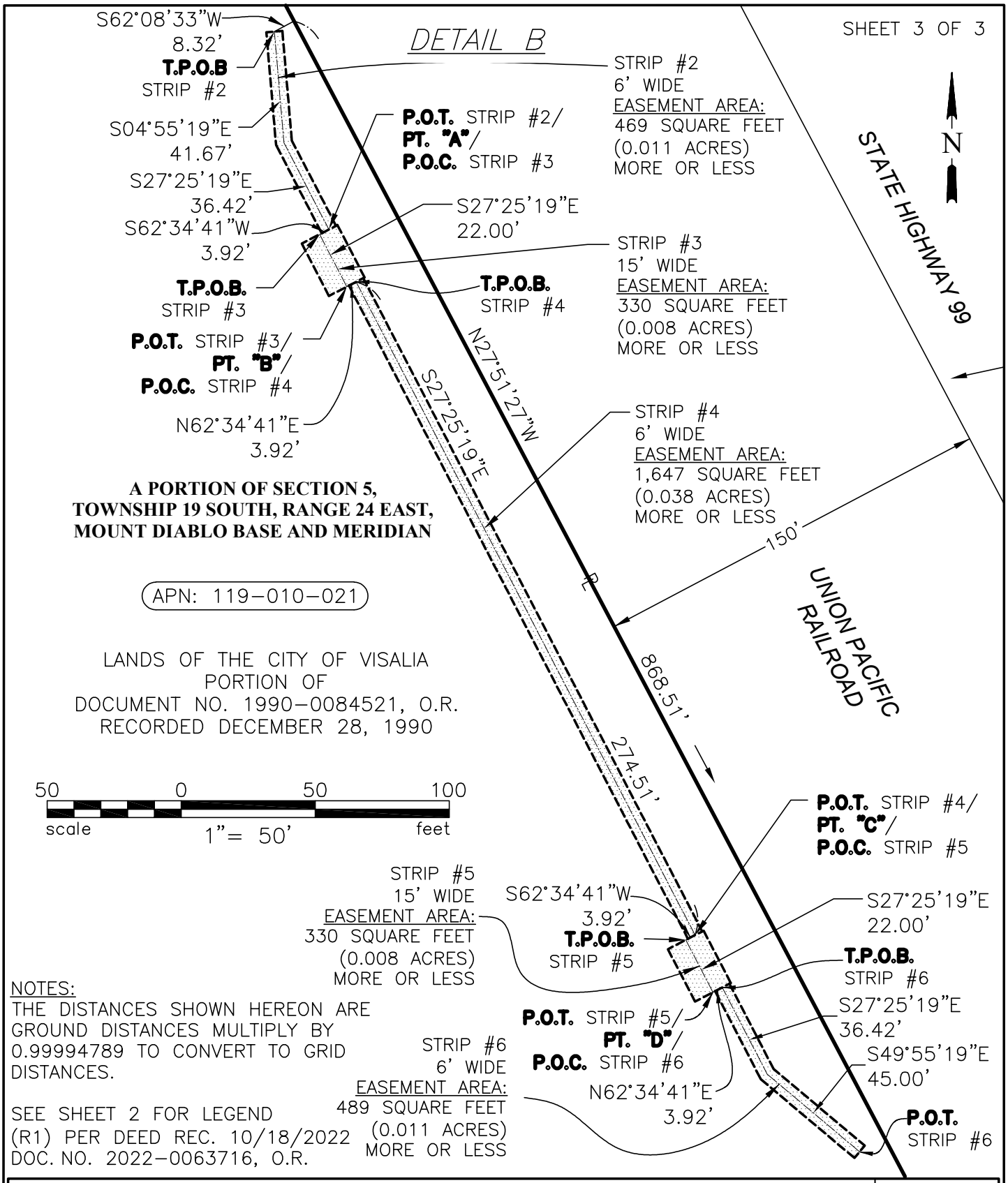
NOTES:
THE DISTANCES SHOWN HEREON ARE GROUND DISTANCES MULTIPLY BY 0.99994789 TO CONVERT TO GRID DISTANCES.

(R1) PER DEED REC. 10/18/2022 DOC. NO. 2022-0063716, O.R.

LEGEND

- CENTERLINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- DENOTES SCE EASEMENT AREA
- **P.O.B.** = POINT OF BEGINNING
- **P.O.C.** = POINT OF COMMENCEMENT
- **T.P.O.B.** = TRUE POINT OF BEGINNING
- **P.O.T.** = POINT OF TERMINUS
- ℄ = CENTERLINE
- ℙ = PROPERTY LINE
- NO. = NUMBER
- CO. = COUNTY
- O.R. = OF OFFICIAL RECORDS
- APN = ASSESSOR PARCEL NUMBER
- DOC. = DOCUMENT
- REC. = RECORDED
- SCE = SOUTHERN CALIFORNIA EDISON COMPANY

PROJECT NAME: CAL TRANS RELOCATION (TD2134182)				M.S.:
W.O. NO.: 802396090	NOT. NO.: 204333842	CITY: VISALIA	COUNTY: TULARE	STATE: CA
SURVEYED BY:		SCE F.B. REF.: N/A	DATE: 09/26/2024	SOUTHERN CALIFORNIA EDISON® An EDISON INTERNATIONAL® Company
DRAWN BY: SLS/BT		MAP REF.: DOC. NO. 2022-0063716 (10/18/2022)		
CHECKED BY:	TRES: N/A	SERIAL NO.:	FILE NAME:	1627800_0.01.DWG



NOTES:
THE DISTANCES SHOWN HEREON ARE GROUND DISTANCES MULTIPLY BY 0.99994789 TO CONVERT TO GRID DISTANCES.

SEE SHEET 2 FOR LEGEND
(R1) PER DEED REC. 10/18/2022 DOC. NO. 2022-0063716, O.R.

PROJECT NAME: CAL TRANS RELOCATION (TD2134182)				M.S.:
W.O. NO.: 802396090	NOT. NO.: 204333842	CITY: VISALIA	COUNTY: TULARE	STATE: CA
SURVEYED BY:		SCE F.B. REF.: N/A	DATE: 09/26/2024	SOUTHERN CALIFORNIA EDISON® An EDISON INTERNATIONAL® Company
DRAWN BY: SLS/BT		MAP REF.: DOC. NO. 2022-0063716 (10/18/2022)		
CHECKED BY:	TRES: N/A	SERIAL NO.:	FILE NAME:	1627800_0.01.DWG

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY – 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CT Parcels 96002-3 & 96002-4

Location: City of Visalia	DOCUMENTARY TRANSFER TAX $_____	Serial No. 73371A Service Order 802246563
A.P.N: 119-010-021 V&LM File No.: ACQ204159600 SCE Doc No.: 527983	_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SCE Company. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX Firm Name	**Approved** **Vegetation & Land Management** **BY SF DATE 06/20/2023**

GRANT OF
TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF VISALIA, a municipal corporation, hereinafter referred to as "**GRANTOR**," does hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, hereinafter referred to as "**GRANTEE**," a temporary, non-exclusive easement for construction-related purposes ("**Temporary Construction Easement**") in, over, under and across those portions of real property located in the County of Tulare, State of California, and more particularly identified as follows:

THAT PORTION OF THE WEST HALF OF SECTION 5 AND THAT PORTION OF THE EAST HALF OF SECTION 5, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ALL IN THE TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERDIAN.

EXCEPTING FROM THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THAT PORTION THEREOF LYING WITHIN THE LINES OF THE 200 FOOT RIGHT OF WAY GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, BY ACT OF CONGRESS APPROVED JULY 27, 1866.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED DECEMBER 15, 1958 AND RECORDED IN BOOK 2112 AT PAGE 83 OF OFFICIAL RECORDS.

ALSO EXCEPTING THE SOUTH 40 FEET THEREOF.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED DATED APRIL 18, 2022 AND RECORDED OCTOBER 18, 2022 AS DOCUMENT NO. 2022-0063716 OF OFFICIAL RECORDS.

Those parcels legally described in the attached Exhibit A and depicted in the attached Exhibit B, as said Exhibits are incorporated herein by this reference (collectively, the "**Easement Areas**").

1. Use of the Easement Areas. Use of the Easement Areas, and exercise of the easement rights granted herein, shall be limited solely to those activities which are related to and necessary for GRANTEE's development and installation of electrical generation, transmission and/or distribution

facilities (and improvements related thereto [collectively, the "**Utility Facilities**"]) on properties that are located adjacent and/or proximate to the Easement Areas. Specifically, during the Term of this Temporary Construction Easement (as defined below), GRANTEE shall have the following rights relative to the Easement Areas:

a. The right to enter upon and pass and repass over and along the Easement Areas for the construction, reconstruction, enlargement, repair and maintenance of such improvements as are required for, or otherwise necessitated by, Grantee's development and installation of the Utility Facilities.

b. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Areas for purposes of facilitating the development and installation of the Utility Facilities.

c. The right to store, maintain and operate on the Easement Areas such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with GRANTEE's development and installation of the Utility Facilities.

d. The right to install, operate, maintain and replace on, over, under and within the Easement Areas such temporary poles, footings, lines and other improvements as are necessary or convenient in connection with GRANTEE's development and installation of the Utility Facilities.

2. Term of Temporary Construction Easement. The Temporary Construction Easement shall commence on the Effective Date hereof (as defined below) and shall automatically terminate and expire upon (i) the date construction of the Utility Facilities is completed or (ii) the second (2nd) anniversary of the Effective Date, whichever date shall first occur (the "**Term**"). Upon the expiration of the Term, all of the rights and benefits of GRANTEE in, to and under the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

3. Use of Gates; Removal of Materials Impeding the Easement. GRANTEE shall have the right to use gates in all of GRANTOR's fences which presently or hereafter cross the Easement Areas, and to remove, trim, cut and clear away any trees and brush within the Easement Areas (and relocate any other materials situated, placed or appearing within the Easement Areas) whenever in GRANTEE's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights granted hereby.

4. Obligation to Restore Easement Areas. After completion of any work performed by GRANTEE or its agents, contractors or employees which disturbs the surface of the Easement Areas, GRANTEE shall, at its sole cost and expense, restore the surface of such area as close as reasonably possible to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement, but specifically excluding the obligation to replace/replant any trees or shrubs trimmed, cut or cleared in connection with the provisions of Section 3, above).

5. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Areas, GRANTEE shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "**Approvals**") which are or may be required from any body, agency, or department with jurisdiction over the Easement Areas.

6. Rights Retained by GRANTOR. The easement rights acquired by GRANTEE pursuant to this instrument are acquired subject to the right of GRANTOR, its successors and assigns to use the surface and subsurface of the land within the Easement Areas to the extent that such use is compatible with the full and free exercise of the Temporary Construction Easement by GRANTEE.

7. Indemnification.

a. GRANTEE. GRANTEE hereby agrees to indemnify, defend (with counsel acceptable to GRANTOR), release and hold harmless GRANTOR, its successors and assigns, including their respective affiliates, partners, directors, members, officers, shareholders, agents, representatives, contractors and employees (collectively, the "**Grantor Representatives**"), and each of them, and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of GRANTEE, its employees, agents, contractors and representatives (collectively, the "**Grantee Representatives**") in connection with the use of the Easement Area by GRANTEE and/or the Grantee Representatives or any material breach of this Temporary Construction Easement by GRANTEE; provided, however, that nothing contained in this paragraph shall operate to relieve GRANTOR from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of GRANTOR, the Grantor Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

b. GRANTOR. GRANTOR hereby agrees to indemnify, defend (with counsel acceptable to GRANTEE), release and hold harmless GRANTEE and the Grantee Representatives, and each of them, and its and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fee and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of GRANTOR or the Grantor Representatives in connection with the use of the Easement Areas by GRANTOR and/or the Grantor Representatives or any material breach of this Temporary Construction Easement by GRANTOR; provided, however that nothing contained in this paragraph shall operate to relieve GRANTEE from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of GRANTEE, the Grantee Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

8. General Provisions.

a. Covenants Running with the Land. GRANTEE and GRANTOR acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

b. Effective Date. This Temporary Construction Easement shall be effective upon the date that is set forth above the signature line(s) identified for GRANTOR on the final page of this instrument.

c. Authorized Representative. Each individual signing on behalf of a party to this Temporary Construction Easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Temporary Construction Easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

d. Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Temporary Construction Easement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs actually incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.

e. Further Cooperation. Each of the signatories to this Temporary Construction Easement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Temporary Construction Easement.

EXECUTED this _____ day of _____, 20_____.

CITY OF VISALIA, a municipal corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

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

State of California)
) ss.
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Temporary Construction Easement
City of Visalia, to
S. C. E. Co., a corp.
Serial No.: 73371A
V&LM File No.: ACQ204159600

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

State of California)
) ss.
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Exhibit “A”

Description of the Easement Area

[To Be Attached]

Exhibit “B”

Depiction of the Easement Area

[To Be Attached]

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL NO. 73371A
APN: 119-010-021

TEMPORARY CONSTRUCTION EASEMENT:

THAT PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN, OF RECORD OF SURVEY, IN THE CITY VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, FILED IN BOOK 20, PAGE 17 OF LICENSED SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION DESCRIBED AS FOLLOWS:

PARCEL "A":

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 SOUTH 89° 34' 02" WEST, 264.47 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, PER CALTRANS RIGHT OF WAY MAP, TUL 99 PM 36-76 RM;

THENCE NORTH 28° 04' 00" WEST, 260.21 FEET ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY SOUTH 77° 58' 28" WEST, 31.22 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET SOUTHWESTERLY OF SAID SOUTRHWESTERLY RIGHT OF WAY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 77° 58' 28" WEST, 102.34 FEET;

THENCE NORTH 24° 49' 25" EAST, 123.33 FEET TO SAID PARALLEL LINE;

THENCE SOUTH 28° 04' 00" EAST, 102.69 FEET ALONG SAID PARARLLEL LINE TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 5,050 SQUARE FEET OR 0.116 ACRES, MORE OR LESS.

PARCEL "B":

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 SOUTH 89° 34' 02" WEST, 264.47 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, PER CALTRANS RIGHT OF WAY MAP, TUL 99 PM 36-76 RM;

THENCE NORTH 28° 04' 00" WEST, 896.76 FEET ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY AT A RIGHT ANGLE SOUTH 61° 56' 00" WEST, 30.00 FEET;

THENCE SOUTH 28° 04' 00" EAST, 40.00 FEET;

THENCE SOUTH 61° 35' 49" WEST, 332.22 FEET;

THENCE NORTH 28° 24' 11" WEST, 50.00 FEET;

THENCE NORTH 61° 35' 49" EAST, 212.51 FEET;

THENCE NORTH 28° 04' 00" WEST, 178.00 FEET;

THENCE NORTH 18° 43' 42" EAST, 164.63 FEET;

THENCE NORTH 61° 56' 00" EAST, 30.00 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 28° 04' 00" EAST, 300.00 FEET ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY TO THE **TRUE POINT OF BEGINNING**;

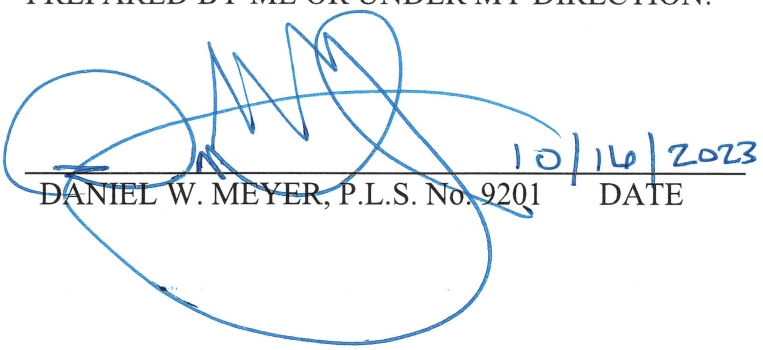
CONTAINING 53,698 SQUARE FEET OR 1.233 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL MATTERS OF RECORD.

THIS DESCRIPTION IS NOT INTENED FOR THE USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED BY ME OR UNDER MY DIRECTION:



10/16/2023

DANIEL W. MEYER, P.L.S. No. 9201 DATE



THAT PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN OF RECORD OF SURVEY, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, FILED IN BOOK 20, PAGE 17 OF LICENSED SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

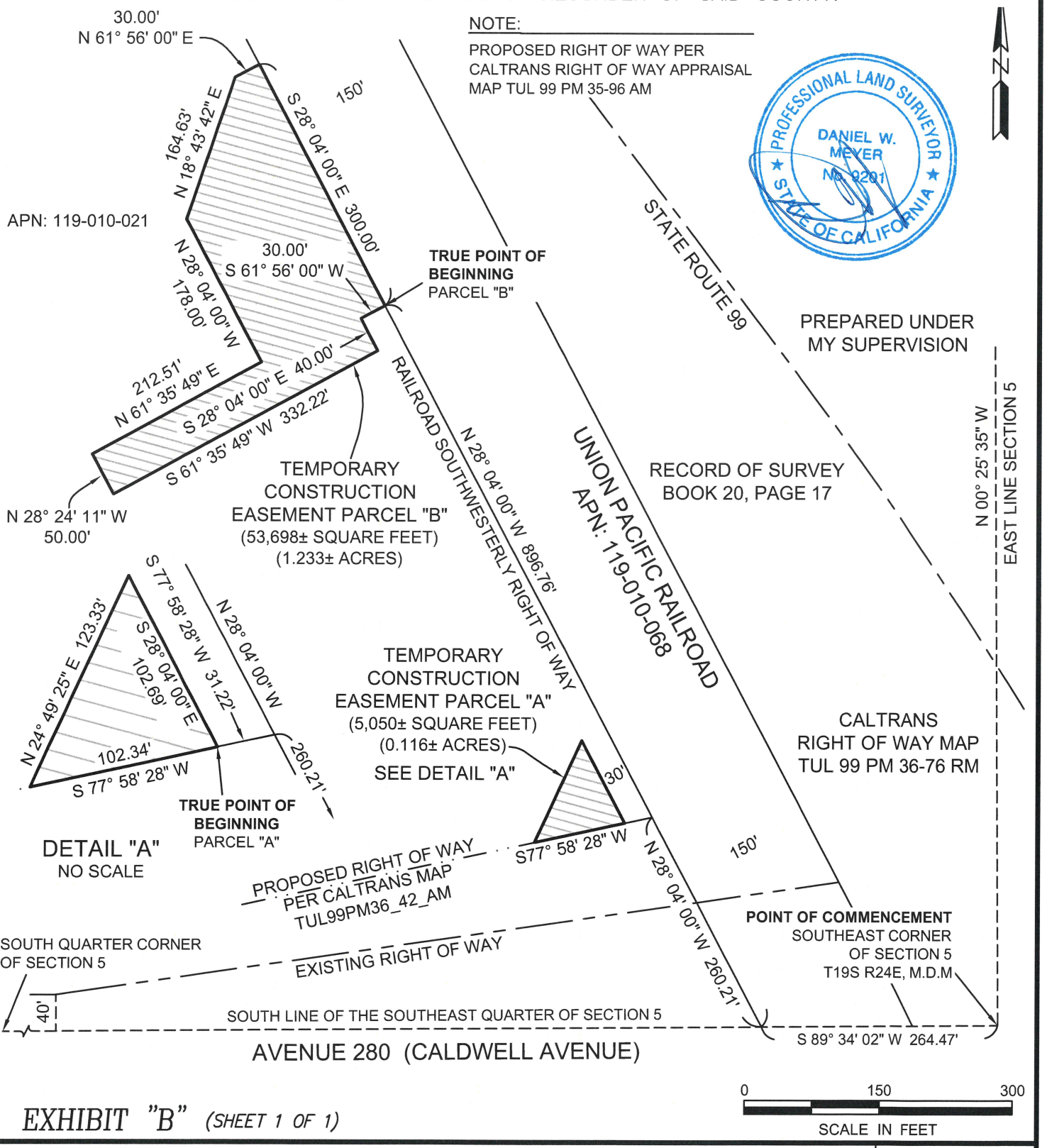


EXHIBIT "B" (SHEET 1 OF 1)

PROJECT NAME: RECTOR - GOSHEN - LIBERTY 66KV (CITY OF VISALIA)				M.S.: 125-064
W.O. NO.: 802246563	NOT. NO.: 204159600	CITY: VISALIA	COUNTY: TULARE	STATE: CA
SURVEYED BY: N/A		SCE F.B. REF.: N/A	DATE: 7-27-2023	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: R.S. MAYER		MAP REF.: CALTRANS RIGHT OF WAY MAP - TUL 99 PM 36-76 RM		
CHECKED BY: D. MEYER	TRES: S. FLORES	SERIAL NO.: 73371A	FILE NAME: 003 (SER #73371A)	.DWG

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

CT Parcels 96002-1 & 96002-2

Location: City of Visalia
A.P.N. 119-010-021
V&LM File No.: ACQ204159598
SCE Doc No.: 527980

DOCUMENTARY TRANSFER TAX $_____ _____COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE _____ SO. CALIF. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	Serial No. 73368A Service Order No. 802246718 **Approved Vegetation & Land Management** **BY SF DATE 06/16/2023**

CITY OF VISALIA, a municipal corporation, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across two (2.0) strip of land of varying width, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the County of Tulare, State of California, described as follows:

THAT PORTION OF THE WEST HALF OF SECTION 5 AND THAT PORTION OF THE EAST HALF OF SECTION 5, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ALL IN THE TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERDIAN.

EXCEPTING FROM THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THAT PORTION THEREOF LYING WITHIN THE LINES OF THE 200 FOOT RIGHT OF WAY GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, BY ACT OF CONGRESS APPROVED JULY 27, 1866.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED DECEMBER 15, 1958 AND RECORDED IN BOOK 2112 AT PAGE 85 OF OFFICIAL RECORDS.

ALSO EXCEPTING THE SOUTH 40 FEET THEREOF.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED DATED APRIL 18, 2022 AND RECORDED OCTOBER 18, 2022 AS DOCUMENT NO. 2022-0063716 OF OFFICIAL RECORDS.

The said Right of Way Strip is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said Right of Way Strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this _____ day of _____, 20____.

CITY OF VISALIA, a municipal corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL NO. 73368A
APN: 119-010-021

OVERHEAD TRANSMISSION EASEMENT:

THAT PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN OF RECORD OF SURVEY, IN THE CITY VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, FILED IN BOOK 20, PAGE 17 OF LICENSED SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION DESCRIBED AS FOLLOWS:

PARCEL "A":

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 SOUTH 89° 34' 02" WEST, 264.47 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, PER CALTRANS RIGHT OF WAY MAP, TUL 99 PM 36-76 RM;

THENCE NORTH 28° 04' 00" WEST, 260.21 FEET ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 77° 58' 28" WEST, 31.22 FEET TO A LINE PARALLEL WITH AND 30.00 FEET SOUTHWESTERLY OF SAID RAILROAD RIGHT OF WAY;

THENCE NORTH 28° 04' 00" WEST, 627.93 FEET ALONG SAID PARALLEL LINE;

THENCE NORTH 61° 56' 00" EAST, 30.00 FEET TO SAID RAILROAD RIGHT OF WAY;

THENCE SOUTH 28° 04' 00" EAST, 636.56 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 18,967 SQUARE FEET OR 0.435 ACRES, MORE OR LESS.

PARCEL "B":

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 SOUTH 89° 34' 02" WEST, 264.47 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, PER CALTRANS RIGHT OF WAY MAP, TUL 99 PM 36-76 RM;

THENCE NORTH 28° 04’ 00” WEST, 260.21 FEET ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY;

THENCE SOUTH 77° 58’ 28” WEST, 269.51 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 77° 58’ 28” WEST, 194.31 FEET;

THENCE SOUTH 70° 42’ 28” WEST, 116.77 FEET;

THENCE SOUTH 82° 12’ 51” WEST, 225.00 FEET;

THENCE SOUTH 86° 01’ 58” WEST, 308.10 FEET;

THENCE NORTH 81° 02’ 46” EAST, 840.79 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 14,060 SQUARE FEET OR 0.323 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL MATTERS OF RECORD.

THIS DESCRIPTION IS NOT INTENED FOR THE USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED BY ME OR UNDER MY DIRECTION:



09/28/2023

DANIEL W. MEYER, P.L.S. No. 9201 DATE

THAT PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN OF RECORD OF SURVEY, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, FILED IN BOOK 20, PAGE 17 OF LICENSED SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

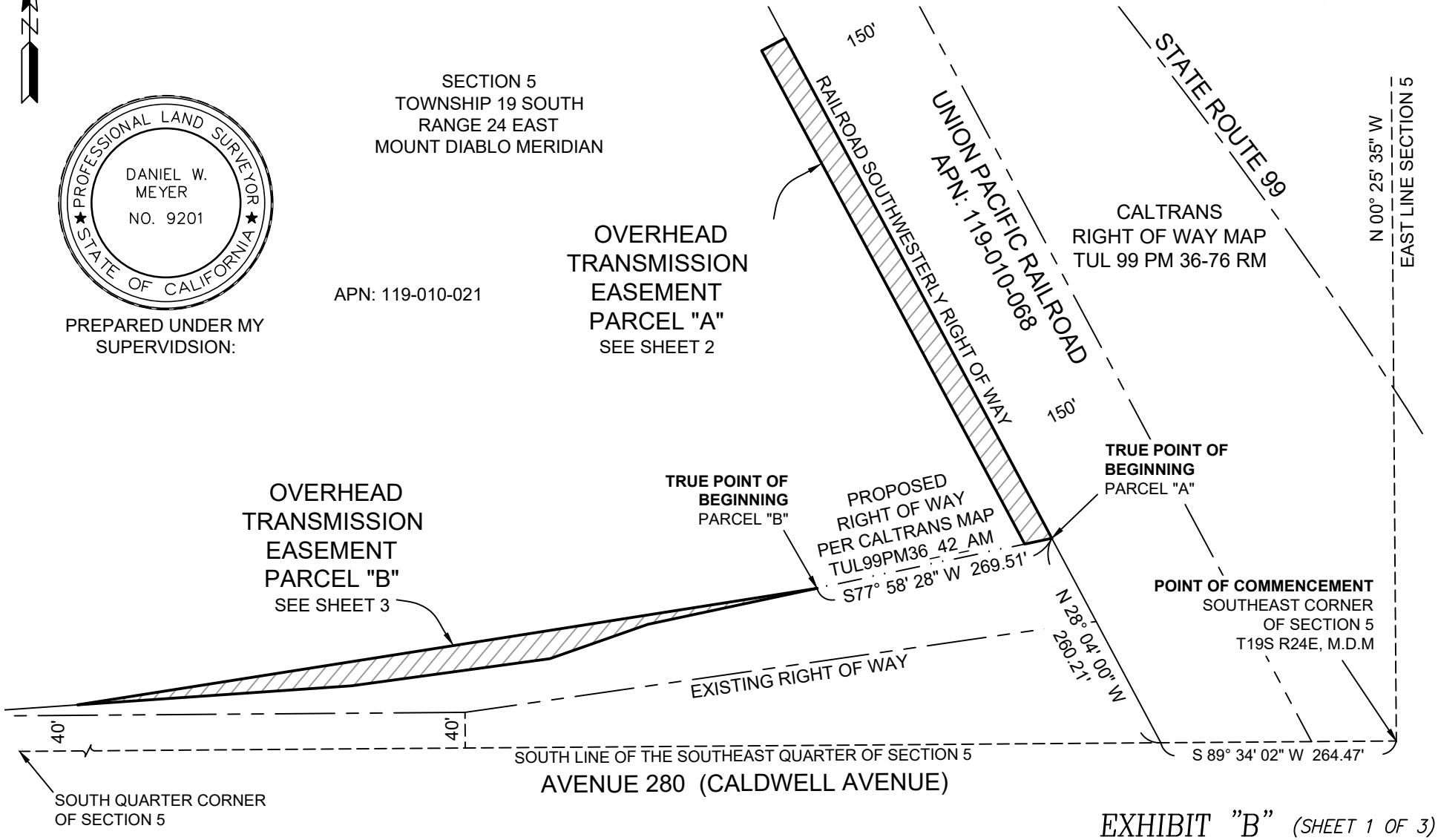


EXHIBIT "B" (SHEET 1 OF 3)

0 160 320
SCALE IN FEET

PROJECT NAME: RECTOR – GOSHEN – LIBERTY 66KV (CITY OF VISALIA)				M.S.: 125–064
W.O. NO.: 802246718	NOT. NO.: 204159598	CITY: VISALIA	COUNTY: TULARE	STATE: CA
SURVEYED BY: N/A		SCE F.B. REF.: N/A	DATE: 7–31–2023	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: R.S. MAYER		MAP REF.: CALTRANS R.O.W. MAP – TUL 99 PM 36–76 RM		
CHECKED BY: D. MEYER	TRES: S. FLORES	SERIAL NO.: 73368A	FILE NAME: 008 (Ser #73368A) .DWG	

THAT PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN OF RECORD OF SURVEY, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, FILED IN BOOK 20, PAGE 17 OF LICENSED SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

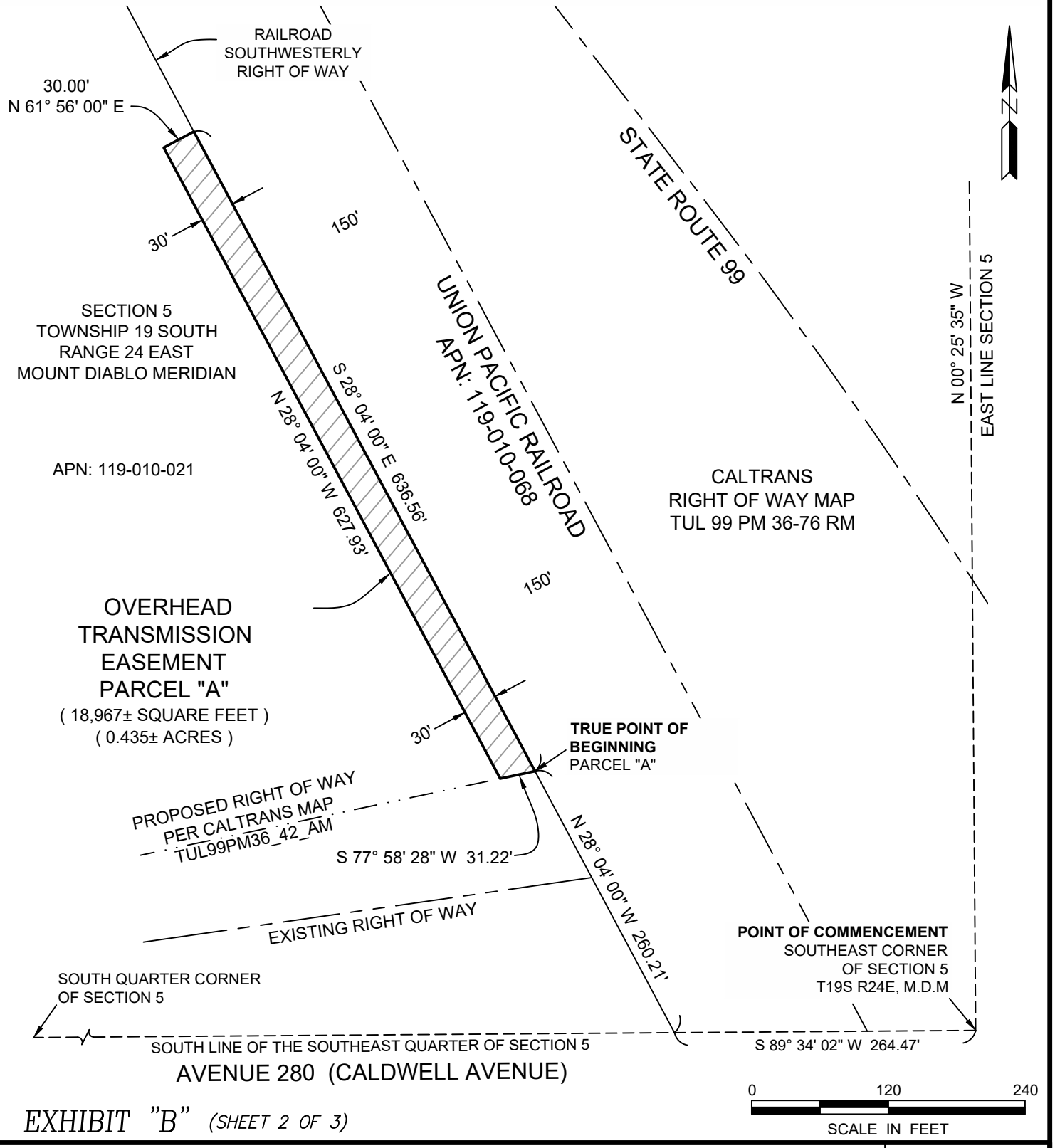


EXHIBIT "B" (SHEET 2 OF 3)

PROJECT NAME: RECTOR - GOSHEN - LIBERTY 66KV (CITY OF VISALIA)				M.S.: 125-064
W.O. NO.: 802246718	NOT. NO.: 204159598	CITY: VISALIA	COUNTY: TULARE	STATE: CA
SURVEYED BY: N/A		SCE F.B. REF.: N/A	DATE: 7-31-2023	SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: R.S. MAYER		MAP REF.: CALTRANS RIGHT OF WAY MAP - TUL 99 PM 36-76 RM		
CHECKED BY: D. MEYER	TRES: S. FLORES	SERIAL NO.: 73368A	FILE NAME: 008 (SER #73368A)	.DWG

THAT PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN OF RECORD OF SURVEY, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, FILED IN BOOK 20, PAGE 17 OF LICENSED SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

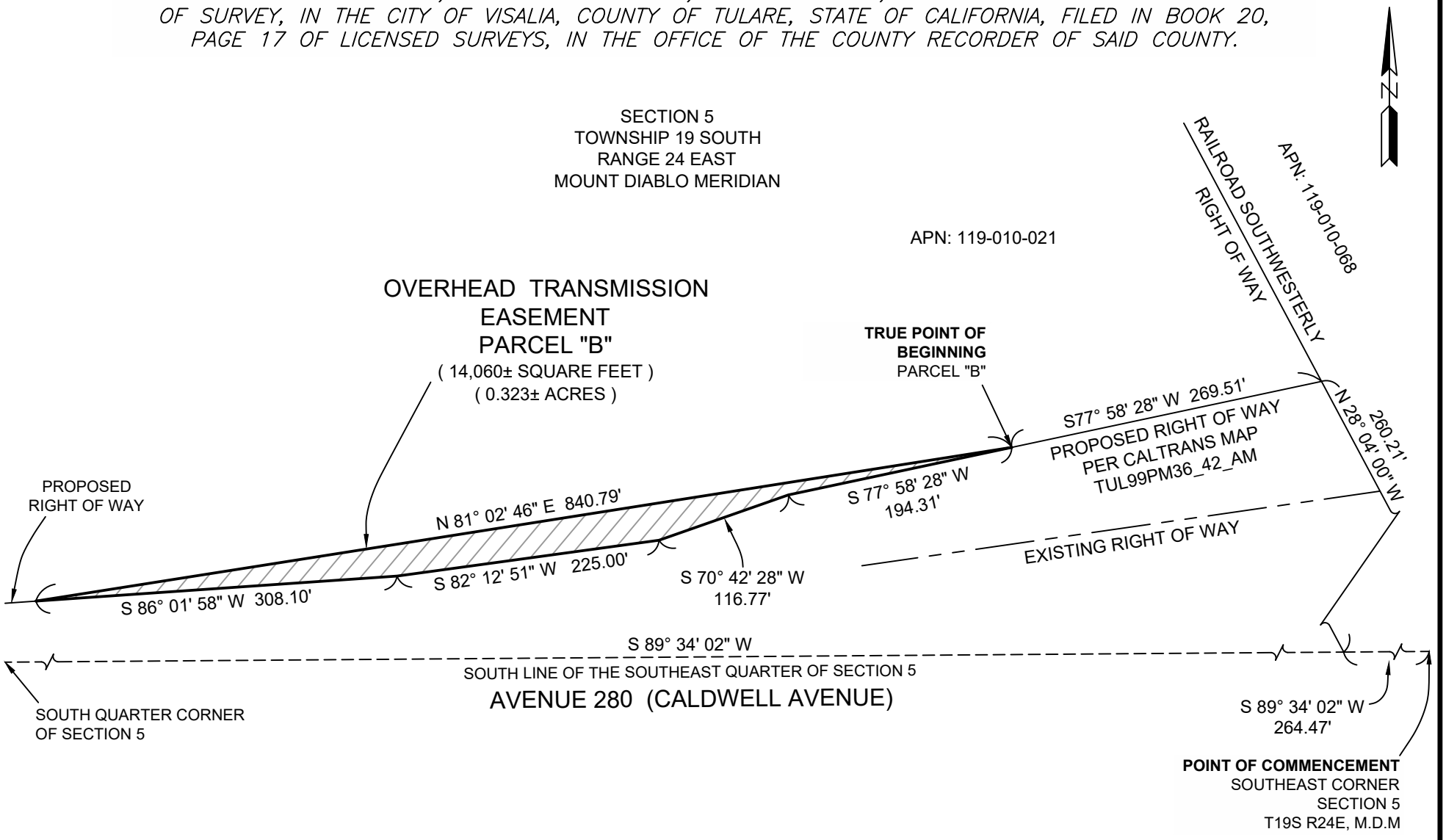


EXHIBIT "B" *(SHEET 3 OF 3)*

PROJECT NAME: RECTOR – GOSHEN – LIBERTY 66KV (CITY OF VISALIA)				M.S.: 125–064
W.O. NO.: 802246718	NOT. NO.: 204159598	CITY: VISALIA	COUNTY: TULARE	STATE: CA
SURVEYED BY: N/A		SCE F.B. REF.: N/A	DATE: 7–31–2023	SOUTHERN CALIFORNIA EDISON® An EDISON INTERNATIONAL® Company
DRAWN BY: R.S. MAYER		MAP REF.: CALTRANS R.O.W. MAP – TUL 99 PM 36–76 RM		
CHECKED BY: D. MEYER	TRES: S. FLORES	SERIAL NO.: 73368A	FILE NAME: 008 (Ser #73368A) .DWG	

0 120 240

SCALE IN FEET

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Visalia City Council

Staff Report

File #: 25-0337 **Agenda Date:** 8/4/2025 **Agenda #:** 15.

Agenda Item Wording:
Convention Center Discount Authority - Confirmation of the City Manager's authority to establish a discount policy for Convention Center usage and to have the authority to delegate the implementation of that policy.

Prepared by: Leslie B. Caviglia, City Manager, Leslie.caviglia@visalia.gov 559-713-4332.

Department Recommendation: It is recommended that the Visalia City Council confirm the City Manager's authority to establish a discount policy for Convention Center usage, based on the goal of economic enhancement for the community, and to have the authority to delegate the implementation of that policy as the City Manager sees fit.

Summary: The City Manager is requesting that the City Council approve this clarification regarding a discount policy for the Convention Center. While such authority was established many years ago and has been in practice, it has become a bit murky over the years as to when and how the authorization was granted. Because the Council adopts a fee structure for all City fees, including the Convention Center, clarifying the authorization for appropriate discounts is warranted. This Council agenda item is to provide such clarification.

It is the intent for the Convention Center Manager, Assistant City Manager and City Manager to develop a policy that will encourage economic stimulation in the community and provide flexibility to encourage usage during non-peak times at the Center for conventions, conferences, local non-profit and City Recreation usage. The emphasis of the Center is to stimulate the economy with an emphasis on bringing conventions and other events that will utilize hotel rooms in the community, a secondary priority to bring conferences and events that will provide large scale usage of the Center, but perhaps with fewer hotel rooms, and thirdly to provide for general usage of the Center for community use. The discount policy will focus on encouraging events that have high economic impact, and secondarily, to utilize the space during non-peak times and facilitate local non-profit and City Recreation usage that does not preclude use for overnight events.

While the Convention Center is subsidized by the General Fund, the goal is for the Center to operate as a business, and to limit the need for subsidy except and unless there is significant community economic incentive for a discount to be provided.

Fiscal Impact: This item confirms the authorization already in practice and is not intended to generate any further negative impact to the General Fund.

Prior Council Action: The previous authorization does not appear to have been a formal, specific action; therefore, this item is being brought forward for confirmation.

Other: N/A

Alternatives: To require the Convention Center to apply only the approved rates and fees for any and all events.

Recommended Motion (and Alternative Motions if expected):
I move to confirm the City Manager's authority to establish a discount policy for Convention Center usage, based on the goal of economic enhancement for the community, and to have the authority to delegate the implementation of that policy as the City Manager sees fit.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: Not specific

Attachments: N/A

Visalia City Council

Staff Report

File #: 25-0341 **Agenda Date:** 8/4/2025 **Agenda #:** 16.

Agenda Item Wording:
Approval of Agricultural Conservation Easement Form - A request by Sequoia Riverlands Trust to have the agricultural conservation easement form and content filed approved as required per the City's adopted Agricultural Preservation Ordinance.

Prepared by:
Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.city <mailto:paul.bernal@visalia.city>, (559) 713-4025

Department Recommendation:
Staff recommends that the City Council approve the form and content of the Seqouia Riverlands Trust agricultural conservation easement in accordance with the provisions as defined in Article 3 “Methods of Preservation” of the City of Visalia Agricultural Preservation Ordinance.

Summary:
Sequoia Riverlands Trust (SRT) has submitted an agricultural conservation easement document on behalf of Eric Shannon. A copy of the *“Deed of Agricultural Conservation Easement”* is attached to this report as Attachment 1. Unlike prior agricultural conservation easements that were created for a specific development/project subject to the City’s Agricultural Preservation Ordinance (APO), this agricultural conservation easement is being created as an *“agricultural conservation easement mitigation bank”* that will allow future projects to secure agricultural conservation easements for their projects on property that is already established for such purposes.

The conservation easement document being prepared will encumber 468 acres of Farmland of Statewide Importance to mitigate the future conversion of prime farmland or farmland of statewide importance for future projects that are subject to the City of Visalia’s APO. Currently, there are no specific projects that will use the “mitigation bank” at this time. Please note staff will track total acreages assigned to future projects to ensure that the “mitigation bank” retains the necessary easement acreage to satisfy project mitigation obligations of local land use authorities for those future projects.

Background Discussion:
As required pursuant to Article 3, Section 18.040.080.D “Approval of the Easement(s)” of the City of Visalia’s APO, the City Council shall approve the form and content of all agricultural conservation easements to ensure consistency with this chapter. Subsequent easement form reviews, which were initially approved by the City Council, may permit the Council to authorize a designee to review and confirm future easements as addressed in Section 18.04.080.D of the APO.

SRT is seeking approval by the City Council that the easement form and content complies with the requirements set forth in Article 3 Section 18.04.080 of the APO. Staff has reviewed the easement document submitted by SRT and concludes that the easement documents address the provisions as follows:

1. Section 18.04.080.A Easement Acquisition. *The applicant shall convey, or arrange for the conveyance of, an area of land meeting its preserved land obligation to a qualified entity for execution of an agricultural conservation easement thereon.*

   Response: The easement document clearly demonstrates that the applicant is conveying both prime farmland and farmland of statewide importance to a certified entity (Sequoia Riverlands Trust) based on the land obligation requirement to mitigate farmland being developed for future projects noted in this staff report.

2. Section 18.04.080.B.1 through 6 Eligibility of Land for Easement. *The preserved land shall meet all of the following requirements to be eligible for placement in an agricultural conservation easement.*

   1. *The preserved land shall be located in the southern San Joaquin Valley, with preference afforded to preserved land located within 10 miles of the City limits. The preserved land must be located outside any city's limits and sphere of influence.*

      Response: The 468 acre site is located approximately eight (8) miles north of the Visalia City limits, within County of Tulare. The site is bordered by Avenue 384 to the north and Road 124 to the east (APNs: 047-030-004, a portion of 047-030-011, and 047-030-012).

   2. *The preserved land shall be designated as prime farmland or farmland of statewide importance on the most recent published Farmland Mapping and Monitoring Program (FMMP) map.*

      Response: The property is designated as "farmland of statewide importance" on the most recently published FMMP map.

   3. *The preserved land shall be a minimum of 20 contiguous acres in size.*

      Response: The preserved land is 468 acres.

   4. *The preserved land shall be zoned and planned for agricultural uses consistent with the purposes of an agricultural conservation easement.*

      Response: The preserved land is zoned AE-40 per the Tulare County Public Parcel Zoning Lookup Map (<https://tularecounty.ca.gov/rma/planning-building/zoning-entitlements/>).

   5. *The preserved land shall have at least one verified source of water.*

      Response: The preserved land (APNs: 047-030-004, 047-030-011 and 047-030-012) are located within the Alta Irrigation District with a 100% entitlement. Alta Irrigation District is one of the oldest irrigation districts in California and was founded in 1882. The district encompasses about 129,000 acres of which 111,000 acres are irrigated. The district has water rights to the Kings River and is an "Upper River" user with "low flow" river rights (see Attachment 2).

   6. *The preserved land shall not be encumbered by any use or structure that would be incompatible with the purpose of the agricultural conservation easement. Such uses shall be deducted from the total acreage being preserved.*

      Response: The preserved land is not encumbered by any use or structure that would be

incompatible with the purpose of the agricultural conservation easement. A review of aerial map imagery (see attached map) does identify water wells and a reservoir with ancillary equipment on the subject parcels which are consistent with the farming operation. No other additional structure(s) or use(s) are located on the land to be conserved that would be incompatible with the purpose of an agricultural easement.

3. *Section 18.04.080.C.1 through 11 Terms of Easement. The agricultural conservation easement shall be consistent with the purpose and intent of this chapter and shall include, at a minimum, the following terms.*

   1. *The agricultural conservation easement prohibits all residential, commercial, or industrial development and any other land uses or activities that substantially impair or diminish the agricultural productive capacity of the preserved land or that are otherwise inconsistent with the conservation purposes of this chapter.*

      Response: SRT's easement document addresses these items under Section 3 *"Prohibited Uses"*, Section 5 *"Construction or Placement of Buildings and Other Improvements"*, Section 6 *"No Subdivision"* and Section 7 *"Extinguishment of Development Rights"* (see Attachment 1).

   2. *The agricultural conservation easement prohibits the landowner from entering into any additional easement, servitude, or other encumbrance that could prevent or impair the potential agricultural use of the preserved land.*

      Response: SRT's easement document addresses this item under Section 27 *"Granting Subsequent Easements, Interests in Land, or Use Restrictions"*. Please note that subsequent conversation may be entered into but under no circumstances shall the Grantee approve the granting of subsequent easements, interests in land, or use restrictions that might diminish or impair the agricultural productive capacity or open space character of the "Bank Property" or otherwise impair the Conservation Purpose of the Easement (see Attachment 1).

   3. *The agricultural conservation easement limits the construction of structures to those designed to facilitate agricultural use of the property, except that this division shall not prohibit replacement of an existing home that was present at the time the easement was established so long as the replacement of the home does not prevent the agricultural use of the property. Secondary dwelling units or farmworker housing may also be permitted, so long as the primary use of the property is agricultural.*

      Response: SRT's easement document addresses this item under Section 5 *"Construction or Placement of Buildings and Other Improvements"*.

   4. *The preserved land to be subject to the agricultural conservation easement will be either obtained from a willing seller or voluntarily conveyed by the applicant.*

      Response: The conservation easement document being prepared will encumber 468 acres of Farmland of Statewide Importance to mitigate the future conversion of prime farmland or farmland of statewide importance for future projects that are subject to the City of Visalia's APO. Currently, there are no specific projects that will use the "mitigation bank" at this time. Please note staff will track total acreages assigned to future projects to ensure that the "mitigation bank" retains the necessary easement acreage to satisfy project mitigation obligations of local land use authorities for those future projects.

5. Any existing financial liens or financial encumbrances on the preserved land shall be subordinated to the agricultural conservation easement.

Response: SRT's easement document addresses this item under Section 26 *"The Landowner's Title Warranty; No Prior Conservation Easements"*.

6. The agricultural conservation easement shall be approved by the qualified entity that will hold the easement and executed by all parties with an interest in the preserved land.

Response: STR prepared the Deed of Agricultural Conservation Easement that will be executed by all parties with an interest in the preserved land. The City Council on October 16, 2023, certified SRT as an entity for the purpose of holding agricultural conservation easements in accordance with the City of Visalia Agricultural Preservation Ordinance.

7. The agricultural conservation easement is in recordable form and contains an accurate legal description of the preserved land.

Response: The Deed of Agricultural Conservation Easement(s) has been prepared in a recordable form and contains an accurate legal description and map of the preserved land (see Attachment 1).

8. The agricultural conservation easement names the qualified entity as an intended beneficiary and authorizes it to enforce all terms of the easement.

Response: SRT, a California nonprofit public benefit corporation, having an address at 427 South Garden Street, Visalia, CA 93277, is named as the "Grantee", for the purpose of forever conserving the agricultural productive capacity and open space character of the subject property.

9. The agricultural conservation easement recites that it is intended to satisfy the preserved land obligation imposed by this chapter and that it is subject to the requirements set forth in this chapter.

Response: SRT's easement document addresses this requirement under Recitals Section C (see Attachment 1).

10. The agricultural conservation easement provides that if the qualified entity holding the easement ceases to exist, ownership of the easement shall pass to another qualified entity.

Response: SRT's easement document addresses this requirement under Section 18 *"Transfer of Easement"* (see Attachment 1).

11. The agricultural conservation easement has been approved as to form by the City of Visalia, in accordance with section 18.04.080(D).

Response: Staff recommends the City Council approve SRT's Deed of Agricultural Conservation Easement document. The easement document's form and content demonstrate compliance with the City's adopted APO. In addition, SRT has been confirmed by the City Council as a qualified entity for the purpose of holding agricultural conservation easements in accordance with the provisions as defined in Article 4 of the City of Visalia Agricultural Preservation Ordinance.

Fiscal Impact: None.

Prior Council Action:

- On November 18, 2024, the City Councial approved the form and content of Great Valley Land Trust agricultural conservation easement in accordance with the provisions as defined in Article 3 “Methods of Preservation” of the City of Visalia Agricultural Preservation Ordinance. The conservation easement for the following:
    - Approximately 24.66 acres of prime farmland in association with DH Hortons Shepherd Ranch II (formerly Iron Ridge) Tentative Subdivision Map No. 5589 (Attachment 1).
    - Approximately 38.42 acres of prime farmland in association with Wathen Castanos Homes Belissa Tentative Subdivision Map No. 5587 (Attachment 2).
    - Approximately 43.11 acres of prime farmland in association with San Joaquins Valley Homes approved “Elliot Tentative Subdivision Map No. 5597”, and recently submitted Blankship Tentative Subdivision (applications are currently being reviewed for completeness, still pending) (Attachment 3).
    - In addition, approximately 14.86 acres which GVLT recognizes as conservation easement will serve as the basis for additional mitigation credits, which may be used to satisfy project mitigation obligations of local land use authorities for future projects.
- On September 16, 2024, the City Council approved the form and content of Great Valley Land Trust agricultural conservation easement in accordance with the provisions as defined in Article 3 “Methods of Preservation” of the City of Visalia Agricultural Preservation Ordinance. The conservation easement document is being prepared to mitigate the conversion of approximately 34 acres of prime farmland in association with DH Hortons “Pearl Woods Subdivision Map No. 5591”.
- On March 4, 2024, the City Council confirmed Great Valley Land Trust as a qualified entity for the purposes of holding agricultural conservation easements in accordance with the provisions as defined in Article 4 of the City of Visalia Agricultural Preservation Ordinance.
- On May 15, 2023, the City Council held a second reading and adopted Ordinance No. 2023-02 (Agricultural Preservation Ordinance).
- On May 1, 2023, the City Council held a public hearing to introduce Ordinance No. 2023-02. The City Council voted 4-0, Vice Mayor Taylor recused, to introduce and adopted Ordinance No. 2023-02 (Agricultural Preservation Ordinance).
- On March 6, 2023, the City Council received a presentation and update on the release of the draft APO. During the Work Session presentation, the consultant and staff provided an overview of the ordinance and received input from the City Council and community on the content of the draft ordinance.
- On December 5, 2022, the City Council received a presentation and provided direction regarding a series of options for the City Council’s consideration ahead of a future adoption of an APO to implement General Plan Land Use Policy LU-P-34.
- On August 18, 2022, the City Council adopted Resolution No. 2022-50 which rescinded the adoption of Resolution No. 2021-44, which approved General Plan Amendment No. 2021-01, a request by the City of Visalia to amend language to General Plan Land Use Policy LU-P-34 by removing the requirement to establish an Agricultural Mitigation Program (AMP) for properties converting prime farmland and farmland of statewide importance within Growth

Tiers II and III. The adoption of the resolution to rescind the adoption of Resolution No. 2021-44 was based on the ruling of the Superior Court of the State of California, County of Tulare, which invalidated the City of Visalia's approval to General Plan Amendment (GPA) No. 2021-01 and the related certification of an addendum to a previously certified environmental impact report (EIR).

Other: N/A

Alternatives:
The City Council can elect to not approve the form and content of Sequoia Riverlands Trust agricultural conservation easement.

Recommended Motion (and Alternative Motions if expected):
I move to approve the form and content of Sequoia Riverlands Trust agricultural conservation easements in accordance with the provisions as defined in Article 3 "Methods of Preservation" of the City of Visalia Agricultural Preservation Ordinance.

Environmental Assessment Status:
The requested action is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(3) since the activity in question is not a "project" as defined in CEQA Guidelines Section 15378, it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

CEQA Review: The requested action is not a "project" under CEQA.

Deadline for Action: N/A

Attachments:

Attachment 1 - Deed of Agricultural Conservation Easement
Attachment 2 - Alta Water District Document
Attachment 3 - Wells and Reservoir Aerial
Attachment 4 - Aerial Map of Easement Area

Recording requested by and when recorded please return to:

Sequoia Riverlands Trust
427 S. Garden
Visalia, CA 93277

(Space above this line reserved for Recorder's use)

DEED OF AGRICULTURAL CONSERVATION EASEMENT

(CRS Farming, LLC Agricultural Conservation Mitigation Bank)

This Deed of Agricultural Conservation Easement is granted on this _____ of _____ 2025, by CRS Farming, LLC, a California limited liability company, which acquired title as CRS Farming, LCC, having an address at 11878 Avenue 328, Visalia, CA 93291 ("Landowner"), to SEQUOIA RIVERLANDS TRUST, a California nonprofit public benefit corporation, having an address at 427 S. Garden, Visalia, CA 93277 ("Grantee"), for the purpose of forever conserving the agricultural productive capacity and open space character of the subject property.

RECITALS

A. The Landowner is the sole owner in fee simple of the conserved farmland property ("Bank Property") legally described in **Exhibit A** ("Legal Description") and generally depicted in **Exhibit B** ("Map"), attached to and made a part of this Deed of Agricultural Conservation Easement ("Easement"). The Bank Property consists of approximately 468 acres of land and is located in Tulare County, California, being a portion of assessor's parcel number(s) 047-030-004, a portion of 047-030-011, and 047-030-012. The Bank Property is open farmland, whose soils have been classified as prime farmland or farmland of statewide importance by the U.S. Department of Agriculture's Natural Resources Conservation Service, and by the California Department of Conservation's Farmland Mapping and Monitoring Program, because this land has the soil quality, growing season, and water supply needed for sustained agricultural production. Tulare County Public Parcel Zoning Lookup Map currently indicates the Bank Property is zoned AE-40.

B. The agricultural and other characteristics of the Bank Property, its current use and state of improvement, are documented and described in a Baseline Documentation

Report ("Baseline Report"), prepared by the Grantee with the cooperation of the Landowner and incorporated herein by this reference. The Landowner and the Grantee warrant that the Baseline Report is complete and accurate as of the date of this Easement. Both the Landowner and the Grantee shall retain duplicate original copies of the Baseline Report. The Baseline Report may be used to establish whether a change in the use or condition of the Bank Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Easement.

C. Pursuant to Visalia Municipal Code Title 18, Chapter 18.04, Agricultural Land Preservation Program the City of Visalia ("City") requires Developers to mitigate for the conversion of "prime farmland" or "farmland of statewide importance" to non-agricultural uses in connection with the development of the project(s) within the City of Visalia Urban Growth Boundaries Tiers II and III as established by the City of Visalia's General Plan.

D. The Landowner grants this Easement for valuable consideration to the Grantee for the purpose of assuring that, under the Grantee's perpetual stewardship, the agricultural productive capacity and open space character of the Bank Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented or corrected. The parties agree, however, that the current agricultural use of, and improvements to, the Bank Property, as represented in the Baseline Report completed at the time of this Easement's recordation, are consistent with the conservation purposes of this Easement.

E. The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation and environmental policies:

1. The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. section 4201 et seq., whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland;"

2. The California Environmental Quality Act (PRC §§21000 et seq.) which requires that significant impacts to the environment resulting from a project be mitigated to the extent feasible;

3. California Civil Code at Part 2, Chapter 4, (commencing with section 815), which defines and authorizes perpetual conservation easements;

4. California Government Code Section 65966 (a), which states that "any

conservation easement created as a component of satisfying a local or state mitigation requirement shall be perpetual in duration";

5. California Constitution Article XIII, section 8, California Revenue and Taxation Code sections 421.5 and 422.5, and California Civil Code section 815.1, under which this Agricultural Conservation Easement is an enforceable restriction, requiring that the Bank Property's tax valuation be consistent with restriction of its use for purposes of food and fiber production and conservation of natural resources;

6. Section 10200 et seq. of the California Public Resources Code, which creates the California Farmland Conservancy Program within the California Department of Conservation;

7. Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands, by providing that "agricultural lands have a definitive public value as open space" and "that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest";

8. California Food and Agriculture Code Section 821 states that one of the major principles of the State's agricultural policy is "to sustain the long-term productivity of the State's farms by conserving and protecting the soil, water, and air, which are agriculture's basic resources".

F. The Grantee is a California nonprofit organization within the meaning of California Public Resources Code section 10221 and California Civil Code section 815.3 and is a tax exempt and "qualified conservation organization" within the meaning of Sections 501(c)(3) and 170(b)(1)(A)(iv) as defined by the United States Internal Revenue Code. Grantee meets the requirements a "qualified entity" for purposes of holding agricultural conservation easements set forth in Visalia Municipal Code Title 18, Chapter 18.04.100. Grantee, as certified by a resolution of Grantee's Board of Trustees, accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

NOW, THEREFORE for the reasons given, and in consideration of their mutual promises and covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Landowner voluntarily grants and conveys to the Grantee, and the Grantee voluntarily accepts, a perpetual conservation easement, as defined by Sections 815.1 and 815.2 of the California Civil Code and Section 10211 of the California Public Resources Code, and of the nature and character described in this Easement for the purpose described below, and agree as follows:

1. *Conservation Purpose.*

   The conservation purpose ("Purpose") of this Easement is to enable the Bank Property to remain in productive agricultural use in perpetuity by protecting the soil quality and water supply needed for sustained agricultural production in perpetuity and by preventing and correcting uses of the Bank Property prohibited by the provisions of this Easement. To the extent that the preservation of the open space character of the Bank Property is consistent with such use, it is within the Purpose of this Easement to protect those values. Individually and collectively, the foregoing values comprise the "Conservation Values" of the Bank Property.

2. *Right to Use Bank Property for Agricultural Purposes.*

   The Landowner retains the right to use the Bank Property for agricultural purposes, or to permit others to use the Bank Property for agricultural purposes, in accordance with applicable law and this Easement.

3. *Prohibited Uses.*

   The Landowner shall not perform, nor knowingly allow others to perform, any act on or affecting the Bank Property that is inconsistent with this Easement. Any use or activity that would diminish or impair the agricultural productive capacity of the Bank Property and open space character protected by this Easement, or that would cause significant soil degradation or erosion, restrict agricultural husbandry practices, or that is otherwise inconsistent with the Conservation Purpose is prohibited ("Prohibited Use").

   "Husbandry practices" means agricultural activities, such as those specified in Section 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality.

   This Easement authorizes the Grantee to enforce these covenants in the manner

described herein. However, unless otherwise specified, nothing in this Easement shall require the Landowner to take any action to restore the condition of the Property after any Act of God or other similar event over which the Landowner had no control. The Landowner understands that nothing in this Easement relieves it of any obligation or restriction on the use of the Bank Property imposed by law.

4. *Permission of the Grantee.*

Where the Landowner is expressly required to obtain the Grantee's permission for a proposed use hereunder, said permission (a) shall not be unreasonably delayed or withheld by the Grantee, (b) shall be sought and given in writing, with copies of all documents to be provided to the City, and (c) shall in all cases be obtained by the Landowner prior to the Landowner's undertaking of the proposed use. The Grantee shall grant permission to the Landowner only where the Grantee, acting in the Grantee's sole reasonable discretion and in good faith, determines that the proposed use is not a "Prohibited Use" as defined in Section 3.

5. *Construction or Placement of Buildings and Other Improvements.*

The Landowner may undertake construction, erection, installation, or placement of buildings, structures, or other improvements on the Bank Property only as provided in subsections (a) through (f) below. All other construction, erection, installation, or placement of buildings, structures, or other improvements on the Bank Property is prohibited. Before undertaking any construction, erection, installation or placement that requires permission, the Landowner shall notify the Grantee at least sixty (60) days' advance and obtain prior written permission from the Grantee in accordance with the provisions of Sections 4 and 24. Any required notice must be in writing at least sixty (60) days in advance and provide Grantee with adequate information, documents and plans to enable Grantee to confirm compliance with this Easement and to keep its records current.

For purposes of this section, the term "improvements" shall not refer to, and specifically excludes, crops, plants, trees, vines, or other living improvements planted for agricultural purposes, nor shall it refer to irrigation improvements necessary or desirable to irrigate the Bank Property for agricultural purposes, all of which may be made <u>without permission</u> of the Grantee.

(a) Fences – Existing fences may be repaired and replaced <u>without permission</u> of the Grantee. New fences may be built anywhere on the Bank Property for purposes of reasonable and customary agricultural management, and for security of farm produce, livestock, equipment, and improvements on the Bank Property, <u>without notice or permission</u> of the Grantee.

(b) Agricultural Structures and Improvements – There are currently no structures on the Bank Property. Minor agricultural structures, such as workshops, storage sheds, pump houses, and other structures used for the direct growing or

support of growing agricultural crops on the Bank Property, are allowed to be constructed or placed on the Bank Property with notice to and permission of the Grantee pursuant to Section 4.

(c) Agricultural Employee Housing – This Easement shall not prohibit either secondary dwelling units or farmworker housing. Secondary dwelling units or farmworker housing may be constructed or placed on the Bank Property with notice to and permission of the Grantee pursuant to Section 4 and only if the Landowner can demonstrate to the Grantee's satisfaction that such additional secondary dwelling units or farmworker housing is reasonable and necessary for the agricultural operation of the Bank Property. The aggregate living area of agricultural employee housing shall not exceed one thousand five hundred square feet (1,500 sq. ft.) and must be located in an area not to exceed one acre, the site of which must be chosen with permission of the Grantee pursuant to Section 4 and 24.

(d) Single Family Residence Construction Prohibited - As of the Effective Date, there are no single-family residences on the Bank Property and the construction of any new single family residences is prohibited. It is the express intent of the Landowner that no right to construct a single-family residence be reserved.

(e) Utilities and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, energy generation, or other utility services solely to serve the improvements permitted herein or to transmit power generated on the Bank Property may be installed, maintained, repaired, removed, relocated and replaced with notice to Grantee.

(f) Power generation and transmission facilities primarily for agricultural and other permitted uses on the Bank Property may be constructed only with notice to and permission of the Grantee pursuant to Paragraph 4 and must be located in an area not to exceed 5 acres. Power generated in excess of requirements on the Bank Property may be sold to appropriate public utilities. Notwithstanding the foregoing, commercial power generation, collection or transmission facilities, including wind or solar farms and the conveyance of any rights-of-way over, under or on the Bank Property for any such purpose, are prohibited.

6. *No Subdivision.*

The division, subdivision, defacto subdivision, or partition of the Bank Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited.

The Landowner and Grantee acknowledge and understand that the Bank Property may consist of one or two legal parcel(s) or portions thereof, and that no additional, separate legal parcels currently exist within the Bank Property that may be

recognized by a certificate of compliance or conditional certificate of compliance pursuant to California Government Code section 66499.35 based on previous patent or deed conveyances, subdivisions, or surveys. The Landowner will not apply for or otherwise seek recognition of additional legal parcels within the Bank Property based on certificates of compliance or any other authority. The Landowner shall continue to maintain the legal parcel(s), or portions thereof, comprising the Bank Property, and all interests therein, under common ownership, as though the Bank Property is a single legal parcel.

Lot line adjustment may be permitted only with the written approval of the Grantee pursuant to Section 4, in conjunction with the approval of the local jurisdiction, and for purposes of maintaining, enhancing or expanding agricultural practices or productivity on the Bank Property, provided that the boundaries of this Easement may not be altered by such Lot Line Adjustment.

7. *Extinguishment of Development Rights.*

The Landowner hereby grants to the Grantee all development rights except as specifically reserved in this Easement, that were previously, are now or hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Bank Property, and the parties agree that such rights are released, terminated, and extinguished, and may not be used on or transferred by either party to any portion of the Bank Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Bank Property or any other property. This Easement shall not create any development rights.

8. *General Prohibition on Surface Mining.*

Except as specifically authorized herein, the mining, removal or extraction on or from the area subject to this Easement of soil, sand, gravel, aggregate, rock, oil, natural gas, fuel, or any other mineral substance, through a surface mining, removal or extraction method or from above a depth of 150 feet below the surface of the Bank Property is prohibited. This prohibition includes the installation of roads or pipelines for transportation of the previously stated resources.

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Bank Property at the time this Easement is executed, and their interests have not been subordinated to this Easement, the Landowner must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph 8. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference the term of this Easement.

This section is not intended to interfere with Landowners' right to remove cobble

and hardpan from farm areas in order to prepare the land for agricultural purposes.

9. *Paving and Road Construction.*

Other than existing paved roads as identified in the Baseline Report, no portion of the Bank Property presently unpaved shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, unless such measures are required by air quality laws or regulations applicable to the Bank Property. Except as otherwise permitted herein, no road for access or other purposes shall be constructed without the permission of the Grantee pursuant to Section 4. Notwithstanding the foregoing, construction of unpaved farm roads, as necessary or desirable by agricultural operations, is permitted without permission from the Grantee. The Landowner shall notify the Grantee of any significant relocation or net addition of unpaved farm roads.

10. *Trash and Storage.*

The dumping or accumulation on the Bank Property of any kind of trash, refuse, vehicle bodies or parts, or "Hazardous Materials," as defined in Section 25 is prohibited. Farm-related trash and refuse produced on the Bank Property may be temporarily stored on the Bank Property subject to all applicable laws. The storage of agricultural products and byproducts produced on the Bank Property and materials reasonably required for agricultural production on the Bank Property, including Hazardous Materials, is permitted as long as it is done in accordance with all applicable government laws and regulations.

11. *Commercial Signs.*

Commercial signs (including billboards) unrelated to permitted activities conducted on the Bank Property are prohibited.

12. *Recreational Uses; Motorized Vehicle Use Off Roadways*

Resort structures, athletic fields, golf courses, swimming pools, public or commercial airstrips, commercial equestrian facilities, public or commercial helicopter pads, and any other non-agricultural recreational structures or facilities are prohibited on the Bank Property. The use of motorized vehicles off permitted roadways is prohibited except where used for agricultural production, property maintenance and security, or for the purpose of monitoring this Easement.

13. *Water Rights.*

The Landowner shall retain and reserve all ground water, and all appropriative, prescriptive, contractual or other water rights appurtenant to the Bank Property at the time this Easement becomes effective. The Landowner shall not permanently

transfer, encumber, lease, sell, or otherwise separate such quantity of water or water rights from title to the Bank Property itself. Permanent separation of water or water rights is prohibited. All water shall be retained in Tulare County for agricultural production and used in conjunction with the improvements permitted by Section 5 of this Easement only.

Water may be temporarily distributed to a contiguous property or other property owned or leased by the Landowner on an annual basis for agricultural production only. Any temporary distribution of water shall not impair the long-term agricultural productive capacity or open space character of the Property.

14. *Rights Retained by the Landowner.*

Subject to Section 7 and to interpretation under Section 23, as owner of the Bank Property, the Landowner reserves all interests in the Bank Property not transferred, conveyed, restricted, prohibited or extinguished by this Easement. These ownership rights include, but are not limited to, the right to sell, lease, or otherwise transfer the Bank Property to anyone the Landowner chooses, as well as the right to privacy, the right to exclude any member of the public from trespassing on the Bank Property, and any other rights consistent with the Purpose of this Easement. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Bank Property.

Nothing in this Easement relieves the Landowner of any obligation or restriction on the use of the Bank Property imposed by law.

15. *Responsibilities of the Landowner and the Grantee Not Affected.*

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Landowner as owner of the Bank Property. Among other things, this shall apply to:

(a) Taxes – The Landowner shall be solely responsible for payment of all taxes and assessments levied against the Bank Property. If the Grantee ever pays any taxes or assessments on the Bank Property, or if the Grantee pays levies on the Landowner's interest in order to protect Grantee's interests in the Bank Property, the Landowner will reimburse the Grantee for the same. It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII, Section 8 of the California Constitution and that this Easement qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Sections 402.1(a)(8) and 423.

(b) Upkeep and Maintenance – The Landowner shall be solely responsible for the upkeep and maintenance of the Bank Property, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of

the Bank Property. If the Grantee acts to maintain the Bank Property in order to protect the Grantee's interest in the Bank Property, the Landowner will reimburse the Grantee for any such costs.

(c) Liability and Indemnification – In view of the Grantee's and the City negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Bank Property, the Landowner shall indemnify, protect, defend and holds harmless the Grantee and the City, their respective officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns (collectively, "Agents and Assigns") from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees, arising out of or in any way connected with or relating to the Bank Property or the Easement. The Landowner shall be solely liable for injury or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Bank Property, regardless of cause, unless due to the negligence or willful misconduct of the Grantee, the City, and/or their respective Agents and Assigns. The Grantee shall be named as an additional insured on Landowner's general liability insurance policy.

Neither the Grantee, the City, nor their Agents and Assigns shall have responsibility for the operation of the Bank Property, monitoring of hazardous conditions on it, or the protection of the Landowner, the public or any third parties from risks relating to conditions on the Bank Property. Without limiting the foregoing, neither the Grantee, nor the City, nor their respective Agents and Assigns shall be liable to the Landowner or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Bank Property occurring pursuant to this Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against the Landowner or any other person or entity, except as the claim, liability, damage, or expense is the result of the gross negligence or intentional misconduct of the Grantee, or the City, or their respective Agents and Assigns.

The Landowner's indemnification of the City shall extend to ensure that the City shall not incur any liability for the actions or inactions addressed herein.

16. *Monitoring.*

(a) The Grantee shall manage its responsibilities as holder of this Easement in order to uphold the Purpose of this Easement. The Grantee's responsibilities include, but are not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement of this Easement, for the purpose of preserving the Bank Property's agricultural productive capacity and open space character in perpetuity. Failure of the Grantee to carry

out these responsibilities shall not impair the validity of this Easement or limit its enforceability in any way. With reasonable advance notice (except in the event of an emergency circumstance or prevention of a threatened breach), Grantee shall have the right to enter upon, inspect, observe, monitor and evaluate the Bank Property to identify the current condition of, and uses and practices on the Bank Property and to determine whether the condition, uses and practices are consistent with this Easement.

(b) Grantee shall indemnify, defend with counsel of Landowner's choice, and hold Landowner harmless from, all expense, loss, liability, damages and claims, including Landowner's attorneys' fees, if necessary, arising out of Grantee's entry on the Bank Property, unless caused by a violation of this Easement by Landowner or by Landowner's negligence or willful misconduct.

(c) The Grantee shall report to the City on or before February 1 of each year after Grantee's annual monitoring visit, describing method of monitoring, condition of the Bank Property, stating whether any violations were found during the period, describing any corrective actions taken, the resolution of any violation, any requested or approved actions made in accordance with Section 4, and any transfer of interest in the Bank Property, provided that Grantee's failure to do so shall not impair the validity of this Easement or limit its enforceability in any way.

17. *Enforcement.*

(a) The Grantee may take all actions, including legal actions, that it deems necessary to ensure compliance with the terms, conditions, covenants, and purposes of this Easement. The Grantee shall have the right to prevent and correct violations of the terms, conditions, covenants, and purposes of this Easement. If the Grantee finds what it believes is a violation or potential violation, it may at its discretion take appropriate legal action to ensure compliance with the terms, conditions, covenants, and purposes of this Easement and shall have the right to correct violations and prevent the threat of violations. Except when an ongoing or imminent violation could irreversibly diminish or impair the agricultural productive capacity and open space character of the Bank Property, the Grantee shall give the Landowner written notice of the violation or potential violation, and thirty (30) days to correct it, before filing any legal action.

(b) If a court with jurisdiction determines that a violation may exist, has occurred, or is about to occur, the Grantee may obtain an injunction, specific performance, or any other appropriate equitable or legal remedy, including (i) money damages, including damages for the loss of the agricultural conservation values protected by this Easement, (ii) restoration of the Bank Property to its condition existing prior to such violation, and (iii) an award for all of the Grantee's expenses incurred in stopping and correcting the violation, including but not

limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or potential violation, or to take immediate legal action to prevent or correct a violation or potential violation known to the Grantee, shall not bar the Grantee from taking subsequent legal action. The Grantee's remedies under this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(c) Without limiting the Landowner's liability, the Grantee shall apply damages recovered to the cost of undertaking any corrective action on the Bank Property. Should the restoration of lost values be impossible or impractical for whatever reason, the Grantee shall apply any and all damages recovered to furthering the Purpose of this Easement.

(d) In the event the Grantee fails to enforce any term, condition, covenant or purpose of this Easement, as determined by the City, then the City, or their successors and assigns, shall have the right to enforce the Easement after giving notice to the Grantee and the Landowner and providing a reasonable opportunity under the circumstances for the Grantee to enforce any term, condition, covenant, or purpose of the Easement. In the event that the City have reasonable cause to suspect that the Grantee has failed to enforce any of the terms, conditions, covenants, or purposes of the Easement, the City and their successors and assigns shall be entitled to exercise the same right to enter the Bank Property granted to the Grantee, including right of immediate entry in the event of an emergency or suspected emergency where the City or their successor or assign has reasonable cause to determine that immediate entry is required to prevent, terminate or mitigate a violation of this Easement.

(e) Failure or refusal to exercise any rights under the terms of this Easement by the Grantee or the City in the event of a violation by the Landowner of any term herein shall not constitute a waiver or forfeiture of the Grantee's or the City right to enforce any term, condition, covenant, or purpose of this Easement.

18. *Transfer of Easement.*

(a) This Easement may only be assigned or transferred to an entity authorized to hold such Easement as specified under Section 10211 of the Public Resources Code and has similar purposes to preserve, is capable of managing the Easement, and protecting the mitigation of the impacts to agricultural lands and open space. Such an assignment or transfer may proceed only if the organization or agency expressly agrees to assume the responsibility imposed on the Grantee by the terms of this Easement and is expressly willing and able to hold this Easement for the Purpose for which it was created. All assignment and assumption agreements transferring the Easement shall be recorded in Tulare County within thirty (30) days.

(b) If the Grantee should desire to assign or transfer this Easement, the Grantee

must obtain written permission from the Landowner and the City, which permission shall not be unreasonably withheld.

(c) If the Grantee or its successors ever ceases to exist or no longer qualifies under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, the City, in consultation with the Landowner, shall identify and select an appropriate private or public entity to whom this Easement shall be transferred.

19. *Perpetual Duration and No Merger of Title.*

(a) Pursuant to California Civil Code at Part 2, Chapter 4, (commencing with section 815), which defines and authorizes perpetual conservation easements, and California Government Code Section 65966 (a) that requires conservation easements to be perpetual when created to satisfy a local or state mitigation requirement; this Easement shall run with the land in perpetuity. Every provision of this Easement that applies to the Landowner or the Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

(b) No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Bank Property, or any portion thereof, to the Grantee, or its successors or assigns. It is the express intent of the parties that this Easement not be extinguished by, merged into, modified, or otherwise deemed affected by any other interest or estate in the Bank Property now or hereafter held by the Grantee or its successors or assigns.

20. *Transfer of Property Interest.*

(a) Any time the Bank Property itself, or any interest in it, is transferred by the Landowner to any third party, the Landowner shall notify the Grantee and the City in writing at least thirty (30) days prior to the transfer of the Bank Property or interest, and the document of conveyance shall expressly incorporate by reference this Easement. Any document conveying a lease of the Bank Property shall expressly incorporate by reference this Easement. Failure of the Landowner to do so shall not impair the validity of this Easement or limit its enforceability in any way.

(b) Prior to any sale, lease, license or other transfer of any interest in the Bank Property, the Landowner shall inform the prospective transferee of this Easement and its terms and provide them with a copy of this Easement. Any such subsequent owners, lessees, licensees, or transferees shall succeed to and be bound by the terms of the Easement.

21. *Amendment of Easement.*

(a) This Easement may be amended only with the written consent of the Landowner, the Grantee, and the City. Any such amendment shall be consistent with the Purpose of this Easement and with the Grantee's easement amendment policies, and shall comply with all applicable laws, including Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section, and with Section 815 et seq. of the California Civil Code, and the California Farmland Conservancy Program Act as codified in Section 10200 et seq. of the California Public Resources Code, and any regulations promulgated thereunder. No amendment shall diminish or affect the perpetual duration or the Purpose of this Easement, nor the status or rights of the Grantee under the terms of this Easement.

(b) This Easement and any amendment to it shall be recorded in Tulare County. A copy of the recorded amendment shall be provided to the City within thirty (30) days of recordation.

22. *Termination of Easement and Eminent Domain.*

(a) Termination.

(i) It is the intention of the parties that the Conservation Purpose of this Easement shall be carried out forever as provided in the Section 10211 of the California Public Resources Code, Section 815 et seq. of the California Civil Code and California Government Code Section 65966 (a). Pursuant to California Government Code Section 65966 (a), this Easement is established to satisfy a local or state mitigation requirement, and cannot be terminated pursuant to the administrative termination provision defined in Public Resources Code sections 10270 et seq.

Accordingly, Landowner expressly waives on behalf of Landowner and Landowner's successors and assigns all rights to terminate or extinguish this Easement, or request that this Easement be terminated or extinguished pursuant to the administrative termination provisions set forth in sections 10270 et. seq. of the Public Resources Code.

(ii) If circumstances arise in the future that render all of the Purposes of this Easement impossible to accomplish, this Easement may be terminated or extinguished, whether in whole or in part, on the initiative of the Grantee or the Landowner, but only by judicial proceedings in a court of competent jurisdiction. The Grantee shall give notice to the City of any prospective termination or extinguishment of this Easement not less than 60 business days before initiating such proceedings. The City may intervene in any such judicial proceedings to protect or retain this Easement.

(iii) No inaction or silence by the Grantee shall be construed as abandonment of the Easement. The fact that the Bank Property is not in agricultural use, or

that agricultural use is no longer possible, is not reason for termination or extinguishment of this Easement so long as any of the Purposes of this Easement remains possible to accomplish. Other than pursuant to eminent domain or an involuntary acquisition for a necessary public use by public agency, corporation, or other entity or individual with the power of eminent domain (Acquiring Entity), no other voluntary or involuntary sale, exchange, conversion, transfer, assignment, lease, mortgage or other encumbrance, alienation or conveyance of any kind of all or part of the Bank Property, or of any interest in it, shall limit or terminate or extinguish the provisions of this Easement.

(iv) Should all or part of the Bank Property or any interest in it be proposed for acquisition for a necessary public use by an Acquiring Entity, the Landowner and the Grantee shall join in appropriate actions to recover the full value of the proposed acquisition and all incidental or direct damages resulting from the proposed acquisition as well as all other payments to which they may be entitled by law (Compensation). The Acquiring Entity shall pay Compensation directly to the Landowner and the Grantee. The Compensation of such proceeding of the Landowner and the Grantee shall be divided in accordance with the proportionate values of the Landowner's and the Grantee's interests as specified in this Section 22(b), unless otherwise provided by applicable law.

(v) If the Landowner receives notice, formal or informal, that any Acquiring Entity intends to exercise its power of eminent domain as to the Bank Property or any portion thereof or any interest therein, Landowner shall promptly, and in any event in not less than fifteen (15) business days after receipt of such notice, give written notice to the Grantee and the City of such receipt together with a copy of any and all communications related to such prospective eminent domain proceedings. The Landowner shall thereafter promptly provide to the Grantee and the City copies of all further communications related to such proceedings and cooperate with the Grantee and the City in responding to such proceedings.

(vi) Acquisition of the Easement through the power of eminent domain is subject to the requirements of Section 10261 of the California Public Resources Code, the eminent domain laws of the State of California, including Section 1240.510 or Section 1240.610 of the Code of Civil Procedure, federal law, and this Easement. The Bank Property may not be taken by eminent domain or in lieu of eminent domain if the planned use is more than seven (7) years in the future (California Code of Civil Procedure section 1240.220). Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, shall occur pursuant to applicable laws and procedures, including but not limited to California Government Code sections 7267.1 and 7267.2, and shall require approval of the Grantee, the City. The Grantee and the City shall have an opportunity to accompany the

appraiser for the Acquiring Entity when the appraiser goes on the Bank Property with Landowner.

(vii) Should this Easement be condemned or otherwise terminated on any portion of the Bank Property, the balance of the Bank Property shall remain subject to this Easement and reimbursement shall be pro-rated. In this event, all relevant related documents shall be updated and re-recorded by the Grantee to reflect the modified easement area. Encumbrances junior to this Easement shall remain subordinate to the Easement as amended.

(viii) Landowner's inability to transfer and sell mitigation credits in the mitigation bank established by this Conservation Easement for any reason whatsoever shall not constitute a reason to terminate the Conservation Easement.

(b) Compensation.

(i) The grant of this Easement gives rise to a property right immediately vested in Grantee.

(ii) Compensation of the Grantee shall proceed as follows: The value of the Easement terminated or extinguished shall be determined in accordance with this Section 22(b), and the Grantee shall receive from the Landowner the entire value of the Easement to the extent terminated or extinguished. Until such compensation is paid to the Grantee in full, the amount of that compensation shall be a first priority lien on the Bank Property with the same seniority as this Easement. This Easement shall not be deemed terminated or extinguished until such payment is received by the Grantee.

(iii) The parties stipulate and agree that except as otherwise required by state law, the fair market value of the Easement (the "Easement Value") shall be equal to: (1) the fair market value of the Bank Property, unencumbered by the Easement (the "Bank Property Value"), less (2) the fair market value of the Bank Property as encumbered by the Easement each as determined on or about the date of the termination.

(iv) The Grantee is entitled to its full share of proceeds as calculated herein regardless of any amount owing to a lienholder, lender or other creditor of Landowner.

(v) The fair market valuation shall be determined by an appraisal performed by a qualified appraiser jointly selected by the Landowner, the Grantee and the City. Appraisals shall conform to the Uniform Standards of Professional Appraisal Practices.

(vi) If the Landowner has initiated termination of the Easement through a judicial proceeding, the Landowner shall pay the cost of the appraisal, and the appraisal is subject to approval by the City. Nothing herein shall prevent

the Landowner, the Grantee, or the City from having an appraisal prepared at its own expense.

(vii) If the Grantee obtains payment on a claim under a title insurance policy insuring this Easement, payment shall be distributed as set forth this Section 22(b).

23. *Interpretation.*

(a) This Easement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

(b) References to specific authorities in this Easement shall be to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the time this Easement becomes effective.

(c) No provision of this Easement shall constitute governmental approval of any improvements, construction or other activities that may be permitted under this Easement.

24. *Notices.*

Any notices to the Landowner and the Grantee required by this Easement shall be in writing and shall be personally delivered or sent by First-Class Mail to the following addresses, unless a party has been notified by the other of a change of address:

To the Landowner:

CRS Farming, LLC
11878 Avenue 328
Visalia, CA 93291

To the Grantee:

Sequoia Riverlands Trust
427 S. Garden
Visalia, CA 93277

Any notices required by this Easement to be sent to the City shall be in writing and shall be personally delivered or sent by First-Class Mail, at the following address, unless a party has been notified by the City, or either one of them, of a change of address:

To the City:

City of Visalia Community Development Dept.
315 E. Acequia Avenue
Visalia, CA 93277

25. *The Landowner's Environmental Warranty.*

(a) Nothing in this Easement shall be construed as giving rise to any right or ability in the Grantee or the City to exercise physical or management control over the day-to-day operations of the Bank Property, or any of the Landowner's activities on the Bank Property, or otherwise to become an "owner" or "operator" with respect to the Bank Property as those words are defined and used in environmental laws, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended or any corresponding state and local statute or ordinance.

(b) The Landowner warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Bank Property other than the use of Hazardous Materials in Landowner's farming operations in compliance with Environmental Laws. Moreover the Landowner hereby promises to defend and indemnify the Grantee and the City against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Bank Property, or arising from or connected with a violation of any Environmental Laws. The Landowner's indemnification obligation shall not be affected by any authorizations provided by the Grantee to the Landowner with respect to the Bank Property or any restoration activities carried out by the Grantee at the Bank Property; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed after this date to the Bank Property by the Grantee.

(c) "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.

(d) The Landowner warrants that it shall remain in compliance with, all applicable Environmental Laws. The Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Bank Property.

(e) "Environmental Law" or "Environmental Laws" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(f) If at any time after the effective date of this Easement there occurs a release, discharge or other incident in, on, or about the Bank Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, the Landowner agrees to take any steps that are required of the Landowner with respect thereto under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

26. *The Landowner's Title Warranty; No Prior Conservation Easements.*

The Landowner represents and warrants that it owns the entire fee simple interest in the Bank Property, including the entire mineral estate except as otherwise expressly identified in this Easement, and hereby promises to defend this Easement against all claims that may be made against it.

Any and all financial liens or financial encumbrances with priority over this Easement existing as of the date of the recording of this Easement have been subordinated.

The Landowner represents and warrants that the Bank Property is not subject to any other conservation easement whatsoever.

27. *Granting Subsequent Easements, Interests in Land, or Use Restrictions.*

(a) With permission of the Grantee pursuant to Section 4, the Landowner may grant subsequent easements, including conservation easements, interests in land, or use restrictions on the Bank Property. Under no circumstances shall the Grantee approve the granting of subsequent easements, interests in land, or use restrictions that might diminish or impair the agricultural productive capacity or open space character of the Bank Property, or otherwise impair the Conservation Purpose of the Easement.

(b) The Grantee's written approval shall be obtained at least thirty (30) days in advance of the Landowner's execution of any proposed subsequent easement,

interests in land, or use restriction on the Bank Property, and such subsequent easements, interests in land, and use restrictions shall make reference to and be subordinate to this Easement.

(c) The Grantee shall notify the City immediately upon receipt of request by the Landowner to grant a subsequent easement, interest in land, or use restriction on the Bank Property, and provide copies of documents associated with such a request to the City.

(d) The Grantee shall notify the City in the event that it approves the grant of any subsequent easement, interest in land, or use restriction on the Bank Property.

28. *Administrative Costs.*

The administration of this Easement by Grantee requires considerable time and expense. Grantee shall bear all routine administrative expenses related to the Easement including, but not limited to the following activities: routine easement monitoring and reporting, and notices of permitted activities, and routine staff work. Landowner agrees to pay the reasonable expenses of Grantee for non-routine administration of the Easement including, but not limited to actions requiring Grantee's prior approval, enforcement of Easement violations and any requests of Landowner that entail or require an amendment to this Easement.

29. *Severability.*

If any term, provision, covenant, condition, or restriction of this Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective the remainder of this Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

30. *Entire Agreement.*

This Easement, including the Recitals, attached exhibits and the Baseline Report, is the final and complete expression of the agreement between the parties with respect to the subject matter contained herein. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral, are merged into and superseded by this written instrument.

The exhibits attached to and included in this Easement are:

Exhibit A - Legal Description
Exhibit B – Map

31. *Acceptance.*

As attested by the signature of its Executive Director affixed hereto, as authorized by Grantee’s Board of Directors/Trustees, in exchange for consideration, the

Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Agricultural Conservation Easement.

To Have and To Hold, this Deed of Agricultural Conservation Easement unto the Grantee, its successors and assigns, forever.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Landowner and the Grantee, intending to legally bind themselves, each have set their hands on the date first written above.

LANDOWNER

CRS Farming, LLC,
a California limited liability company

_____
By: Eric M. Shannon, Manager

_____
By: Jerrid P. Shannon, Manager

_____
By: Dustin R. Shannon, Manager

GRANTEE

Sequoia Riverlands Trust,
a California nonprofit public benefit corporation

By: _____

Name: Logan Robertson Huecker

Title: Executive Director

ACKNOWLEDGMENT

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

State of California)
County of _____) ss.

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

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

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGEMENT

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

State of California)
County of _____) ss.

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

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State of California)
County of _____) ss.

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

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State of California)
County of _____) ss.

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

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

WITNESS my hand and official seal.

Signature _____

ACCEPTANCE OF CONSERVATION EASEMENT BY THE CITY OF VISALIA AND DISCHARGE OF AGRICULTURAL PRESERVATION REQUIREMENT

The CITY OF VISALUA, a municipal corporation (City), hereby accepts and approves the foregoing *Deed of Agricultural Conservation Easement* (the "Conservation Easement") and the rights conveyed therein.

The City agrees that recordation of this Conservation Easement satisfies (_____) acres of the CRS Farming, LLC a California limited liability company's obligation under Visalia Municipal Code Title 18, Chapter 18.04, Agricultural Land Preservation Program, which requires the CRS Farming, LLC, a California limited liability company ("Developer") to conserve (_____) acres of Prime or Farmland of Statewide Importance" required in connection with the CRS Farming, LLC agricultural land mitigation bank project ("Project") approved by the City on _____. The City of Visalia approved the Project subject to preservation requirements including Section 18.04.080.C.9 pursuant to which the Project may purchase and dedicate a conservation easement to mitigate for impacts related to the loss of prime farmland and farmland of statewide importance.

CITY OF VISALIA

By: _____
Name: Paul Bernal
Its: Director of Planning and Community Preservation

Date: _____

ACKNOWLEDGEMENT

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

State of California)
County of _____) ss.

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

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

WITNESS my hand and official seal.

Signature _____

Exhibit A
(Bank Property)

LEGAL DESCRIPTION

[EXHIBIT A APPEARS ON THE FOLLOWING PAGE]

Exhibit A

LEGAL DESCRIPTION

Agricultural Mitigation Easement

All of Section 6, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California.

EXCEPTING THEREFROM that portion thereof described as follows:

Beginning at the Northwest corner of said Section 6;

Thence Easterly, along the North line of said Section 6, a distance of 1300.00 feet;

Thence Southerly, along a random line, a distance of 5281.34 feet to a point on the South line of said Section 6, located 1320.00 feet Easterly of the Southwest corner thereof;

Thence Westerly, along the South line of said Section 6, a distance of 1320.00 feet to the Southwest corner of said Section 6;

Thence Northerly, along the West line of said Section 6, a distance of 5276.27 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM the North 334 feet of the East 650 feet of said Section 6.

Containing 475.82 acres more or less.



Exhibit B
(Map)

[EXHIBIT B APPEARS ON THE FOLLOWING PAGE]

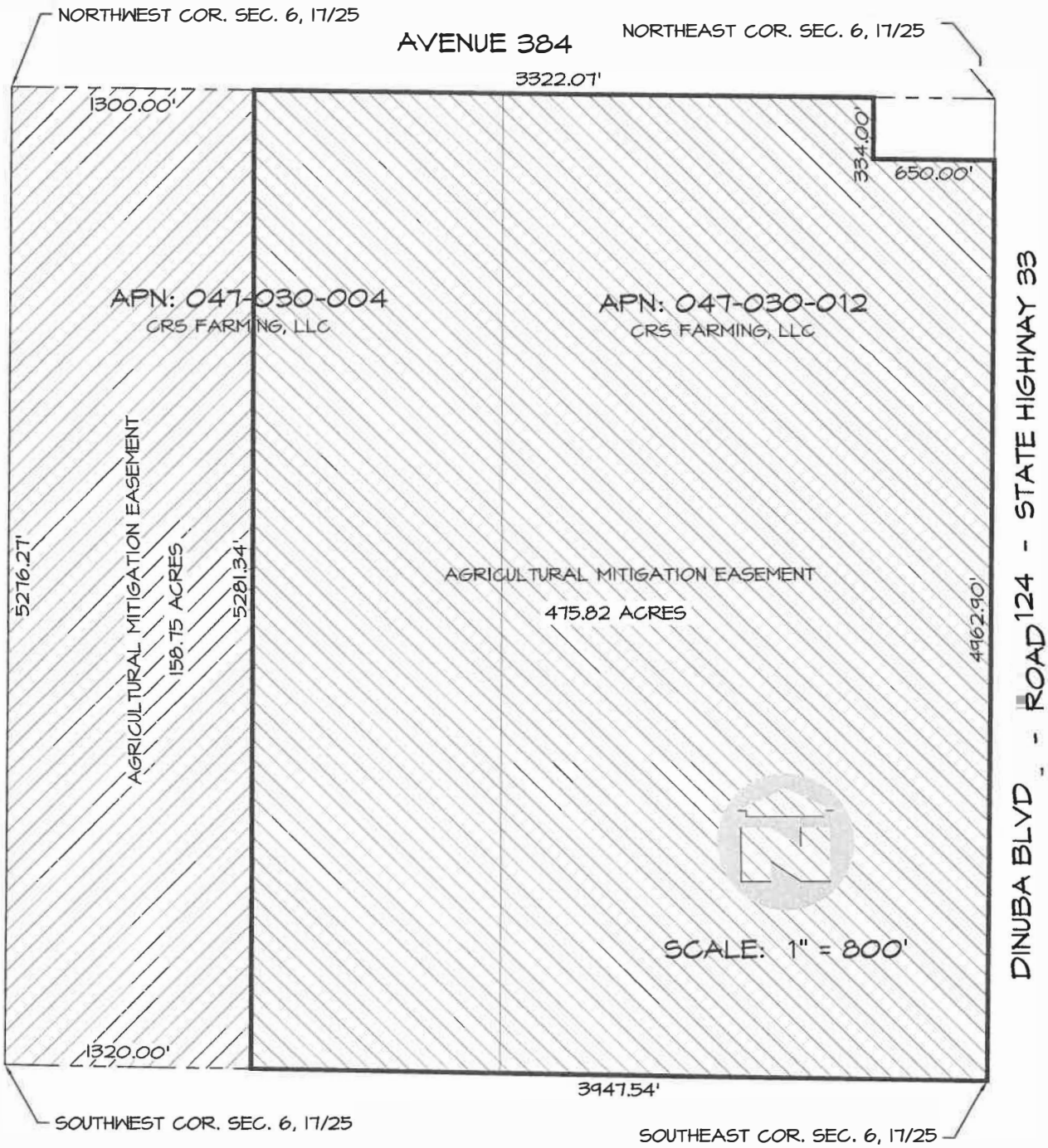
AGRICULTURAL MITIGATION EASEMENT

PREPARED BY: NEIL ZERLANG - LAND SURVEYOR

2908-B WEST MAIN STREET, VISALIA, CA 93291; (559) 739-1616

PREPARED FOR: ERIC SHANNON

11878 AVENUE 328, VISALIA, CA 93291



23-079 SHANNON

APRIL 2025

St. John's Ditch Company

Total Acres in District: Unknown
Irrigated Acres: Unknown
Max allocation: None
Current Water Year Allocation: 100%
Average Allocation: 2.00 acre-foot per acre

Project: Kings River-Pine Flat
Source: Pine Flat
Supply rating: Mostly Reliable
Typical Charges: $50 per acre

The Cairns Ranch A (077-030-012) and Cairns Ranch B (077-040-023) properties have irrigation water access from St. John's Ditch Company, which is supplied water from the Kaweah Delta Water Conservation District.

Alta Irrigation District (AID)

Total Acres in District: 129,000
Irrigated Acres: 111,000
Max allocation: None
Current Water Year Allocation: 100%
Average Allocation: Based upon internal formula

Project: Kings River-Pine Flat
Source: Pine Flat
Supply rating: Very Reliable
Typical Charges: $ 20 per acre

The Visalia Farms A (047-030-004) and Visalia B (047-030-(011 & 012)) properties are located within the Alta Irrigation District with a 100% entitlement. Alta Irrigation District is one of the oldest irrigation districts in California and was founded in 1882. The district encompasses about 129,000 acres of which 111,000 acres are irrigated. The district has water rights to the Kings River and is an "Upper River" user with "low flow" river rights.

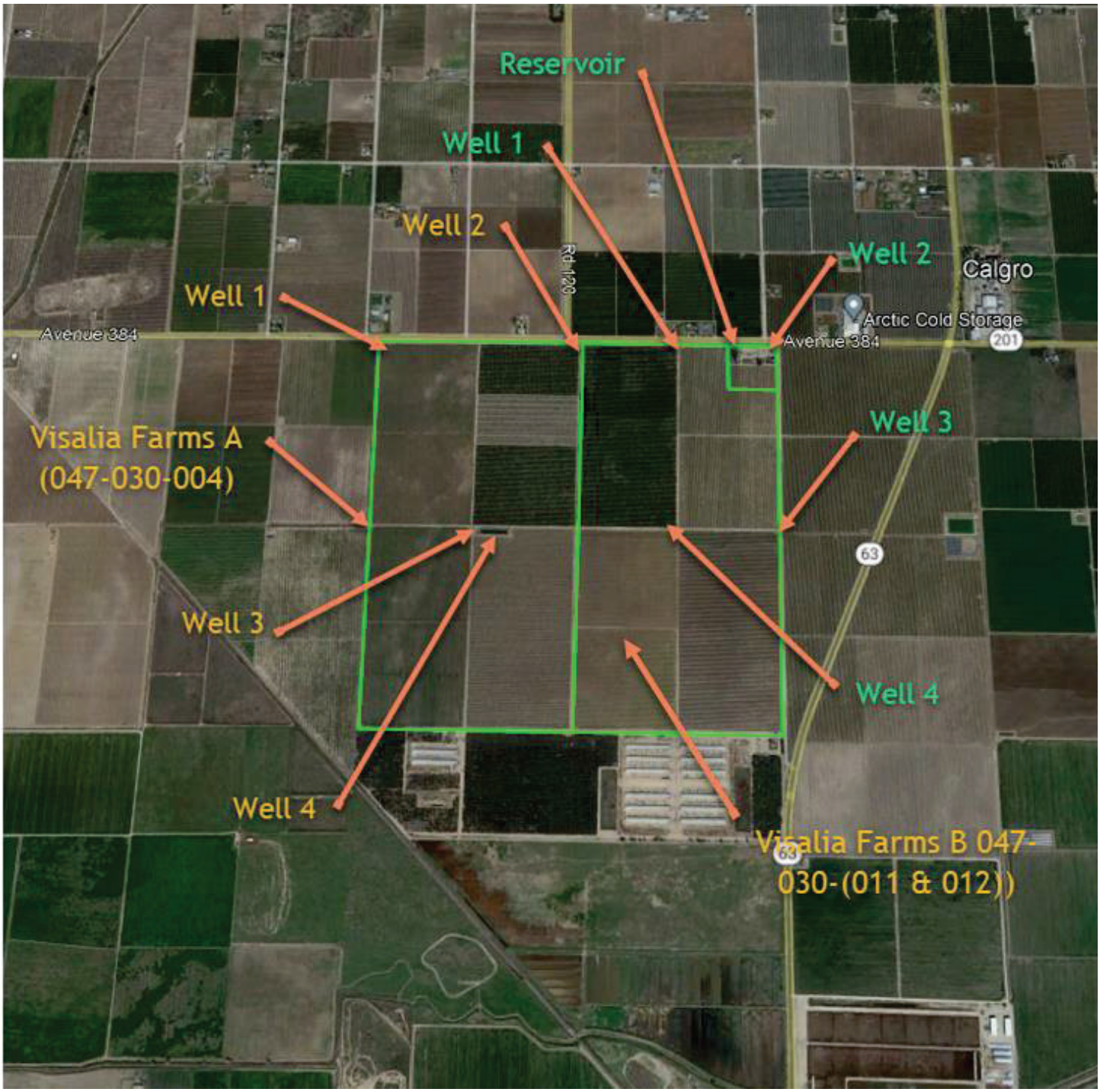
In a typical year, the district provides water from May to August, but annual deliveries can be variable depending on hydrology. The current cost per acre foot for the district is $7.75 per acre foot, in addition to an assessment charge depending on percentage entitlement. The following shows the per acre assessment for each level of entitlement:

Assesment Charge

%	$/acre
100%	$19.95
75%	$17.08
50%	$14.20
25%	$11.33
5%	$8.45

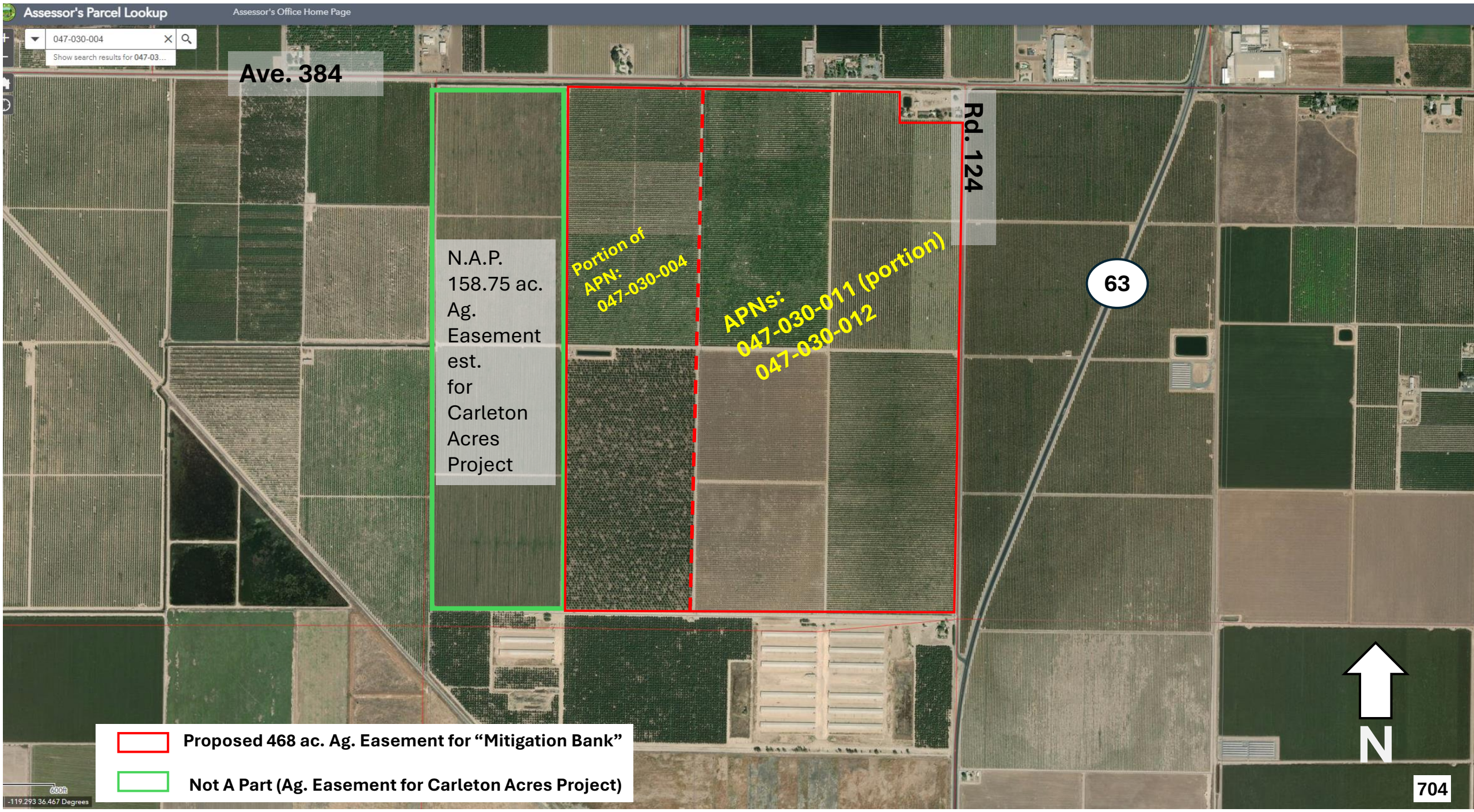
Differences in entitlement percentages affect the volume of water available. The water entitlement schedules are complicated and annual allocations between entitlement levels are determined by the board of directors. In a typical water year, property with 100% entitlement is entitled to 1 CFS for 3 days for each twenty acres, and the district runs a cycle every 12 to 16+/- days in normal years, equating to about 2-acre feet per acre. Those with less than 100% entitlement receive proportionally less. The peak of the drought in 2015 meant no water delivery. Typical water deliveries for the district have been between 125,000 and 225,000-acre feet, with small amounts delivered during the drought years of 2013 to 2015.

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Surface Water:

Property Name	*Water District*	*Supply Rating*	*Receives Water*
Cairns Ranch A	Saint Johns Water District	**Mostly Reliable**	Yes
Cairns Ranch B	Saint Johns Water District	**Mostly Reliable**	Yes
Visalia Farms A	Alta Irrigation District	**Very Reliable**	Yes
Visalia Farms B	Alta Irrigation District	**Very Reliable**	Yes


Assessor's Parcel Lookup
Assessor's Office Home Page
047-030-004
Show search results for 047-03...
Ave. 384
N.A.P.
158.75 ac.
Ag.
Easement
est.
for
Carleton
Acres
Project
Portion of
APN:
047-030-004
APNs:
047-030-011 (portion)
047-030-012
Rd. 124
63
Proposed 468 ac. Ag. Easement for "Mitigation Bank"
Not A Part (Ag. Easement for Carleton Acres Project)
N
704
600ft
-119.293 36.467 Degrees

File #: 25-0346 **Agenda Date:** 8/4/2025 **Agenda #:** 17.

Agenda Item Wording:
Approve Change Orders and Authorize Measure N Amendment Process - Approve change orders for the modernization of parking structures and Fire Station 52 elevators; and authorize City staff to initiate Measure N amendment process to increase project funds.

Prepared by: Donny MacLennan, Building Maintenance Superintendent 713-4525; donny.maclennan@visalia.city Alvin Dias, Parks and Facilities Manager 713-4564; alvin.dias@visalia.city Jason Glick, Parks and Recreation Director 713-4042; jason.glick@visalia

Department Recommendation: Authorize staff to initiate the Measure N amendment process to appropriate an additional $519,638 for the modernization of elevators within both parking structures and Fire Station 52. If approved, staff will present the proposed changes to the Measure N Committee for comments and return to Council to conduct two public hearings. In addition, staff is requesting Council to approve three change orders totaling $199,306.

Summary:
Measure N serves as the funding source to repair buildings. These projects are typically roof repairs, HVAC replacements, and large miscellaneous repairs to City facilities. The City currently operates thirteen (13) elevators at various facilities. There are two (2) elevators within the West Acequia Parking Structure (located across from the Hospital), one (1) at the East Acequia Parking Structure (located across from City Hall East), and one (1) at Fire Station 52 (located at 2224 W. Monte Vista). Of these elevators only one elevator is currently operational at West Acequia Parking Structure. The other three (3) elevators have experienced operational failures and have been out of service for almost a year due to part manufacturing, repair personnel availability and the time involved in design.

On November 18, 2024, Council awarded a contract to TK Elevator for $804,013 to modernize the three elevators by doing a major overhaul on them. Over the last six months TKE has been manufacturing components for the elevators. Since the contract award, tariffs have been put in place by the Federal Government causing an increase in material costs by $10,000 (change order #1). In addition, it was discovered that the insolation inside the hydraulic tank of the south elevator at the West Acequia Parking Structure had separated and contaminated the hydraulic oil, destroying the hydraulic control valve. The cost for the removal and installation of new hydraulic tanks is $90,000 (change order #2)

Staff is also anticipating a third change order for the replacement and relocation of the elevator hydraulic line at Fire Station 52 for an estimated cost of $100,000 (potential change order #3). TK Elevator will need to install the new hydraulic ram to test the existing hydraulic line. It is hopeful that the line is functional, but if the line fails the pressure test, the City will need to install a new hydraulic line across the building from the machine room to the elevator.

TKE has also informed staff that the Fire, Life, Safety systems will need to be updated to meet the

current building code. This update will be completed by another vendor who coordinates with TKE. Staff is also requesting a 10% construction contingency for any unforeseen issues that may arise.

Background Discussion:
The East Parking structure was built in 2001 (24 years old) and the West Parking Structure was built in 2007 (18 years old). Both the Parking Structures have been experiencing equipment failures, costly repairs, and many of the replacement parts have become obsolete. Staff have been working with TK Elevators for the past several years to keep the elevators functional and in compliance with the State of California regulations. This has led to costly repairs and the elevators to be down for long periods of time until replacement parts could be located. The non-functioning elevators have become more frequent as the elevators continue to age and have become especially noticeable at the West Acequia Parking Structure due to the high-volume use for Kaweah Health patients and staff.

There are two (2) elevators within the West Acequia Parking Structure and one (1) at the East Acequia Parking Structure. Of these elevators only one elevator is currently operational at West Acequia Parking Structure. The other two (2) elevators have experienced operational failures and have been out of service for several months.

Fire Station 52 was built in 1995 and is 30 years old. The elevator has been non-operational since April 2024 after failing the State required load test. During this time, TK Elevators discovered that the hydraulic ram that lifts and lowers the elevator cart was failing and would need to be replaced for the elevator to pass inspection and be operable for use. This is a costly repair due to the design of the system.

To get the three elevators operational (2 at parking structures + 1 at Station 52), Council awarded a contract to TK Elevator for $804,013 to modernize the three elevators by doing a major overhaul on them in November 2024. Over the last six months, TKE has been manufacturing components for the elevators. Since the contract award, material costs have been documented to have increased by $10,000 (change order #1). In addition, it was discovered that the insolation inside the hydraulic tank of the south elevator at the West Acequia Parking Structure had separated and contaminated the hydraulic oil, destroying the hydraulic control valve. During the original evaluation of the elevators the hydraulic tanks were in good condition. The cost for the removal and installation of new hydraulic tanks is $90,000 (change order #2)

Staff is also anticipating a third change order (change order #3) for the replacement and relocation of the elevator hydraulic line at Fire Station 52. The existing hydraulic line runs under the concrete bays and is directly buried in the soil. TK Elevator will need to install the new hydraulic ram to test the existing hydraulic line. It is hopeful that the line is functional, but if the line fails the pressure test, we will need to install a new hydraulic line across the building from the machine room to the elevator. The estimated cost for this change order is $100,000. These three change orders total $199,306.

In addition, TKE has informed staff that the Fire, Life, Safety systems will also need to be updated to meet the current building code. The System will need to be updated for the three non-operating elevators plus the one functional at the West Parking Structure. This work will need to be performed by another vendor who will coordinate with TKE. Staff is currently receiving quotes from our current vendor for the system upgrade. If the price is more than $100,000, staff will return to Council for the award. This does not need to be approved by the Measure N Committee, just the budget amendment.

Measure N Budget Amendment Process:

- Recommendation to City Council to make changes and present them to the Measure N Committee;
- Staff receives comments by Committee;
- Staff conducts two public hearings at regular Council Meetings to consider amendments.

Staff is requesting authorization to initiate the Measure N budget amendment process for the three change orders, Safety System upgrades, and a 10% construction contingency for any unforeseen issues that may arise totaling $519,638. Any remaining funds at the completion of the elevator modernization project would be disbursed back to the Measure N fund.

Fiscal Impact: During the 2024/25 Budget process, Council approved a $1.18 million capital project in the Measure N Fund for Building Maintenance. This project is used for roof repairs, HVAC replacements, and large miscellaneous repairs to City facilities.

The life expectancy of an elevator is typically twenty years. Based on the age of the elevators and ongoing issues, staff had included the elevator repairs in the budget to be performed in phases, starting with the two (2) elevators at the West Acequia Parking Structure in FY 24-25, and the one (1) elevator at the East Acequia Parking Structure to be completed in FY 25-26. Fire Station 52 was not originally included in the budget due to not having any major issues. To stay within the elevator budget, Station 52 was swapped with the second elevator in the West Parking Structure.

Staff is requesting to begin the Measure N amendment process to appropriate an additional $519,638 as shown in the table below.

Modernization of elevators within both parking structures and Fire Station 52 Project	
Current Budget	**$804,013**
Change Order #1 – Tariff cost increase	$9,306
Change Order #2 – Hydraulic Oil Reservoir Tanks (West Parking Structure)	$90,000
Anticipated Change Order #3 – Hydraulic line replacement and relocation (Fire Station 52)	$100,000
Fire, Life, Safety required upgrades – All elevators (estimate)	$200,000
Construction Contingency (est.10%)	$120,332
Total Estimated Project Costs	$1,323,651
Total Additional Appropriation Request	$519,638

Any remaining funds at the completion of the elevator modernization project would be disbursed back to the Measure N fund.

Prior Council Action:
June 17, 2024 - City Council approved the Budget which included the elevator project (CIP CP0250)

November 18, 2024 - the City Council approved the City Manager to enter into an agreement with TK Elevator Corporation for $804,013.00 for the modernization of elevators within both parking structures and Fire Station 52.

Other: None

Alternatives: Reject staff's recommendation and direct staff to seek alternate funding and cost proposals.

Recommended Motion (and Alternative Motions if expected):
I move to authorize City staff to:

1. Initiate Measure N amendment process to appropriate $519,638 for the modernization of elevators within both parking structures and Fire Station 52; and
2. Approve change orders 1 through 3 for TK Elevator in the amount of $199,306.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/4/2025

Attachments: TK Elevator Tariff Change Order #1, TK Elevator Hydraulic Tanks Change Order #2

Subcontract Change Order Request

Date:

PROJECT NUMBER: 276183
CONTRACT DATE: 01/06/2025
CHANGE ORDER NUMBER: 1

PROJECT NAME: City Of Visalia-4 Car Omni
PROJECT ADDRESS: Visalia City

CONTRACTOR NAME: City Of Visalia
CONTRACTOR ADDRESS: 707 W Acequia Ave
Ca,93291

SUBCONTRACTOR NAME: TK Elevator Corporation
SUBCONTRACTOR ADDRESS: 940 Riverside Parkway
West Sacramento, CA

This request for a formal Change Order is made for the above-referenced Contractor and specifically intends to modify and amend the work, price and/or terms set forth in above-referenced Subcontract as follows:

An additional sum of $ 9305.80 shall be added to the contract price in connection with import charges passed on to TK Elevator by its suppliers as a consequence of new and/or increased government-mandated tariffs.

City Of Visalia acknowledges and agrees to issue a formal, signed change order to TK Elevator covering this additional amount prior to the release or procurement of any affected materials.

This escalation applies solely to tariff-related increases.

Total Amount of this Change Order to be added to the contract price: $ 9305.80

In the event of any conflict between the work, price and/or terms and conditions of the above-referenced Subcontract or prior change orders thereto and this Change Order, this Change Order shall be final. Please sign two (2) copies of this Change Order and return two (2) copies to TK Elevator. A fully executed copy of this Change Order will be returned to you for your files.

Signed Acceptance:

By signing this Change Order where indicated below, the Contractor's signatory hereby acknowledges (a) that the Contractor agrees to all of the terms and conditions contained herein, (b) that the signatory has the authorization necessary to bind the Contractor to agreements of this nature, and (c) that this form is valid and binding notwithstanding any conflicts with procedures and/or forms required by the original Subcontract referenced above which are deemed to have been waived.

This change order/notice scope of work requires the anticipated or current project schedule, and associated time frames, to be adjusted commensurate with the time necessary for the engineering, material procurement and additional labor. TK Elevator will provide a revised project schedule on expedited schedule change order/notice scope of work to the purchaser upon request.

Subcontractor:
TK Elevator Corporation

Contractor:
City Of Visalia

By:
Title:

Date:

By:
Title:

Date:

Subcontract Change Order Request

Date: 06/09/2025

PROJECT NUMBER:	276183
CONTRACT DATE:	1/6/2025
CHANGE ORDER NUMBER:	1
PROJECT NAME:	DOWNTOWN PKG & FIRE STATION 52
PROJECT ADDRESS:	2224 W MONTE VISTA VISALIA, CA, 93277-7227
CONTRACTOR NAME:	City Of Visalia
CONTRACTOR ADDRESS:	336 N Ben Maddox Way Visalia, CA, 93292
SUBCONTRACTOR NAME:	TK ELEVATOR CORPORATION
SUBCONTRACTOR ADDRESS:	940 Riverside Pkwy, Ste 20 West Sacramento, CA, 95605

This request for a formal Change Order is made for the above-referenced Contractor and specifically intends to modify and amend the work, price and/or terms set forth in above-referenced Subcontract as follows:

This change order covers the material and labor to replace the (2) Schindler Tank units, Rupture/Overspeed/Shutoff Valves for 222 Acequia Parking Garage.

City Of Visalia agrees to issue a formal change order to TK Elevator for the described work before any associated material will be ordered and labor will be scheduled.

Total Amount of this Change Order to be added to the contract price: $90,000.00

In the event of any conflict between the work, price and/or terms and conditions of the above-referenced Subcontract or prior change orders thereto and this Change Order, this Change Order shall be final. Please sign two (2) copies of this Change Order and return two (2) copies to TK Elevator. A fully executed copy of this Change Order will be returned to you for your files.

Signed Acceptance:

By signing this Change Order where indicated below, the Contractor's signatory hereby acknowledges (a) that the Contractor agrees to all of the terms and conditions contained herein, (b) that the signatory has the authorization necessary to bind the Contractor to agreements of this nature, and (c) that this form is valid and binding notwithstanding any conflicts with procedures and/or forms required by the original Subcontract referenced above which are deemed to have been waived.

This change order/notice scope of work requires the anticipated or current project schedule, and associated time frames, to be adjusted commensurate with the time necessary for the engineering, material procurement and additional labor. TK Elevator will provide a revised project schedule on expedited schedule change order/notice scope of work to the purchaser upon request.

Subcontractor:		Contractor:	
TK Elevator Corporation		**City Of Visalia**	
By: Edward Werley	Date: 06/09/2025	By: Donny MacLennan	Date:
Title MANAGER - PROJECT III, FIELD		Title: Facilities Superintendent, Building	

Visalia City Council

Staff Report

File #: 25-0333 **Agenda Date:** 8/4/2025 **Agenda #:** 1.

Agenda Item Wording:
Visalia Police Department Overview Presentation - Visalia Police Department command staff will present an overview of the Department including a general overview of the operations, department staffing, response data, crime analytics, and project updates.

Prepared by:
Police Chief Jason Salazar, 559-713-4215, jason.salazar@visalia.city

Department Recommendation:
Receive an overview presentation from the Visalia Police Department command staff.

Background Discussion:
Police Department command staff will present an overview of the Visalia Police Department including a general overview of the operations, department staffing, part 1 crimes, response data, call for services, traffic collision data, collaborations to specific crime problems, community engagement, and project updates.

Fiscal Impact: No fiscal impact.

Prior Council Action: No prior council action.

Other: None.

Alternatives: None.

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

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/4/2025

Attachments: Visalia Police Department 2025 Overview Presentation.



VISALIA POLICE DEPARTMENT OVERVIEW

August 4, 2025

Visalia Police Department

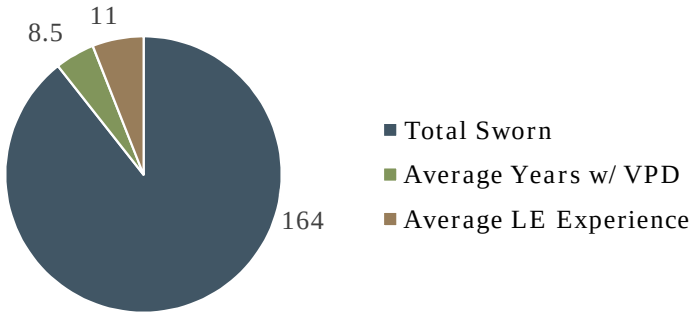
Information

- Department Staffing:
  - Allocated 169 sworn police officer positions.
    - Currently have (4) vacancies w/ (10) laterals in the application process.
  - Allocated 98 professional staff positions (Records, Dispatch, Crime Lab, etc.)
    - Dispatch challenges are significant.
      - Allocated 31 positions in Dispatch, currently have (10) vacancies- (3) candidates in the background process.
  - Measure T & Measure N significant impact for public safety and example of strong community support.
  - Plan for future growth and staffing needs.

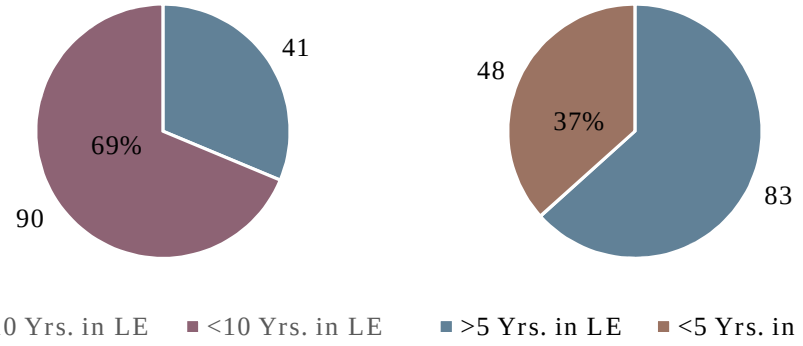
Visalia Police Department

Sworn Staffing Demographics

- Total Sworn = 164
  - Average Age = 36 yoa
  - Average Years w/ VPD = 8.5
  - Average LE Experience = 11 years



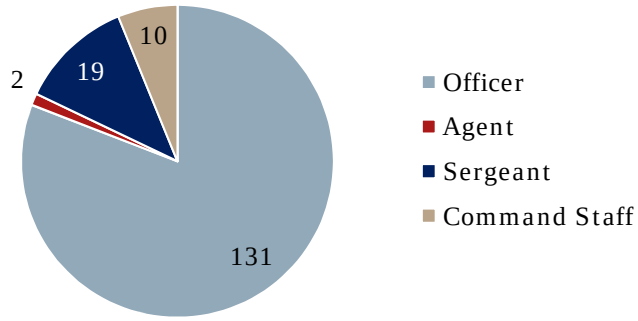
- Police Officers = 131
  - Average LE Experience = 9 years
  - 90 have <10 years in LE (69%)
  - 48 have <5 years in LE (37%)

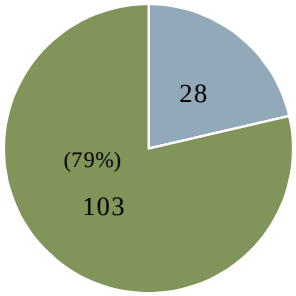


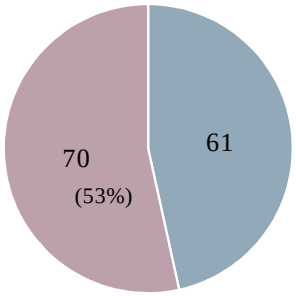
Staffing Demographics

VPD Personnel

- Total Sworn = 164
  - 131 Police Officers, 2 Agents, 19 Sergeants, & 10 Command Staff.
- Total Officers = 131
  - Officer Average Age = 34 yoa
  - Officer Average Years with VPD = 6.7
  - Of the 131 officers, 103 have been with VPD for 10 years or less = 79%.
  - Of the 131 officers, 70 have been with VPD for 5 years or less = 53%.



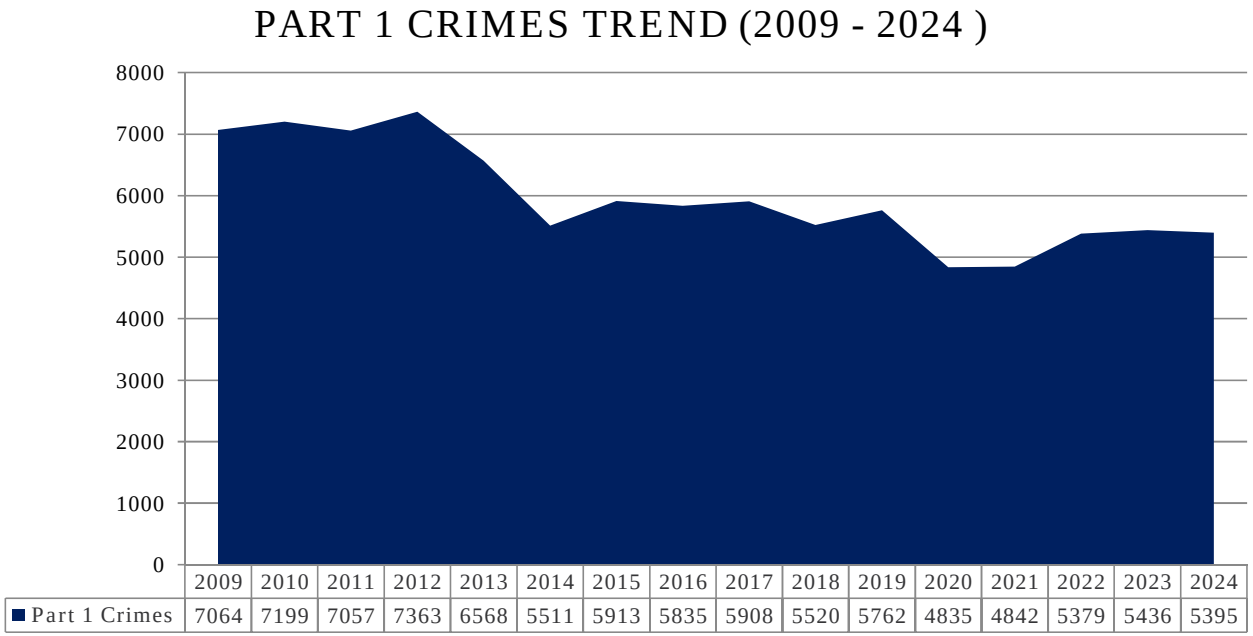




>10 Yrs. w/ VPD <10 Yrs. w/ VPD >5 Yrs. w/ VPD <5 Yrs. w/ VPD

City of Visalia – Part 1 Crimes

2009-2004



Part 1 Crimes Trend	Total Years	% Diff.
2024 vs. 2009	15	-24%
2024 vs 2014	10	-2%
2024 vs. 2019	5	-6%
2024 vs. 2023	1	-1%

City of Visalia – Part 1 Crimes

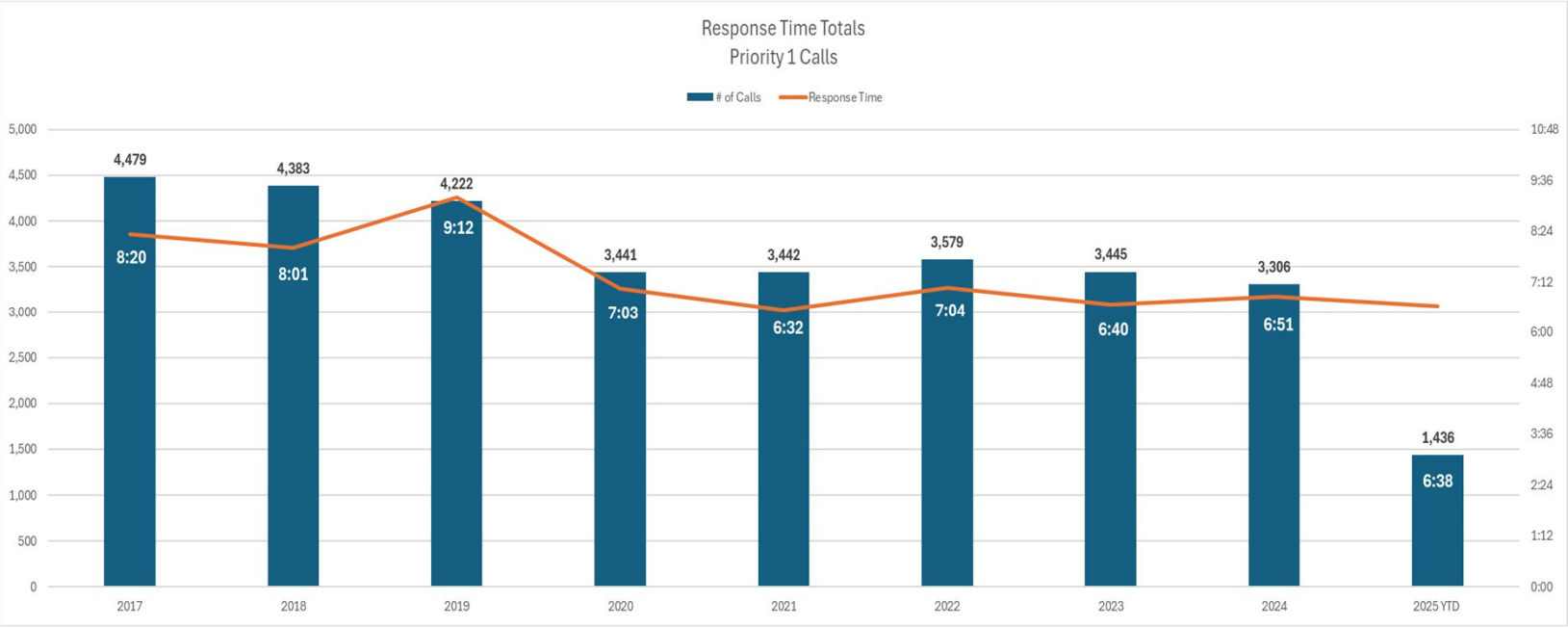
2024 vs. 2025 (YTD – June)

Offense Classification	2024 (YTD)	2025 (YTD)	Difference
Criminal Homicide	3	3	0%
Rape	28	36	29%
Robbery	79	63	-20%
Assault***	864	907	5%
Burglary (Res. & Com.)	192	129	-33%
Larceny-Theft (Inc. Veh. Burg.)	1,204	1,025	-15%
Motor Vehicle Theft	261	169	-35%
Total Part 1-Crimes	2,631	2,332	-11%

***Firearm Assaults 27 vs. 16

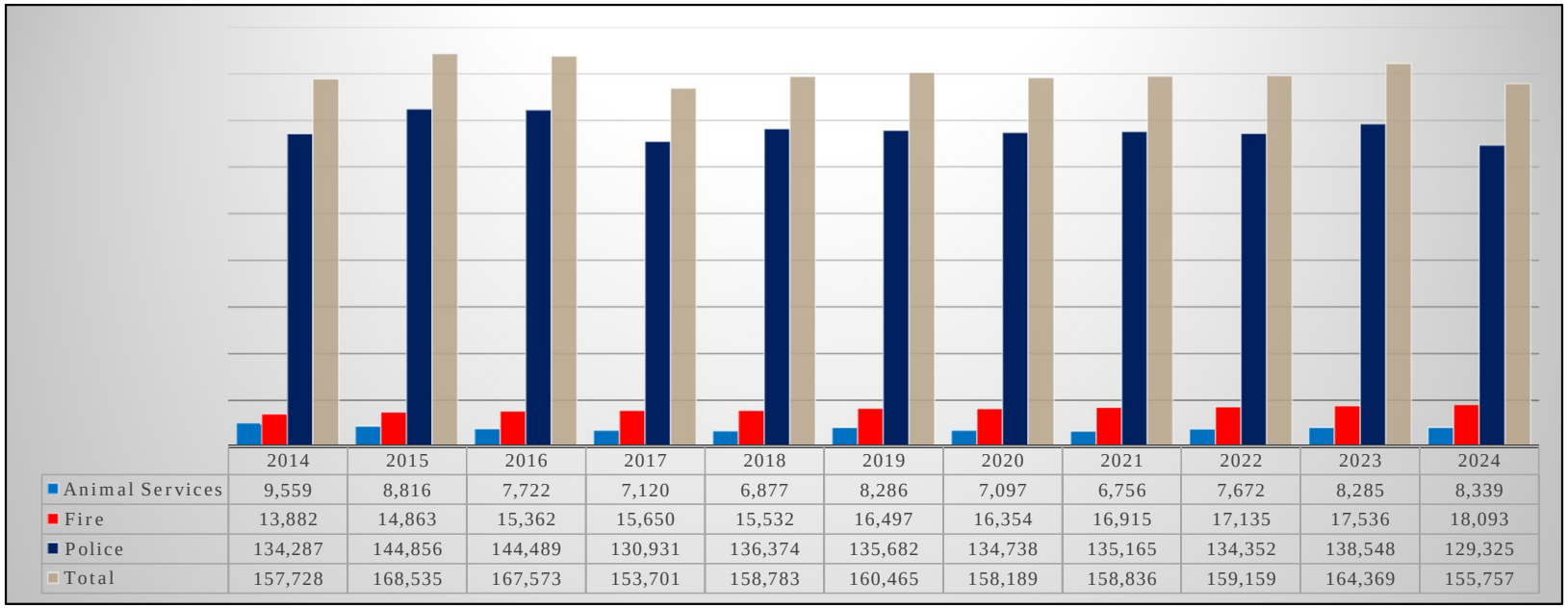
Response Times

Priority 1 Calls



Calls for Service

Public Safety Calls for Service – Police, Fire, & Animal Control – 10 Year Comparison

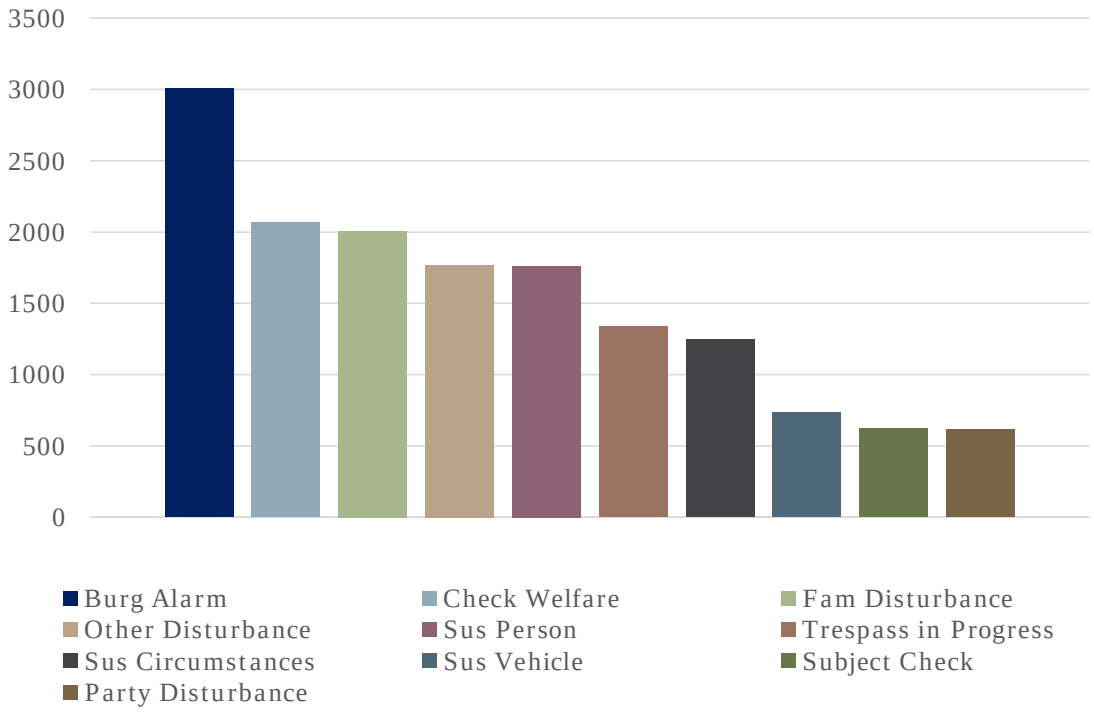


	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Animal Services	9,559	8,816	7,722	7,120	6,877	8,286	7,097	6,756	7,672	8,285	8,339
Fire	13,882	14,863	15,362	15,650	15,532	16,497	16,354	16,915	17,135	17,536	18,093
Police	134,287	144,856	144,489	130,931	136,374	135,682	134,738	135,165	134,352	138,548	129,325
Total	157,728	168,535	167,573	153,701	158,783	160,465	158,189	158,836	159,159	164,369	155,757

CFS 2025 (YTD) = 64,350

Top Calls for Service Types

2025 YTD



Nature of Call	Calls Received
Burglary Alarm	3007
Check Welfare	2065
Family Disturbance	2006
Other Disturbance	1768
Suspicious Person	1760
Trespass in Progress	1336
Suspicious Circumstances	1245
Suspicious Vehicle	736
Subject Check	624
Party Disturbance	617

Top Days & Times – CFS

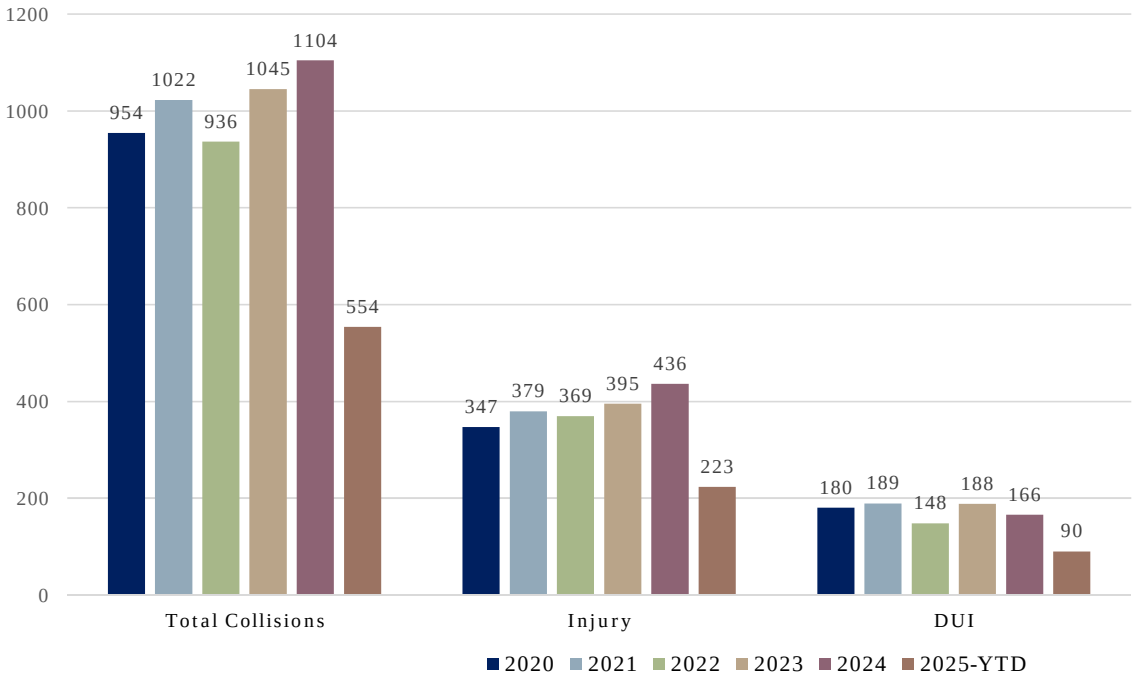
2020-2025 YTD

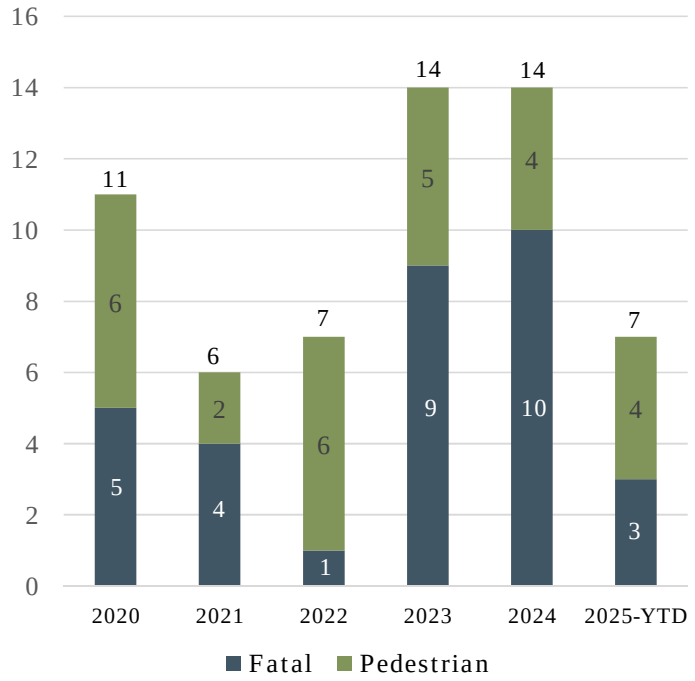
	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Monday	3389	2805	2331	1857	1586	1739	2463	3939	6179	6580	7206	6896	6166	6697	6532	6513	5984	5394	5229	4681	4434	4260	4616	4119	111595
Tuesday	3185	2832	2509	2036	1783	1801	2460	4334	7473	7272	8004	7589	6809	7119	7525	7251	6148	5668	5125	4716	4334	4222	4629	3662	118486
Wednesday	3242	2798	2443	2091	1891	1799	2400	4332	7338	7629	8298	7553	6623	7387	7466	6920	6129	5480	5056	4682	4541	4457	4745	4083	119383
Thursday	3143	2696	2431	1994	1847	1841	2441	4500	7325	7397	7761	7110	6805	7088	7142	6743	5377	5696	5474	5050	4946	4832	5320	4353	120312
Friday	3390	2864	2497	2075	1749	1890	2330	3846	6663	6808	7333	7280	6789	6860	6825	6860	6456	6065	5718	5819	6067	6228	6737	5721	124870
Saturday	4099	3324	2859	2201	1754	1612	2007	3069	4451	4876	5453	5448	5196	5300	4957	5013	5147	5176	5417	5862	6064	6694	7454	6126	109259
Sunday	4746	3788	2948	2252	1754	1569	1885	2571	3325	3946	4174	4443	4584	4515	4323	4575	4589	4718	5052	4960	5018	5125	5152	4344	94359
Total	25194	21107	18018	14506	12364	12251	15986	26591	42754	44508	48229	46319	42972	44966	44773	43875	40830	38197	37071	35770	35404	35818	38353	32408	

*Busiest day and times: Wednesdays from 1000-1059.

Traffic Collision Data

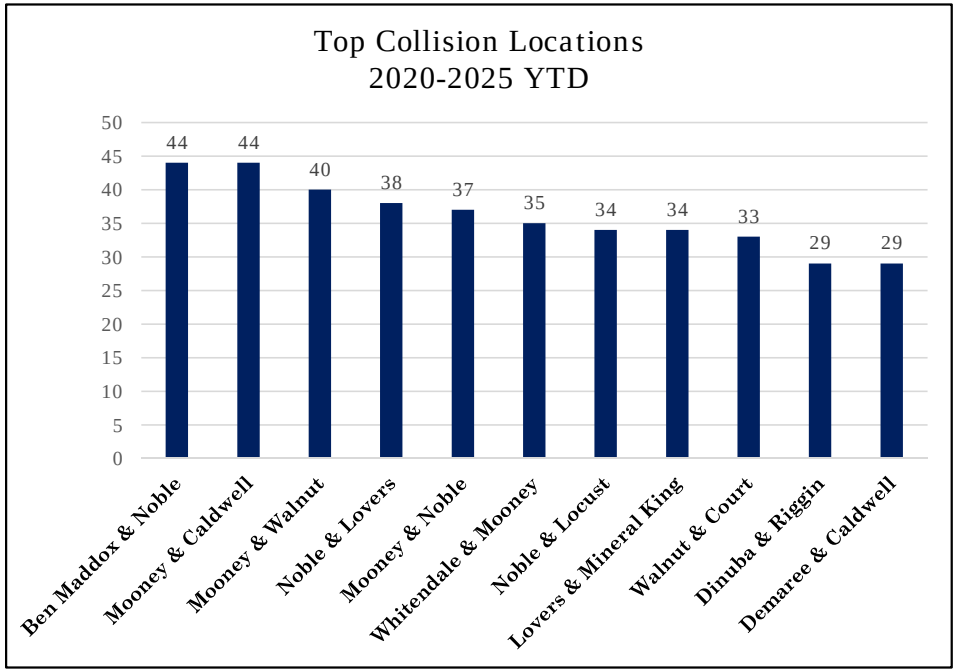
Total Collisions, Injury, DUI, & Fatal, 2020 – 2025 (YTD)

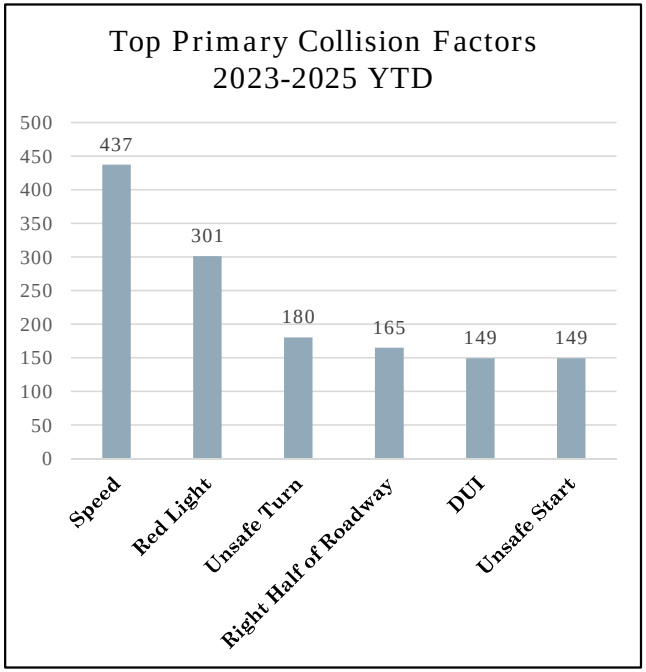




Traffic Collision Data

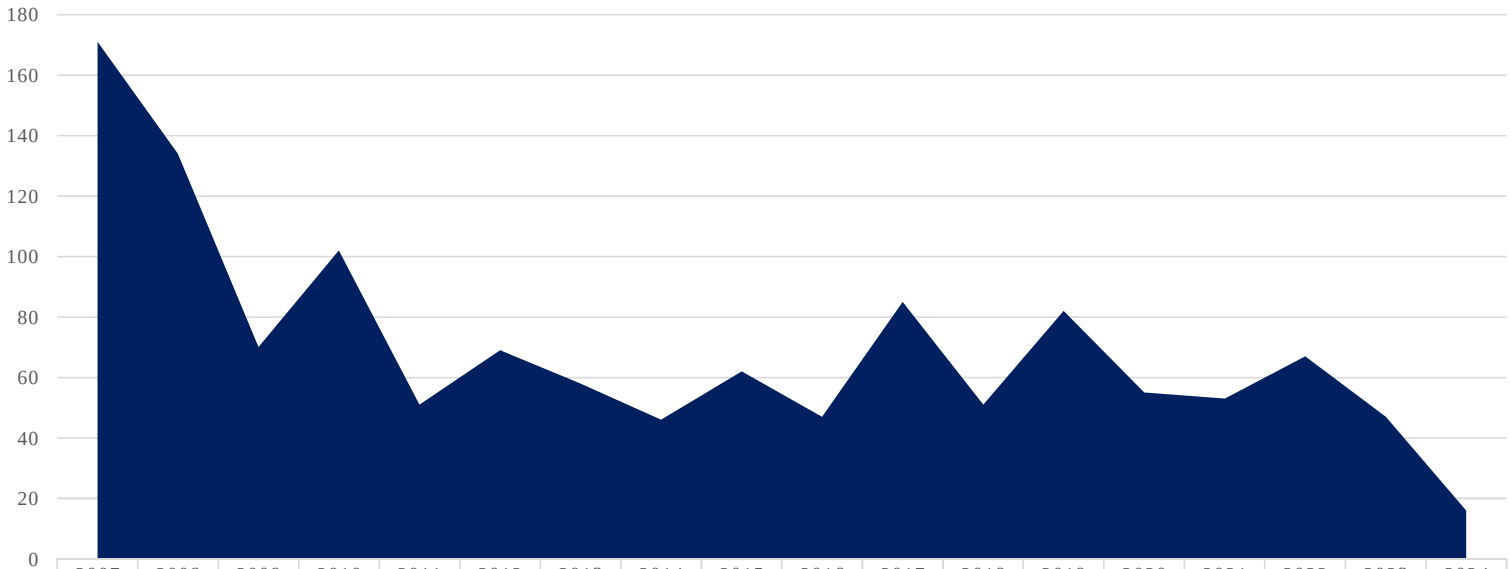
Top Location Collision Locations & Top Primary Collision Factors





Gang-Related Violent Crime

2007-2024



	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Gang Crimes	171	134	70	102	51	69	58	46	62	47	85	51	82	55	53	67	47	16

73% Reduction in Gang-Related Violent Crime 2024 vs. 2007

Visalia Police Department

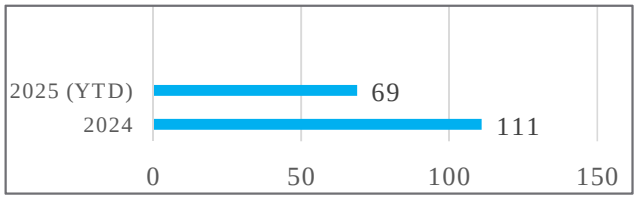
Department Approaches and Collaborations to Specific Crime Problems

- Homelessness
  - VPD HOPE (Homeless Outreach & Proactive Enforcement) Team
  - Tulare County Mental Health Partnership.
  - Tulare County Probation.
- Gangs & Violent Crime
  - VPD Special Enforcement Unit & Violent Crimes Unit.
  - CA DOJ TARGET Task Force at VPD.
  - Tulare County Probation.
- Auto Theft & Property Crimes
  - VPD Property Crimes Unit & Commercial Policing Unit.
  - CHP TRATT Task Force.
- Flock Cameras
  - Industrial Park & Downtown Visalia.

Community Engagement

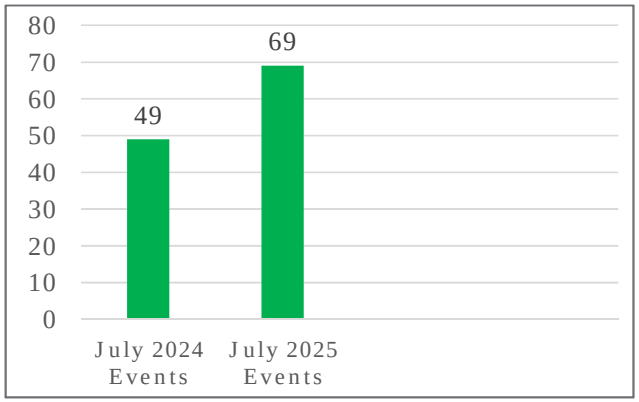
Highlights – Community Event Participation

Total Events in 2024: 111
Events in 2025 (as of July): 69



From January - July 2024: VPD participated in 49 community events.

From January - July 2025: VPD has participated in 69 events, marking an increase of 20 events during the same period.







Community Engagement

Highlighted Community Events

- National Night Out
  - Estimated attendance: Over 1,000 community members.
  - One of the highest-attended community events of the year.
- Hometown Heroes
  - Event is coordinated by Downtown Visalians to bring the community together to celebrate local heroes & foster a sense of unity & pride.
- Stuff the SWAT Toy Drive
  - More than 500 toys collected in 3 hours.
  - Recognized as the highest-yielding single toy drive in Tulare County for the Toys for Tots program.
  - VPD collected the most toys of any single event in Tulare County.









Community Engagement

Highlighted Visalia PAL Events

- Visalia PAL Easter Egg Hunt
  - Estimated attendance: 300-400 community members.
  - PAL raffled bicycles & easter baskets to the community.
- PAL Honor Camp – YMCA Sequoia Lake
  - Over 50 deserving VUSD students attended, this week-long adventure, along with VPD Command Staff & the YSO and Traffic Unit.
- PAL Coats for Kids Giveaway
  - PAL served over 300 students from 27 VUSD elementary schools.
  - Each child received a warm coat for winter, a hot meal, a special visit from Santa, & a new toy.








Community Engagement

Highlighted Visalia PAL Events

- Breakfast with Santa
  - Over 400 guests, students, & families from Houston Elementary enjoyed pancakes, hot chocolate, & a visit from Santa.
- Christmas Tree Lighting
  - PAL annually hosts the COV Christmas Tree Lighting at Oval Park, marking the beginning of the holiday season.
  - Families gathered to enjoy festivities & meet Santa.
- Visalia PAL 5K Run
  - Estimated participation: 350 runners.
  - This successful annual fundraiser supports PAL youth attending PAL Honor Camp in June.











Questions or Comments?

VPD Overview

Thank You.

Visalia City Council

Staff Report

File #: 25-0057 **Agenda Date:** 8/4/2025 **Agenda #:** 2.

Agenda Item Wording:
Fire Station 51 Project Update - Receive an update on the Fire Station 51 Project located between Stevenson Street and Conyer Street, south of Acequia Avenue; provide direction regarding the exterior building style for the project and determine if the project is ready to proceed to working drawings.

Prepared by:
Mike Porter, Civil Engineer, Mike.porter@visalia.city (559) 713-4412
Chris Crawford, City Engineer, Chris.crawford@visalia.city (559) 713-4331
Jason Huckleberry, Engineering & Building Director, Jason.huckleberry@visalia.city (559) 713-4495

Department Recommendation:
It is recommended that the City Council receive an update on the Fire Station 51 project , provide direction on the exterior building style, and determine if the project is ready to proceed to working drawings..

Summary: The Fire Station 51 (FS51) project is currently in the planning and design phase. Staff has been working with a consultant architect, RRM Design Group, to prepare a draft floor plan and site plan for the project. The next step in advancement of the project is to submit the project through the City of Visalia Site Plan Review process. Staff is requesting the City Council provide direction on the draft floor plan, site plan and exterior building style for the project.

Utilizing the design of Visalia's existing fire stations, adjacent architectural themes, and current trends in the industry, RRM has suggested three (3) architectural styles to choose from for FS51 (see presentation for examples of each style):

1. Traditional Retrofit

The traditional retrofit theme is a common traditional theme often used when retrofitting and restoring older fire stations or designing new ones to appear traditional. The goal is to maintain civic identity, durability, and functionality, while honoring historic fire station styles. The traditional retrofit theme embraces brick facades and multi-panel windows and doors.

2. Early California

The early California theme draws upon historic styles rooted in the region's early development. The style utilizes light stucco walls, arched doorways and red clay tile roofs. A similar style was selected for the City's Civic Center Phase 2 project and would also be highly compatible with Redwood High School and the medical office building, which are respectively located immediately west and north of the new Fire Station 51.

3. Modern/Transitional

A modern transitional theme blends traditional design elements with modern materials and

functionality. The architectural concept bridges between classic civic architecture and contemporary styles, incorporating a mix of classical warm materials with cool, modern industrial materials. The modern/transitional style has been used in previous City fire station designs, notable Fire Stations 53, 55, and 56.

Upon Council's review and direction provided for the site plan and exterior design, staff will make any necessary revisions and submit the project to the Site Plan review committee for their review and approval. A rendering of the exterior design will be brought back to the Council for approval.

Background Discussion:
The existing Fire Station 51 is situated at 309 S. Johnson Street and is the main fire department headquarters, having been a vital part of the community for several decades. Station 51 is an essential services building located in the heart of Visalia and serves both the downtown community and much of central Visalia. In the summer of 2023, staff solicited proposals from qualified design professionals for a new Fire Station 51. This new station is intended to upgrade facilities and provide much-needed additional space for the firefighters, equipment, and larger fire engines. This new facility is intended to serve the community for the next 50-plus years.

To determine the precise space requirements, the consultant conducted a space needs assessment in close collaboration with City Staff. The current building size is 18,500 square feet and the site size is approximately 1.50 acres. This assessment played a pivotal role in determining the ultimate square footage required for the new Fire Station 51. The new station will be constructed across the street from the existing fire station, occupying the existing city-owned parking lot area between Conyer St. and Stevenson St. This strategic location will help ensure coverage of the current emergency response area and maintain emergency response times provided by the current Fire Station 51 (see attached vicinity map). Fire Station 51 serves as the hub of the Fire Department's operations, making the site across the street from the current location ideal. This location offers efficient east-west access via Highway 198 and is centrally positioned for north-south coverage, enhancing overall response capability throughout the City.

Fire Station 51 is being designed to meet California Building Code requirements for Essential Services Building construction. Design for Essential Services Buildings follow more stringent structural design and construction requirements to prevent catastrophic collapse and ensure facilities can provide essential services to the public following a disaster.

The new Fire Station 51 is being designed to meet current and future operational needs. Current operational needs include housing eight personnel on a continuous 24/7 basis. The station's eight personnel consist of four personnel assigned to both Engine 51 and Truck 51 each when fully staffed. In addition to the daily Engine 51 and Truck 51 staffing, two paramedics assigned to Squad 51 currently respond from Fire Station 51 during daytime hours.

It is unknown what services the community will require from this station in its serviceable lifespan, recognizing both the operational advantages of this site and the need to responsibly plan for the growing and evolving community, staff have thoughtfully designed the new station to support future demands. The station will accommodate up to 12 personnel on a 24/7 schedule, with the individual occupancy dorm rooms to support a diverse and professional workforce; a feature that sets it apart from the other stations. The station also has five full bathrooms to accommodate the needs of the current and future workforce. Per RRM Design Group, industry standard is one bathroom for every

two dorm rooms. This station has five full bathrooms and a sixth half bath as a public bathroom on the office side of the station. The station's ideal location and individual occupancy rooms make it especially well-suited for scaling operations during high-demand periods, such as the Fourth of July holiday, special events, or in response to potential community hazards. These features mean Fire Station 51 is well positioned to continue serving the City effectively, both now and in the future.

The proposed design also includes the Battalion Chief quarters. The Battalion Chief is the chief officer on-duty seven days a week, 24-hours per day and is the incident commander for any complex and/or significant incident. Currently the Battalion Chief is located at Fire Station 54 located at North Dinuba Blvd. and Ferguson Ave. Moving the Battalion Chief to Fire Station 51, a more centralized location, enhances the department's operational effectiveness, efficiency, and safety on complex incidents. From their current location at Fire Station 54, a response to an incident south of Highway 198, and especially to the southwest quadrant of the City, is delayed considerably. This delay often requires the initial engine company to take an initial command role rather than a tactical role. Given the opportunity to move the Battalion Chief to the centralized Fire Station 51 enhances their response to more of the City and allows engine and truck companies to take on the tactical assignments needed to mitigate the incident.

The station's apparatus bay has been designed with adequate space for the four frontline units currently stationed at Fire Station 51, comprising two large fire trucks and two sizeable SUVs. Furthermore, provisions have been made for the storage of a reserve ladder truck, a reserve engine, and the department's breathing support apparatus. The reserve ladder truck is to be stored at the station so it can be secure, out of the weather, properly maintained and readily available for the crew to use if the primary ladder truck is rendered out of service. The breathing support apparatus is located at Fire Station 51 due to its centralized location and accessibility to the other stations. All of Visalia's fire stations have either a reserve apparatus or a support apparatus (Hazmat 55) housed at them. Keeping the reserve and auxiliary apparatus at the fire stations ensures these high-value assets are secure, out of the weather, properly maintained, and readily available for personnel to use in the event their primary apparatus is rendered out of service. In addition to daily checks at the beginning of their first shift, personnel are required to complete detailed inspections, maintenance, and perform necessary cleaning of all primary and auxiliary apparatuses and equipment assigned to their station weekly. Protecting and maintaining fire apparatuses are essential for effective operation.

Fiscal Impact:
1410-72000/CP0415-999. The project currently has $4,400,000 budgeted from the Measure N Fund (141). The current project budget is sufficient to cover the cost of the design phase of the project and the cost of the construction management contract. Additional funds will be required to complete the construction phase of the project. These additional funds will be requested at the time of award of the construction contract, and after approval from the Measure N committee.

Budget Summary: CP0415	
Project Funding	
Available CIP Funding	$4,400,000

Estimated Project Costs:	
Estimated Construction Cost	$20,350,000
Architect/Engineer (actual cost)	$794,787
Construction Manager (actual cost)	$889,000
Surveying (1%)	$200,000
City Staff Time (2%)	$400,000
Construction Contingency (10%)	$2,000,000
Inspection/Testing (2%)	$400,000
Permits/Fees (2%)	$400,000
Total Estimated Project Costs	25,433,787
Total Estimated Deficit	($21,033,787)

The estimated construction cost was determined by assuming a cost of $1,100.00 per square foot, multiplied times the estimated square footage of the project (18,500). The estimated cost/sf was determined by using the average of six (6) other similar fire stations built in the central valley over the past several years. The actual average cost of the previous fire stations used in this comparison is $800/sf. The $800/sf was then escalated at a rate of 7% per year from their original bid dates to arrive at the current estimate of $1,100/sf.

When considering the additional square footage being added to the building in order to plan for future needs and capitalize on the station's ideal central location, staff calculates approximately 500 square feet of additional space. Utilizing a cost per square foot of $1,100 the added space equates to a cost of approximately $550,000 against the overall cost of the building to ensure the station is maximized for future needs.

During the preliminary design phase of this project staff worked with the design architect and construction manager to investigate value engineering options such as a two-story fire station or a prefabricated building process. It was determined that the two-story building did not significantly reduce costs, would result in less efficient fire operations and service, the added cost of elevator maintenance and it also presented increased potential for fire department staff injuries. The prefabricated building process appeared to be a more specialized process geared towards simpler building layouts and amenities and didn't seem to be a good fit for this building.

Prior Council Action:
11/6/23 - Council authorized the City Manager to enter into a contract with RRM Design Group for professional consulting services to prepare plans, specifications, and estimates for a new Fire Station 51 for an amount not to exceed $797,787.

11/18/24 - Council authorized the City Manager to execute a contract with Griffin Structures, Inc. for construction management services in the amount of $889,000.

Recommended Motion (and Alternative Motions if expected):
I move to authorize staff to:

1. Proceed with the draft floor plan and site plan as presented to Council, and:
2. Proceed with exterior building design style 1. Traditional Retrofit or 2. Early California or 3. Modern/Transitional for the Fire Station 51 project.

Environmental Assessment Status: In progress

CEQA Review: In progress

Deadline for Action: 8/4/25

Attachments:
Vicinity Map
Presentation

City of Visalia

Exhibit 1 - Fire Station 51 Site Location Map

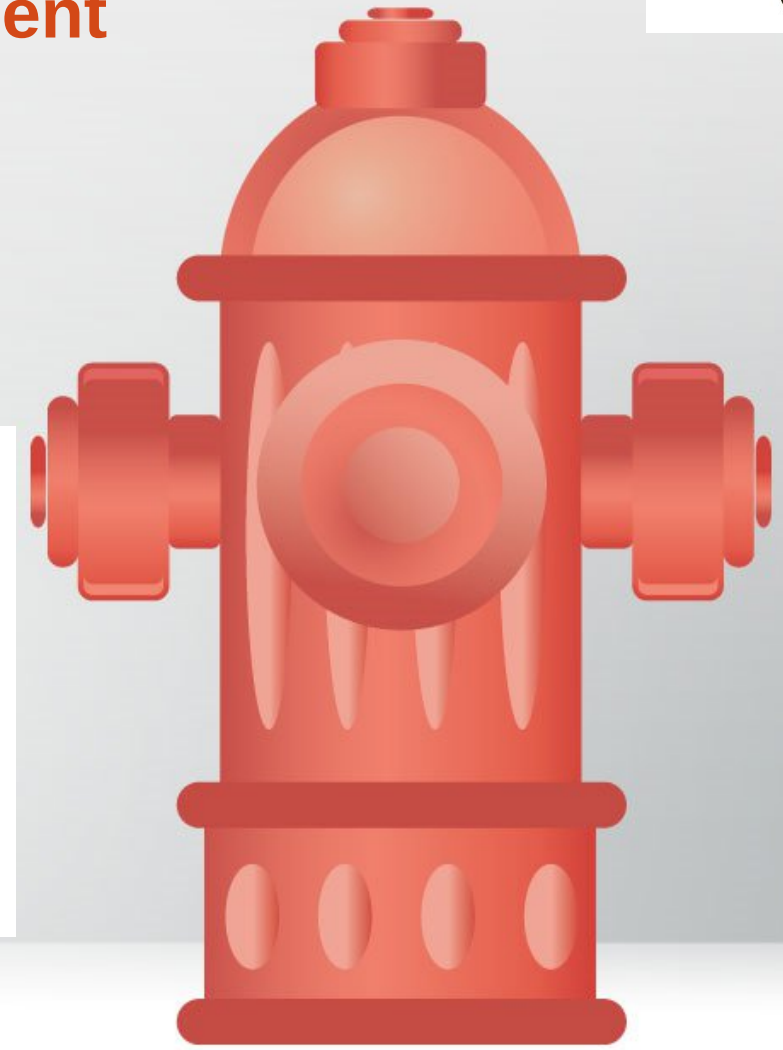


Feet
0 25 50 100 150 200

N
W E
S

Street Names
City Limits
736 s
PARCELS

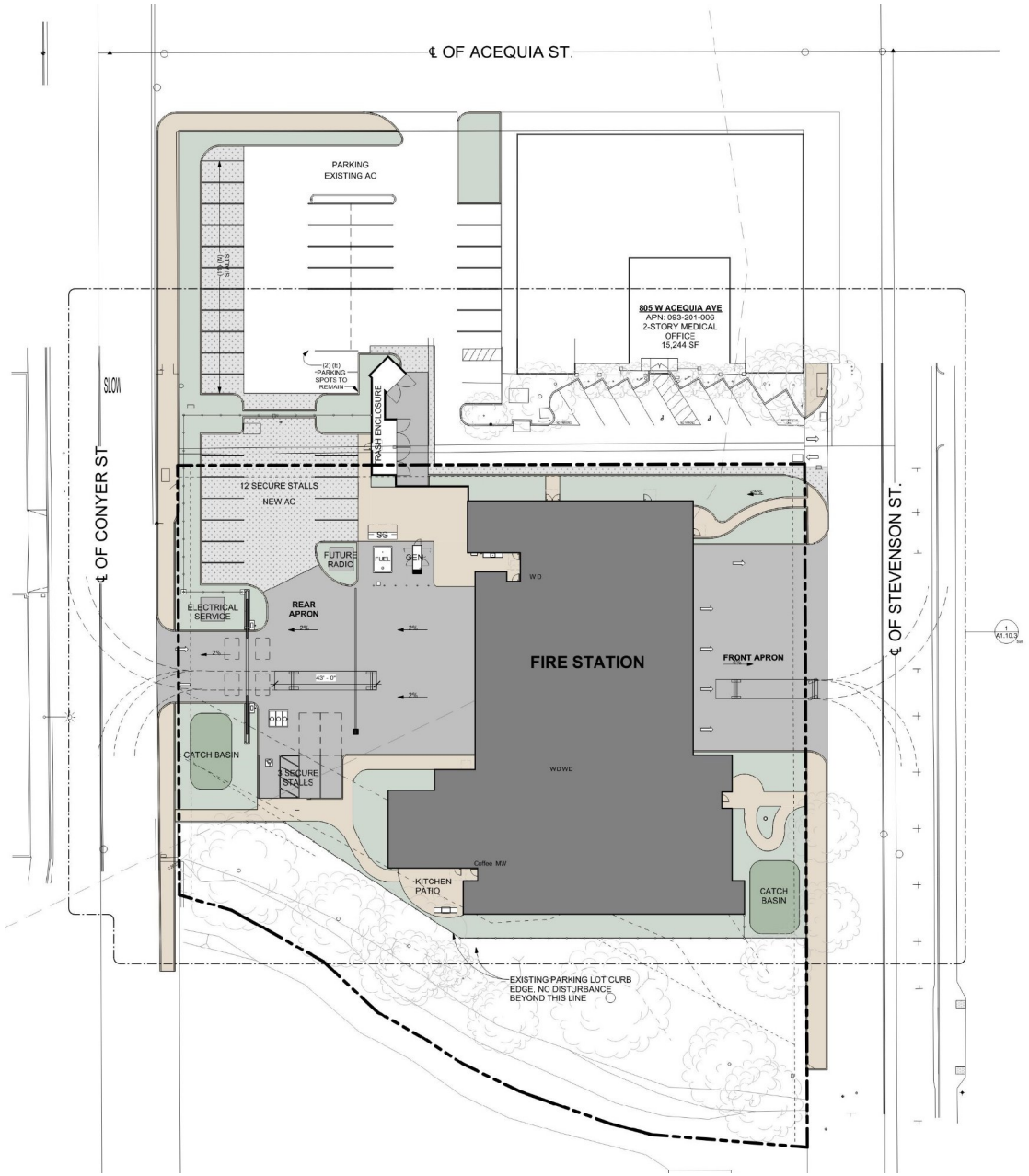
Fire Station 51 Project Update
Engineering & Building Department
Fire Department
August 4, 2025



VICINITY MAP

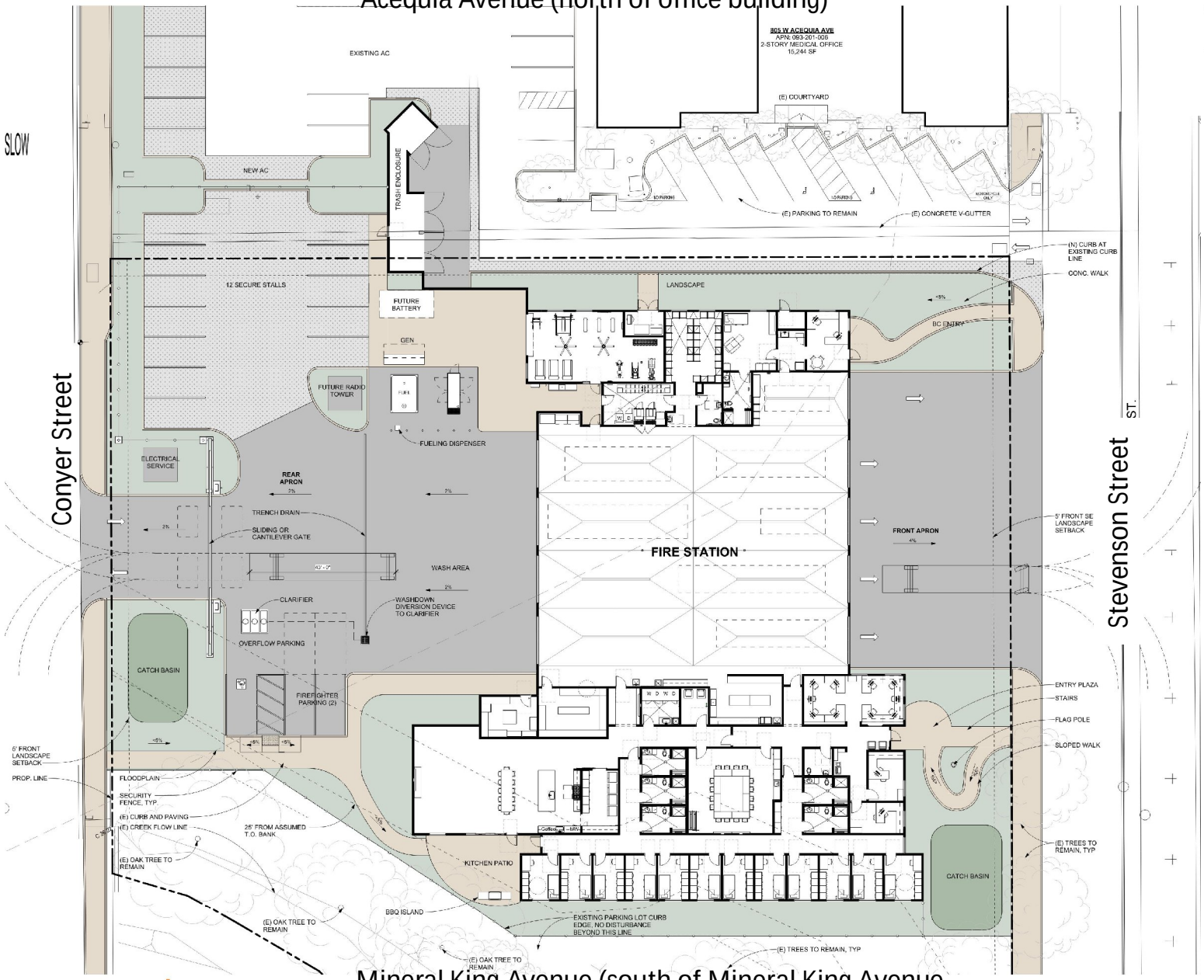


NEW FIRE STATION 51 LOCATION PLAN



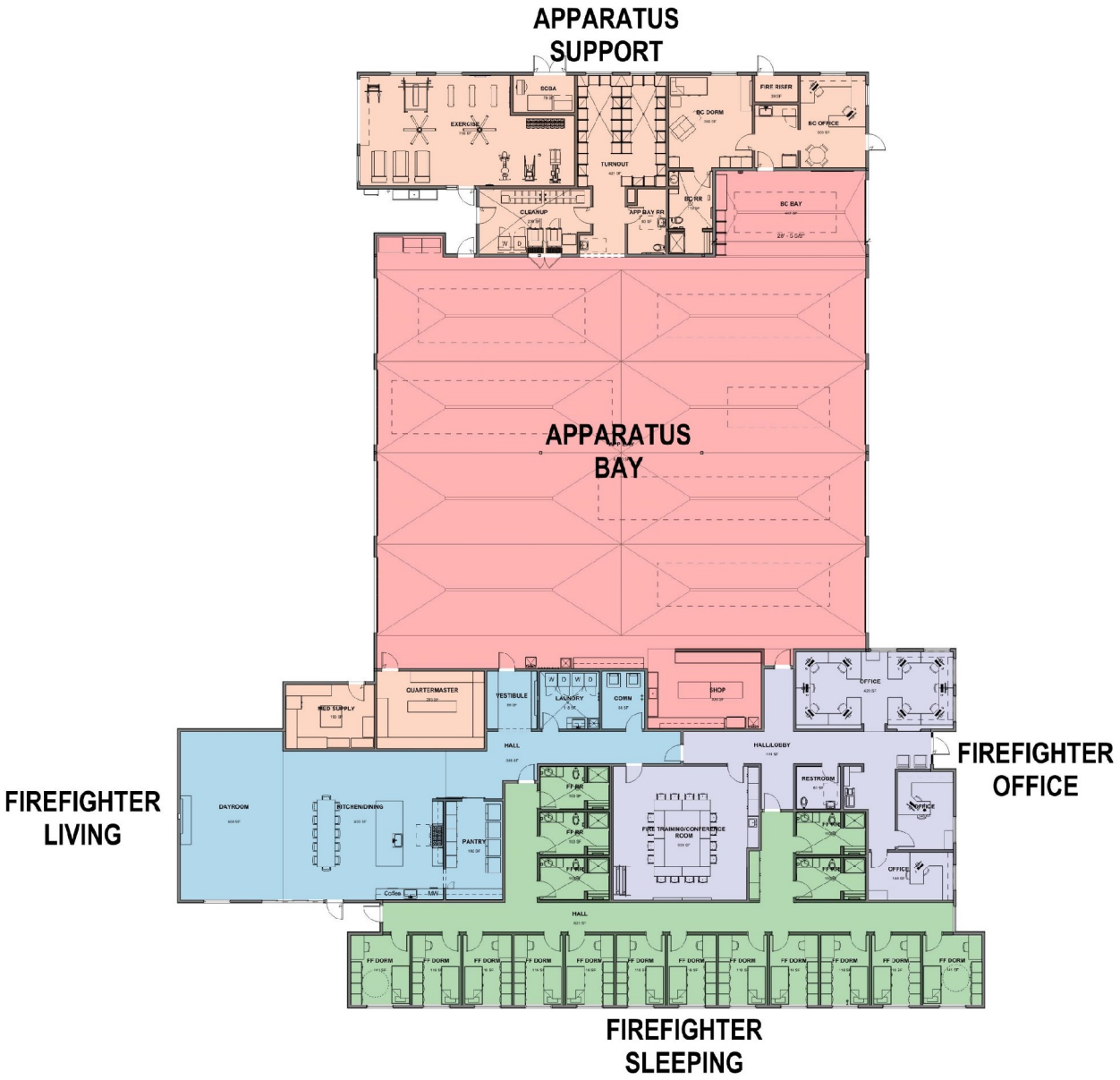
NEW FIRE STATION 51 SITE PLAN

Acequia Avenue (north of office building)

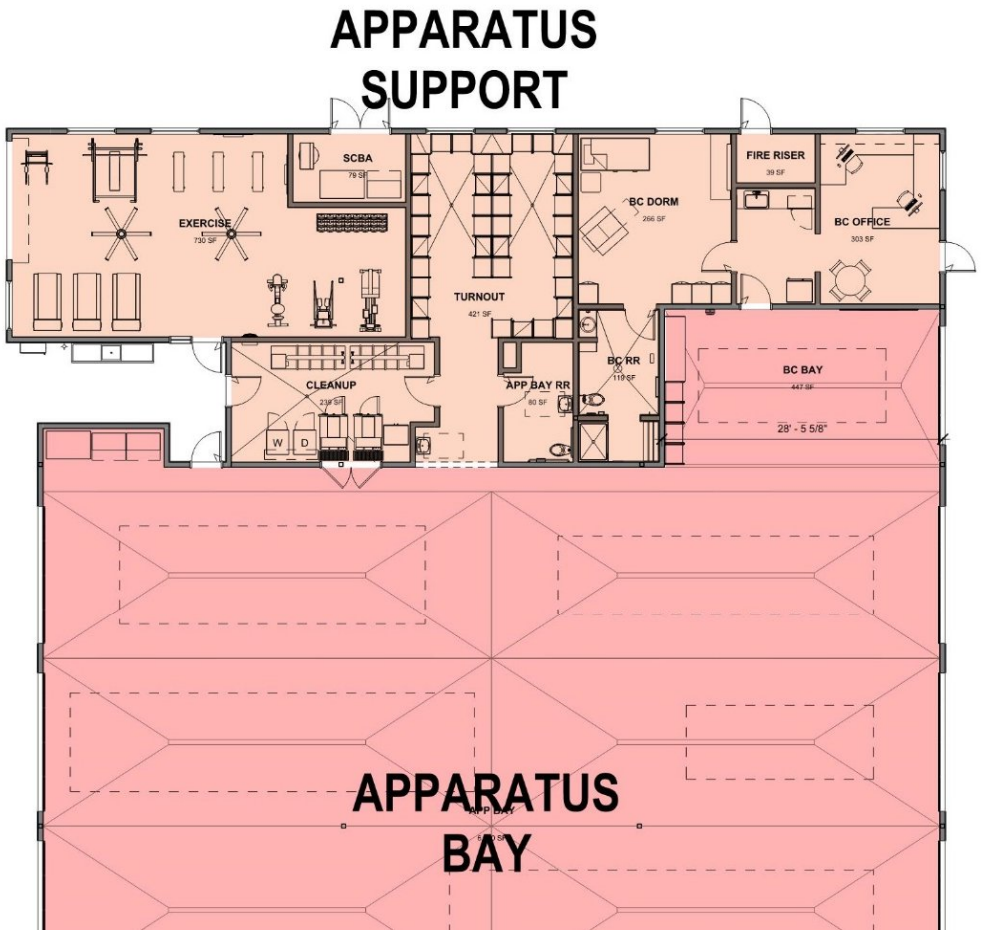


Mineral King Avenue (south of Mineral King Avenue

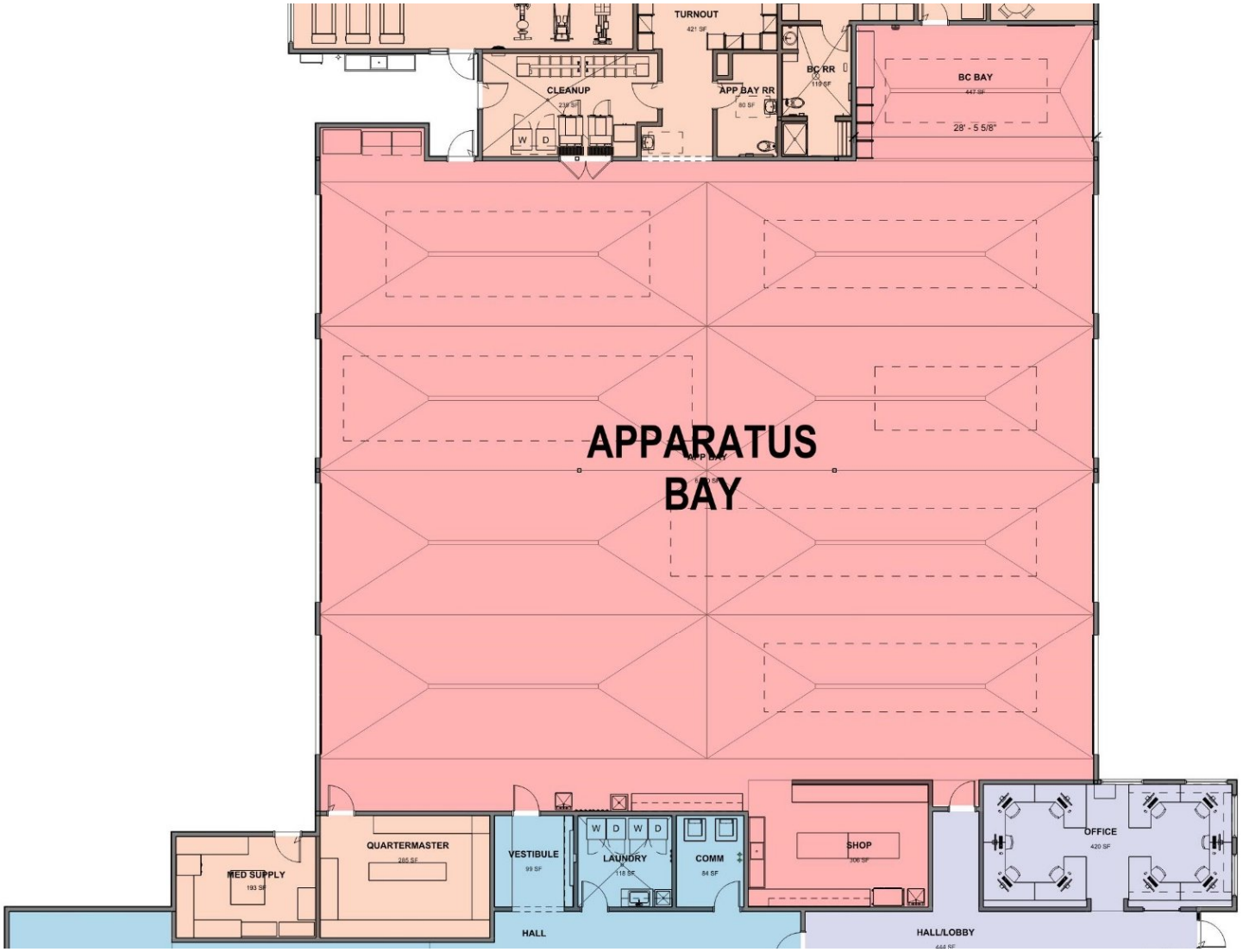
DRAFT FLOOR PLAN



DRAFT FLOOR PLAN (north side)



DRAFT FLOOR PLAN (central)



DRAFT FLOOR PLAN (south side)



FIREFIGHTER LIVING

FIREFIGHTER OFFICE

FIREFIGHTER SLEEPING

FIRE STATION 51



FIRE STATION 52



FIRE STATION 53



FIRE STATION 54



FIRE STATION 55



FIRE STATION 56



TRADITIONAL RETROFIT









EXAMPLE FIRE STATION IMAGES

EARLY CALIFORNIA









EXAMPLE FIRE STATION IMAGES

MODERN / TRANSITIONAL









EXAMPLE FIRE STATION IMAGES

PRELIMINARY COST ESTIMATE

Budget Summary: CP0415	
Project Funding	
Available CIP Funding	$4,400,000
Estimated Project Costs:	
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Permits/Fees (2%)	$400,000
Total Estimated Project Costs	$25,433,787
Total Estimated Deficit	($21,033,787)

TENTATIVE PROJECT SCHEDULE

• Site Plan Review	August 2025
• Complete PS&E	July 2026
• Bidding	August 2026
• Award Contract	September 2026
• Start Construction	October 2026
• End Construction	September 2028
• Move-in	October 2028

QUESTIONS?

Visalia City Council

Staff Report

File #: 25-0294 **Agenda Date:** 8/4/2025 **Agenda #:** 3.

Agenda Item Wording:
Review the Visalia Police Department AB 481 Annual Report - Review Ordinance No. 2022-09, which adopted the Visalia Police Department Military Equipment Use Policy, the 2025 Visalia Police Department AB 481 Annual Report, and adopt Resolution 2025-60, a resolution renewing the Visalia Police Department Military Equipment Use Policy and approving the continued use of the equipment described in the AB 481 Annual Report pursuant to Government Code Section 7070 et seq. and determine that approval of Resolution 2025-60 is not a project under CEQA.

Prepared by:
Police Chief Jason Salazar, 559-713-4215, jason.salazar@visalia.city;
Police Captain Dan Ford, 559-713-4151, daniel.ford@visalia.city;
Police Lieutenant Osvaldo Dominguez, 559-713-4285, osvaldo.dominguez@visalia.city

Department Recommendation:
It is recommended that the City Council review Ordinance No 2022-09, which adopted the Visalia Police Department Military Equipment Use Policy, the Department's 2025 AB 481 Annual Report, and adopt Resolution 2025-60, a resolution renewing the Visalia Police Department Military Equipment Use Policy pursuant to Assembly Bill 481 and Government Code Section 7070 et seq.

Summary:
California Assembly Bill 481 (AB-481), the California Government Code (Gov. Code § 7070 *et seq*.), and Policy 708, requires that the Visalia Police Department submit an annual military equipment report to the legislative body, and for the Department to hold a public community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report, including the funding, acquisition, or use of military equipment. This agenda item accomplishes that meeting.

In addition, the Government Code section 7071(e)(1) and (2) requires that the legislative body review the ordinance that adopted Policy 708 and vote on whether to renew it annually along with reviewing the equipment identified in the annual report has been used appropriately and deciding whether to allow the continued use of the specified equipment. The City Council shall review the ordinance adopting the Visalia Police Department Policy 708 Military Equipment and vote on whether to renew the ordinance by resolution.

Background Discussion:
AB 481, approved on September 30, 2021, by Governor Gavin Newsom (codified as Chapter 12.8 of the California Government Code and commencing with section 7070 et seq.), requires that all local law enforcement agencies obtain approval from the applicable governing body (City Council) via the adoption of a "military equipment" use policy by ordinance prior to requesting, seeking funding, acquiring, and collaborating with other jurisdictions regarding the deployment and use of equipment identified in AB 481 as military equipment.

The term “military equipment” is defined in AB 481 and does not necessarily indicate equipment used by the military. Items deemed to be “military equipment” include but are not limited to unmanned aerial systems (UAS), armored vehicles, command and control vehicles, specialized firearms and ammunition, kinetic energy weapons and munitions, and noise-flash diversionary devices. Many of the items listed as “military equipment” by AB 481 are widely used by law enforcement agencies across the country as best practices to enhance community and officer safety. They are utilized in daily operations or in response to critical incidents.

The Visalia Police Department's Military Equipment Policy 708 adheres to California Government Code section 7070 et seq. with respect to the approval, acquisition, and reporting requirements of military equipment and is consistent with industry best practices. The Visalia Police Department has reviewed the deployment and use of the inventoried equipment during the reporting period and determined that it complied with applicable use policies in effect at the time.

The Applicable State Law and Policy 708 requires that the Visalia Police Department present an annual report regarding the use of military equipment in the previous year. The City Council is requested to review the report and determine whether the Police Department’s use of military equipment complies with the above-described standards for approval. Thereafter, the City Council is to review Ordinance No. 2022-09 and vote on whether to renew it, as outlined in the attached resolution. State law requires the annual report on the use of the specified equipment to be reviewed and for the City Council to decide whether the equipment has been used in compliance with the specified standards of usage. If the City Council determines that the equipment has not been used according to the specified standards, then, under Government Code section 7071(e)(2), it may disapprove the authorization to utilize the specified equipment or require modifications to the equipment usage policy.

The 2025 Visalia Police Department AB 481 Annual Report was published on the City of Visalia website on June 27, 2025, at least 30 days prior to this public hearing**.** The webpage containing the applicable documents related to this ordinance and policy can be located at the following link:

<https://www.visalia.city/depts/police/public_records_act/mandated_disclosures.asp>

The Visalia Police Department considers all usage of the specified equipment to have been within the specified standards, and the Department is seeking authorization to continue using all the specified equipment under the currently approved Military Equipment Use Policy.

Note: The Visalia Police Department does not possess or utilize any military equipment procured from the United States Department of Defense through the Law Enforcement Support Program (also known as the 1028 or 1033 program).

Fiscal Impact: None.

Prior Council Action: Approved.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution 2025-60, a resolution renewing Ordinance No. 2022-09 which authorizes the Department's Military Equipment Use Policy.

Environmental Assessment Status: N/A

CEQA Review: The Visalia City Council hereby finds and determines that there is no possibility that the adoption of this resolution will have a significant effect on the environment. The adoption of this resolution should be considered exempt from review or not a project under CEQA pursuant to California Code of Regulations Title 14, section 15061(b)(3) and section 15378(b)(5).

Deadline for Action: 8/4/2025

Attachments: 2025 Visalia Police Department AB 481 Annual Report, PPT, Ordinance No. 2022-09, and Proposed Resolution No. 2025-60.

ORDINANCE NO. 2022-09

AN ORDINANCE ADOPTING A MILITARY
EQUIPMENT USE POLICY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA

Section 1: The City Council hereby finds the following:

A. On September 30, 2021, California Assembly Bill 481, relating to the use of military equipment by law enforcement agencies in the State of California, was signed into law.

B. Assembly Bill 481, codified in Government Code sections 7070-7015, requires law enforcement agencies to obtain approval by ordinance from the applicable governing body of a "military equipment" (as that term is defined in Government Code section 7070) policy, during a regular meeting prior to taking specified actions relating to the funding, acquisition, or use of the defined types of military equipment.

C. The Visalia Police Department has prepared Policy 708 - Military Equipment, to meet these new state law requirements. A copy of Policy 708, including the applicable equipment inventory, is attached hereto and made a part hereof by reference as Exhibit "A".

D. The military equipment policy must be approved by the governing body by ordinance and reviewed annually thereafter.

E. Policy 708 describes the military equipment utilized by the Visalia Police Department, equipment quantity, capabilities, expected lifespan, and includes product descriptions from the equipment manufacturer.

F. Policy 708 describes the purposes and authorized uses for which the Visalia Police Department proposes to use each type of described military equipment.

G. Policy 708 describes the fiscal impact for the military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

H. Policy 708 describes the legal and procedural rules that govern authorized use of the equipment.

I. Policy 708 describes the training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before Visalia Police Department employees are allowed to use each specific type of military equipment.

J. Policy 708 includes mechanisms to ensure compliance.

K. Policy 708 includes procedures by which members of the public may register complaints, concerns, or submit questions about the use of each specific type of military equipment and

how the Visalia Police Department will ensure that each complaint, concern, or question will receive a response in a timely manner.

L. The military equipment inventoried and presented by the Visalia Police Department is necessary because there is no reasonable alternative that can achieve the same objectives of officer and civilian safety.

M. Policy 708 will safeguard the public welfare, safety, civil rights, and civil liberties.

N. The military equipment described in Policy 708 is reasonably cost effective compared to available alternatives.

O. Prior military equipment use by the Visalia Police Department complies with the proposed policy and if prior uses did not comply with the proposed policy, then corrective actions have been taken to remedy nonconforming uses and ensure compliance.

P. The Visalia Police Department has submitted the proposed policy for review and has made the documents available on the City of Visalia website for at least thirty (30) days prior to the adoption of this ordinance approving the proposed policy.

Q. Policy 708 was considered as an agenda item in open session of a regularly scheduled meeting of the Visalia City Council, which was noticed in advance in accordance with applicable open meeting laws.

R. The process to authorize and approve this ordinance was commenced prior to May 1, 2022.

Section 2: Policy 708 shall be made publicly available on the City of Visalia website for as long as the military equipment contained in the inventory is in use.

Section 3: The Visalia Police Department shall submit an annual military equipment report to the City Council and this report shall contain all the information required in Government Code section 7072 and the City Council shall review and vote on whether to renew approval of the military equipment policy during a regularly scheduled meeting.

Section 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not impact the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 5: This Ordinance shall take effect thirty days after its adoption.

PASSED AND ADOPTED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED BY CITY ATTORNEY:

_____

RESOLUTION NO. 2025-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA RENEWING VISALIA POLICE DEPARTMENT POLICY 708, MILITARY EQUIPMENT

WHEREAS, On September 30, 2021, California Assembly Bill 481, relating to the use of military equipment by law enforcement agencies in the State of California, was signed into law; and

WHEREAS, Assembly Bill 481, codified in Government Code sections 7070-7015, requires law enforcement agencies to obtain approval by ordinance from the applicable governing body of a "military equipment" (as that term is defined in Government Code section 7070) policy, during a regular meeting prior to taking specified actions relating to the funding, acquisition, or use of the defined types of military equipment; and

WHEREAS, Assembly Bill 481, the California Government Code (Gov. Code § 7070 *et seq*.), and Policy 708, requires that the Visalia Police Department submit an annual military equipment report to the legislative body, and for the Department to hold a public community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report, including the funding, acquisition, or use of military equipment; and

WHEREAS, Government Code section 7071(e)(1) and (2) requires that the legislative body review the ordinance that adopted Visalia Department Policy 708 and vote on whether to renew it annually along with reviewing the equipment identified in the annual report has been used appropriately and deciding whether to allow the continued use of the specified equipment; and

WHEREAS, In 2022, in compliance with Assembly Bill 481, the Visalia City Council passed Ordinance 2022-09, adopting a military equipment use policy identified as Visalia Police Department Policy Number 708 – Military Equipment; and

WHEREAS, The Visalia Police Department has reviewed the deployment and use of the inventoried equipment during the annual report period, included descriptions of such deployment and use in the report, and considers such usage to have followed applicable policies; and

WHEREAS, The policy and the required annual report were submitted for review by the Visalia Police Department and the documents were made available on the City of Visalia Website on June 27, 2025; and

WHEREAS, a public hearing was held on August 4, 2025, that included a presentation of related to the use of military equipment in the previous year.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Visalia Police Department Policy 708, Military Equipment, complies with Ordinance 2022-09, and is renewed pursuant to Assembly Bill 481 and Government Code Section 7070 et. seq.

2. The annual military equipment report submitted by the Visalia Police Department has been reviewed and each type of military equipment identified in that report complies with the standards set forth in Government Code section 7071(d): the identified equipment is necessary because there is no reasonable alternative that can achieve the same objective

of officer and civilian safety; the military equipment use policy safeguards the public's welfare, safety, civil rights, and civil liberties; the equipment that is being purchased is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; military equipment usage complied with the relevant policy; and the equipment use policy was made publicly available.

3. Continued usage of the equipment identified in the annual report by the Visalia Police Department as military equipment in accordance with California law and applicable Visalia Police Department Policy 708, is hereby authorized.

PASSED AND ADOPTED: August 4, 2025 LESLIE B. CAVIGLIA, CITY CLERK

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

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2025-60 passed and adopted by the Council of the City of Visalia at a regular meeting held on August 4, 2025.

Dated: August 4, 2025 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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708.2 POLICY

It is the policy of the Visalia Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

708.2.1 PURPOSE AND USE

Included with this Policy as Attachment "A" is a full report of each type of equipment that meets the definition of military equipment; the quantity in the department's possession; the capabilities of the equipment; the expected lifespan; the manufacturer's description; the purpose and authorized uses of the equipment; the legal and procedural rules that apply to its use; the required training before use by a member of the department; and the compliance mechanisms related to the equipment. Attachment "B" contains the Usage Log, Complaint Log, and Requested New Items. Attachment "C" contains the Stock Planning for the current inventory.

708.3 EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the equipment coordinator. The responsibilities of the equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all equipment that meets the definition of military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Visalia Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department

See attachment: AB 481 Inventory - 2025.pdf

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See attachment: AB 481 Stock Planning - 2025.pdf

See attachment: AB 481 Annual Report - 2024.pdf

708.5 MAINTENANCE OF MILITARY USE SUPPLY LEVELS

The Department requests pre-authorization from the governing board to purchase additional military equipment up to the requested reserve to supply the growing needs of the Department. When existing stocks of military equipment have reached low levels or have been exhausted, or are old, broken, obsolete, worn, or damaged, the Department may order replacement stock, similar in type, to maintain essential availability for the Department's needs without the governing board's additional approval.

708.6 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

708.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective military equipment use policies in rendering mutual aid.

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708.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

708.9 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Attachments

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AB 481 Inventory - 2025.pdf

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VISALIA POLICE DEPARTMENT

AB 481 Inventory - 2025

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
A: VEHICLE	**1**	**Bomb Squad Truck** Recreational vehicle equipped with storage space, generator for 110 v electricity and trailer hitch. Five-speed automatic transmission, diesel engine-powered personnel and equipment carrier. Range 100 miles	To provide safe transport of Bomb Squad personnel and equipment. Use is established by the Bomb Squad Commander and or Incident Commander.	Possession of a valid class "C" drivers license.	$300,000 initial cost $10,000 annual maintenance	California Vehicle Code VPD policy 806	Expired
A: VEHICLE	**1**	**Mobile Command Vehicle** Mobile office that provides transportation, shelter, restroom facilities, and access to Police Department computer systems. Diesel-powered Winnebago recreational vehicle with 1 slide out and ONAN generator. Range 250 miles	To provide for the safe transport, security, and Command Post for agency personnel during high-risk or emergency incidents. Operational use under the approval of the On Duty Lieutenant.	Agency-authored orientation course; annual refresher.	$500,000 initial cost $10,000 annual maintenance	VPD Policy 702, 703, 704.	10 yrs.
A: VEHICLE	**1**	**Armored Vehicle (Bearcat)** Lenco Bearcat: Black armored, wheeled vehicle. Gloss black agency name markings and red/blue lights. Equipped with a siren. Can hold a driver and seven passengers. Four-wheeled, five-speed automatic transmission, diesel engine-powered personnel carrier with ballistic glass and armor rated to .50 cal. Range 100 mi. Armor rated to .50 cal.	To provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents. Operational use under the review of the SWAT Commander or appropriate team supervisor.	Agency-authored orientation course; annual refresher.	$225,000 initial cost $5,000 annual maintenance	VPD Policy 405	10 yrs.

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
A: VEHICLE	**1**	**Transport Van Large** Freightliner Transport Van: Black & White transport van, wheeled vehicle. gray, reflective Agency Name markings and red/blue lights. Equipped with a siren. Can hold a driver and 10 passengers. Dually, five-speed automatic transmission, diesel engine-powered personnel and equipment carrier. Range 120 miles; No ballistic capabilities.	To provide for the safe transport of agency personnel and equipment in high-risk incidents. Operational use under the review of the SWAT Commander or appropriate team supervisor.	Agency-authored orientation course; annual refresher.	$180,000 initial cost $5,000 annual maintenance	VPD Policy 405	10 yrs.
A: ROBOTICS	**1** **1**	**Bomb Robot** Remotec ANDROS F6A ICOR Mini-Caliber The Remotec ANDROS F6A is a heavy-duty robot. Its stair climbing ability, an arm capable of lifting 65lbs. The F6A also offers multiple communications options, a chassis and manipulator that allow for accessories and tool combinations, and quick-release pneumatic wheels for rapid width reduction. The ICOR Mini-Caliber is a small robot designed for rapid tactical missions, the robot is simple to operate and quick to deploy for searching rooms, hallways, stairwells and confined spaces. With rubber tracks and articulating front and rear flippers, the Mini-CALIBER effortlessly climbs stairs. It also includes an extendible rotating claw arm that simplifies opening door handles.	Only assigned operators who have completed the required training shall be permitted to operate the robots. Use is established by the Bomb Squad Commander and or Incident Commander. Use is established by the Bomb Squad Commander and or Incident Commander.	All robot operators must complete the FBI's 6-week hazardous device school prior to operating the robot.	$250,000 initial cost Annual maintenance and battery replacement cost is approximately $5,000. $90k	VPD Policy 410, 806 Central Valley Regional Bomb Squad Operating Procedures	Expired

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
A: ROBOTICS	**12**	**Unmanned Aircraft System (UAS)** Omnidirectional drones that capture complex footage using the latest in camera technology. DJI / Avata - 12 minute flight time, Micro quadcopter to be used for interior building searches. Single first person view camera, GPS guided. DJI / Matrice 30T - 40 minute flight time, FPV, zoom and FLIR camera. IP 55 rated for weather conditions. DJI / Mavic Pro - 25 min flight time and a single-color camera with recording capabilities. DJI / Mavic 2 Zoom - 30 min flight time and a single-color camera with recording capabilities. DJI / Mavic 3 Zoom - 30 min flight time and a single-color camera with recording capabilities. DJI / Mavic Enterprise - 30 min flight time and has a color and inferred camera as well as audible speaker and light with recording capabilities.	Deployed to assist officers and/or incident commanders with situations such as: major collision investigations, missing persons, natural disaster management, crime scene photography, SWAT, tactical or other public safety and life preservation missions, and in response to specific requests from local, state or federal fire authorities for fire response and or prevention.	UAS operators are licensed by the Federal Aviation Administration (FAA) for UAS operation. In addition, each operator must attend monthly trainings.	DJI / Avata - Initial cost = $1,400, annual = $500 DJI / Matrice 30T - Initial cost= $17,000, annual = $1,000 each DJI / Mavic Pro - $1,400 initial cost; $100 annual maintenance. DJI / Mavic 2 Zoom - $1,900 initial cost; $100 annual maintenance. DJI / Mavic 2 Zoom - $1,900 initial cost; $100 annual maintenance.	VPD Policy 606 FAA Regulation 14 CFR Part 107	DJI / Mavic Pro -1 year DJI / Mavic 2 Zoom - 2 years DJI / Mavic Enterprise - 3 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
A: ROBOTICS	**1**	**Robot (Avatar)** 2012 RoboteX Avatar II robot with rubber, articulable tracked arms. 2 cameras and communication capabilities. Remotely controlled. The Avatar® II is a compact, lightweight robotic platform that is part of the RoboteX Avatar® Series. Designed from the ground up for portability, expandability, and ease-of-use, the Avatar® II serves as a useful tool for a variety of users. Remotely controlled, battery life approx. 45 minutes	Allows SWAT operators to remotely and safely clear location of potentially violent suspects without exposing human operators to danger. Operational use under the review of the SWAT Commander or appropriate team supervisor.	Agency-authored orientation course; annual refresher.	$12,500 initial cost $100 annual maintenance cost	VPD Policy 405	10 years
A: ROBOTICS	**1**	**Robot (Scout)** Recon Scout is a rubber wheeled throwable reconnaissance robot. Recon Scout XT, a small throwable reconnaissance robot designed and manufactured by ReconRobotics for use in law enforcement and military applications. 15-20 minutes run time	Allows SWAT operators to remotely and safely clear location of potentially violent suspects without exposing human operators to danger. Operational use under the review of the SWAT Commander or appropriate team supervisor.	Agency-authored orientation course; annual refresher.	$7,500 initial cost	VPD Policy 405	10 years
A: ROBOTICS	**1**	**Robot (Transcend)** Transcend's Vantage Robot is a rubber tracked remotely controlled robot equipped with cameras. It's the world's only double-patented automatic stair and obstacle climbing robot for First Responders. 45-60 minutes runtime	Allows SWAT operators to remotely and safely clear location of potentially violent suspects without exposing human operators to danger. Operational use under the review of the SWAT Commander or appropriate team supervisor.	Agency-authored orientation course; annual refresher.	$25,500 initial cost; maintenance cost variable	VPD Policy 405	10 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
B: RIFLES (Defined under 30510 & 30515)	**26** **3**	**H&K 416** **H&K MP5** The department issued rifle assigned to sworn personnel/SWAT is a light weight, shoulder mounted weapon platform capable of firing a .223 / 5.56 round. The rifle is a semi-automatic (automatic for SWAT) weapon platform capable of firing one round with each trigger press or pull. The rifle is designed to be more accurate than a handgun at both close and further distances. Additionally, the department issues a shoulder mounted weapon platform capable of firing a 9mm round. Thirty round magazines are issued with each rifle. Range 0-200 yards	The purpose of the department issued rifle is to provide officers with superior firepower and accuracy. Patrol Rifle utilization compliance is conducted by shift supervisor assigned to incident in which the patrol rifle is deployed. SWAT Rifle utilization compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the SWAT rifle is deployed. (As applicable) Training compliance is maintained by the Visalia Police Department Range Staff and the SWAT Team Commander.	Instructors are required to attend a P.O.S.T. certified rifle course. Operators are required to attend our 16 hour P.O.S.T. certified Rifle Course. The course covers several topics including but not limited to policy, maintenance of weapon platform, and weapon manipulations. Operators are also required to attend an 80-hour P.O.S.T. certified Basic SWAT Course. (as applicable)	H&K 416: $3,900.00 Annual Maintenance Cost: $100 H&K MP5: $1,800 per rifle Annual Maintenance Cost: $100	VPD Policy 306, 405	10 yrs.

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
B: RIFLES	**1** **5**	**SIG Sauer SSG3000** **Accuracy International** SSG3000: The department issued precision rifle is a shoulder fired bolt action rifle capable of firing a .308 caliber round. One round is fired with each trigger pull and the bolt must be cycled in order to fire another round. The rifle is equipped with a 3x14 power scope and 5 round detachable magazine. AT308: Is a department issued shoulder fired semi-automatic precision rifle capable of firing a .308 caliber round. One round is fired with each trigger pull. This weapon is equipped with a 20 round magazine. Range 0-900 yards	The department issued precision rifle is capable of providing long range precision fire. Precision Rifle utilization compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the precision rifle is deployed.	Operators are required to attend a P.O.S.T. approved 40-hour Basic Sniper School	SSG3000: $2,500 initial cost $100 annual maintenance cost Accuracy International AT308: $5,00 initial cost $100 annual maintenance cost	VPD Policy 306, 405	10 years
C: LESS-LETHAL	**13**	**Launcher (40mm single shot)** LMT Defense 40mm launcher that fires standard 40mm less lethal ammunition. Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. Launch 40mm less lethal round up to 131 feet.	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. Instructors attend a P.O.S.T. certified Less Lethal Training Course. Operators are trained by certified instructors in topics including the 40mm launcher, shotgun less lethal launcher, pepperball launcher, munition characteristics, target and non-target areas, and practical application.	Instructors attend a P.O.S.T. certified Less Lethal Training Course. Operators are trained by certified instructors in topics including the 40mm launcher, shotgun less lethal launcher, pepperball launcher, munition characteristics, target and non-target areas, and practical application.	$1,000 initial cost	VPD Policy 303, 405	10 yrs.

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL	**2**	**Launcher (40mm multi-launcher)** Penn Arms P540-1 – Pump Multi-Launcher A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity and rifled barrel. Features include: Double-action trigger, trigger lock push button and hammer lock safeties. See specification sheet for more details. Defense Technology® 1440 40mm Tactical 4-Shot Launcher A low-profile and lightweight design, providing multi-shot capability in an easy to carry launcher. It features the Rogers Super Stoc™ expandable gun stock, an adjustable Picatinny mounted front grip, and a unique direct-drive system. Launch 40mm less lethal round up to 131 feet.	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. Instructors attend a P.O.S.T. certified Less Lethal Training Course. Operators are trained by certified instructors in topics including the 40mm launcher, shotgun less lethal launcher, pepperball launcher, munition characteristics, target and non-target areas, and practical application.	Instructors attend a P.O.S.T. certified Less Lethal Training Course. Operators are trained by certified instructors in topics including the 40mm launcher, shotgun less lethal launcher, pepperball launcher, munition characteristics, target and non-target areas, and practical application.	$2000 initial cost	VPD Policy 303, 405	N/A

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL	**93**	**Launcher (Bean Bag Shotgun) (Remington 870)** The less lethal shotgun launcher is a standard shotgun capable of firing standard lethal shotgun rounds. Because of this, precautions have been made to ensure lethal rounds are not fired from a shotgun intended for less lethal munitions. No operator will be assigned a lethal and non-lethal shotgun. Only less lethal munitions will be given to an operator assigned a less lethal shotgun. The less lethal shotgun will be outfitted with color markings, i.e. orange, designating it as a less lethal shotgun launcher. . Effective Range 20-75 feet	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. Instructors attend a P.O.S.T. certified Less Lethal Training Course. Operators are trained by certified instructors in topics including the 40mm launcher, shotgun less lethal launcher, pepperball launcher, munition characteristics, target and non-target areas, and practical application.	Instructors attend a P.O.S.T. certified Less Lethal Training Course. Operators are trained by certified instructors in topics including the 40mm launcher, shotgun less lethal launcher, pepperball launcher, munition characteristics, target and non-target areas, and practical application.	Remington 870: $600.00 Annual Maintenance Cost: $35	VPD Policy 303, 405	10 years
C: LESS-LETHAL	**4**	**Breaching Shotgun (Remington 870)** The Visalia Police Department utilizes a modified Remington 870 12-gauge shotgun equipped with a breaching barrel and breaching rounds to open locked doors at target locations.	Open locked doors through a directed breaching round at close range. Use is authorized through the SWAT Team Leader and SWAT Commander. Breaching utilization compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the Breaching Shotgun is deployed.	Agency-authored orientation course; annual refresher.	$800 initial cost; annual maintenance cost: $50	VPD Policy 405	10 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL	**2**	**Chemical Agent Shotgun** The Visalia Police Department utilizes a modified Remington 870 12-gauge shotgun equipped with a CTS TACTICAL LC5 Launching Cup. The LC5 Launching Cups are designed for use with the 5200 series canister grenades. Launch Diversionary Device / Chemical Munitions up to 25 yards	Launch Diversionary Device / Chemical Munitions up to 25 yards when use of those devices is authorized. Visalia Police Department SWAT Team Commander. Chemical agent utilization compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the Chemical Agent Shotgun is deployed.	Agency-authored orientation course; annual refresher.	$164 initial cost, must be replaced when worn	VPD Policy 303, 405	10 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: AMMUNITION	**2,000 rounds** **200 rounds**	**Rifle Ammunition** Hornady .308 WIN 168 grain ELD M TAP Hornady .308 WIN 165 grain GMX TAP BAR ELD TAP: Hornady® 308 WIN TAP 168 gr. ELD® MATCH TAP PRECISION® ammunition was designed as an improvement on the 168 gr. A-MAX TAP PRECISION® load by incorporating the new ELD® Match bullet. The 168 gr. ELD® Match bullet with Heat Shield® tip delivers the excellent terminal performance TAP Precision® is known for, but features a resilient, heat resistant polymer tip that improves the ballistic coefficient, resulting in higher impact velocities, less drop, less wind drift, and more energy on target. GMX TAP: TAP® Heavy Barrier turns cover into concealment. The 165 gr. GMX® TAP® Heavy Barrier is constructed of a monolithic material and has a double-cannelured design. The GMX® bullet penetrates heavy barriers such as 1" laminated glass with exceptional weight retention while still delivering superior terminal performance on the other side. Range 0-900 yards	The department issued precision rifle is capable of providing long range precision fire. Visalia Police Department SWAT Team Commander. Precision Rifle utilization compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the precision rifle is deployed.	Operators are required to attend a P.O.S.T. approved 40-hour Basic Sniper School.	Hornady 168 grain ELD Tap: $20 per box of 20 rounds Hornady 165 grain GMX Barrier: $29.50 per box of 20 rounds	VPD Policy 306, 405	N/A

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**65 rounds** **7 rounds** **11 rounds**	**Breaching Shotgun Munitions** Royal Arms Tesar #2 Black Cap Royal Arms HP Cutter Purple Cap Royal Arms Flash Bang Red Cap 12- gauge shotgun cartridges used for breaching. Black Cap: Defeats: Heavy Locks, Dead-bolts and Hinges (Solid Oak – Steel Doors. Purple Cap: Use: Cuts re-bar, penetrates security glass, car doors, punches into engine blocks. Red Cap: Use: Diversionary / Disorientation / Breaching / Crowd Control. Open locked doors through a directed breaching round at close range.	Open locked doors through a directed breaching round at close range. Use is authorized through the Visalia Police Department SWAT Team Commander or SWAT Team Leader. Breaching utilization compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the Breaching Shotgun is deployed.	Agency-authored orientation course; annual refresher.	Royal Arms Tesar #2 Black Cap: $25 per box of 5 Royal Arms HP Cutter Purple Cap: $30 per box of 5 Royal Arms Flash Bang Red Cap: $25 per box of 5	VPD Policy 306, 405	N/A

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**36**	**Chemical Agent (Hand Deployed)** **Defense-Tec Speed-Heat CS** The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom.	The use of chemical agents is meant to induce the occupant of a structure or vehicle to surrender to law enforcement personnel without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary surrender have failed, and the subject remains in a barricaded position. SWAT Deployment. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed. MFF Deployment. Chemical agent compliance is conducted by MFF Commander and MFF Team Leaders assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	$26.92 each	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**0**	**Chemical Agent (Hand Deployed)** **Defense-Tec CS Flameless Tri-Chamber** The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. Hand Deployed	The use of chemical agents is meant to induce the occupant of a structure or vehicle to surrender to law enforcement personnel without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary surrender have failed, and the subject remains in a barricaded position. SWAT Deployment. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	$46.25 each	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**29** **20**	**Chemical Agent (Hand Deployed)** Defense-Tec Riot Control Continuous Discharge Grenade, OC Defense-Tec Riot Control Continuous Discharge Grenade, CS The Riot Control OC Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. Purpose and authorized uses: The use of chemical agents is meant to induce a voluntary surrender or dispersal without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary compliance have failed. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. Hand Deployed	The use of chemical agents is meant to induce the occupant of a structure or vehicle to surrender to law enforcement personnel without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary surrender have failed, and the subject remains in a barricaded position. SWAT Deployment. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	$41.65 each $29.35 each	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**44**	**Chemical Agent (Hand Deployed)** **Defense-Tec Pocket Tactical CS Grenade** The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full size tactical grenade. Hand Deployed	. The use of chemical agents is meant to induce the occupant of a structure or vehicle to surrender to law enforcement personnel without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary surrender have failed, and the subject remains in a barricaded position. SWAT Deployment. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	$23.15 each	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**9** **11**	**Chemical Agent (Hand Deployed)** Defense-Tec OC Vapor Aerosol Defense-Tec OC Aerosol Grenade 1.3% Fogger, 6-ounce The Defense Technology® OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and, once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired. The 1 oz. OC Aerosol Grenade will deliver its payload of 1.3% OC in 20-25 seconds. This is an anotomized mist which enhances the pungent OC formulation. It is ideal for hard to access areas like attics, garages, etc. and may also be hand-held to direct the spray pattern. This product is designed to provide room clearing ability with minimum clean up requirements. Hand Deployed	The use of chemical agents is meant to induce the occupant of a structure or vehicle to surrender to law enforcement personnel without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary surrender have failed, and the subject remains in a barricaded position. SWAT Deployment. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	$40.90 each $23.95 each	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**2** **2**	**Chemical Agent (Pepperball)** Pepperball Tippman Launcher Pepperball FTC Launcher The Pepperball Launcher and munitions are considered a non-lethal chemical agent delivery system using high pressure air. The munitions combine chemical agent exposure with kinetic impact and pain. The chemical agent in the munitions is Pepperball Pava. Pava is one of six capsaicinoids found in pepper plants. Pava is non-flammable and found in Tabasco sauce, spice packs and cooking oils. FTC is a high-capacity, semi-automatic launcher that is perfect for crowd management and mobile field force operations. Reliable and accurate, it features a hopper that can hold up to 180 rounds and a flexible air source configuration. Effective Range 0-100 feet	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. This system allows the possibility of non-lethal resolution with or without impact to the individual. Instructors must attend a P.O.S.T. certified Less Lethal Training Course and/or Pepperball instructor Training Course. Operators must be trained by a certified instructor in topics including Pepperball Launchers, munition or projectile characteristics, target and non-target areas, decontamination, and practical application.	Instructors must attend a P.O.S.T. certified Less Lethal Training Course and/or Pepperball Instructor Training Course. Operators must be trained by a certified instructor in topics including Pepperball Launchers, munition or projectile characteristics, target and non-target areas, decontamination, and practical application.	Pepperball FTC Launcher-----$600 Annual Maintenance Cost: $35 Pepperball Tippman Launcher-----$600 Annual maintenance cost: $35	VPD Policy 303, 405	N/A

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**4**	**Chemical Agents (OC Spray)** FIRST DEFENSE® .7% MK-9S HV VAPOR OC AEROSOL The MK-9S features an easy to use trigger handle, is intended for use in crowd management and will deliver 8-10 short bursts of OC at an effective range of 10-15 ft. This .7% MC OC aerosol product utilizes a vapor delivery method providing a high concentration of OC in a powerful mist inflaming the mucous membranes and exposed skin. Onset is immediate and very intense, resulting in an intense burning sensation that evaporates quickly when exposed to fresh air. Non-flammable / Electronic Discharge Weapon (EDW) safe 25-30 feet	High volume OC spray can be used to control vicious animals at a greater distance. It also has applications for crowd control during riot/violent disturbances. Compliance with policy and procedure is reviewed by the direct supervisor at the time of the incident and is further reviewed by the Use of Force Review Board.	All officers utilizing OC spray receive training in deployment and effects of Oleoresin Capsicum during Basic Police Academy.	$46.95 Per Unit	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**10**	**Chemical Agent Projectile (Defense-Tec Muzzle Blast 40 MM Round (OC))** The 40 mm Muzzle Blast OC Round is widely used as a crowd management tool for the immediate and close deployment of chemical agent. It can also be employed in tactical operations such as barricaded subjects for area denial, area contamination, and a means of contaminating crawl spaces and attics. As a pain compliance round it is an excellent device for deploying chemical-laden OC powder at close ranges for indoor or outdoor operations. 30 Feet	The use of chemical agents is meant to induce a voluntary surrender or dispersal without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary compliance have failed. Visalia Police Department MFF Commander. Chemical agents compliance is conducted by MFF Commander and MFF Team Leaders assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers. assigned to incident in which the chemical agent is deployed.	$21.90 Per unit	VPD Policy 303, 405	5 Years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**10**	**Chemical Agent Projectile (Defense-Tec Muzzle Blast 40 MM Round (CS))** The 40 mm Muzzle Blast CS Round is widely used as a crowd management tool for the immediate and close deployment. It can also be employed in tactical operations such as barricaded subjects, room clearing, area denial, and for small space contamination, and a means of contaminating crawl spaces and attics. As a pain compliance round it is an excellent device for deploying chemical-laden CS powder at close ranges for indoor or outdoor operations. The cloud of agent is very effective in filling holes in dispersals lines or engaging crowds at close distances. 30 Feet	The use of chemical agents is meant to induce a voluntary surrender or dispersal without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary compliance have failed Visalia Police Department MFF Commander. Chemical agent compliance is conducted by MFF Commander and MFF Team Leaders assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers. assigned to incident in which the chemical agent is deployed.	$20.88 Per Unit	VPD Policy 303, 405	5 Years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**4** **4**	**Chemical Agent Projectile** Defense-Tec 40mm Ferret OC Powder Barricade Defense-Tec 40mm Ferret OC Liquid Barricade Powder: The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemPowder: The Ferret® 40 mm Barricade Penetrating Round is filled with an OC powder chemical agent. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle. Liquid: The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects 5-54 yards	The use of chemical agents is meant to induce the occupant of a structure or vehicle to surrender to law enforcement personnel without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary surrender have failed and the subject remains in a barricaded position. Visalia Police Department SWAT Team Commander. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	40 mm Ferret OC Liquid: $20.72 each 40mm Ferret OC Powder: $18.88 each	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
	13 **14**	**Chemical Agent Projectile** Defense-Tec 40mm Ferret CS Powder- Barricade Defense-Tec 40mm Ferret CS Liquid- Barricade Powder: The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle. Liquid: The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects 5-54 yards	The use of chemical agents is meant to induce the occupant of a structure or vehicle to surrender to law enforcement personnel without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary surrender have failed and the subject remains in a barricaded position. Visalia Police Department SWAT Team Commander. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	40mm Ferret CS Powder Barricade: $20.12 each 40mm Ferret CS Liquid Barricade: $20.72 each	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**0**	**Chemical Agent Projectile** Defense-Tec 40mm Ferret CS- Liquid The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle 50-200 yards	The use of chemical agents is meant to induce the occupant of a structure or vehicle to surrender to law enforcement personnel without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary surrender have failed and the subject remains in a barricaded position Visalia Police Department SWAT Team Commander. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	$20.72 each	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**12** **50** **0**	**Chemical Agent (Shotgun Deployed)** CTS Baffled Canister Def-Tec 12-gauge round CTS 12-gauge launching cartridge Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. Deployed with a launching-cup equipped shotgun using a launching cartridge. Def-Tec 12-gauge round used to launch chemical/flash bang munitions. CTS 12-gauge launching cartridge Def-Tec: The 1210 12-Gauge Muzzle Bang / Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management or for propelling grenades when using the 1370 Launching Cup. CTS: Along with their line of canister grenades, CTS also produces a full line of launching cups and cartridges. The LC5 & LC6 launching cups are designed for the 52 & 62 series grenades respectively. The cups can be attached to virtually any 12ga shotgun, and the munitions launched with our Model 2600 and 3600 launching cartridge. Launches up to 25 yards Range: 25 yards	The use of chemical agents is meant to induce the occupant of a structure or vehicle to surrender to law enforcement personnel without the need for direct contact. Chemical agent is introduced when all other means of negotiation and voluntary surrender have failed and the subject remains in a barricaded position. Launch Flash Bang/ Chemical Munitions up to 25 yards when use of those devices is authorized. Visalia Police Department SWAT Team Commander. Chemical agent utilization compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the Chemical Agent Shotgun is deployed. Visalia Police Department SWAT Team Commander. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	$45.20 each $6.70 per round	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION		**Pepperball Ammunition**					
	Live: 60	"Live" Red / White • PAVA Payload • 0.5% Chemical Agent • Used for direct impact and area saturation • 0-60 feet (0-18 meters) direct impact/150+ feet (45+ meters) area saturation • Operation temperature range -30F to 150F (-34C to 65C)	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. This system allows the possibility of non-lethal resolution with or without impact to the individual. Training compliance is maintained by the Visalia Police Department Range Staff. Utilization compliance is conducted by incident supervisor and the Use of Force Review Board. .	Instructors must attend a P.O.S.T. certified Less Lethal Training Course and/or Pepperball instructor Training Course. Operators must be trained by a certified instructor in topics including Pepperball Launchers, munition or projectile characteristics, target and non-target areas, decontamination, and practical application.	Live: $853 per 375 count Live-X: $1123 per 375 count Inert: $300 per 375 count Glass Shattering: $245 per 100 count	VPD Policy 303	Live: 3 years Live X: 3 years Inert: N/A Glass Shattering: N/A
	Live X: 125	"Live X" Red / Black • Concentrated version of Live projectile used in high-intensity/MFF/Crowd Control • 5% Chemical Agent • Used for direct impact and area saturation • 0-60 feet (0-18 meters) direct impact/150+ feet (45+ meters area saturation • Operation temperature range -30F to 150F (-34C to 65C)					
	Inert: 600	"Inert" White / Purple • Used for direct impact and training/qualification • 0-60 feet (0-18 meters) direct impact/150+ feet (45+ meters) area saturation • Operation temperature range -30F to 150F (-34C to 65C) • Scented powder allows ventilation testing					
	Glass Shattering: 75	"Glass Shattering" Break side glass of vehicles and residential • 0-30 feet (0-9 meters) direct impact • Works in all temperatures **NOT FOR USE ON HUMANS**					

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
		Live--Pepperball Live Projectiles are perfect for direct impact or crowd control situations. Constructed with 100% waterproof, ultrasonically welded shell seams. Live X-- Our most potent and powerful concentration of PAVA pepper powder. At 5% PAVA, a LIVE-X™ round contains double the amount of PAVA chemical agent of a regular Pepperball® LIVE SD™ round. PAVA is based on one of the hottest of the six capsaicinoids found in pepper plants. Pepperball products contain only safe, pure, non-oil based PAVA and are non-flammable. Ingredient consistency ensures each projectile operates with quality and effectiveness. Inert-- Containing a harmless, scented powder, this projectile is best suited for practice or direct impact when chemical exposure is not desired. Glass Shattering-- Used to break side glass of vehicles and residential glass windows.					

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**1** **1**	**Chemical Agents (OC Spray)** MK-21- High Volume Oleoresin Capsicum (OC) MK-46- Stream Oleoresin Capsicum (OC) Aerosol MK-21- Defense Technologies family of high volume stream, fog and foam aerosol projectors, available in OC, CN, CS and OC/CS, OC/CN blends offer the first line of solutions for the management of crowds. These large canisters are extremely portable, but dispense the volume of agent needed for effective crowd contamination. MK-46- The MK-46 features a trigger handle, is intended for use in crowd management and will deliver 26 short bursts of OC at an effective range of 25-30 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff. Non-flammable / Electronic Discharge Weapon (EDW) safe 25-30 feet	High volume OC spray can be used to control vicious animals at a greater distance. It also has applications for crowd control during riot/violent disturbances. Compliance with policy and procedure is reviewed by the direct supervisor at the time of the incident and is further reviewed by the Use of Force Review Board.	All officers utilizing OC spray receive training in deployment and effects of Oleoresin Capsicum during Basic Police Academy.	MK-21: $100 MK-46: $135	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**830**	**Less Lethal Bean Bag Ammunition** 12-gauge Drag Stabilized Bean Bag Round The munition carried by members of the Visalia Police Department is a Defense Technology 12-Gauge Drag Stabilized Bean Bag Round. The 12-Gauge shell is loaded with a 40 gram, tear shaped bag made from a cotton/ballistic blend and filled with #9 shot. The effective range of this munition is 20-75 feet. The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for specialty impact munitions. This round has a velocity of 270 fps. The effective range of this munition is 20-75 feet.	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. Training compliance is maintained by the Visalia Police Department Range Staff. Bean Bag Shotgun utilization compliance is conducted by shift supervisor assigned to incident in which the Bean Bag shotgun is deployed and the Use of Force Review Board.	Instructors must attend a P.O.S.T. certified Less Lethal Training Course. Operators must be trained by a certified instructor in topics including the shotgun less lethal launcher, munition characteristics, target and non-target areas, and practical application.	$1,952 per 400 count;	VPD Policy 303	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**132** **105**	**Direct Impact Less Lethal** Defense-Tec 40mm Direct Impact Sponge Round Direct Impact 40mm OC Sponge Round A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target. 5-131 feet A less lethal 40mm lightweight plastic and foam projectile containing OC powder fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 305 FPS. The 40 mm OC Sponge Round provides accurate and effective performance when fored from the approved distance of not less than five (5) feet and as far as 120 feet from the target. 5-120ft	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. Instructors must attend a P.O.S.T. certified Less Lethal Training Course. Operators must be trained by a certified instructor in topics including the shotgun less lethal launcher, munition characteristics, target and non-target areas, and practical application.	Instructors must attend a P.O.S.T. certified Less Lethal Training Course. Operators must be trained by a certified instructor in topics including the shotgun less lethal launcher, munition characteristics, target and non-target areas, and practical application.	$17.85 each $34.00 each	VPD Policy 303, 405	N/A

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**34**	**Direct Impact Less Lethal** Defense-Tec 40mm Exact Impact Sponge Round Ext Range The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications 33-230 feet	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. Instructors must attend a P.O.S.T. certified Less Lethal Training Course. Operators must be trained by a certified instructor in topics including the shotgun less lethal launcher, munition characteristics, target and non-target areas, and practical application.	Instructors must attend a P.O.S.T. certified Less Lethal Training Course. Operators must be trained by a certified instructor in topics including the shotgun less lethal launcher, munition characteristics, target and non-target areas, and practical application	$21.35 each	VPD Policy 303, 405	N/A

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**50**	**Direct Impact Less Lethal** Defense -Tec 40mm Inert Direct Impact The 40mm Direct Impact® munition is a point-of-aim, point-of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. The black nosed inert munition is a great option for training. 5-131 feet	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. Instructors must attend a P.O.S.T. certified Less Lethal Training Course. Operators must be trained by a certified instructor in topics including the shotgun less lethal launcher, munition characteristics, target and non-target areas, and practical application.	Instructors must attend a P.O.S.T. certified Less Lethal Training Course. Operators must be trained by a certified instructor in topics including the shotgun less lethal launcher, munition characteristics, target and non-target areas, and practical application	$17.85 each	VPD Policy 303, 405	N/A

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: LESS-LETHAL AMMUNITION	**31** **17**	**Direct Impact Chemical Agent** Defense-Tec 40mm Direct Impact CS Defense-Tec 40mm Direct Impact CS Ext. The 40mm Direct Impact® munition is a point-of-aim, point-of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with CS powder, the Direct Impact combines blunt trauma with the effects of an irritant powder, maximizing the potential for incapacitation. 5-131 feet 33-230 feet Ext.	The purpose of this system is to aid law enforcement in resolving violent confrontations with a less lethal option. They also assist law enforcement in situations in which lethal force may be justified but potentially resolved with a less lethal option. Instructors must attend a P.O.S.T. certified Less Lethal Training Course. Operators must be trained by a certified instructor in topics including the shotgun less lethal launcher, munition characteristics, target and non-target areas, and practical application	Instructors must attend a P.O.S.T. certified Less Lethal Training Course. Operators must be trained by a certified instructor in topics including the shotgun less lethal launcher, munition characteristics, target and non-target areas, and practical application.	40mm Direct Impact CS: $20.88 each 40mm Direct Impact CS Ext.:$21.35 each	VPD Policy 303, 405	7 years
C: LESS-LETHAL AMMUNITION	32 **5** **8**	**Chemical Agents (Smoke Only)** Defense-Tec: Saf-Smoke Grenade (white)- smoke is used as concealment for officer/citizen down rescues. It can also be utilized with Chemical Agent (CS,OC) to multiply the effects. Defense-Tec: Pocket Tactical Grenade Smoke- smoke is used as concealment for officer/citizen down rescues. It can also be utilized with Chemical Agent (CS,OC) to multiply the effects. CTS: Smoke (white)- smoke is used as concealment for officer/citizen down rescues. It can also be utilized with Chemical Agent (CS,OC) to multiply the effects.	The purpose of white smoke is to aid Law Enforcement in concealing movements through an open area when conducting officer/citizen rescues. Visalia Police Department SWAT Team Commander. Chemical agent compliance is conducted by SWAT Team Leader and SWAT Commander assigned to incident in which the chemical agent is deployed.	Chemical Agent Instructors attend a P.O.S.T. certified 40-hour course. Chemical Agents will be introduced by the certified chemical agent instructor or under their direct supervision by operators who have been trained in the use of chemical agents and launchers.	Saf-Smoke: $26.63 each Pocket Tactical Smoke: $22.95 each CTS White Smoke: $32.25 each	VPD Policy 303, 405	5 years

CATEGORY	QUANTITY	DESCRIPTION (GENERAL, MANUFACTURER'S) & CAPABILITIES	PURPOSE AND AUTHORIZED USES & COMPLIANCE MECHANISMS	TRAINING	FISCAL IMPACT	LEGAL & PROCEDURAL RULES	LIFE SPAN
C: DIVERSION DEVICE		**Light / Sound Diversionary Device**					
	0	Defense Technology Diversionary Device The diversoinary device can be hand deployed or by using a pole designed to hold the device securely so that the device can be deployed in elecated locations or where hand deployment would not be desirable.	The light/sound Diversionary Device emits a bright light and accompanying loud sound to temporarily distract/disorient a dangerous individual. The use of light/sound diversionary devices are utilized in a tactical situation in which a temporary distraction or disorientation of the individual is advantageous to safely taking the individual into custody or completing a high-risk entry into a structure or room. The use of diversionary devices is limited to SWAT Team Leaders through approval from the SWAT Commander for planned operations. Emergency deployment is at the discretion of the SWAT Team Leader.	Each SWAT Team member receives training and certification on the use, deployment, and considerations of the use of diversionary devices at Basic SWAT school. Instructors must attend a POST approved Diversionary Device Instructor School consisting of 16 hours of specialized training.	$33.23 each	SWAT Manual	5 years
	18	The Low Roll® Distraction Device® is a reloadable gun steel body with hex design. This newest version of the first reusable non-bursting canisters limits movement and rolling once deployed. The diameter of the hex design body is 2.0 in., 5.0 cm. overall length is 5.0 in., 12.7 cm. The Low Roll bodies' ergonomic features complement its powerful output of light, sound and twelve top port configuration which results in an even distribution of gases from the opposing ends of the canister. The distinctive shape and capabilities are tools for dynamic entries for police, corrections, and military tactical teams worldwide.					
	11	The CTS Multi 9 Flash-Bang device provides 9 unique flash bang actions within a single hand safe assembly. The device provides arrhythmic outputs approximately 0.5 seconds apart. Unit is designed to be hand safe and provides a physical feature to locate the top and bottom of the grenade when handling. Hand Deployed / Deployed with Diversion Device pole			$25.00 each		

AB 481 Stock Planning - 2025.pdf

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Inventory Stock Planning	2025	
	Inventory	Requested Reserve
A: VEHICLE		
Bomb Squad Truck	1	2
Mobile Command Vehicle	1	2
Armored Vehicle (Bearcat)	1	2
Transport Van Large	1	2
A: ROBOTICS		
Bomb Robot	1	5
ICOR Mini Caliber	1	5
Unmanned Aircraft System (UAS)	12	20
Robot (Avatar)	1	5
Robot (Scout)	1	5
Robot (Transcend)	1	5
B: RIFLES		
H&K 416	26	40
H&K MP5	3	20
SIG Sauer SSG3000	1	10
Accuracy International	5	10
C: LESS-LETHAL		
Launcher (40mm single shot)	13	100
Launcher (40mm multi-launcher)	2	100
Launcher (Bean Bag Shotgun)(Remington 870)	93	200
Breaching Shotgun (Remington 870)	4	10
Chemical Agent Shotgun	2	10
C: AMMUNITION (Rounds)		
Hornady .308 WIN 168 grain ELD M TAP	2000	5000
Hornady .308 WIN 165 grain GMX TAP BAR	200	2000
C: LESS-LETHAL AMMUNITION		
Breaching Shotgun Munitions (Rounds)		
Royal Arms Tesar #2 Black Cap	65	200
Royal Arms HP Cutter Purple Cap	7	200
Royal Arms Flash Bang Red Cap	11	200
Chemical Agent (Hand Deployed) Defense-Tec Speed-Heat CS	36	200
Chemical Agent (Hand Deployed) Defense-Tec CS Flameless Tri-Chamber	0	200
Defense-Tec Riot Control Continuous Discharge Grenade, OC	29	200
Defense-Tec Riot Control Continuous Discharge Grenade, CS	20	200

Inventory Stock Planning	2025	
	Inventory	Requested Reserve
Chemical Agent (Hand Deployed) Defense-Tec Pocket Tactical CS Grenade	44	400
Chemical Agent (Hand Deployed) Defense-Tec OC Vapor Aerosol	9	400
Chemical Agent (Pepperball)		
Pepperball Tippman Launcher	2	40
Pepperball FTC Launcher	2	40
Chemical Agents (OC Spray)		
FIRST DEFENSE® .7% MK-9S HV VAPOR OC AEROSOL	4	50
Defense-Tec OC Aerosol Grenade 1.3% Fogger, 6-ounce	11	100
Chemical Agent Projectile (Defense-Tec Muzzle Blast 40 MM Round (OC))	10	20
Chemical Agent Projectile (Defense-Tec Muzzle Blast 40 MM Round (CS))	10	20
Chemical Agent Projectile		
Defense-Tec 40mm Ferret OC Powder Barricade	4	100
Defense-Tec 40mm Ferret OC Liquid Barricade	4	100
Defense-Tec 40mm Ferret CS Powder- Barricade	13	100
Defense-Tec 40mm Ferret CS Liquid- Barricade	14	100
Defense-Tec 40mm Ferret CS- Liquid	0	100
Chemical Agent (Shotgun Deployed)		
CTS Baffled Canister	12	100
Def-Tec 12-gauge round	50	100
CTS 12-gauge launching cartridge	0	100
Pepperball Ammunition		
“Live”	60	2000
“Live X”	125	2000
“Inert”	600	2000
“Glass Shattering”	75	2000
Chemical Agents (OC Spray)		
MK-21- High Volume Oleoresin Capsicum (OC)	1	40
MK-46- Stream Oleoresin Capsicum (OC) Aerosol	1	40
Less Lethal Bean Bag Ammunition		
12-gauge Drag Stabilized Bean Bag Round	830	2000
Direct Impact Less Lethal		
Defense-Tec 40mm exact/direct Impact Sponge Round	132	1000
Direct Impact 40mm OC Sponge Round	105	1000

Inventory Stock Planning	2025	
	Inventory	Requested Reserve
Defense-Tec 40mm Exact Impact Sponge Round Ext Range	34	1000
Defense -Tec 40mm Inert Direct Impact	50	1000
Direct Impact Chemical Agent		
Defense-Tec 40mm Direct Impact CS	31	200
Defense-Tec 40mm Direct Impact CS Ext.	17	200
Less Lethal Indirect Impact Rounds **Chemical Agents (Smoke Only)**		
Defense-Tec: Saf-Smoke Grenade (white)	32	200
Defense-Tec: Pocket Tactical Grenade Smoke	5	200
CTS: Smoke (white)	8	200
Light / Sound Diversionary Device		
Defense Technology Diversionary Device	0	200
The Low Roll® Distraction Device®	18	200
CTS Multi 9 Diversionary Device	11	200

AB 481 Annual Report - 2024.pdf

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Usage Log 01/2024 - 12/2024

Date	Item Used	Quantity Used	Summary of Use
1/24 - 12/2024	Bearcat and Van	15	Equipment used for search warrants and various other high risk incidents.
04/23/24	CS Ferrets, CS Pocket Tactical, CS 5230 Baffled Grenade	2 rds, 1 rd, 2 rds	Wanted (S) 2 million in warrants, POI in VC shooting case, threats to shoot it out with LE, poss. firearm
09/12/24	CS Spede Heat, CS Pocket Tactical, CTS 5230	1 rd, 2 rds, 1 rd	(S) of PC 245 with firearm, in residence refusing to leave, several high powered weapons believed to be in the residence, possible narcotic use
1/24 - 12/2024	UAS	70	Equipment used for a variety of missions including: search for missing persons, article search, death scene investigation, unlawful fire monitoring, fleeing suspect search, and public demonstrations.
1/24 - 12/2024	Bomb Truck	24	Response to variety of calls for service including: suspicious/unattended package, known or suspected improvised explosive device, collection of improperly stored commercial explosives, and ammunition disposal.
1/24 - 12/2024	Bomb Robot	8	Response to variety of calls for service including: suspicious/unattended package, known or suspected improvised explosive device, collection of improperly stored commercial explosives, and ammunition disposal.
1/24 - 12/2024	Mini Caliber Robot	2	Response to variety of calls for service including: suspicious/unattended package, known or suspected improvised explosive device, collection of improperly stored commercial explosives, and ammunition disposal.
02/29/2024	40MM Direct Impact	1	Mutual Aid PD CFS, harm to self and public, (S) used glas to slice neck and arms
04/14/2024	Bean Bag	1	Family Disturbance, intoxicated (S) with knife threatened to shoot officers, reported gang member
09/05/2024	40MM Direct Impact	2	CFS stolen vehilce just occurred, combative subject, 1 round used to break vehicle window, 1 round used on (S)
11/26/2024	40MM Direct Impact	1	PC 417 firearm, uncooperative (S), walked away from officers towards a populated area during investigation, no firearm but weapon located after deployment, (S) struck upper left arm

Complaint Log 1/2024 - 12/2024

Date	Complainant	IA #	Item Used	Summary of Complaint	Disposition
	NONE				

REQUESTED NEW ITEM	2025			
	Qty	Unit	Approved	Date
None				



Assembly Bill (AB) 481

VISALIA POLICE DEPARTMENT

August 4, 2025

AB 481 Annual Update

AB 481 – Military Equipment Funding, Acquisition, & Use Policy

AB 481 requires the City Council's approval of an annual report summarizing:

- Equipment Use
- Inventory
- Costs
- Citizen Complaints

Timeline

AB 481 – Military Equipment Funding, Acquisition, & Use Policy

January 1, 2022

- AB 481 requires our city to adopt our policy by ordinance.

June 20, 2022

- Policy was approved and adopted.

June 27, 2025

- 2025 Annual Report published and posted on the Visalia Police website.

Military Equipment Categories

* VPD does not have or utilize surplus military equipment.

- Robots, Unmanned Aerial Vehicles (UAVs).
- Armored Rescue Vehicles.
- Command and Control Vehicles.
- Specialized rifles and munitions.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC spray.
- Kinetic energy weapons and munitions.

Report Highlights

AB 481 Annual Report

No Citizen Complaints

No Inventory Changes

Equipment Use:

• Armored Rescue Vehicle and Van:	15
• Unmanned Aerial Vehicle (UAV):	70
• Bomb Truck:	24
• Bomb Robot:	10
• Chemical Agents & Direct Impact Munitions:	6 deployments (14 rounds total)

Recommended Motion

What is Council required to act on tonight?

Move to adopt Resolution 2025-60, a resolution renewing Ordinance No. 2022-09 which authorizes the Department's Military Equipment Use Policy.



Questions or Comments?

AB-481

Thank You.

Visalia City Council

Staff Report

File #: 25-0248 **Agenda Date:** 8/4/2025 **Agenda #:** 1.

Agenda Item Wording:
Upcoming City Council Meetings

Monday, August 18, 2025 @ 7:00 p.m. at 707 W. Acequia

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

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

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